Governments SANBAG Working Together

San Bernardino Associated Governments

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TRANSPORTATION MEASURE I

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

AGENDA
Board of Directors Meeting
March 6, 2013

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

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

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

Board of Directors

President
Janice Rutherford, Supervisor
County of San Bernardino

Vice-President
Mike Leonard, Council Member
City of Hesperia

Cari Thomas, Mayor
City of Adelanto

Curt Emick, Mayor
Town of Apple Valley

Julie McIntyre, Mayor
City of Barstow

Bill Jahn, Council Member
City of Big Bear Lake

Dennis Yates, Mayor
City of Chino

Ed Graham, Vice Mayor
City of Chino Hills

Frank Navarro, Council Member
City of Colton

Michael Tahan, Council Member
City of Fontana

Walt Stanckiewitz, Mayor
City of Grand Terrace

Larry McCallon, Mayor
City of Highland

Rhodes "Dusty" Rigsby, Mayor
City of Loma Linda

Paul Eaton, Mayor
City of Montclair

Edward Paget, Mayor
City of Needles

Alan Wapner, Council Member
City of Ontario

L. Dennis Michael, Mayor
City of Rancho Cucamonga

Pete Aguilar, Mayor
City of Redlands

Deborah Robertson, Mayor
City of Rialto

Patrick Morris, Mayor
City of San Bernardino

Jim Harris, Council Member
City of Twentynine Palms

Ray Musser, Mayor
City of Upland

Ryan McEachron, Mayor Pro Tem
City of Victorville

Dick Riddell, Council Member
City of Yucaipa

George Huntington, Council Member
Town of Yucca Valley

Robert A. Lovingood, Supervisor
County of San Bernardino

James Ramos, Supervisor
County of San Bernardino

Gary Ovitt, Supervisor
County of San Bernardino

Josie Gonzales, Supervisor
County of San Bernardino

Basem Muallem, Caltrans
Ex-Officio Member

Ray Wolfe, *Executive Director*

Eileen Teichert, *SANBAG Counsel*

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

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

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

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

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

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

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

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

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

AGENDA

Board of Directors
March 6, 2013

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

CLOSED SESSION

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

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.

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 15	0138-273-24	JAMES E. OTT AND BARBARA J. OTT, TRUSTEES OF THE JAMES E. OTT & BARBARA J. OTT 2010 REVOCABLE TRUST DATED JULY 9, 2010 AND JAMES E. OTT, JR. AND KRISTIE A. OTT
SBPR 16	0138-273-25	JAMES E. OTT AND BARBARA J. OTT, TRUSTEES OF THE JAMES E. OTT AND BARBARA J. OTT 2010 REVOCABLE TRUST
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

Commission Parcel #	APN#	Property Owner
SBPR 23	0138-312-53	HOAK BROS. PLATING, a California corporation
SBPR 24	0138-312-14	TIGER CUNHU YANG; SALLY YANG ZUO
SBPR 25	0138-312-55	ASHADI INVESTMENT LLC, a California limited liability company
SBPR 26/27	0138-312-16, & -57	JAMES L. CLARK
SBPR 30	0138-312-39	SAMPANIS, DAVID M.; ABBEY, STEPHEN M.
SBPR 31	0138-312-51	MI CASA PROPERTY, LLC
SBPR 32	0138-312-37	SEIFERT, JAMES W
SBPR 33	0134-331-24	KLR PROPERTY LLC
SBPR 34/35	0137-043-10, -11, & 26	VARP, INC., a California corporation
SBPR 36	0136-011-04	ARTHUR R. READ
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
SBPR 40/41/42/43	0136-011-22, -26, -27, & -28	JIM K. FLETCHER TRUSTEE AND ARDITH M. FLETCHER TRUSTEE AND GLEN A. FLETCHER TRUSTEE AND KERRY L. FLETCHER TRUSTEE
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 7/58/68/74/75	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 63	0138-271-18	ANCIRIA/RUBEN VASQUEZ
SBPR 64	0138-271-19	PETER R. NASMYTH AND MELVON INVESTMENTS, LLC, A WYOMING LIMITED LIABILITY COMPANY

Commission Parcel #	APN#	Property Owner
SBPR 65	0138-271-20	SYLVIA MICELI, TRUSTEE OF THE SYLVIA MICELI FAMILY TRUST
SBPR 66	0138-271-21	EDWARD LOUIS HOLLY
SBPR 67	0138-271-01, -02, & 03	LEONARDO HERNANDEZ and ELIZABETH HERNANDEZ
SBPR 69	0136-171-42	ARROWHEAD CENTRAL CREDIT UNION, a California corporation
SBPR 72	0136-011-38	STATE OF CALIFORNIA, CALTRANS

2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Pursuant to Government Code Section 54956.9, subdivision (c), concerning whether or not to initiate litigation (35 potential lawsuits as listed above).

3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Existing litigation pursuant to Government Code Section 54956.9, subdivision (a), with respect to the following matter: San Bernardino County Flood Control District and the County of San Bernardino v. San Bernardino Associated Governments, San Bernardino County Transportation Authority, City of Upland, etal., San Diego Superior Court Case No. 37-2008-00079230-CU-CO-CTL.

4. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Existing litigation pursuant to Government Code Section 54956.9, subdivision (a), with respect to the following matter: San Bernardino Associated Governments v. State of California, San Bernardino County Superior Court Case No. RCVRS 095320.

** Convene Regular Meeting at 10:30 a.m. **

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

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

Call to Order 10:30 a.m. by Mayor Larry McCallon

I. Pledge of Allegiance
II. Attendance
III. Announcements:
- Calendar of Events (Pg. 19)

IV. Agenda Notices/Modifications – Vicki Watson

Notes/Actions:

1. Possible Conflict of Interest Issues for the Board Meeting of March 6, 2013 Pg. 20

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

Notes/Actions:

Consent Calendar

Items listed on the Consent Calendar are expected to be routine and non-controversial. These items have been discussed at SANBAG Policy Committee meetings and made available for public review as noted in the agenda. The Consent Calendar will be acted upon as a single motion. Items on the Consent Calendar may be removed for discussion by Board Member Request. Items pulled from the consent calendar will be brought up under Agenda Item 31.

Administrative Matters

2. Board of Directors Attendance Roster Pg. 25

3. January 2013 Procurement Report Pg. 29

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

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

4. Budget to Actual Report for first quarter ending September 30, 2012 Pg. 32

Receive and file Budget to Actual Report for first quarter ending September 30, 2012. **William Stawarski**

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

5. Measure I Revenue Pg. 36

Receive report on Measure I receipts for Measure I 2010-2040. **William Stawarski**

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

6. Award Investment Advisor Services Contract Pg. 38

Award Contract No. C13068 to PFM Asset Management for Investment Advisor Services for a five (5) year contract term with two (2) one-year options to extend for an amount not-to-exceed $425,000 for the initial five (5) year term. **William Stawarski**

This item was reviewed and approved by the General Policy Committee on February 13, 2013. SANBAG General Counsel and Contract Administrator have reviewed this item and Contract.

7. SANBAG Memberships to Regional, State, and National Trade Organizations Pg. 48

Continue SANBAG memberships to regional, state, and national trade organizations as listed below. **Duane Baker**

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

Notes/Actions:

Consent Calendar Continued....

Air Quality/Traveler Services

8. Annual agreement between the State of California Department of Transportation (Caltrans) and San Bernardino Associated Governments (SANBAG), for the Freeway Service Patrol Program (FSP) Funding Pg. 51

1. Approve Agreement No. R13064 between State of California, Department of Transportation and San Bernardino Associated Governments to accept State Freeway Service Patrol Program funds for the operation and management of Freeway Service Patrol Services in a not-to-exceed amount of $1,427,229 and to match those funds with Department of Motor Vehicle/Service Authority for Freeway Emergency funds in the amount of $356,808 for a total contract not-to-exceed amount of $1,784,037 as outlined in the Financial Impact Section; and

2. Authorize the President of the SANBAG Board of Directors to execute Agreement No. R13064. **Duane Baker**

This item was reviewed and unanimously recommended for approval by the General Policy Committee on February 13, 2013. SANBAG General Counsel and Contract Administrator have reviewed this item.

9. SANBAG Park and Ride Lease Program lease template Pg. 63

1. Approve the attached template for San Bernardino Associated Governments' Park and Ride lease program;

2. Authorize the Executive Director to execute contracts for each lease program for a not-to-exceed amount of $25,000 per contract. **Duane Baker**

This item was reviewed and unanimously recommended for approval by the General Policy Committee on February 13, 2013. SANBAG General Counsel and Contract Administrator have reviewed and approved this item and the contract template. Caltrans has reviewed the contract template.

Regional/Subregional Planning

10. Transportation Development Act (TDA) – Article 3 Pedestrian and Bicycle Facilities and Transit Stop Access Improvement Call for Projects Pg. 76

Authorize the release of TDA Article 3 Call for Projects for the following two programs:

1) Pedestrian and Bicycle Facility Projects

2) Transit Stop Access Improvement Projects. **Tim Byrne**

This item was reviewed by the Transportation Technical Advisory Committee on February 4, 2013 and was reviewed and unanimously recommended for approval by the General Policy Committee on February 13, 2013.

Notes/Actions:

Consent Calendar Continued....

Council of Governments

11. State Legislative Update Pg. 94

Receive update on state legislative items **Wendy Strack**

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

Project Delivery

12. Railroad Construction and Maintenance Agreement for the Colton Quiet Zone Project Pg. 100

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

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

This item was reviewed and recommended for approval (19-0-1; Abstained: Rutherford) 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 a draft of the Contract.

13. Interstate 15 (I-15) Base Line Road Interchange Improvements Pg. 147

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

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

Notes/Actions:

Consent Calendar Continued....

Project Delivery (Cont.)

14. Right-of-Way Appraisals and Acquisitions for the Interstate 15/Interstate 215(I-15/I-215) Devore Interchange Reconstruction Project Pg. 169

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

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

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

This item was reviewed and recommended for approval (19-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on February 14, 2013, and the Mountain/Desert Committee on February 15, 2013. SANBAG General Counsel and Contract Administrator have reviewed this item and a draft of the standard contract.

15. Utility agreement with AT&T Corp. (ATT) for the Interstate 215 (I-215) Bi-County High Occupancy Vehicle (HOV) Project Pg. 173

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

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

This item 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 a draft of the contract.

Notes/Actions:

Consent Calendar Continued....

Project Delivery (Cont.)

16. Pepper Avenue Extension Project in the City of Rialto Pg. 183

1. Approve Amendment No. 5 to Cooperative Agreement No. C00067 with the City of Rialto to revise the construction completion date of the Pepper Avenue Extension Project from April 1, 2013 to December 27, 2013.

2. Approve Cooperative Agreement No. C13076 with the City of Rialto for the extension of Pepper Avenue to Highland Avenue in the amount of $371,500, $321,500 of which will be invoiced to San Bernardino Associated Governments by the City of Rialto for San Bernardino Associated Governments' capital share. **Garry Cohoe**

This item was reviewed and recommended for approval (21-0-0) 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 agenda item and a draft of the contract and amendment.

17. State Route 210 (SR-210)/Base Line Interchange Project Preliminary Engineering and Environmental Document Contract Pg. 208

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

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

This item was reviewed and recommended for approval (21-0-0) 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 and approved this item and the Amendment as to form.

18. Hunts Lane Grade Separation Project Pg. 217

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

This item was reviewed and recommended for approval (20-0-1; Abstained: Wapner) 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 a draft of the contract amendment.

Notes/Actions:

Consent Calendar Continued....

Project Delivery (Cont.)

19. Lenwood Road Grade Separation Project Pg. 225

1. Authorize staff to release Request for Proposal No. C13032 for Construction Management, Materials Testing, and Construction Surveying and Public Outreach services associated with the construction of the Lenwood Road Grade Separation Project.

2. Approve a waiver of SANBAG Policy 11000 requiring two Caltrans staff to participate in the evaluation panel for the selection of a qualified firm for the Lenwood Road Grade Separation Project. **Garry Cohoe**

This item was reviewed and recommended for approval by the Mountain/Desert Committee on February 15, 2013. SANBAG General Counsel and Contract Administrator have reviewed this item and RFP as to form.

Transit/Commuter Rail

20. License agreement and Right-of-Entry Permit to cross San Bernardino County Transportation Authority and the San Bernardino County Transportation Commission railroad right-of-way with the City of San Bernardino and Griffith/Comet JV. Pg. 262

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

1. Approve Contract No. R13112 with City of San Bernardino granting a license agreement on the Redlands Subdivision at Mile Post 1.0.

2. Approve Contract No. R13113 with Griffith/Comet JV (Joint Venture) granting Right-of-Entry onto Redlands Subdivision at Mile Post 1.0. **Mitch Alderman**

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

21. Budget Amendment for Property Appraisals, Agreement for Possession and Use, and Acquisition of property necessary for the Downtown San Bernardino Passenger Rail Project and San Bernardino Transit Center Pg. 306

Approve Fiscal Year 2012/2013 budget amendment to increase Task No. 0379 Commuter Rail Capital by $1,957,573 of State Transit Assistance Fund County Population (PUC99313) for a new task total of $37,371,729. **Mitch Alderman**

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

Notes/Actions:

Consent Calendar Continued....

Transit/Commuter Rail (Cont.)

22. Purchase Order to Burlington Northern Santa Fe Railway Company to relocate an existing signal cabinet to accommodate SANBAG's expansion of the Eastern Maintenance Facility Pg. 308

1. Authorize Purchase Order No. 4000962 with Burlington Northern Santa Fe Railway Company in an amount of $121,520 to relocate existing signal cabinet and associated cables to accommodate the expansion of Southern California Regional Rail Authority's Eastern Maintenance Facility.

2. Authorize the SANBAG Executive Director or his designee to execute Purchase Order No. 4000962 with Burlington Northern Santa Fe Railway Company for the relocation of existing signal cabinet and associated cables.

3. Allocate $28,557 of undesignated, unreserved State Transit Assistance Fund and $92,963 of Local Transportation Fund Rail, for a total of $121,520 to fund the relocation of the signal cabinet for the expansion of the Eastern Maintenance Facility.

4. Approve Fiscal Year 2013 budget amendment to increase Task No. 0379 Commuter Rail Capital by $28,557 of State Transit Assistance Fund and $92,963 of Local Transportation Fund Rail.
Mitch Alderman

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

Transportation Fund Administration

23. Local Transportation Fund Apportionment Pg. 311

1. Maintain Fiscal Year 2012/2013 Local Transportation Fund apportionment of $75,744,649 as approved on April 4, 2012.

2. Maintain unrestricted fund balance of $7,250,000 as a reserve to minimize the impact of a decline in revenue or an unexpected financial need.

3. Approve a Local Transportation Fund Estimated Apportionment of $81,265,071 for Fiscal Year 2013/2014; based on $70,675,240 in estimated receipts, $33,839,831 from the prior year audited unrestricted fund balance, and the recommended reserve.
Andrea Zureick

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

Consent Calendar Continued....

Transportation Fund Administration (Cont.)

24. Measure I Five-Year Capital Improvement Plans for 2013-2017 Pg. 316

Accept the Measure I 2013-2017 Summary Report of the Five-Year Capital Improvement Plans for Local Pass-Through Funds. **Andrea Zureick**

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

25. Budget Amendment for Morongo Basin Reimbursement Project Pg. 320

Approve a Fiscal Year 2012/2013 budget amendment to increase Task No. 0516, Measure I Mountain/Desert Apportionment and Allocation, from $1,200,000 to $1,250,000 to be funded with $50,000 Measure I Morongo Basin Subarea – Project Development/Traffic Management Systems funds. **Andrea Zureick**

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

26. Fiscal Year 2012-2013 Federal Transportation Enhancement (TE) Funds Pg. 322

1. Receive a report on the consolidation of the Transportation Enhancement Program into the Transportation Alternative Program as part of the new federal surface transportation act, Moving Ahead for Progress in the 21st Century Act approved in July 2012.

2. Approve allocation of $3,662,000 of FY 2012/13 Federal Transportation Enhancement Funds to the following projects:
   a. $2,000,000 to the City of Rialto Rails to Trails Project
   b. $992,000 to Downtown San Bernardino Transit Center
   c. $670,000 to the City of Highland Greenspot Road Historic Iron Bridge Rehabilitation Project

3. Approve prioritized back-up list of eligible projects for any programmed Transportation Enhancement Funds that become available:
   a. Increase the amount allocated to the San Bernardino Transit Center up to a maximum allocation of $2,242,000
   b. Allocate up to a maximum of $1,683,300 to the Downtown San Bernardino Passenger Rail project

4. Approve Santa Ana River Trail in San Bernardino County and Riverwalk Trail in Victorville to remain priority projects for future funding. **Andrea Zureick**

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

Consent Calendar Continued....

Transportation Fund Administration (Cont.)

27. Major Local Highway Program and State Local Partnership Program Funding Agreements with the City of Twentynine Palms Pg. 325

1. Approve Construction Funding Agreement C13059 in the amount of $600,000 with the City of Twentynine Palms for construction of National Park Drive with $200,000 funded by Major Local Highway Program funds and $400,000 funded through the State Local Partnership Program, which will be administered by California Department of Transportation.

2. Approve Construction Funding Agreement C13060 in the amount of $300,000 with the City of Twentynine Palms for construction of improvements on State Route 62 between Canyon Road and Sunrise Road.

3. Approve a budget amendment to increase Task No. 0516, Measure I Mountain/Desert Apportionment and Allocation, from $1,250,000 to $1,750,000 to be funded by $500,000 of Measure I Morongo Basin Subarea - Major Local Highway Program funds. **Andrea Zureick**

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

28. Major Local Highway Program and State Local Partnership Program Funding Agreements for the Town of Yucca Valley Pg. 348

1. Approve Construction Phase Funding Agreement C13056 in the amount of $858,000 with the Town of Yucca Valley for the State Route 62, Apache Trail to Palm Avenue Project, with $135,000 funded by Major Local Highway Program funds and $723,000 funded through the State Local Partnership Program, which will be administered by California Department of Transportation.

2. Approve Construction Phase Funding Agreement C13057 in the amount of $868,000 with the Town of Yucca Valley for the State Route 62, LaHonda Way to Dumosa Avenue Project, with $90,000 funded by Major Local Highway Program funds and $778,000 funded through the State Local Partnership Program, which will be administered by California Department of Transportation.

3. Approve a budget amendment to increase Task No. 0516, Measure I Mountain/Desert Apportionment and Allocation, from $1,750,000 to $1,975,000 to be funded with $225,000 of Measure I Morongo Basin Subarea – Major Local Highway Program funds. **Andrea Zureick**

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

Consent Calendar Continued....

Transportation Fund Administration (Cont.)

29. Major Local Highway Program and State Local Partnership Program Funding Agreement with City of Big Bear Lake Pg. 370

1. Approve Construction Phase Funding Agreement C13058 in the amount of $2,400,000 with the City of Big Bear Lake for the Village L Project with $1,200,000 funded by Major Local Highway Program funds and $1,200,000 funded through the State Local Partnership Program, which will be administered by California Department of Transportation.

2. Approve a budget amendment to add Task No. 0516, Measure I Mountain/Desert Apportionment and Allocation, to be funded with $1,200,000 of Measure I Mountain Subarea - Major Local Highway Program funds. **Andrea Zureick**

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

30. Revised Trade Corridors Improvement Fund and State Local Partnership Program Project Funding Plan Pg. 382

1. Approve cancellation of the $21.766 million Trade Corridors Improvement Fund Letter of No Prejudice with the California Transportation Commission for the I-10 Citrus Avenue Interchange.

2. Approve the following programming changes for the South Milliken Avenue Grade Separation project in the City of Ontario:
   a. Increase Trade Corridors Improvement Fund program funds by $10.531 million from $14.521 million to $25.052 million;
   b. Reduce both State Local Partnership Program funds and Measure I Major Street Program funds by $6.826 million each from $17.656 million each to $10.831 million each.
   c. Increase City of Ontario local share by $3.12 million from $12.433 million to $15.553 million as reimbursement for a local share loan on the North Milliken Grade Separation project, and direct staff to amend the North Milliken Grade Separation project funding agreement to reflect this reimbursement.

3. Approve the following programming changes for the Laurel Avenue Grade Separation project in the City of Colton:
   a. Increase Trade Corridors Improvement Fund program funds by $11.235 million from $11.917 million to $23.152 million;
   b. Remove $18.433 million Traffic Congestion Relief Program funds from the construction phase of the project;
   c. Add $7.198 million Measure I Major Street Program funds.

4. Increase State Local Partnership Program funds on the Downtown San Bernardino Passenger Rail Project by $6.826 million from $4.095 million to $10.921 million. **Andrea Zureick**

This item 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.

Notes/Actions:

Consent Calendar Items Pulled for Discussion

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

DISCUSSION ITEMS

Transit/Commuter Rail

32. Hearings to Consider Resolutions of Necessity to Acquire Property Needed for the Downtown San Bernardino Passenger Rail Project Pg. 387

1. Conduct public hearings to consider condemnation of real property required for the Downtown San Bernardino Passenger Rail Project (Project) in the City of San Bernardino; and

2. By at least a two-thirds majority vote of the entire Commission (i.e. at least 20 affirmative votes), adopt Resolutions of Necessity No. 13-047 through 13- 081, and authorize and direct legal counsel to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring necessary right-of-way and real property interests for the Project as shown in Exhibit A. **Mitch Alderman**

The Commission's General Counsel and the Commission's Right-of-Way Counsel, Nossaman LLP, have approved this item as to form.

Council of Governments

33. Public hearing to consider resolutions related to formation, financing, and judicial validation of a Property Assessed Clean Energy (PACE) Program in San Bernardino County (to be known as the HERO Program) Pg. 505

1. Hold a public hearing with regard to the HERO Program, the extent of the Program Area, the terms and conditions of the draft Assessment Contracts, and the proposed financing provisions of the HERO Program

2. Adopt Resolution No. 13-044 that confirms the Report relating to the financing of the installation of distributed generation renewable energy sources, energy efficiency and water efficiency improvements, and electric vehicle charging infrastructure through the use of voluntary assessment contracts (commonly known as a PACE Program and to be called the HERO Program).

3. Adopt Resolution No. 13-045 authorizing issuance of the limited obligation improvement bonds and approving the form of the master and supplemental indentures.

4. Adopt Resolution No. 13-046 authorizing judicial validation proceedings relating to the issuance and sale of limited obligation improvement bonds pertaining to the HERO Program. **Duane Baker**

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

Notes/Actions:

Discussion Items Continued....

Administrative Matters

34. Status of San Bernardino Associated Governments (SANBAG) Financial Audit Pg. 520

Receive SANBAG's first Comprehensive Annual Financial Report (CAFR) on the Annual Financial Audit for Fiscal Year 2011/2012. **William Stawarski**

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

Project Delivery

35. San Bernardino Valley Coordinated Traffic Signal System Tier 3 & 4 Maintenance and Monitoring Pg. 525

Award Contract No. C12027 with Advantec Consulting Engineers Inc. for San Bernardino Valley Coordinated Traffic Signal System Tier 3 & 4 Maintenance and Monitoring in an amount not-to-exceed $799,331.00. **Garry Cohoe**

This item was reviewed and recommended for approval (19-2-0; Opposed: Tahan and Yates) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on February 14, 2013.

36. I-10 and I-15 corridor Improvement Projects – Update Pg. 536

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.

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

Notes/Actions:

Additional Information

Agency Reports/Committee Memberships

South Coast Air Quality Management Report — Pg. 540
Mayor Dennis Yates

Mobile Source Air Pollution Reduction Review Committee — Pg. 542
Mayor Larry McCallon

SCAG Committees — Pg. 544

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

SANBAG Policy Committees — Pg. 545

Acronym List — Pg. 550

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

Meeting Procedures and Rules of Conduct

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

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

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

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

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

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

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

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

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

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

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

Basic Agenda Item Discussion.

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

The Vote as specified in the SANBAG Bylaws.

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

Amendment or Substitute Motion.

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

Call for the Question.

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

The Chair.

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

Courtesy and Decorum.

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

Adopted By SANBAG Board of Directors January 2008

Important Dates to Remember...
March 2013

SANBAG Meetings – Cancelled:
None

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

Other Meetings/Events:			
29th Annual City-County Conference	Mar. 21-22	11:00 am Thu. - 11:00 am Fri.	Lake Arrowhead, CA

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

CalenMar2013 -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

REVISED AGENDA ITEM: 1

Date: March 6, 2013

Subject: Information Relative to Possible Conflict of Interest

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

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

Closed Session #1 (and Agenda Item 32)– 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
BRD1303z-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 15	JAMES E. OTT, TRUSTEE OF THE JAMES E. OTT AND BARBARA J. OTT 2010 REVOCABLE TRUST
	BARBARA J. OTT, TRUSTEE OF THE JAMES E. OTT AND BARBARA J. OTT 2010 REVOCABLE TRUST
	JAMES E. OTT, JR., an individual
	KRISTIE A. OTT, an individual
	M A MARBLE & GRANITE, a business entity form unknown
SB 16	JAMES E. OTT, TRUSTEE OF THE JAMES E. OTT AND BARBARA J. OTT 2010 REVOCABLE TRUST
	BARBARA J. OTT, TRUSTEE OF THE JAMES E. OTT AND BARBARA J. OTT 2010 REVOCABLE TRUST
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 24	TIGER CUNHU YANG, an individual
	SALLY YANG ZUO, an individual
SB 25	ASHADI INVESTMENT LLC, a California limited liability company (Signed PSA but not fully resolved) (Offices/Directors: Sandip Desai)
SB 26, 27	JAMES L. CLARK, an individual
	TRANS-AMERICAN, INC., a business entity form unknown
	GOLDEN EAGLE TRUCKING, a business entity form unknown
SB 30	DAVID M. SAMPANIS, an individual
	STEPHEN M. ABBEY, an individual
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 32	JAMES W. SEIFERT, an individual

BRD1303z-aa

Parcel	Potential Conflicts of Interest
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 36	ARTHUR R. READ, an individual
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 40, 41, 42, 43	JIM K. FLETCHER, TRUSTEE
	ARDITH M. FLETCHER, TRUSTEE
	GLEN A. FLETCHER, TRUSTEE
	KERRY L. FLETCHER, TRUSTEE
	PETE'S ROAD SERVICE, INC., a California corporation (Officers/Directors: JIM FLETCHER, GLEN FLETCHER, ARDITH FLETCHER)
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)
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)

Parcel	Potential Conflicts of Interest
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 63	ANCIRIA VASQUEZ, an individual
	RUBEN VASQUEZ, 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 65	SYLVIA MICELI, TRUSTEE OF THE SYLVIA MICELI FAMILY TRUST
SB 66	EDWARD LOUIS HOLLY, an individual
	CBS OUTDOOR, INC., a Delaware corporation
SB 67	LEONARDO HERNANDEZ, an individual
	ELIZABETH HERNANDEZ, an individual
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 Legal Counsel – Anticipated Litigation

	Same properties as listed in Closed Session #1

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

	San Bernardino County Flood Control District, County of San Bernardino, City of Upland, State of California Department of Transportation, Jeff Burum, Colonies Partners, LLC

BRD1303z-aa

Closed Session #4 – Conference with Legal Counsel – Existing Litigation

	State of California Department of Transportation

Consent/Discussion Calendar Items

Item No.	Contract No.	Principals & Agents	Subcontractors
6	C13068	PFM Asset Management LLC *Nancy Jones*	None
12	C12007	BNSF Railway Company *John Shurson*	None
14	APN# 0348-141-23 0348-141-24 0349-166-13	Property Owner: Denise M. Leonhardt "" "" ACF Disposition LLC	None
15	C13118	ATT Corp. *Vicki D. Hood*	None
17	C12137	URS Corporation *Richard DeHart* *Jeff Chapman*	CNS Engineers, Inc. ICF International Psomas Epic Land Solutions Value Management Strategies, Inc
18	C11185	Caltrop Corporation *Dave Saber*	Hernandez, Kroone & Associates T.Y. Lin International Leighton and Associates
20	R13113	GIFFITH/COMET JV *Joe Meidi*	None
22	PO 4000962	Burlington Northern Santa Fe Railway Company	None
35	C12027	Advantec Consulting Engineers, Inc. *Leo Lee*	Republic ITS Hartzog & Craybill, Inc.

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.

BRD1303z-aa

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										
Curt Emick Town of Apple Valley	X	X										
Julie McIntyre City of Barstow		X										
Bill Jahn City of Big Bear Lake	X	X										
Dennis Yates City of Chino	X	X										
Ed Graham City of Chino Hills	X	X										
Frank Navarro City of Colton	X	X										
Michael Tahan City of Fontana	X	X										
Walt Stanckiewitz City of Grand Terrace	X	X										
Mike Leonard City of Hesperia	X	X										
Larry McCallon City of Highland	X	X										

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

brdatt12

BOARD OF DIRECTORS ATTENDANCE RECORD – 2013

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

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

brdatt12

BOARD OF DIRECTORS ATTENDANCE RECORD – 2012

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

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

brdatt12

BOARD OF DIRECTORS ATTENDANCE RECORD – 2012

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

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

brdatt12

Governments
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San Bernardino Associated Governments
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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 3

Date: March 6, 2013

Subject: January 2013 Procurement Report

Recommendation:* Receive January 2013 Procurement Report.

Background: The Board of Directors adopted the Contracting and Procurement Policy (Policy No. 11000) on January 3, 1997, and approved the last revision on January 9, 2013. The Executive Director, or designee, is authorized to approve Purchase Orders up to an am ount of $50,000. All procurements for supplies and services approved by the Executive Director, or designee, in excess of $5,000 shall be routinely reported to the General Policy Committee and to the Board of Directors.

Attached are the purchase orders in excess of $5,000 to be reported to the General Policy Committee for the month of January 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 February 13, 2013.

Responsible Staff: William Stawarski, Chief Financial Officer

*

Approved
Board of Director

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC	X	CTA	X	SAFE	X	CMA	X

Check all that apply.
BRD1303a-wws

January 2013 Report of Purchase Orders

PO No.	PO Issue Date	Vendor	Purpose	Amount
4000955	01/09/13	Pacific Restoration Group (PRG)	In October 2012 America West Landscape (AWL) walked off the I-10 Riverside Avenue Landscaping project and was subsequently terminated on October 16, 2012. AWL left the project unsafe. SANBAG's Director of Project Delivery authorized an Emergency Construction Change Order (CCO) to PRG. PRG is currently under contract for the SR-210 Segment 8 Landscaping project. In accordance with Section 4 Scope of Work of the Caltrans Standard Specifications and by the direction provided under Section 5-302 Contract Change Order Policy of the Caltrans Construction Manual, PRG can be authorized to complete the work. Per various discussions with Caltrans Engineers, it was agreed to void the CCO and issue a purchase order to cover the work already performed and allow any follow-up work as needed. In November 2012 Caltrans reviewed the site and identified additional work needed to secure a separate encroachment permit from Caltrans to complete the project. This PO provides for payment of emergency services provided by PRG and for any additional measure needed to keep the site compliant until new "completion contractor" takes over the site sometime in March 2013.	$50,000.00
4000954	01/09/13	MBI Media	Production of 10-minute video.	$20,000.00

BRD1303a-wws

4000957	01/14/13	Tyler Technologies Inc.	EDEN Financial System maintenance and support for calendar year 2013.	$36,105.10
4000956	01/14/13	Counts Unlimited, Inc.	Count data for select Valley Interchanges (queue counts and turn movement).	$5,460.00
4000910	01/16/13	Graham, Ryan	Revised purchase order from $29,500 to $35,500 due to extending work performed by Mr. Graham to June 30, 2013. The increase consists of 10 hours per month for training with Transit and Fund Administration in preparation for the next fiscal year.	$35,500.00
Note: Sole Source justification is noted in the Purpose statement, if applicable.			**Total**	**$147,065.10**

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 4

Date: March 6, 2013

Subject: Budget to Actual Report for first quarter ending September 30, 2012

Recommendation:* Receive and file Budget to Actual Report for first quarter ending September 30, 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 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 February 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.

BRD1303b-wws
http://portal.sanbag.ca.gov/mgmt/committee/brd/brd2013/brd1303/AgendaItems/BRD1303b1-wws.xlsx

ATTACHMENT 1

San Bernardino Associated Governments
Budget to Actual Report: July 2012 - September 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	53,837	3,403,864	1.56%
0406	Rideshare Management	2,224,957	-	6,443	2,231,400	63,608	2,167,792	2.85%
0702	Call Box System	1,026,258	-	-	1,026,258	142,427	883,831	13.88%
0704	Freeway Service Patrol/State	1,914,260	28,751		1,943,011	275,321	1,667,690	14.17%
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**	**535,193**	**8,219,764**	**6.11%**

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	55,813	502,274	10.00%
0203	Congestion Management	100,865	-	-	100,865	2,182	98,683	2.16%
0213	High Desert Corridor Studies	228,191	-	-	228,191	1,144	227,047	0.50%
0373	Federal/State Fund Administration	979,994	-	34,160	1,014,154	148,663	865,491	14.66%
0404	Subregional Transportation Planning	1,092,886	-	-	1,092,886	356,506	736,380	32.62%
0500	Transportation Improvement Program	358,424	-	-	358,424	62,706	295,718	17.49%
0609	Strategic Planning/Delivery Planning	365,824	-	7,760	373,584	32,355	341,229	8.66%
0701	Valley Signal Coordination	1,478,995	-	-	1,478,995	77,570	1,401,425	5.24%
0941	Mt./Desert Planning & Project Development	227,201	-	-	227,201	24,874	202,327	10.95%
TOTAL TRANSPORTATION PLANNING & PROGRAMMING PROGR		**5,322,067**	**68,400**	**41,920**	**5,432,387**	**761,813**	**4,670,574**	**14.02%**

MAJOR PROJECT DELIVERY PROGRAM

TASK#	TASK DESCRIPTION	ORIGINAL BUDGET	AMENDMENTS	ENCUMBRANCES	REVISED BUDGET	EXPENDITURES	TASK BALANCE	% OF BUDGET EXPENDED
0815	Measure 1 Program Management	5,120,049	-	62,249	5,182,298	422,475	4,759,823	8.15%
0817	SR-60 Sound Wall	71,163	-	16,321	87,484	22,528	64,956	25.75%
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	-	245,170	0.00%
0822	SR 210 Right of Way Acquisition	3,298,494	-	-	3,298,494	(1,795,007)	5,093,501	-54.42%
0824	SR 210 Construction	8,947,468	-	-	8,947,468	1,198,059	7,749,409	13.39%
0825	I-10 Corridor Project Development	4,123,966	-	-	4,123,966	279,125	3,844,841	6.77%
0826	I-10 Citrus/Cherry Interchanges	71,708,739	-	-	71,708,739	3,455,320	68,253,419	4.82%
0830	I-215 San Riv Project Development	15,804	-	-	15,804	-	15,804	0.00%
0834	I-215 Final Design	366,579	-	-	366,579	7,317	359,262	2.00%
0836	I-215 Right of Way Acquisition	2,901,919	75,000	-	2,976,919	84,254	2,892,665	2.83%
0838	I-215 Construction	79,699,415	-	-	79,699,415	5,960,924	73,738,491	7.48%
0839	I-215 Bi- County HOV Gap Closure Project	18,844,743	-	1,388	18,846,131	5,320,605	13,525,526	28.23%
0840	I-215 Barton Road Interchange	10,771,111	-	-	10,771,111	113,569	10,657,542	1.05%
0841	I-10 Riverside Interchange	3,200,247	-	-	3,200,247	226,500	2,973,747	7.08%
0842	I-10 Tippecanoe Interchange	39,604,394	-	-	39,604,394	125,667	39,478,727	0.32%

ATTACHMENT 1

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

0845	Mt. Vernon/Washington Interchange	466,087	-	-	466,087	1,922	464,165	0.41%
0850	Alternative Project Financing	3,661,056	-	-	3,661,056	102,746	3,558,310	2.81%
0862	I-10 Westbound Lane Addition - Yucaipa	9,906,181	-	-	9,906,181	1,102,622	8,803,559	11.13%
0869	Glen Helen Parkway Grade Separation	4,400,356	-	-	4,400,356	1,417	4,398,939	0.03%
0870	Hunts Lane Grade Separation	12,584,715	1,122,664	-	13,707,379	1,398,948	12,308,431	10.21%
0871	State St./University Parkway Grade Separation	328,306	-	-	328,306	-	328,306	0.00%
0874	Palm Avenue Grade Separation	9,899,031	-	5,000	9,904,031	40,278	9,863,753	0.41%
0876	South Milliken Avenue Grade Separation	6,840,456	-	-	6,840,456	2,274	6,838,182	0.03%
0877	Vineyard Avenue Grade Separation	1,732,673	-	-	1,732,673	1,922	1,730,751	0.11%
0879	Colton Crossing BNSF/UPRR Grade Separation	91,530,337	-	-	91,530,337	6,920	91,523,417	0.01%
0880	I-15/I-215 Devore Interchange	22,086,076	-	14,085	22,100,161	225,825	21,874,336	1.02%
0881	Lenwood Avenue Grade Separation	4,688,881	-	-	4,688,881	143,418	4,545,463	3.06%
0882	North Milliken Avenue Grade Separation	17,119,616	-	8,011,113	25,130,729	2,176,791	22,953,938	8.66%
0883	SR 210 Pepper Avenue Interchange	2,277,989	-	-	2,277,989	90,997	2,186,992	3.99%
0884	Laurel Avenue Grade Separation	15,864,368	875,336	-	16,739,704	637,671	16,102,033	3.81%
0885	9th Street Rail Improvements	4,216,173	(75,000)		4,141,173	-	4,141,173	0.00%
0886	Colton Quiet Zone Project	3,147,427	-	-	3,147,427	4,554	3,142,873	0.14%
0887	SR 210 Lane Addition	1,063,515			1,063,515	50,688	1,012,827	4.77%
0888	I-15 La Mesa/Nisqualli Interchange	16,184,871	-	50,000	16,234,871	3,215,660	13,019,211	19.81%
0889	Yucca Loma Bridge	7,062,129	-		7,062,129	-	7,062,129	0.00%
0890	I-15 Ranchero Interchange	13,351,699	-		13,351,699	45,077	13,306,622	0.34%
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**	**1,998,000**	**8,160,156**	**513,855,770**	**24,671,066**	**489,184,704**	**4.80%**

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	364,129	726,578	33.38%
0310	Transit Operating	8,823,072			8,823,072	1,494,785	7,328,287	16.94%
0311	Transit Capital	5,332,307	2,000,000		7,332,307	920,525	6,411,782	12.55%
0352	General Commuter Rail	800,797	-	187	800,984	85,490	715,494	10.67%
0377	Commuter Rail Operating Expenses	12,133,858	(2,590,000)	18,312	9,562,170	6,250,076	3,312,094	65.36%
0379	Commuter Rail Capital Expenses	23,416,568	5,147,588	57,247	28,621,403	713,731	27,907,672	2.49%
0501	Federal Transit Act Programming	96,969	-	-	96,969	572	96,397	0.59%
TOTAL TRANSIT & PASSENGER RAIL PROGRAM		**51,476,030**	**4,768,503**	**83,079**	**56,327,612**	**9,829,308**	**46,498,304**	**17.45%**

ATTACHMENT 1

San Bernardino Associated Governments
Budget to Actual Report: July 2012 - September 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	54,037	415,968	11.50%
0504	Measure I Administration	426,634	-		426,634	47,861	378,773	11.22%
0506	Local Transportation Fund	83,337,751	-	-	83,337,751	-	83,337,751	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	382,383	8,824,989	4.15%
0610	Measure I 2010-2040 Project Advancement	16,846,857	-	655,517	17,502,374	17,751	17,484,623	0.10%
0615	Measure I Local Stimulus	-	-	8,110,653	8,110,653	1,032,486	7,078,167	12.73%
0918	Measure I Local Pass-through	34,453,800	-	-	34,453,800	2,701,050	31,752,750	7.84%
TOTAL TRANSPORTATION FUND ADMINISTRATION PROGRAM		**166,293,793**	**(788,975)**	**13,545,781**	**179,050,599**	**4,235,568**	**174,815,031**	**2.37%**

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	49,873	392,568	11.27%
0490	Council of Governments New Initiatives	80,585	(16,678)	-	63,907	3,497	60,410	5.47%
0492	Joint Solar Purchase Agreement	176,732	16,678		193,410	3,124	190,286	1.62%
0495	Green House Gas	495,481	38,385		533,866	5,135	528,731	0.96%
0503	Legislation	613,473	-	-	613,473	66,033	547,440	10.76%
0601	County Transportation Commission-General	483,591	-	-	483,591	54,527	429,064	11.28%
0605	Publications & Public Outreach	576,842	-	-	576,842	67,263	509,579	11.66%
0708	Property Assessed Clean Energy	141,514			141,514	4,823	136,691	3.41%
0805	Building Operations	89,115	-	-	89,115	3,347	85,768	3.76%
0942	Financial Management	228,102	-	-	228,102	16,799	211,303	7.36%
TOTAL COUNCIL OF GOVERNMENTS SUPPORT PROGRAM		**3,327,876**	**38,385**	**-**	**3,366,261**	**274,421**	**3,091,840**	**8.15%**
GRAND TOTAL ALL PROGRAMS		**738,837,143**	**6,113,064**	**21,837,379**	**766,787,586**	**40,307,369**	**726,480,216**	**5.26%**

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	535,193	8,219,764	6.11%
TRANSPORTATION PLANNING & PROGRAMMING PROGRAM	5,322,067	68,400	41,920	5,432,387	761,813	4,670,574	14.02%
MAJOR PROJECT DELIVERY PROGRAM	503,697,614	1,998,000	8,160,156	513,855,770	24,671,066	489,184,704	4.80%
TRANSIT & PASSENGER RAIL PROGRAM	51,476,030	4,768,503	83,079	56,327,612	9,829,308	46,498,304	17.45%
TRANSPORTATION FUND ADMINISTRATION PROGRAM	166,293,793	(788,975)	13,545,781	179,050,599	4,235,568	174,815,031	2.37%
GENERAL - COUNCIL OF GOVERNMENTS SUPPORT PROGRAM	3,327,876	38,385	-	3,366,261	274,421	3,091,840	8.15%
GRAND TOTAL ALL PROGRAMS	**738,837,143**	**6,113,064**	**21,837,379**	**766,787,586**	**40,307,369**	**726,480,216**	**5.26%**

BRD1303b1-wws

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 5

Date: March 6, 2013

Subject: Measure I Revenue

Recommendation:* Receive report on Measure I receipts for Measure I 2010-2040.

Background: Sales tax revenue collections for Measure I 2010 through 2040 began on April 1, 2010. Cumulative total receipts for Fiscal Year 2012/2013 as of December 31, 2012 were $69,356,429.

Included is a summary of the current Measure I receipts by quarter and cumulative total since its inception. The quarterly receipts represent sales tax collection from the previous quarter taxable sales. For example, receipts for October through December represent sales tax collections from July through September.

Measure I revenue for the 2012/2013 Fiscal Year budget was estimated to be $122,000,000. Actual Measure I receipts for Fiscal Year 2012/2013 October through December are $35,076,980, in comparison to $33,547,956 received during the quarter ending September 2011/2012, with an increase of 4.56%.

Financial Impact: Measure I revenues are expected to exceed both the budgeted amount and prior years collections.

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

Responsible Staff: William Stawarski, Chief Financial Officer

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	X

Check all that apply.

BRD1303d-wws

Attachment 1

Summary of SANBAG Measure I Receipts 2010-2040

Fiscal Year	July-September	October-December	January-March	April- June	Fiscal Year Total	Cumulative Total To Date
Receipts Prior to FY 2010/11						**$7,158,800**
Fiscal Year 2010/11	28,188,907	29,207,950	28,808,766	29,397,456	115,603,079	**$122,761,879**
Fiscal Year 2011/12	31,027,319	33,547,956	32,757,419	33,476,051	130,808,745	**$253,570,624**
Fiscal Year 2012/13	34,279,449	35,076,980	0	0	69,356,429	**$322,927,053**
% Increase Over 11/12	10.48%	4.56%				

BRD1303d-wws

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 6

Date: March 6, 2013

Subject: Award Investment Advisor Services Contract

Recommendation:* Award Contract No. C13068 to PFM Asset Management for Investment Advisor Services for a five (5) year contract term with two (2) one-year options to extend for an amount not-to-exceed $425,000 for the initial five (5) year term.

Background: The San Bernardino Associated Governments (SANBAG) requires the services of an Investment Advisor. The Investment Advisor will assist SANBAG in computing a performance benchmark that matches the composition, duration and risk profile of SANBAG's actual portfolio. The Investment Advisor will provide SANBAG with a quarterly and monthly portfolio performance report that evaluates the performance of the portfolio in comparison to SANBAG's selected benchmark as described in SANBAG's investment policy. The report will also include a summary detailing trading strategies implemented during the quarter and will provide recommendations of investment strategies for the upcoming quarter.

The investment of funds is guided by applicable State statutes including Government Code Section 53601, bond documents, the County of San Bernardino's investment policy and SANBAG's investment policy. The Investment Advisor will not be asked for advice on new financing measures being considered as that is a role reserved for SANBAG's financial advisor.

*

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.

BRD1303e-wws

http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C13068.docx

On December 5, 2012, the SANBAG Board of Directors approved the release of a Request for Proposals (RFP) 13068 for Investment Advisor Services. The RFP was posted on SANBAG's website and RFP notifications were sent to approximately thirty-five (35) vendors who specialize in these services. A Pre-Proposal Meeting was conducted on December 17, 2012, and one (1) firm was in attendance. One (1) Addendum was issued to respond to questions from five (5) separate vendors. On January 8, 2013, two (2) proposals were received by the date and time specified in the RFP. A responsive review was conducted for the two (2) proposals received on time. Both proposals were found to be responsive to the RFP.

An Evaluation Committee consisting of the Treasurer from Orange County Transportation Authority, the Investment Manager for San Bernardino County, and the Principal Financial Analyst from Los Angeles County Metropolitan Transportation Authority has reviewed the proposals. SANBAG's Chief Financial Officer and Accounting Manager provided input and background to the Evaluation Panel. The proposals were evaluated based on the criteria identified in the RFP:

1. Qualifications of the firm
2. Related experience and client references
3. Qualifications and experience of the proposed staff
4. Work plan
5. Pricing

Both firms demonstrated significant experience in providing investment advisor services to the public sector especially in transportation with sales tax revenue. The Evaluation Committee agreed to interview both firms (listed in alphabetical order):

CHANDLER ASSET MANAGEMENT

PFM ASSET MANAGEMENT

On January 23, 2013, the Evaluation Committee conducted oral interviews with the two (2) firms. The interviews were allotted fifty (50) minutes and consisted of an opening presentation followed by thirty (30) minutes of questions and answers. Each firm had an overall understanding of SANBAG's scope of work and requirements.

The Evaluation Committee selected PFM Asset Management due to extensive experience in the public sector especially in transportation with sales tax revenue.

After the General Policy Committee meeting on February 13, 2013, a survey of the vendors who chose not to submit a proposal was completed. Thirty (30)

vendors were contacted, only eight (8) responded. The majority of the responses indicated that the firms do not provide investment advisor services. Two (2) vendors stated a proposal was not submitted due to the non-discretionary management style of the portfolio. One (1) vendor did not receive the RFP notice.

The contract is for a five (5) year term with two (2) one-year options to extend. The initial cost for five (5) years is $400,000 (based on estimated investment amount for each year). Staff is requesting additional an amount of $25,000 for possible Arbitrage services on an as-needed basis. The total contract amount will be $425,000.

Financial Impact: This item is consistent with SANBAG's Fiscal Year 2012/2013 budget. Investment Advisor activities are budgeted under MSI-Administration Fund, Task No. 0942 Financial Management.

Reviewed By: This item was reviewed and approved by the General Policy Committee on February 13, 2013. SANBAG General Counsel and Contract Administrator have reviewed this item and Contract.

Responsible Staff: William Stawarski, Chief Financial Officer

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 13068 Amendment No. 0

By and Between

San Bernardino Associated Governments and PFM Asset Management

Contract Description Investment advisory services

Board of Director's Meeting Date: 3/6/13
Overview of BOD Action: RFP released approved Board action 12/5/12

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

CONTRACT OVERVIEW

Original Contract Amount	$	425,000	**Original Contingency Amount**	$	0
Revised Contract Amount *Inclusive of prior amendments*	$	425,000	**Revised Contingency Amount** *Inclusive of prior amendments*	$	0
Current Amendment Amount	$	0	**Contingency Amendment**	$	0
TOTAL CONTRACT VALUE	$	425,000	**TOTAL CONTINGENCY VALUE**	$	0
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	425,000

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
3/6/13	3/6/18	N/A

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

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0942-Financial Management and Task No.0965-2012A Sales Tax Revenue Bonds for arbitrage services

☐ A Budget Amendment is required.

How are we funding current FY?

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

Provide Brief Overview of the Overall Funding for the duration of the Contract:
MSI Administration (Fund 1020) and Task 0942 (Financial Management) and Fund 5015 (Debt Service-Sales Tax Revenue Notes-2012) for arbitrage services.

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ %

Hilda E. Flores Project Manager (Print Name)	Signature	1/29/13 Date
William Stawarski Task Manager (Print Name)	Signature	1/30/13 Date
Andrea Zureick Dir. of Fund Admin. & Programming (Print Name)	Signature	1/29/13 Date
Jeffery Hill Contract Administrator (Print Name)	Signature	1/29/13 Date
W. Stewart Chief Financial Officer (Print Name)	Signature	1/30/13 Date

Contract Summary Sheet 11/6/12

ATTACHMENT A, "SCOPE OF WORK"

"SCOPE OF WORK"

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

2. **Review reports of the portfolio managers and provide recommendations.** CONSULTANT will track its purchases and sales and all the securities in the managed portfolio on our accounting system. CONSULTANT will provide SANBAG with recommendations as part of our informal communications and formal reports.

3. **Make Presentations to SANBAG Board Committees.** CONSULTANT shall be available to meet with and present information to SANBAG's Board Committees and Board and the Chief Financial Officer as required.

4. **Provide advice on current investment strategy.** CONSULTANT will review SANBAG's current investment strategy and provide advice on SANBAG's current investment strategy for its operating funds, reserves and bond proceeds. In addition, Consultant will advise SANBAG on current market conditions and help SANBAG design future investment strategies.

5. **Prepare monthly investment reports.** CONSULTANT shall provide SANBAG with monthly account statements for each account managed. These statements will include information on portfolio value and quality, transactions made during the month, security maturities, gains and losses on sale and interest income.

6. **Review Investment Policy.** CONSULTANT shall review SANBAG's investment policy at the start of the engagement and provide written recommendation(s). CONSULTANT will then review the investment policy on an annual basis and provide recommendations based on changes to the California Government Code and prudent investment practices.

7. **Provide strategy for investing bond proceeds.** CONSULTANT shall assist SANBAG in developing an investment strategy designed to optimize SANBAG's retainable earnings in accordance with arbitrage rebate regulations and with investments designed to protect the safety of the funds and provide needed liquidity.

8. **Provide advice and recommendations on investments.** CONSULTANT shall provide SANBAG with advice and recommendations on its investments through the quarterly performance report and conversations between SANBAG staff and CONSULTANT's portfolio managers.

9. **Provide advice/recommendations on the management of resources.** CONSULTANT shall provide SANBAG with advice on the management of resources including a banking services review and procedures to improve investment activities.

10. **Provide economic and interest rate information.** As part of the quarterly portfolio performance report, CONSULTANT shall provide SANBAG with an assessment of economic conditions and the effect on the market. CONSULTANT will send SANBAG notices of key economic events effect on the markets. CONSULTANT's portfolio managers are available to discuss market conditions on an as needed basis.

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

12. **Schedule** – Annual review (in July) and recommendations to SANBAG's investment policy.

13. **Arbitrage** – Additional services relating to Arbitrage Rebate Compliance Services.

ATTACHMENT B- PRICE FORMS

Fee Schedule for Investment Management Services

[illegible]	[illegible]
First 50 Million	0.09% (9 basis points)
Between 50 Million to 100 Million	0.08% (8 basis points)
Above 100 Million	0.06% (6 basis points)

[illegible]	[illegible]
First 50 Million	0.09% (9 basis points)
Between 50 Million to 100 Million	0.08% (8 basis points)
Above 100 Million	0.06% (6 basis points)

[illegible]	[illegible]
First 50 Million	0.09% (9 basis points)
Between 50 Million to 100 Million	0.08% (8 basis points)
Above 100 Million	0.06% (6 basis points)

Fees for Investment Management Services are based on the average assets under management for the month and billed in arrears. The minimum annual fee is $15,000. No fees would be charged for funds invested in LAIF or the San Bernardino County Treasurer's Pool. This schedule encompasses all the fees associated with delivering the requested Scope of Work, items 1 through 8 and 10 through 12.

Fee Schedule for Banking Services Review

PFM's approach to the banking services review is comprehensive (Scope of Work item 9). We will assess SANBAG's treasury management needs, analyze existing banking relationships, review how bank services fit into the cash management and investment systems, and make specific recommendations as to how the entire system can be improved upon. We will then help SANBAG procure the banking services needed at the best price.

For the banking services review described in this proposal, we propose a fixed fee of $50,000. In addition to the fixed fee, PFMAM would ask to be reimbursed at cost for travel, meals, lodging, and express mail. Appropriate documentation and third-party receipts will be provided with each invoice.

Fee Schedule for Arbitrage Rebate Compliance Services

All fees apply on a per bond issue, per calculation basis as the services are needed.

[illegible]	
Initial document review & set-up fee (one-time fee only)[2]	$ 300
Arbitrage rebate/yield restriction compliance report fee[1]	$1,900
Report fee – Debt service reserve fund & debt service fund only[3]	$1,400
Report fee – Debt service fund and/or escrow fund only[3]	$1,000
Spending exception compliance report only	$1,750
[illegible]	
Transferred proceeds calculation & allocation analysis	$ 750
Variable rate arbitrage yield calculation	$ 750
Swap payment allocation/swap termination payment allocation in arbitrage yield calculation	$ 350
Commingled funds cash flow & allocation analysis	$ 750
Each additional computation period in excess of 1 year from prior calculation date or issue date	$ 750
Refund request analysis, preparation, and support services	$2,500
Preparation of late payment explanation	$ 500
Maximum 5-year period arbitrage compliance report fee[4]	$5,500

Notes:

1. Includes arbitrage rebate and yield restriction compliance calculations, 8038-T preparation, and universal cap analysis.
2. Waived for all issues transferred from another rebate consultant.
3. Additional calculations prepared for the same bond issue during the same calendar year will be prepared at a 50% discount.
4. Applies per bond issue, per calculation. Excludes fees for refund request analysis and preparation.

BRD1303e1-wws

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San Bernardino Associated Governments

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 7

Date: March 6, 2013

Subject: SANBAG Memberships to Regional, State, and National Trade Organizations

Recommendation:* Continue SANBAG memberships to regional, state, and national trade organizations as listed below.

Background: Each year SANBAG staff provides a listing of associations, their purpose, and annual membership dues to regional, state, and national trade organizations. SANBAG has been a long time member of the listed organizations and has benefited from membership as a source of information relevant to the industry, through advocacy efforts for legislative and/or regulatory change, and through professional associations for program innovation and exchange. Some organizations provide regular information on regulations, funding opportunities, and regulatory requirements. A number of the organizations have provided support for SANBAG projects and programs and transportation improvements.

Association Purpose	Annual Dues
American Public Transit Association (APTA) This organization works to ensure that public transportation is available and accessible for all communities in the country through advocacy, innovation and information sharing. APTA provides access to research and reports, standards development in transit, legislative updates and advocacy at the federal level, training opportunities on the latest issues and best practices for transit, and peer review data and panels to ensure our local agencies are keeping up with standards in the field.	$ 1,344

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC	X	CTA	X	SAFE		CMA	

Check all that apply.
BRD1303a-dab

Association Purpose	Annual Dues
California Transit Association (CTA) Public sector, non-profit association of over 190 of California's largest urban, suburban, and rural transit operators, commuter rail agencies, transit support groups, transit suppliers, and government agencies. CTA is committed to a collaborative approach to advocating for improved transit operations throughout California, and works with local, state and federal legislators advocating for transit. CTA conducts state level advocacy for stable transit funding, provides access to technical reports and updates on issues specific to transit needs in California, and provides access to educational opportunities on transit practices in California.	$ 1,050
California Association of Coordinated Transportation (CalACT) CalACT is the largest state transit association in the United States, with nearly 300 members dedicated to promoting professional excellence, stimulating ideas and advocating for effective community transportation. CalACT is a clearing house for information and resources on transit and paratransit management. This organization also is an advocate for rural transit agencies.	$ 745
Mobility 21 Organization of public, business and community stakeholders pursuing regional solutions to the transportation challenges facing Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Diego and Ventura Counties. Mobility 21 provides strong regional advocacy on transportation issue at the state and federal levels. The Board of Directors includes the CEOs of the five transportation commissions, SCAG, AAA, and the major regional Chambers of Commerce.	$20,000
Self Help Counties Coalition Organization of 19 California county transportation agencies with voter-approved transportation sales tax measures. In Southern California, revenues from these sales tax measures exceed the combined total of state and federal transportation funds. The SHCC works closely with the California Transportation Commission, Caltrans, the Legislature and Administration, and other groups to protect the interests of the transportation authorities against diversion of transportation funds, increased Board of Equalization fees, impediments to timely project delivery, and concerns over state maintenance of effort that may arise because of the availability of local funds.	$ 5,700

BRD1303a-dab

Association Purpose	Annual Dues
Coalition for Americas Gateways and Trade Corridors (CAGTC) CAGTC focuses attention on the importance and essential federal role in interstate commerce, international trade, and the development and maintenance of the transportation infrastructure and logistics systems that support them. These issues are critical to San Bernardino County because of its position astride the nation's largest multimodal freight corridor and the prominence of the logistics sector in our economy.	$ 6,500
Southern California Association of Governments (SCAG) SCAG bylaws provide for SANBAG, as one of the five County Transportation Commissions within the region, to appoint a representative to the SCAG Regional Council from its governing board, dependent upon being a dues-paying member. SANBAG participation with SCAG is essential for the development of the Regional Transportation Plan/Sustainable Communities Strategy.	$25,000
Inland Empire Economic Partnership (IEEP) IEEP is a private sector voice for business and quality of life in the Inland Empire. It recruits and supports business, advocates for an educated workforce, works to ensure business friendly transportation and infrastructure policy for the economic betterment of Riverside and San Bernardino Counties.	$ 15,000
Inland Action Inland Action promotes diverse economic development in the Inland Empire. They advocate on a broad array of issues including transportation policy and financing at the state and federal levels. Their membership consists of a large number of private and public interests, interlacing the business and public sectors to form the basis of strong policy advocacy.	$ 2,800

SANBAG staff recommends that SANBAG continue its memberships with all of these organizations.

Financial Impact: SANBAG's cost for membership in these organizations is approximately $78,139. Payment of membership dues is within the Executive Directors authority and funding will be incorporated into the Fiscal Year 2013-2014 SANBAG budget.

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

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

BRD1303a-dab

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 8

Date: March 6, 2013

Subject: Annual agreement between the State of California Department of Transportation (Caltrans) and San Bernardino Associated Governments (SANBAG), for the Freeway Service Patrol Program (FSP) Funding

Recommendation:* (1) Approve Agreement No. R13064 between State of California Department of Transportation and San Bernardino Associated Governments to accept State Freeway Service Patrol Program funds for the operation and management of Freeway Service Patrol Services in a not-to-exceed amount of $1,427,229 and to match those funds with Department of Motor Vehicle/Service Authority for Freeway Emergency funds in the amount of $356,808 for a total contract not-to-exceed amount of $1,784,037 as outlined in the Financial Impact Section; and

(2) Authorize the President of the SANBAG Board of Directors to execute Agreement No. R13064.

Background: SANBAG began pursuit of funding for the FSP with the first State FSP allocation in Fiscal Year (FY) 2005/2006. FSP consists of a fleet of tow trucks that travel on selected San Bernardino County freeways during peak periods of congestion to assist motorists with their disabled vehicles. The stretch of highway that the fleet roams up and down is referred to as a "Beat". Over the years, the FSP program

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE	X	CMA	X

Check all that apply.

BRD1303a-jh

http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/R13064.pdf

has demonstrated many benefits to the motoring public by reducing the amount of time a motorist is in an unsafe condition, reducing traffic congestion, as well as decreasing fuel consumption, vehicular emissions and secondary incidents. SANBAG began its program in January 2006 and now has eight separate Beats in operation. The service is provided at peak commute hours Monday through Friday with two shifts: one from 5:30 a.m. to 8:30 a.m. and 3:00 p.m. to 7:00 p.m.

The program is managed through SANBAG staff and is supervised in the field by the California Highway Patrol (CHP).

The FSP program currently operates on the following freeway segments:

Beat 1: I-10 Indian Hill (LA County line) to Haven Avenue
Beat 2: I-10 Haven Avenue to Sierra Avenue
Beat 3: I-10 Sierra Avenue to Waterman Avenue
Beat 4: SR-60 Reservoir Street (LA County line) to Milliken Avenue
Beat 5: I-15 Jurupa Street (Riverside County line) to Summit Avenue
Beat 6: I-215 Center Street (Riverside County line) to 2nd Street
Beat 7: I-215 2nd Street to Palm/Kendall Avenue
Beat 8: I-10 Waterman Avenue to University

This program is funded through a combination of two funding sources: State FSP Funds and Department of Motor Vehicle/Service Authority for Freeway Emergency (DMV/SAFE) funds. State FSP funds are allocated on an annual basis to participating agencies through a formula that is based on population, urban freeway lane miles, and levels of congestion within those areas. Please refer to the attached agreement, which stipulates the FY 12/13 State contribution in the amount of $1,427,229 (80% of total participating costs), and the required local match DMV/SAFE of $356,808 (20% of total participating costs), for a total funding of $1,784,037. State funds must be expended within three fiscal years of obligation; therefore, any funds not claimed in the current fiscal year may be carried over and expended in subsequent years.

This program has had great success since its launch in January 2006. Sixteen tow trucks on eight beats cover more than 67 freeway miles in San Bernardino County and have assisted more than 240,000 stranded motorists.

Upon approval of this agreement by the SANBAG Board, this agreement shall be signed by the SANBAG Board President, who has the full authorization of the Board to sign this fund transfer agreement.

Financial Impact: This item is consistent with the adopted Fiscal Year 2012/2013 budget for Task 704. Approval of this item will provide $1,427,229 in state FSP revenue

and will authorize $356,808 in local match from Department of Motor Vehicle, Service Authority for Freeway Emergency funds. These funds will be used over the next three years.

Reviewed By: This item was reviewed and unanimously recommended for approval by the General Policy Committee on February 13, 2013. SANBAG General Counsel and Contract Administrator have reviewed this item.

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

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. R 13064 Amendment No. _____

By and Between

San Bernardino Associated Governments and California Department of Transportation

Contract Description FY 12/13 Freeway Service Patrol program fund transfer agreement.

Board of Director's Meeting Date: 3/6/13
Overview of BOD Action: Approve agreement R13064 to recieve Freeway Service Patrol funds.

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

CONTRACT OVERVIEW

Original Contract Amount	$	1,427,229	**Original Contingency Amount**	$	0
Revised Contract Amount *Inclusive of prior amendments*	$	1,427,229	**Revised Contingency Amount** *Inclusive of prior amendments*	$	0
Current Amendment Amount	$	0	**Contingency Amendment**	$	0
TOTAL CONTRACT VALUE	$	1,427,229	**TOTAL CONTINGENCY VALUE**	$	0
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	1,427,229

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
7/1/2012	6/30/2015	

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

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 704.
☐ A Budget Amendment is required.
How are we funding current FY?

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

Provide Brief Overview of the Overall Funding for the duration of the Contract:
$1,427,229 will be provided by the state funds and $356,808 will be matched by SANBAG local funds.
☐ Payable ☒ Receivable

CONTRACT MANAGEMENT INFORMATION

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

DUANE A. BAKER		1-23
Task Manager (Print Name)	Signature	Date
JENNY HERRERA		1/23/2013
Project Manager (Print Name)	Signature	Date
Jeffery Hill		1/28/13
Contracts Administrator (Print Name)	Signature	Date
W STAWARSKI		2/1/13
Chief Financial Officer (Print Name)	Signature	Date
Andrea Zureick		1/24/13
Director of Fund Administration & Programming	Signature	Date

FREEWAY SERVICE PATROL PROGRAM
FUND TRANSFER AGREEMENT (Non Federal)

Agreement No. FSP13-6053(001)
Project No. FSP13-6053(107)

Location: 08-SBD-Var-SBAG
AMS Adv ID: 0813000020

THIS AGREEMENT, effective on July 1, 2012, is between the State of California, acting by and through the Department of Transportation, hereinafter referred to as STATE, and the San Bernardino Associated Governments, a public agency, hereinafter referred to as "ADMINISTERING AGENCY."

WHEREAS, Streets and Highways Code (S&HC) Section 2560 et seq., authorizes STA E and administering agencies to develop and implement a Freeway Service Patrol (FSP) program on traffic-congested urban freeways throughout the state; and

WHEREAS, STATE has distributed available State Highway Account funds to administering agencies participating in the FSP Program in accordance with S&HC Section 2562; and

WHEREAS, ADMINISTERING AGENCY has applied to STATE and has been selected to receive funds from the FSP Program for the purpose of Freeway Service Patrol for FY 2012-2013, hereinafter referred to as "PROJECT"; and

WHEREAS, proposed PROJECT funding is as follows:

Total Cost	State Funds	Local Funds	
$1,784,037.00	$1,427,229.00	$356,808.00	; and

WHEREAS, STATE is required to enter into an agreement with ADMINISTERING AGENCY to delineate the respective responsibilities of the parties relative to prosecution of said PROJECT; and

WHEREAS, STATE and ADMINISTERING AGENCY mutually desire to cooperate and jointly participate in the FSP program and desire to specify herein the terms and conditions under which the FSP program is to be conducted; and

WHEREAS, ADMINISTERING AGENCY has approved entering into this Agreement under authority of Resolution No._____ approved by ADMINISTERING AGENCY on _____, a copy of which is attached.

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance

Accounting Officer	Date	$
Jennie Yee	9/19/12	1,427,229.00

R13064

NOW, THEREFORE, the parties agree as follows:

SECTION I

STATE AGREES:

1. To define or specify, in cooperation with ADMINISTERING AGENCY, the limits of the State Highway segments to be served by the FSP as well as the nature and amount of the FSP dedicated equipment, if any, that is to be funded under the FSP program.

2. To pay ADMINISTERING AGENCY the STATE's share, in amount not to exceed $1,427,229.00, of eligible participating PROJECT costs.

3. To deposit with ADMINISTERING AGENCY, upon ADMINISTERING AGENCY's award of a contract for PROJECT services and receipt of an original and two signed copies of an invoice in the proper form, including identification of this Agreement Number and Project Number, from ADMINISTERING AGENCY, the amount of $228,356.64. This initial deposit represents STATE's share of the estimated costs for the initial two months of PROJECT. Thereafter, to make reimbursements to ADMINISTERING AGENCY as promptly as state fiscal procedures will permit, but not more often than monthly in arrears, upon receipt of an original and two signed copies of invoices in the proper form covering actual allowable costs incurred for the prior sequential month's period of the Progress Payment Invoice. The initial deposit will be calculated at 16% of the STATE's total share.

4. When conducting an audit of the costs claimed by ADMINISTERING AGENCY under the provisions of this Agreement, STATE will rely to the maximum extent possible on any prior audit of ADMINISTERING AGENCY performed pursuant to the provisions of state and federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to STATE when planning and conducting additional audits.

SECTION II

ADMINISTERING AGENCY AGREES:

1. To commit and contribute matching funds from ADMINISTERING AGENCY resources, which shall be an amount not less than 25 percent of the amount provided by STATE from the State Highway Account.

2. The ADMINISTERING AGENCY's detailed PROJECT Cost Proposal is attached hereto and made an express part of this Agreement. The detailed PROJECT Cost Proposal reflects the provisions and/or regulations of Section III, Article 8, of this Agreement.

3. To use all state funds paid hereunder only for those transportation-related PROJECT purposes that conform to Article XIX of the California State Constitution.

4. STATE funds provided to ADMINISTERING AGENCY under this Agreement shall not be used for administrative purposes by ADMINISTERING AGENCY. Said administrative costs may be credited toward ADMINISTERING AGENCY's PROJECT matching funds provided claimed administrative costs are specified on ADMINISTERING AGENCY's invoice submittal. If said administrative costs are "indirect", as defined in 2 CFR, Part 225, Cost Principles for State and Local Government, the costs must be allocated in accordance with an Indirect Cost Allocation Plan (ICAP), reviewed and approved by STATE's Office of Audits and Investigation, for each applicable fiscal year.

5. To develop, in cooperation with STATE, advertise, award, and administer PROJECT contract(s) in accordance with ADMINISTERING AGENCY competitive procurement procedures, in compliance with 49 Code of Federal Regulations (CFR) Part 18.36.

6. Upon award of a contract for PROJECT, to prepare and submit to STATE an original and two signed copies of invoicing for STATE's initial deposit specified in Section I, Article 3. Thereafter, to prepare and submit to STATE an original and two signed copies of progress invoicing for STATE's share of actual expenditures for allowable PROJECT costs.

7. Said invoicing shall evidence the expenditure of ADMINISTERING AGENCY's PROJECT participation in paying not less than 20% of all allowable PROJECT costs and shall contain the information described in Chapter 5 of the Local Assistance Procedures Manual (LAPM). Invoicing shall demonstrate ADMINISTERING AGENCY'S PROJECT participation by showing a matched expenditure of funds of at least 25% of the amount provided by the STATE. ADMINISTERING AGENCY invoices shall be submitted to:

State of California
Department of Transportation
Division of Traffice Operations, MS 36
Office of System Management Operations
1120 "N" Street
Sacramento, CA 94274-0001

8. Within 60 days after completion of PROJECT work to be reimbursed under this Agreement, to prepare a final invoice reporting all actual eligible costs expended, including all costs paid by ADMINISTERING AGENCY and submit that signed invoice, along with any refund due STATE, to the address referenced above under Section II, Article 7. Backup information submitted with said final invoice shall include all FSP operational contract invoices paid by ADMINISTERING AGENCY to contracted operators included in expenditures billed to STATE under this Agreement.

9. COST PRINCIPLES

A) ADMINISTERING AGENCY agrees to comply with, and require all project sponsors to comply with, 2 CFR, Part 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.

B) ADMINISTERING AGENCY will assure that its Fund recipients will be obligated to agree that (1) 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 (2) 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 Funds as a contractor or sub-contractor under this Agreement 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.

C) Any Fund expenditures for costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 225, 48 CFR, Chapter 1, Part 31 or 49 CFR, Part 18, are subject to repayment by ADMINISTERING AGENCY to STATE. Should ADMINISTERING AGENCY fail to reimburse Fund moneys due STATE within 30 days of demand, or within such other period as may be agreed in writing between the Parties hereto, STATE is authorized to intercept and withhold future payments due ADMINISTERING AGENCY from STATE or any third-party source, including, but not limited to, the State Treasurer, the State Controller, and the California Transportation Commission.

10. THIRD PARTY CONTRACTING

A) ADMINISTERING AGENCY shall not award a construction contract over $10,000 or other contracts over $25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e), and (f)] on the basis of a noncompetitive negotiation for work to be performed using Funds without the prior written approval of STATE.

B) Any subcontract or agreement entered into by ADMINISTERING AGENCY as a result of disbursing Funds received pursuant to this Agreement shall contain all of the fiscal provisions (Section II, Paragraphs 9, 11, 12, & 13) of this Agreement; and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors.

C) In addition to the above, the preaward requirements of third party contractor/consultants with ADMINISTERING AGENCY should be consistent with Local Program Procedures as published by STATE.

11. ACCOUNTING SYSTEM

ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate Fund expenditures by line item for the PROJECT. The accounting system of ADMINISTERING AGENCY, 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.

12. RIGHT TO AUDIT

For the purpose of determining compliance with this Agreement and other matters connected with the performance of ADMINISTERING AGENCY's contracts with third parties, ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors, and subcontractors, and 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 for three years from the date of final payment of Funds to ADMINISTERING AGENCY. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States Department of Transportation shall each have access to any books, records, and documents that are pertinent for audits, examinations, excerpts, and transactions, and ADMINISTERING AGENCY shall furnish copies thereof if requested.

13. TRAVEL AND SUBSISTENCE

Payments to ADMINISTERING AGENCY for travel and subsistence expenses of ADMINISTERING AGENCY forces and its subcontractors claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced are in excess of those authorized DPA rates, then ADMINISTERING AGENCY is responsible for the cost difference and any overpayments shall be reimbursed to STATE on demand.

14. SINGLE AUDIT

ADMINISTERING AGENCY agrees to include all state (Funds) and federal funded projects in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with Office of Management and Budget Circular A-133.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the encumbrance of funds under this Agreement. Funding and reimbursement is available only upon the passage of the State Budget Act containing these STATE funds. The starting date of eligible reimbursable activities shall be JULY 1, 2012.

2. All obligations of ADMINISTERING AGENCY under the terms of this Agreement are subject to authorization and allocation of resources by ADMINISTERING AGENCY.

3. ADMINISTERING AGENCY and STATE shall jointly define the initial FSP program as well as the appropriate level of FSP funding recommendations and scope of service and equipment required to provide and manage the FSP program. No changes shall be made in these unless mutually agreed to in writing by the parties to this Agreement.

4. Nothing in 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 with respect to the maintenance of State highways different from the standard of care imposed by law.

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

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

7. ADMINISTERING AGENCY will maintain an inventory of all non-expendable PROJECT equipment, defined as having a useful life of at least two years and an acquisition cost of $500 or more, paid for with PROJECT funds. ADMINISTERING AGENCY shall define in PROJECT contract who shall take ownership of all equipment at the conclusion of the Project.

8. ADMINISTERING AGENCY and its sub-contractors will comply with all applicable Federal and State laws and regulations, including but not limited to, 2 CFR, Part 225, Cost Principles for State and Local Governments, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

9. In the event that ADMINISTERING AGENCY fails to operate the PROJECT commenced and reimbursed under this Agreement in accordance with the terms of this Agreement or fails to comply with applicable Federal and State laws and regulations, STATE reserves the right to terminate funding for PROJECT, or portions thereof, upon written notice to ADMINISTERING AGENCY.

10. This Agreement shall terminate on June 30, 2015. However, the non-expendable equipment and liability clauses shall remain in effect until terminated or modified in writing by mutual agreement.

STATE OF CALIFORNIA

Department of Transportation

By: _____

Office of Project Implementation, South
Division of Local Assistance

Date: _____

San Bernardino Associated Governments

By: _____

Janice Rutherford

Title: President

SANBAG Board of Directors

Date: _____

STATE OF CALIFORNIA. DEPARTMENT OF TRANSPORTATION

PROGRAM SUPPLMENT AND CERTIFICATION FORM

PSCF (REV. 01/2010)

TO: STATE CONTROLLER'S OFFICE
Claims Audits
3301 "C" Street, Rm 404
Sacramento, CA 95816

DATE PREPARED: 9/19/2012

PROJECT NUMBER: 0813000020

REQUISITION NUMBER / CONTRACT NUMBER: RQS 081300000068

FROM:
Department of Transportation

SUBJECT:
Encumbrance Document

VENDOR / LOCAL AGENCY:
San Bernardino Associated Governments

$ 1,427,229.00

PROCUREMENT TYPE:
Local Assistance

CHAPTER	STATUTES	ITEM	YEAR	PEC / PECT	TASK / SUBTASK	AMOUNT
21	2012	2660-102-042	2013	2030010600	262040	$ 1,427,229.00

ADA Noti For individuals with sensory disabilities, this document is available in alternate formats. For information, call (915) 654-6410 of TDD (916) -3880 or write Records and Forms Management, 1120 N. Street, MS-89, Sacramento, CA 95814.

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: March 6, 2013

Subject: SANBAG Park and Ride Lease Program lease template.

Recommendation:*

1. Approve the attached template for San Bernardino Associated Governments' Park and Ride lease program;

2. Authorize the Executive Director to execute contracts for each lease program for a not-to-exceed amount of $25,000 per contract.

Background:

Currently, San Bernardino Associated Governments (SANBAG) has a Park and Ride (PNR) Lease Program, which was originally approved by the Board of Directors in 2004. Past practice has allowed the Executive Director to execute the template lease with property owners who have excess parking they are willing to lease for Park and Ride purposes. The attached template is being brought back for review with some minor revisions to it. The template has been updated with current legal language as well as minor adjustments made to the terms based on experience to date with the PNR program.

The purpose of this program is to locate properties with ample parking, available primarily Monday through Friday, and execute a lease for a determined amount of parking spaces at a determined rate. There are three parties to the Lease; SANBAG, Department of Transportation (Caltrans) and the property owner. Caltrans is primarily responsible for liability while motorists use the lots, as well as installing signage on the freeways

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	

Check all that apply.

BRD1303a-nm

http://portal.sanbag.ca.gov/mgmt/workgroups/mobility/rideshare/pnr/Shared%20Documents/PNRLeaseTemplate0113SANBAG.docx

and local streets and roads directing motorists to the PNR location. These spaces would then be made available to commuters participating in ridesharing.

This lease strategy has been found very effective, in that a leased lot can be up and running within several months; whereas the construction of a new PNR is not only costly, but time consuming. In addition, if motorists for whatever reason, do not utilize the leased spaces, then the agreement with the property owner can be terminated. In a permanent location, the disposition of the PNR lot is much more difficult and time consuming.

Currently, SANBAG has five (5) open PNR lots. They are listed below as well as the number of spaces available.

Name	City	Number of Spaces
Highland Avenue Community Church	Rancho Cucamonga	120
Montecito Baptist Church	Ontario	51
St. Paul the Apostle Catholic Church	Chino Hills	77
Shepherd of the Hills Lutheran Church	Rancho Cucamonga	66
Community Baptist Church	Rancho Cucamonga	35

Financial Impact: $40,380 has been budgeted in the FY 2012/2013 budget. Funds for lease payments in years beyond FY 2012/2013 will be budgeted accordingly. Lease payments are budgeted in Valley TMS and CMAQ.

Reviewed By: This item was reviewed and unanimously recommended for approval by the General Policy Committee on February 13, 2013. SANBAG General Counsel and Contract Administrator have reviewed and approved this item and the contract template. Caltrans has reviewed the contract template.

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

BRD1303a-nm

WHEN RECORDED MAIL TO:

San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715

Exempt From Filing Fees
Government Code § 6103

PARK & RIDE LOT LEASE NO. _____
BETWEEN THE CALIFORNIA DEPARTMENT OF TRANSPORTATION,
SAN BERNARDINO ASSOCIATED GOVERNMENTS
AND _____

1. PARTIES AND DATE.

This Park & Ride Lot Lease ("Lease") is made this _____ day of_____, _____ ("Effective Date") by and among the SAN BERNARDINO ASSOCIATED GOVERNMENTS (SANBAG), acting in its capacity as the San Bernardino County Transportation Authority and the CALIFORNIA DEPARTMENT OF TRANSPORTATION ("The Department") (individually and collectively "Lessee") as Lessee, and _____("Owner") as Lessor.

2. RECITALS.

2.1 Owner is the owner of certain real property (the "Site") located at _____ _____, _____ in the County of San Bernardino, California, Assessor's Parcel Number (APN) _____ and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference; and

2.2 Lessee desires to lease a portion of the Site from Owner for the purpose of providing a parking lot for the use of members of the public in forming and participating in commuter carpools and vanpools ("Park and Ride Lot"); and

2.3 Owner desires to lease a portion of the Site to Lessee for use as a Park and Ride Lot in consideration for the covenants set forth herein; and

2.4 Lessee and Owner desire to reduce the full terms of their Lease to writing;

NOW, THEREFORE, in consideration of the above recitals, and the terms and conditions contained herein, Lessee and Owner agree as follows:

3. TERMS.

3.1 Effective Date. This contract shall be effective as of_____, ***201X.***

3.2 Maximum Obligation. SANBAG's maximum obligation shall be _____ _____, ($_____) based on the following:

3.2.1 _____ ($_____) for _____(XX) spaces at _____($XX.XX) per space per month for a _____(number)_____month period and will be paid quarterly as indicated below as rent for the term of this Lease.

Date	$
Date	$
Date	$
Date	$
Date	$
Date	$
Total	$

The rent payable and Stipend shall be delivered to the following:

Attn: Name
Name of Company
Address
City, State Zip

If SANBAG fails to make any rental payment when due, this Lease and Lessee's right to possession shall terminate, provided Owner has made written demand to SANBAG for rental payment and SANBAG has failed to pay rent within 30 calendar days after such demand has been made.

3.3 Lease of Site. Owner hereby leases to Lessee, and Lessee hereby leases from Owner, a portion of the Site (the "Park and Ride Lot"), as shown cross-hatched in Exhibit "B" attached hereto and incorporated herein by this reference, and more particularly described in Exhibit "A" and containing **XX** automobile and van parking spaces on the terms covenants and conditions set forth in this Lease. For purposes of this Lease, the Park and Ride Lot shall also include any described appurtenances, including any improvements now or hereafter located on the Park and Ride Lot, notwithstanding that any such improvements may or shall be construed as affixed to and constituting part of the Site, and without regard to whether ownership of the improvements is in Lessee or Owner.

3.4 Use. The leased premises shall be used by Lessee solely for the purpose of maintaining and operating a Park and Ride Lot. Members of the public shall be entitled to use the designated parking spaces without limitation as to time of day or day of the week. Lessor agrees to provide Lessee twenty-one (21) calendar days' notice of any repairs or improvements or other events that will make the Park and Ride Lot inaccessible to the public for carpool/vanpool purposes. Lessee agrees not to engage in any activity, or agreement or

relationship with any other party, that would interfere with Lessee's use of the Park and Ride Lot or would include any collection of fees or rent of any nature from any person using the Park and Ride Lot. The **designated** parking spaces will be properly lit in accordance with generally-accepted standards for public parking lots throughout the year from 4:00 am to 9:00 pm each day. Owner will install a timer for lighter, a light sensor or whatever method deemed reliable to ensure all Park and Ride spaces have sufficient lighting at all times during said hours. Owner shall maintain such lighting systems in good repair and replace burned out or non-functional lighting sources within 72 hours.

3.5 Signage. The Department may, in its sole discretion and at its own expense, place signs (i) within the Site to designate the perimeter of the Park and Ride Lot and the designated spaces therein; and (ii) outside the Site, on freeways and streets, to disclose the existence of the Park and Ride Lot and to provide directions to the Site. Such signs shall be placed in a manner consistent with applicable local laws and national standards for roadside information services and installations. The signs shall be substantially in the locations shown in Exhibit "B", and shall be in a form used by The Department for other park and ride lots. The Department shall retain the right to amend signage so long as such changes are consistent with local ordinances and state law. Upon termination of this Lease, The Department shall remove such signs at its own expense and repair related damage.

Notwithstanding any other provision in this Agreement, except for the signs placed within or outside of the Site pursuant to (i) or (ii) of the preceding paragraph in this Section 3.5, The Department may not construct any other Improvements without the express written approval of Owner in its sole and absolute discretion.

3.6 Term. The initial term of this Lease shall expire ***End date***. This Lease may thereafter be renewed from year to year, with terms and conditions, including rent amount, to be mutually agreed between the parties. The Executive Director of SANBAG is hereby authorized to renew or extend this Lease within his or her discretion, subject to the availability of funds. Lessee shall provide written notice to Owner thirty (30) calendar days prior to the expiration of the initial term of any extended term of Lessee's desire to extend this Lease.

3.7 Early Termination. Either Lessee or Owner may terminate this Lease at any time prior to its expiration upon sixty (60) calendar days' written notice to the other party. If this Lease is terminated as provided for herein, Owner shall refund to SANBAG on a pro rata basis any rental payments paid by SANBAG for days following the date of the termination.

3.8 Maintenance.

3.8.1 Throughout the term of this Lease, Owner shall maintain the Site and shall promptly and diligently repair, restore or replace improvements, other than any installed by Lessee, as required, to maintain the safety and usability of the Park and Ride Lot. Owner agrees to notify Lessee promptly of any defects or damages in the Site which could give rise to third party injury or damage, even though Lessee retains the right to make periodic inspections of its own of the Park and Ride Lot.

3.8.2 The Department agrees to maintain and repair all signage improvements to the Park and Ride Lot made pursuant to paragraph 3.5 above, for the term of this Lease.

3.8.3 Any landscaping, maintenance or repairs performed by Owner shall be carried out in compliance with all laws, permits, licenses or other governmental authorizations, rules, ordinances, orders, decrees and regulations now or hereafter enacted, issued or promulgated by federal, state, county, municipal and other governmental agencies, bodies and courts having or claiming jurisdiction and all insurance companies insuring all or any part of the Site. Owner shall provide Lessee with written notice at least twenty-one (21) calendar days prior to any repair or maintenance of the Site which would interfere with the use of the Park and Ride Lot, except in cases of emergency.

3.9 Restrictions on Use. Lessee and Owner agree, in using the Site:

3.9.1 Not to use or permit or suffer the Park and Ride Lot to be used in any manner which would violate any license, permit or other governmental authorization which is required for the lawful use of all or any portion of the Park and Ride Lot. If any license, permit or other governmental authorization is required for the lawful use of this Park and Ride Lot, Owner shall procure and maintain the same throughout the term of the Lease.

3.9.2 Not to commit any waste or suffer any waste to be committed upon the Park and Ride Lot.

3.9.3 Not to keep, use, sell or offer for sale on the Park and Ride Lot any article, or conduct any activity, which each party knows or should know is prohibited by any law or regulation or any insurance policy maintained by Owner or Lessee.

3.10 Right of Entry. Lessee and Owner shall permit the other or its agents to enter upon the Park and Ride Lot at any reasonable time to inspect the same and to carry on all maintenance as required under this Lease.

3.11 Taxes and Assessments. Owner shall pay or cause to be paid all real or personal property taxes, possessory use taxes, general and special assessments, excises, impositions, levies, and other charges of every description now or hereafter levied on, assessed against or otherwise imposed with respect to the Park and Ride Lot, the Owner's improvements located on the Park and Ride Lot, or the Owner's personal property located on or in the Park and Ride Lot.

3.12 Utilities. Owner shall pay for all utilities serving the Park and Ride Lot.

3.13 Assignments and Subletting. Lessee shall not transfer, assign or sublet voluntarily, involuntarily, directly or indirectly, Lessee's interest under this Lease without the prior written consent of Owner, which consent shall not be unreasonably withheld. An assignment under this paragraph shall be permitted if the assignee is a governmental agency with general authority over Park and Ride Lots.

3.14 Insurance. The Department will, at all times during the term of this Lease, take out and keep in force at its own expense; (i) public liability insurance in the aggregate amount of not less than $5,000,000 to protect Owner and SANBAG, their officers, agents, and employees against any liability to any person or entity incident to the use of, or resulting from the installation, maintenance, use or any user of the Park and Ride Lot; and (ii) property damage liability insurance in the amount of not less than $5,000,000 to protect Owner and SANBAG, their officers, agents and employees against any liability for damage to property, including property of Owner, caused by or resulting from the installation, maintenance, of use of the Park and Ride Lot. SANBAG and Owner shall be added as additional insured on such policy.

3.15 State Responsibility for Property Damage to Assets of Owner. The Department shall reimburse Owner for the cost of any loss of or damage to the property of Owner caused by or resulting from the installation, maintenance, or use of the Park and Ride Lot up to a limit of $10,000 per occurrence, but not exceeding the cost of replacing the loss or damaged property with that of like kind and quality.

3.16 Indemnity.

3.16.1 Lessee agrees, to the extent permitted under California law to, indemnify, defend and hold Owner and its officers, partners, employees, consultants and agents harmless from any claims, judgments, damages, penalties, fines, costs, liabilities (including sums paid in settlement of claims), or loss, including without limitation attorneys' fees, consultant fees and expert witness fees, which arise as a result of any negligent acts or omissions or willful misconduct of Lessee in connection with the operation of the Park and Ride Lot.

3.16.2 Owner agrees to indemnify, defend and hold SANBAG and its elected officials, The Department and its respective officials, and all other officers, employees, consultants and agents of SANBAG and The Department harmless from any claims, judgments, damages, penalties, fines, costs, liabilities (including sums paid in settlement of claims), or loss, including without limitation attorneys' fees, consultant fees and expert witness fees, which arise as a result of any negligent acts or omissions or willful misconduct of Owner in connection with the Park and Ride Lot.

3.17 Joint and Several Obligations. Whenever the term "Lessee" is used to refer to SANBAG and The Department collectively in this Lease, all obligations and rights of Lessee shall run jointly and severally to both SANBAG and The Department, and both SANBAG and The Department may independently exercise any right and shall be independently responsible for performing all obligations imposed on Lessee under this Lease. This clause shall not apply to obligations or rights specifically identified individually to either SANBAG or The Department.

3.18 Surrender of Site. At the expiration of the term of this Lease, or upon any sooner termination of this Lease, Lessee shall quit and surrender possession of the Park and Ride Lot and its appurtenances thereto and The Department will remove any improvements and repair any damage to the Park and Ride Lot to restore the lot to the condition in which it was received, reasonable wear and tear by use and damage by the elements excepted.

3.19 Default. Neither Owner nor Lessee shall be in default of this Lease unless notice specifying the default is given by the party claiming the default and the party receiving such notice fails to promptly and diligently cure the default within fifteen (15) calendar days after notice is given or, if the default is of a nature that cannot reasonably be cured within fifteen (15) days, cure is commenced within such time and thereafter diligently pursued to completion.

3.20 Waiver. No waiver of any default shall constitute a waiver of any other breach or default, whether of the same or of any other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by any party shall give any other party any contractual right by custom, estoppel or otherwise.

3.21 Notices. All notices required under the Lease shall be given in writing to the following addresses or such other addresses as the parties may designate by written notice:

To SANBAG:	Attn: Executive Director San Bernardino Associated Governments 1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
With a Copy to:	General Counsel San Bernardino Associated Governments 1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
To The Department:	Attn: Name Deputy District Director for Operations California Department of Transportation 464 West Fourth Street, 6th Floor San Bernardino, CA 92401-1400
To Owner:	Attn: Name Company Address City, State Zip

Notice shall be deemed received as follows, depending upon the method of transmittal; by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by United States Mail, certified, return receipt requested, as of five (5) mail delivery days after deposit in the United States Mail.

3.22 Subject to Appropriation of Funds. All obligations of Lessee under this Lease are subject to the appropriation of sufficient funds by the California State Legislature, to allocation of those funds by the California Transportation Commission, and to appropriation of sufficient funds by SANBAG's Board of Directors.

3.23 Authority to Enter Lease. Except as stated in the preceding sentence, each party warrants that the individuals who have signed this Lease have the legal power, right, and authority to enter into this Lease so as to bind each respective party to perform the conditions contemplated herein, and there are no consents or approvals required to be obtained from any individual or entity prior to either party's making or entering into this Lease of fulfilling the conditions contained herein.

3.24 Severability. If any portion of this Lease is declared by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Lease shall continue in full force and effect to the extent that the intent and purpose of the Lease may still be fulfilled.

3.25 Time is of the Essence. Time is of the essence in this Lease, and both parties agree to execute all documents and to proceed with due diligence to complete all covenants and conditions set forth herein.

3.26 Attorneys' Fees and Costs. If any legal action or other proceeding is brought for the enforcement or defense of this Lease, or because of any alleged dispute, breach, default, or misrepresentation in connection with any provision of this Lease, the prevailing party shall be entitled to recover its reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

3.27 Governing Law and Venue. This Lease shall be construed in accordance with and governed by the laws of the State of California. Any lawsuit brought to enforce this Lease shall be brought in an appropriate court in San Bernardino County, State of California.

3.28 Days. Any term in this Lease referencing time, days, or period for performance shall be deemed to be calendar days and not work days.

3.29 Entire Agreement. This written document contains the entire agreement of Owner and Lessee and supersedes any prior oral or written statements or agreements between the parties. No supplement, modification, or amendment of this Lease shall be binding unless executed in writing by all parties.

3.30 Binding on Assigns. Subject to the provisions of this Lease relating to assignment, each and all of the covenants and conditions of this Lease shall be binding on and shall inure to the benefit of the heirs, successors, executors, administrators, assigns, and personal representatives of the respective parties.

3.31 Counterparts. This Lease may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

3.32 Captions. The captions of the various articles and paragraphs of this Lease are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Lease or of any part or parts of this Lease.

3.33 Eminent Domain.

3.33.1 If any portion of the Park and Ride Lot is taken by eminent domain and a portion remains which is usable by Lessee for the purposes set forth in paragraph 2, this Lease shall, as to the part taken, terminate without further liability or obligation on the part of Owner or Lessee as of the date title shall vest in the condemnor, or the date prejudgment possession is obtained through a court of competent jurisdiction, whichever is earlier, and the Lease shall remain in effect as to the balance, with a prorate abatement of rent for any parking spaces lost. However, in such event, Lessee reserve a right to terminate this Lease without further liability or obligation on the part of Owner or Lessee as of the date when title to the part taken vests in the condemnor or of the date of prejudgment possession.

3.33.2 If the entire Park and Ride Lot is taken by eminent domain, or such a portion is taken so that the Park and Ride Lot is rendered unusable for the purposes set forth in paragraph 2, this Lease shall terminate without further liability or obligation on the part of Owner or Lessee.

3.34 Incorporation of Recitals. The Recitals constitute a material part of this Agreement and are incorporated by this reference as though fully set forth herein.

IN WITNESS WHEREOF, this Lease has been executed by the parties as of the date first written above.

COMPANY NAME

By: _____

Print Name: _____

SAN BERNARDINO ASSOCIATED GOVERNMENTS

By: _____

Raymond W. Wolfe, PhD.
Executive Director

CALTRANS

By: _____

Insert Name
Deputy District Director for Operations

Approved as to Legal Form:

By: _____

Eileen Teichert
General Counsel

Concurrence:

By: _____

Jeffery Hill
Contract Administrator

Exhibit "A"

Legal Description of Site

Exhibit "B"

Map of Site

Exhibit "B" Page 2

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: March 6, 2013

Subject: Transportation Development Act (TDA) – Article 3 Pedestrian and Bicycle Facilities and Transit Stop Access Improvement Call for Projects

Recommendation:* Authorize the release of TDA Article 3 Call for Projects for the following two programs:

1) Pedestrian and Bicycle Facility Projects
2) Transit Stop Access Improvement Projects

Background: The TDA provides that 2% of the Local Transportation Funds (LTF) be made available to counties and cities for facilities for the exclusive use of pedestrians and bicyclists, known as TDA Article 3 Program. In August 1999 the SANBAG Board approved a policy that 20% of the Article 3 program would be made available for projects that improve access to transit stops for pedestrians and persons with disabilities. The remaining 80% would be available for pedestrian and bicycle projects.

In December 2011 the Board awarded $3,775,514 for Pedestrian and Bicycle Projects and $799,198 for Transit Stop Access Improvement projects. These projects are to be completed within a three year time frame, or December 2014.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply

BRD1303a-tb
http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2013/brd13.3/AgendaItems/BRD1303a1-tb.doc
http://portal.sanbag.ca.gov/mgmt/committee/gpc/gpc2013/gpc1302/AgendaItems/GPC1302a2-tb.doc

This time, a total of $3,810,026 of Article 3 Bike and Pedestrian funds are estimated to be available for award. As in the past, staff is proposing to issue two calls-for-projects which will be issued concurrently. Attachment 1 presents the call-for-projects for Pedestrian and Bicycle Projects representing 80% of the available Article 3 funds, or $3,029,621. Proposed projects must be consistent with the most recent Non-Motorized Transportation Plan approved by the SANBAG Board. Eligible expenditures include:

- Preliminary engineering leading to construction of pedestrian or bicycle facilities
- Right-of-way acquisition necessary for pedestrian or bicycle facilities
- Construction or reconstruction of Class I, II and III bicycle facilities and sidewalks
- Provision of curbs, gutters and driveway ramp paving on a sidewalk project
- Purchase and installation of bicycle locker and/or racks at major employment centers, park-and-ride lots and transit terminals

Attachment 2 presents the call-for-projects for Transit Stop Access Improvement Projects representing 20% of the available Article 3 funds, or $767,405. Under this call, no single jurisdiction shall receive more than 10% of the funds available unless there are an insufficient number of project applications to fully utilize the amount available. Eligible expenditures include:

- Web-based mapping, photography or other visual imagery to provide information on stop accessibility to users of a transit system
- Retrofitting sidewalks with accessibility ramps to improve access to existing bus stops
- Construction of bus stop pads, including pads for bus shelters, but not including purchase and installation of bus shelters or benches at existing bus stop locations
- Construction of bus stop pads, including pads for bus shelters, but not including purchase and installation of bus shelters or benches at new bus stop locations
- Construction of new sidewalks to serve existing bus stop locations
- Construction of new sidewalks to serve new bus stop locations

Staff anticipates issuing the call-for-projects on March 6, 2013 with project applications due to SANBAG by May 8, 2013. Application review would occur during May with a recommendation on projects provided to the June General Policy Committee and the Board of Directors on July 3, 2013.

It is currently anticipated that the evaluation panel for each call-for-projects will be comprised of two members from SANBAG, two to four members from a city/town, one member from the County, one from a neighboring County Transportation Commission, and one from bicycle or transit user group.

Financial Impact: This item is consistent with the FY12/13 Budget and with the agency's administrative responsibilities under the TDA. The staff work effort associated with this item is funded under Task 050211000 – TDA Administration.

Reviewed By: This item was reviewed by the Transportation Technical Advisory Committee on February 4, 2013 and was reviewed and unanimously recommended for approval by the General Policy Committee on February 13, 2013.

Responsible Staff: Tim Byrne, Chief of Planning

ATTACHMENT 1

TRANSPORTATION DEVELOPMENT ACT ARTICLE 3 BIENNIAL CALL FOR PROJECTS FOR

FOR BICYCLE AND PEDESTRIAN FACILITIES

Issued: March 6, 2013

BRD1303a1-ss
2013Article3CallBicyclePed-teb

Background:

In August 1999, the SANBAG Board approved a policy that 80% of the Transportation Development Act (TDA) Article 3 funds would be made available for projects that implement or improve bicycle and pedestrian facilities. The remaining 20% of TDA Article 3 funds will be made available through a separate Call for Projects specifically for projects that improve access to transit stops for pedestrians and persons with disabilities. The total amount available in this call for projects is $3,069,621 and is comprised of funds from unused allocation of prior TDA awards and two fiscal years of revenue (FY 2012/2013 & FY 2013/2014).

Upon approval of a project list by the SANBAG Board, Article 3 funds will be allocated to the project sponsor agency. Allocated funds will remain available for two full fiscal years after the year of Board approval.

Proposed bicycle and pedestrian facility projects must meet the following guideline requirements:

- Bicycle projects submitted for approval must be included in the 2011 Non-Motorized Plan. Project costs do not necessarily need to match.
- Sidewalk or other pedestrian projects do not need to be included in the 2011 Non-Motorized Transportation Plan.
- Local jurisdiction must have adopted the 2011 Non-Motorized Plan or adopted a Non-Motorized Plan that is in conformity with the requirements of the State Bicycle Transportation Account. Resolution adopting plan must be included as an attachment to the application.
- The minimum match for this grant program is 10%. No award of Article 3 Bicycle and Pedestrian funds will be for more than 90% of the total project cost. However, overmatching is encouraged and provides additional application points as outlined in the scoring criteria below. In the event that a project cannot be fully funded, SANBAG may recommend partial funding for award.
- Agencies awarded funds will not be reimbursed for any project cost overruns. The allocated amount represents the maximum amount eligible for reimbursement. For projects completed under the allocated amount, the agency will be reimbursed at the matching ratio in effect at the time of project selection and approval. (Example: If an agency commits to a 25% match for a $10,000 project, the amount of Article 3 awarded would be $7,500. If the completed project cost was $8,000, the amount of Article 3 funds disbursed to the agency would be $6,000.)
- Design and construction of facilities must conform to the general design criteria for non-motorized facilities as outlined in the Caltrans Highway Design Manual.

Eligible Expenditures:

1. Preliminary engineering leading to construction of pedestrian or bicycle facilities
2. Right-of-way acquisition necessary for pedestrian or bicycle facilities
3. Construction or reconstruction of Class I, II and III bicycle facilities and sidewalks
4. Provision of curbs, gutters, and driveway ramp paving on a sidewalk project
5. Purchase and installation of bicycle lockers and/or racks at major employment centers, park-and-ride lots and transit terminals

The construction of sidewalks fronting undeveloped land on a project may not exceed 15% of the total project length. Match paving for sidewalk projects is not an eligible project cost.

Additional Information:

Jurisdictions shall submit one application per project and transmit the application to SANBAG with a cover letter. Should a jurisdiction submit more than one project, provide a prioritization list for all of the applications submitted as part of the cover letter.

The application must include a clear project description discussing the nature and type of project being proposed for funding. The description shall include important design considerations and identify the location of the project and the transportation purpose to be served. A map depicting the project location and limits along with principle streets, transit routes, nearby city and county boundaries, and prominent landmarks shall be included. The map shall be inserted on page 1 of the project submittal form.

Project proposals will be reviewed by an evaluation committee. The evaluation committee, using the criteria contained in this call-for-projects, will score the proposed projects. The evaluation committee is anticipated to be comprised of two SANBAG staff, engineering, public works or parks and recreation representatives from two cities/towns and the County, one member from an adjacent county transportation commission, and one from bicycle or transit user group. Based on the evaluation committee proposed project scores, the evaluation committee will make its recommendation to SANBAG Plans and Programs Committee who will forward its recommendation to the full SANBAG Board.

Project Evaluation Criteria:

Evaluation Criteria	Possible Score
Overall Quality of Application – Up to ten points will be awarded based on the overall quality of the application submitted for a project.	10
Potential Use – Up to 10 points will be awarded based on the extent of the potential use of a bicycle or pedestrian facility. Provide socioeconomic data, ADT/trip generation information or other data to support the forecasted use and/or need for the project.	10
Connectivity – The relation of the proposed project to the regional and local systems. Proposed projects will receive 5 points if it is linked or connects to two or more existing regional facilities; 5 points if project involves more than one jurisdiction. Five points for Class I projects that are listed included in the list of backbone projects on page 7-2 and three points for connecting to one of the backbone projects listed on page 7-2.	15
Destinations Served – One point will be awarded for each destination served by the proposed project (e.g., employment center, school or college, retail center and/or downtown area, park and other recreational use, public building, including library, museum, government office) up to a maximum of ten points.	10
Safety – The extent to which the proposed project will increase safety for the non-motorized public. Consideration will be given to number of accidents in a project area, severity of accidents in an area and whether or not the project exceeds the minimum standards identified in the Caltrans Highway Design Manual.	10
Local Matching Funds – Proposed projects will receive the following points based upon the extent of local match provided: 5 points for 15-24%; 10 points for 25-34%; 15 points for 35-49%; and 20 points for 50% or greater.	20
Intermodal Access – Five points will be award to proposed projects connecting to park-and-ride lots, major existing intermodal transit stations (bus and rail), and regional airports. Three points will be awarded to proposed projects connecting to future park-and-ride lots, major existing intermodal transit stations (bus and rail), and regional airports and one point will be awarded to proposed projects including an existing bus stop within its limits.	5
Project readiness/Cost Effectiveness – Five points will be awarded where existing roadways, pavement conditions, intersection signalization and other existing infrastructure accelerate project development. Ten points will be awarded where project design and environment clearances are complete and can be verified.	15
Timeliness of Prior Project Completion – Five points will be awarded if the project proponent delivered the project within the two year timeline the last time the agency was awarded TDA funding.	5
Total Possible Score	100

BRD1303a1-ss
2013Article3CallBicyclePed-teb

Call for Projects Schedule:

Issue Call for Projects	Wednesday, March 6, 2013
Project Proposals Due	Wednesday, May 8, 2013
Recommendation to General Policy Committee	Wednesday, June 12, 2013
Recommendation to Board	Wednesday, July 3, 2013

Project Completion and Payment:

Sponsor agencies receiving an allocation of $250,000 or less shall be reimbursed in arrears and upon proof of satisfactory project completion. Agencies receiving an allocation of $250,000 or more may request progress payments, however, 20% of the awarded funds shall be held by SANBAG until proof of satisfactory project completion. Each recipient shall prepare a project completion report, including pictures of completed project(s) when requesting reimbursement. SANBAG will reimburse the recipient within 45 days. Recipient must retain all records necessary for the fiscal and compliance audit that will be conducted at the end of each fiscal year. Projects selected under this process must be completed within the two full fiscal year period. Any funds allocated and not disbursed by the end of the two full fiscal year period shall be unallocated and returned the Article 3 Bicycle and Pedestrian Facilities fund.

BRD1303a1-ss
2013Article3CallBicyclePed-teb

San Bernardino Associated Governments
Project Submittal Form
LTF, Article 3 Pedestrian/Bicycle Program
FY 2012/2013-2013/2014

AGENCY:	CONTACT:	PHONE:
PROJECT NAME:		
PROJECT LOCATION MAP		
Insert Project Map Here		
PROJECT DESCRIPTION:		
PROJECT TYPE:		
PROJECT LENGTH:		
AMOUNT OF THE LOCAL MATCH: SOURCE OF FUNDS FOR LOCAL MATCH: IS RESOLUTION ATTACHED TO APPLICATION:		

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PLEASE PROVIDE DATA TO SUPPORT THE POTENTIAL USE OF THE BICYCLE OR SIDEWALK FACILITY PROPOSED IN THIS APPLICATION:

PLEASE DESCRIBE HOW THE PROJECT IS SITUATED WITHIN THE REGIONAL SYSTEM:

PLEASE OUTLINE THE DESTINATIONS SERVED BY THIS PROJECT:

DESCRIBE HOW THIS PROJECT IMPROVE THE SAFETY OF CYCLISTS AND/OR PEDESTRIANS USING THE CORRIDOR:

EXPLAIN THE MULTIMODAL OR TRANSIT SYSTEM CONNECTIVITY PROVIDED BY THIS PROJECT:

ESTABLISH THE LEVEL OF THE PROJECT'S READINESS:

HAS THE AGENCY DELIVERED PAST PROJECTS ON SCHEDULE? IF YES, WHAT STEPS WILL BE TAKEN TO ENSURE SIMILAR RESULTS. IF NO, WHAT STEPS WILL BE TAKEN TO PREVENT A SIMILAR OCCURRENCE.

ESTIMATED PROJECT COSTS (FOR MATCHING FUND CALCULATIONS:

1. **PRELIMINARY ENGINEERING, PROJECT ENGINEERING AND DESIGN COSTS** $_____

2. **RIGHT-OF-WAY COST** $_____

3. **PROJECT DEVELOPMENT COST** $_____

4. **TOTAL PROJECT COST** $_____

5. **LTF, ARTICLE 3 FUNDS REQUESTED** $_____

6. **LOCAL MATCH** $_____

7. **PERCENT LOCAL MATCH (LINE 6/LINE 4)** $_____

ATTACHMENT 2

TRANSPORTATION DEVELOPMENT ACT ARTICLE 3 BIENNIAL CALL FOR PROJECTS FOR TRANSIT STOP ACCESS IMPROVEMENTS

Issued: March 6, 2013

BRD1303a2-ss

Background:

In August 1999 the SANBAG Board approved a policy that 20% of the Transportation Development Act (TDA) Article 3 funds would be made available for projects that improve access to transit stops for pedestrians and persons with disabilities. The remaining 80% of TDA Article 3 funds will be made available through a separate Call for Projects specifically for bicycle and pedestrian facilities.

This program has been developed in recognition of the importance of providing safe and accessible paths of travel to existing and proposed bus stop locations. In some instances, the provision of accessible pathways to bus stops may reduce the demand for complementary paratransit service provided by the Americans with Disabilities Act (ADA). The total amount available in this call for projects is estimated to be $767,405 and is comprised of funds from unused prior allocations and funds from two fiscal years (FY 2012/2013 and 2013/2014).

Applicants may be cities, the county or transit operators/claimants. No single jurisdiction shall receive more than 10% of the funds available under this call for projects unless there are an insufficient number of project applications to fully utilize the amount available. Joint power agency transit operators who are the lead agency for implementing the proposed projects may receive awards above the 10% limit. Upon approval of a project list by the SANBAG Board, Article 3 funds will be allocated to the project sponsor agency. Allocated funds will remain available for two full fiscal years after the year of Board approval.

Eligible Expenditures:

1. Web-based mapping, photography or other visual imagery to provide information on stop accessibility to users of a transit system.

2. Retrofitting sidewalks with accessibility ramps to improve access to existing bus stops.

3. Construction of bus stop pads, including pads for bus shelters, but not including purchase and installation of bus shelters or benches at existing bus stop locations.

4. Construction of bus stop pads, including pads for bus shelters, but not including purchase and installation of bus shelters or benches at new bus stop locations

5. Construction of new sidewalks to serve existing bus stop locations.

6. Construction of new sidewalks to serve new bus stop locations.

Eligible project costs include expenses associated with: right of way acquisition or easement; preliminary engineering and design; plans, specifications and estimates; and construction. All projects must comply with the applicable Americans with Disabilities

Act Accessibility Guidelines (ADAAG), Health and Safety Code, Sections 18901 to 18949.6 of the State Building Standards Law as issued by the California Building Standards Commission, and comply with local building and construction codes and requirements.

Additional Information:

Each application should include a prioritized listing of access improvement projects. Projects shall be classified as one of the six types of projects identified under the eligibility section above. Each project description should identify whether the existing right of way or a new easement is required for the proposed project. Where possible, the applicant should document that the proposed project addresses a problem area identified by current users of the transit service or through a survey of bus stop accessibility. The applicant should identify the number of bus routes and daily buses serving the stop, current or expected daily boardings and alightings as well as key activity generators or attractors served at the proposed project location. Applications shall include pictures of the improvement site(s) or location(s). A schedule for project completion, by project, shall be included in the application. (See attached application form).

Project applications will be evaluated by a committee that is anticipated to be comprised of two SANBAG staff, engineering or public works staff from four cities/towns and/or the County and one member from the disabled community.

Project Evaluation Criteria:

Evaluation Criteria	Possible Score
Project addresses identified access issues at existing bus stops or fills a gap in available accessibility information to users of a transit system	25
Project is for access to a new bus stop location.	15
Cost Effectiveness – Shall include consideration of project cost divided by daily boardings and alightings and/or complementary paratransit cost avoidance achieved by making the bus stop location accessible to individuals with disabilities.	20
Matching funds from applicant – Proposed projects will receive the following points based upon the extent of match provided: 5 points for 10-19%; 10 points for 20-29%; 15 points for 30-49%; and 25 points for 50% or greater[1]	25
Project connects to/or interacts with projects identified in the 2011 Non-Motorized Transportation Plan.	10
Timeliness of Prior Project Completion	5

[1] Matching funds from applicant may consist of Federal Transit Administration funds, Community Development Block Grant funds or other local funds, including LTF Article 8a.

BRD1303a2-ss

Call for Projects Schedule:

Issue Call for Projects	Wednesday, March 6, 2013
Project Proposals Due	Wednesday, May 8, 2013
Recommendation to General Policy Committee	Wednesday, June 12, 2013
Recommendation to Board	Wednesday, July 3, 2013

Project Completion and Payment:

Article 3 funds are not automatically distributed to agencies. Recipients of funding approved by the SANBAG Board shall be reimbursed for expenses incurred up to the amount approved based on claims submittals to SANBAG. Each recipient shall prepare and submit a project completion report, including pictures of the completed project(s) to accompany the request for reimbursement. SANBAG shall reimburse the recipient within 45 days. Recipient must retain all records necessary for the compliance and fiscal audit that will be conducted at the end of each fiscal year. SANBAG will provide funding recipients with the Transportation Development Act Local Transportation Funds Article 3 – Pedestrian, Bicycle Facilities and Access to Transit Claim Form Instructions and appropriate forms for submittal to request reimbursement. Agencies awarded funds will not be reimbursed for any project cost overruns. If an agency is providing a local match on a project and the project is completed under budget, the agency will be reimbursed at the matching ratio in effect at the time of project selection and approval. (Example: If an agency commits to a 25% match for a $10,000 project, the amount of Article 3 awarded would be $7,500. If the completed project cost was $8,000, the amount of Article 3 funds disbursed to the agency would be $6,000.)

BRD1303a2-ss

Biennial Article 3 20% Fund
Call for Projects Application Form
FY 2012/2013 - FY 2013/2014

1. Priority #: _____
2. Project Title: _____
3. Project Description (attach photos and more thorough description as appropriate):

   _____
   _____
   _____
   _____
   _____

4. Location: _____

   _____ Existing Bus Stop _____ New Bus Stop

   _____ Existing ROW _____ Easement Required

5. Project Cost Estimate: $ _____
6. Non-TDA Article 3 Project Matching Funds: $ _____

   Source of Matching Funds: _____

7. Requested Article 3 TDA Call for Project Funds: $ _____
8. Location Characteristics:

   _____ Bus Routes Serving Location

   _____ Number of Daily Buses Serving Location

   _____ Daily Boardings and Alightings

   _____ Anticipated ADA Cost Savings

9. Relationship to 2011 Non-Motorized Transportation Plan projects, if any:

   _____
   _____

10. Listing of Activity Generators and Attractors Served:

    _____
    _____
    _____
    _____

BRD1303a2-ss

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: **11**

Date: March 6, 2013

Subject: State Legislative Update

Recommendation:* Receive update on state legislative items

Background: After returning from the holiday break on January 7, 2013, the State Legislature immediately turned their focus to the major deadlines before them - the release of the Governor's Budget on January 10th, the Governor's State of the State Address on January 24th, and bill introductions through February 22nd. Below is an overview of the Governor's Budget and the State of the State Address, as well as a glimpse of the major committee assignments for SANBAG's State Legislative Delegation.

Bill Introductions

Staff is currently reviewing and monitoring bills as they are introduced early in the legislative session. 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. Following the February 22nd bill introduction deadline, staff will begin to bring bills to this committee for consideration.

As part of the bill introduction process, draft bills are submitted to Legislative Counsel for review before they are formally introduced. This ensures that bills are included in the proper code section, do not contain major conflicts, and generally comply with procedure and applicable laws. In order to assist

*

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.
BRD1303a-wvs

Legislative Counsel with managing the workload, the deadline for submitting draft bills is January 25th.

As SANBAG further considers the development of the legislative program going forward, in order to preserve the option to carry legislation in 2013, staff has submitted draft "spot bill" language to Legislative Counsel. This spot bill language makes minor edits to SANBAG's enabling statutes and can serve as a "placeholder" for any state legislative proposals that may arise. Staff is still working to determine whether state statutory changes are needed by SANBAG during this cycle, but having a spot bill in process serves to preserve options going forward.

The language that comes back from Legislative Counsel is not required to be subsequently introduced, and that decision does not have to be made until the deadline of February 22nd. If introduced as a spot bill, we would then have until March/April to develop a proposal with content in time for policy hearings in the first house. Any such proposal would come to the Board of Directors for consideration before it would be introduced in legislative form.

State Budget Update

On January 10, Governor Brown released the proposed 2013-14 Budget, with a focus on restoring funding to specific programs, paying down the "Wall of Debt," and taking steps to strengthen the budget reserves for the future. Transportation programs appear to be treated well to-date, which is likely largely attributable to the passage of Propositions 22 and 26 in 2010. The Governor's budget is further expected to change again after the release of the May Revise later this year, reflecting more accurate revenue information following the April 1st tax deadline, but generally reflects a more positive outlook for the state's financial picture.

The Budget reflects increased revenues resulting from the passage of Propositions 30 and 39 in November, which, combined provide for a more stable budget environment than recent years. Total General Fund revenues are projected to grow from $93 billion to a projected $97.7 in the coming budget year. If the Governor's proposals to reduce the state's general fund debt are accepted, transportation related debt funded by the General Fund will be reduced from $200 million in 2012-13 to zero in 2016-17.

The proposed transportation budget also reflects changes to the local assistance and planning programs within the California Department of Transportation (Caltrans), including the consolidation of five programs into a single Active Transportation Program which seeks to simplify and enhance funding for pedestrian and bicycle projects.

The Transportation Agency, established as part of the Governor's 2012 Reorganization Plan, becomes operational on July 1, 2013, and is reflected in the proposed budget. The newly organized agency is responsible for addressing mobility, safety, and air quality issues as they relate to transportation. Key priorities include developing and integrating the High-Speed Rail (HSR) project into California's existing transportation system and supporting regional agencies in achieving the greenhouse gas emission reductions and environmental sustainability objectives required by state law.

The Agency consists of the following state entities responsible for administering programs that support the state's transportation system:

- Department of Transportation
- California Transportation Commission
- High-Speed Rail Authority (CHSRA)
- Department of Motor Vehicles
- California Highway Patrol
- Board of Pilot Commissioners

The Budget includes total funding of $21.1 billion for all programs administered within the Agency.

Key Adjustments Proposed to Caltrans Budget

The enactment of Moving Ahead for Progress in the 21st Century (MAP-21) consolidated several existing transportation programs and the implementation of this effort continues. The proposed budget maintains the existing federal funding split between state and local transportation agencies, which will ensure that existing projects already scheduled for construction will be able to continue.

The Department of Finance has worked with Caltrans to develop a four-year plan to conduct a zero base analysis of all Caltrans' programs. The Budget includes the following proposals that reflect the outcome of the zero-base review to date:

- A shift of $134.2 million to the Active Transportation Program in state and federal resources in 2014-15 to consolidate five existing programs into a single Active Transportation Program. The new consolidated Active Transportation Program will streamline this process and fund high-priority projects that reduce greenhouse gas emissions consistent with the objectives of SB 375, as well as provide safety benefits;
- A reduction of $1.5 million to the Local Assistance Program to establish staffing levels that are consistent across 12 district offices;
- A shift of $13.4 million from state funds to local federal funds for state costs that support local transportation projects;

- In addition, the CTC intends to revise performance measures in the 2014 State Transportation Improvement Program (STIP) guidelines to improve the effectiveness of the state's transportation investments for mobility and greenhouse gas emission goals, as well as align with the federal performance measures currently being developed by the U.S. Department of Transportation;
- An increase of $8.4 million to the Planning Program to address additional workload and implement various efficiency measures, including to streamline and standardize Caltrans planning documents and add additional positions to complete necessary project initiation documents;
- A transfer of $67 million in special fund revenue to partially offset General Fund transportation debt service costs. The use of non-excise tax revenue is statutorily authorized for this purpose through 2012-13. The Budget proposes to continue to offset transportation debt service costs with this revenue source on a permanent basis.

Cap and Trade

The California Air Resources Board (CARB) held the first of three 2012-13 auctions in November, resulting in $55.8 million in proceeds to the state. The auction of allowances directly allocated to independently operated electric utilities resulted in proceeds of $233.3 million, which will be credited to customers. The other two auctions will occur on February 19, 2013 and May 16, 2013. In recognition of the state's initial experience with the first auction, the Budget limits projects to $200 million in 2012-13 and $400 million in 2013-14. AB 1532 (Perez) requires Finance to provide three-year investment plans for auction proceeds, beginning with the 2013-14 May Revision, while SB 535 (De Leon) requires that at least 10 percent of the proceeds received by the state be devoted to the most impacted and disadvantaged communities to ensure the provision of economic and health benefits.

High Speed Rail

The CHSRA is responsible for the development and construction of a high-speed passenger train service between San Francisco and Los Angeles/Anaheim (Phase I), with extensions to San Diego and Sacramento and points in-between (Phase II). Proposition 1A, enacted in November 2008, authorizes $9 billion in bond proceeds for the rail lines and equipment, and an additional $950 million for state and local feeder lines. The federal government has also awarded the Authority nearly $3.5 billion, most of which has been designated to fund portions of the project in the Central Valley.

The 2012 Budget Act appropriated approximately $8 billion for the HSR project for the following purposes:

- $5.8 billion for the first phase of the Initial Operating Segment from Madera to Bakersfield;
- $1.1 billion for early improvement projects to upgrade existing rail lines in Northern and Southern California, which will lay the foundation for future high-speed rail service as it expands into these areas;
- $819.3 million for connectivity projects to enhance local transit and intercity rail systems that will ultimately link to the future high speed rail system.

The Authority is continuing to identify early "bookend" investments that will generate immediate benefits and, through blended service, enhance future HSR ridership. Projects currently being evaluated include the electrification of the Caltrain corridor in Northern California and regional rail improvement projects, such as grade separations, in Southern California. Final selection of specific projects and lead agencies will be completed by the end of the current fiscal year. Initial construction work is scheduled to begin in the Central Valley during the summer of 2013. In the Authority's revised 2012 Business Plan, additional funding will be necessary to complete the Initial Operating Section from Merced to the San Fernando Valley. Cap and Trade funds have specifically been identified by the Governor as a possibility for funding.

Governor Delivers State of the State Address
On January 24th, the Governor delivered his annual state of the state address to a joint session of the Legislature. He began, as he has in previous years, with cautions against overspending - specifically noting the need to safeguard the funds provided by the voters through Proposition 30. The Governor stated that in spite of the lean times, the state has been able to balance the budget, reorganize government functions, as well as to advance high speed rail, renewable energy standards, and workers compensation reform. He echoed sentiments from his earlier budget proposal by calling upon the Legislature to continue to exercise fiscal discipline, pay down debts, and build reserves for the future.

Major themes in the speech included a focus on local control for education, a special session for the implementation of the federal affordable care act which began on January 28th, jobs, water, climate change and transportation. Specifically related to transportation, he called upon the new Transportation Agency to develop long term funding and priorities for the future, focused the Legislature on CEQA reform, and continued to champion high-speed rail.

Members Appointed to Key Committees and Leadership Positions
Several Members of SANBAG's State Legislative Delegation have been appointed to key state legislative committees or hold leadership positions within their respective caucuses.

Committees
Assembly Appropriations Committee – Tim Donnelly (R-Twin Peaks), Chris Holden (D-Pasadena)
Assembly Budget Committee – Mike Morrell (R-Rancho Cucamonga), Brian Nestande (R-Palm Desert)
Assembly Housing and Community Development Committee – Chair Norma Torres (D-Chino), Cheryl Brown (D-San Bernardino)
Assembly Jobs, Economic Development, and the Economy Committee – Steve Fox (D-Palmdale)
Assembly Revenue and Taxation Committee – Brian Nestande
Assembly Rules Committee – Cheryl Brown, Curt Hagman (R-Chino Hills)
Assembly Transportation Committee – Mike Morrell, Chris Holden
Senate Budget and Fiscal Review – Vice Chair Bill Emmerson (R-Rancho Cucamonga), Michael Rubio (D-Shafter)
Senate Governance and Finance Committee – Vice Chair Steve Knight (R-Antelope Valley), Bill Emmerson, Carol Liu (D-La Cañada Flintridge)
Senate Rules Committee – Bill Emmerson
Senate Transportation and Housing Committee – Michael Rubio, Carol Liu

Leadership Posts
Senate Republican Leader – Bob Huff (R-Diamond Bar)
Senate Republican Caucus Whip – Bill Emmerson
Assembly Democratic Majority Whip – Chris Holden
Assembly Assistant Republican Floor Leader – Curt Hagman
Assembly Republican Whip – Mike Morrell

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 February 13, 2013.

Responsible Staff: Wendy Strack, Director of Legislative Affairs

BRD1303a-wvs

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 12

Date: March 6, 2013

Subject: Railroad Construction and Maintenance Agreement for the Colton Quiet Zone Project

Recommendation:*

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

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

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

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	

Check all that apply.
BRD1303a-pm
Attachments: http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C12007.doc

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

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

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

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

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

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

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

Reviewed By: This item was reviewed and recommended for approval (19-0-1; Abstained: Rutherford) 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 a draft of the Contract.

Responsible Staff: Garry Cohoe, Director of Project Delivery

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 12007 Amendment No. 0

By and Between

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

Contract Description Colton Quiet Zone – Construction and Maintenance Agreement

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

Overview of BOD Action: Approve three party C&M Agreement No. C12007 with the City of Colton and BNSF Railway Company

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

CONTRACT OVERVIEW

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

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
March 6, 2013	March 7, 2016	

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

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0886.

☐ A Budget Amendment is required.

How are we funding current FY? 1990 MSI 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:1990 MSI Valley Fund – Major Projects*

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

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

PAUL MEWCOTON Project Manager (Print Name)	Signature	1/31/13 Date
Larry Cohoe Task Manager (Print Name)	Signature	1.31.13 Date
Jeffery Hill Contracts Administrator (Print Name)	Signature	2/5/13 Date
W STAMPSHIRE Chief Financial Officer (Print Name)	Signature	2/2/13 Date
Andrea Zureick Director of Fund Administration & Programming	Signature	2/5/13 Date

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

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

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AGREEMENT

ARTICLE I

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

a. Removal of existing signals and lights as shown on Exhibit "A";

b. Construction and installation of the railroad signal active warning devices as shown on Exhibit "A";

c. Furnishing watchmen and flagmen as may be necessary for the safety of BNSF's property and the operation of its trains during the construction of the Safety Improvements.

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

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

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

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

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

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

a. Irrevocable Bank Letter of Credit drawn upon a bank satisfactory to BNSF;

b. Surety Bond underwritten by an insurance company listed in the Department of Treasury Federal Register with terms acceptable to BNSF, in BNSF's sole discretion; or

c. A cash deposit posted via wire transfer to a BNSF deposit account.

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

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

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

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

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

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

b. Labor. BNSF shall invoice Authority for the labor portion of the Project sixty (60) days prior to start of construction. No construction shall begin until payment is received by BNSF.

c. Reconciliation. If BNSF's actual construction costs are less than the total estimated amount set forth in Exhibit "B" and advanced by Authority in accordance with this section, BNSF shall refund the difference to Authority within 180 days after completion of the Project.

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

a. Operate, maintain, renew and/or relocate any and all existing railroad track or tracks, wires, pipelines and other facilities of like character upon, over or under the surface of its right-of-way;

b. Construct, operate, maintain, renew and/or relocate upon its right-of-way, without limitation, such facilities as BNSF may from time to time deem appropriate;

c. Otherwise use or operate its right-of-way as BNSF may from time to time deem appropriate.

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

ARTICLE II

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

a. Obtaining from the CPUC an order authorizing and approving the construction of the Safety Improvements;

b. Providing engineering, supervision, labor, material, supplies, and equipment necessary for construction of the Roadway Work portion of the Safety Improvements to be located outside of BNSF's right-of-way;

c. Installation of the roadway center medians;

d. Construction of the roadway surface, including without limitation, curbs, gutters and fencing as shown on Exhibit "A"; and

e. Secure the location or relocation of wire lines, pipe lines and other facilities owned by private persons, companies, corporations, political subdivisions or public utilities, other than BNSF, which may be found necessary to locate or relocate in any manner whatsoever due to the construction of the Project.

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

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

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

a. Valley Blvd: = 97 AAR units = Units total for Valley Blvd x average cost of $230/unit = $22,310.

b. Olive Street = 80 AAR units total for Olive Street x average cost of $230/unit = $18,400.

c. Inspection/maintenance of systems includes all monthly inspections, and all trouble calls requiring the equipment to also be inspected or gates replaced (excessive gate replacement may be billed additional after a review is made by BNSF and City).

d. These costs shall be billed to the City on an annual basis.

4. If the signal components of the Project are damaged due to an accident at the site, beyond the control of the Parties, BNSF shall notify the City in writing with an estimate of the cost of repair. The City shall reimburse BNSF for the actual cost to repair the components of the Project. If the City fails to reimburse BNSF, BNSF may terminate this Agreement pursuant to Article III, Section 5.

a. Capital. If the crossing signal equipment installed hereunder cannot, through age, be maintained, or by virtue of its obsolescence, requires replacement, the cost of installation of the new crossing signal equipment and/or new crossing signal house shall be paid by the City.

5. City shall reimburse BNSF for work of an emergency nature caused by City or City's contractor, in connection with construction of the Safety Improvements, which BNSF deems reasonably necessary for the immediate restoration of railroad operations or for the protection of persons or BNSF property. Such work may be performed by BNSF without prior approval of City and City shall fully reimburse BNSF for all reasonable costs of such emergency work. If City fails to reimburse BNSF, BNSF may terminate this Agreement pursuant to Article III, Section 5.

6. Except as expressly set forth in this Agreement, BNSF shall be responsible for all construction, reconstruction, operation, maintenance and repair costs related to its business activities.

7. City shall acquire all right-of-way and permits necessary for the construction of the Safety Improvements, at Authority's expense.

8. City shall, at Authority's expense, make any and all arrangements to secure the location or relocation of wire lines, pipe lines and other facilities owned by private persons, companies, corporations, political subdivisions or public utilities other than BNSF which may be found necessary to locate or relocate in any manner whatsoever due to the construction of the Project. Nothing in this Agreement shall be construed to modify the obligations, if any, of the Parties and/or their respective

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

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

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

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

ARTICLE III

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

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

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

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

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

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

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

ARTICLE IV

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

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

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

c. The telecommunications companies shall be responsible for the rearrangement of any facilities determined to interfere with the construction. The contractor shall cooperate fully with any company performing these rearrangements.

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

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

a. That all work performed thereunder shall be performed in a good and workmanlike manner, and in accordance with plans and specifications approved by BNSF. Those changes or modifications during construction that affect safety or BNSF's operations shall also be subject to BNSF's approval;

b. That no work shall be commenced within BNSF's right-of-way until each of the prime contractors employed in connection with said work shall have (i) executed and delivered to BNSF a letter agreement in the form of Exhibit "C-I", and (ii) delivered to BNSF, and secured its approval of, the required insurance;

c. That if the contractor has failed to prosecute with diligence the work specified in and by the terms of said contract, City may, in the manner provided by law, terminate the contractor's control over said work and take possession of all or any part thereof and proceed to complete the same by day labor or by employing another contractor(s), provided that all such contractor(s) shall be required to comply with the obligations in favor of BNSF hereinabove set forth and, provided further, that if such construction is performed by day labor, City shall, at its expense, procure and maintain on behalf of BNSF the insurance required as identified in Exhibit "C-1".

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

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

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

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

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

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

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

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

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

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

may assign an auditor to review and report on BNSF, City's, and Authority's time sheets and financial records related to this Project. The Parties shall work with such auditors to reconcile excepted costs that may arise from any audit. All books, records and accounts relating to the maintenance and repair costs which are the subject of an invoice pursuant to Article II shall be retained and open to inspection and audit by agents and authorized representatives of the City or Authority for a period of four (4) years from the date that BNSF provides such invoice to the City or Authority.

12. All notices shall be in writing and shall be considered given either: (i) when delivered in person to the recipient named below; or (ii) on the date of delivery or refusal shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid; (iii) on the date of delivery or refusal, when delivered by Federal Express or other commercial express delivery service providing acknowledgements of receipt; or (iv) on the date of delivery when delivered by facsimile or other electronic transmission providing verification of delivery and receipt. Such notices or communications shall be given to the Parties at their addresses set forth below:

To BNSF:	BNSF Railway Company Vice-President and Chief Engineer 2600 Lou Menk Drive Fort Worth, TX 76131
With Copy To:	BNSF Railway Company Manager of Public Projects 740 East Carnegie Drive San Bernardino, CA 92408-3571
To City:	City of Colton Public Works Director 160 South 10th Street Colton, CA 92324
To Authority:	San Bernardino Associated Governments Director of Project Delivery 1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410

Any Party may change its address for notices by written notice to the other Parties given in the manner provided in this section.

13. Exhibits "A", "B", "C" and "C-1" attached hereto, are an integral part of this Agreement and shall be construed for all purposes as a part of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BNSF RAILWAY COMPANY
A Delaware corporation

_____
Sanford C Sexhus
Vice President of Engineering

CITY OF COLTON
A public body

_____
Sarah S. Zamora
Mayor

Approved as to Legal Form

_____
City Attorney

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY,
A joint powers authority

_____
Janice Rutherford
President, Board of Directors

Approved as to Legal Form

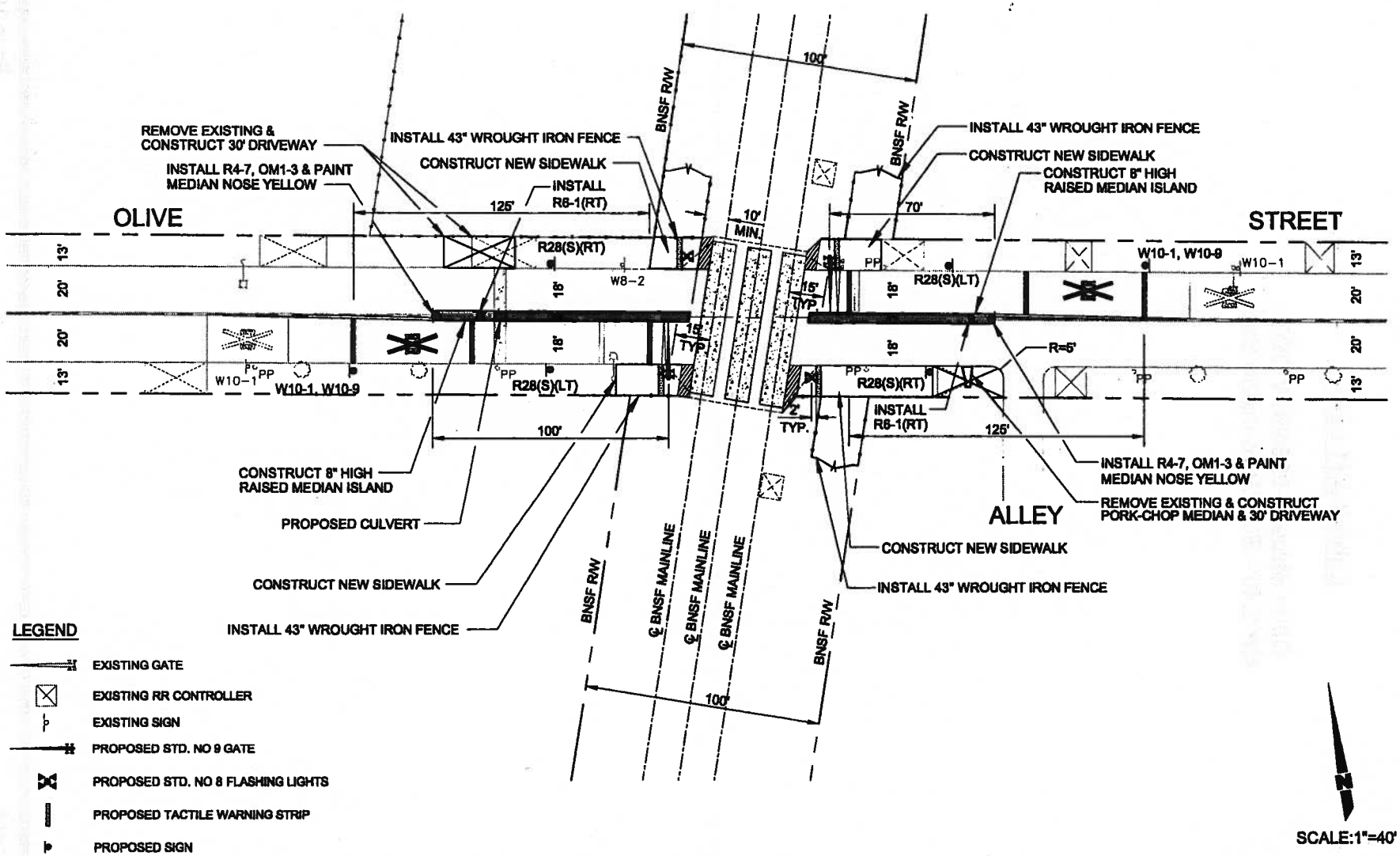
_____
Eileen Monaghan Teichert
General Counsel

Concurrence

_____
Jeffrey Hill
Contract Administrator

Exhibit A (1 of 2)

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

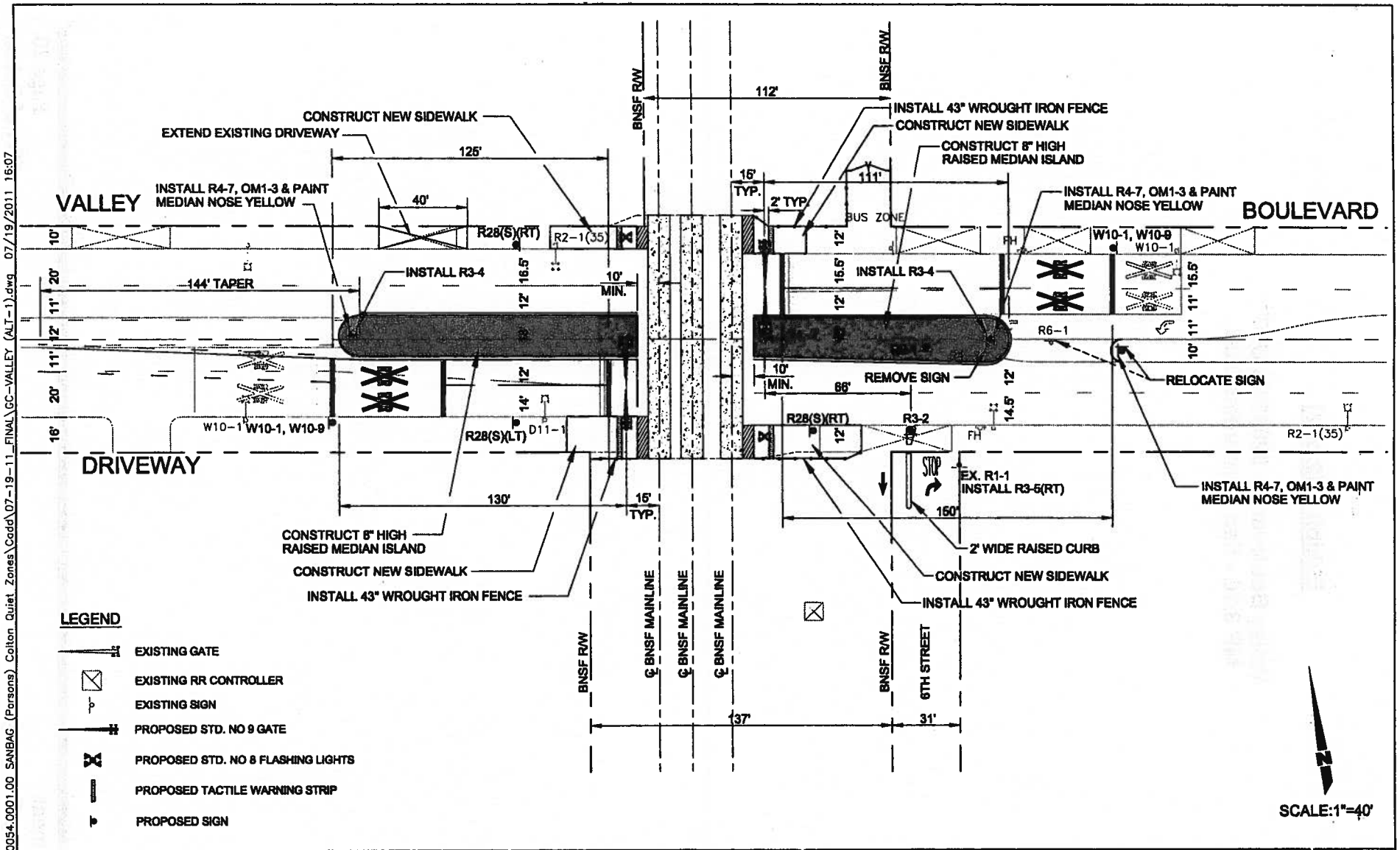


COLTON QUIET ZONE ASSESSMENT	JMD	DESIGN TEAM	DATE	OLIVE STREET CONCEPTUAL IMPROVEMENTS RAISED MEDIAN ISLANDS	FIGURE
		DESIGNED BY: SI	7/20/11		P-1.1
		DRAWN BY: DV	7/20/11		
		CHECKED BY: JD	7/20/11		
		SCALE			
		HORZ: AS SHOWN	VERT: N/A		

P:\2010\2010.0054.0001.00 SANBAG (Parsons) Colton Quiet Zones\Cadd\07-19-11_FINAL\GC-OLIVE (ALT-1).dwg 07/19/2011 09:23

Exhibit A (2 of 2)

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



P:\2010\2010.0054.0001.00 SANBAG (Parsons) Colton Quiet Zones\Cadd\07-19-11_FINAL\GC-VALLEY (ALT-1).dwg 07/19/2011 16:07

COLTON
QUIET ZONE ASSESSMENT

JMD

DESIGN TEAM		DATE
DESIGNED BY:	SI	7/20/11
DRAWN BY:	DV	7/20/11
CHECKED BY:	JD	7/20/11
SCALE		
HORZ: AS SHOWN	VERT: N/A	

VALLEY BOULEVARD
CONCEPTUAL IMPROVEMENTS
RAISED MEDIAN ISLANDS

FIGURE
P-4.1

Exhibit B

Please see attachment - BNSF Signal Estimates

***** MAINTAIN PROPRIETARY CONFIDENTIALITY *****

BNSF RAILWAY COMPANY
FHPM ESTIMATE FOR
CITY OF COLTON

LOCATION COLTON | DETAILS OF ESTIMATE | PLAN ITEM : 000184952 | VERSION : 1

PURPOSE, JUSTIFICATION AND DESCRIPTION

REVISED TO NEW PRICING LIST 09/04/03

INSTALL/REMOVE CONSTANT WARNING AND FLASHERS WITH GATES FOR QUIET ZONE AT VARIOUS CROSSINGS IN COLTON, CA.
CALIFORNIA DIV., SAN BERNARDINO SUBDIV., L/S 7602, M.P. 2.00 TO M.P. 3.50, DOT #VARIOUS
MONTHLY POWER UTILITY COST CENTER: 61692
SEQ. #47075
THE MATERIAL LIST BELOW REFLECTS TYPICAL REPRESENTATIVE PACKAGES USED FOR ESTIMATING PURPOSES ONLY.
THEY CAN BE EXPECTED TO CHANGE AFTER THE ENGINEERING PROCESS, DETAILED AND ACCURATE MATERIAL LISTS WILL BE FURNISHED WHEN ENGINEERING IS COMPLETED.
CONTINUING CONTRACTS HAVE BEEN ESTABLISHED FOR PORTIONS OF SIGNAL WORK ON THE BNSF RAILROAD.
THIS ESTIMATE GOOD FOR 90 DAYS. THEREAFTER THE ESTIMATE IS SUBJECT TO CHANGE IN COST FOR MATERIAL, LABOR, AND OVERHEADS.

********** SIGNAL WORK ONLY **********

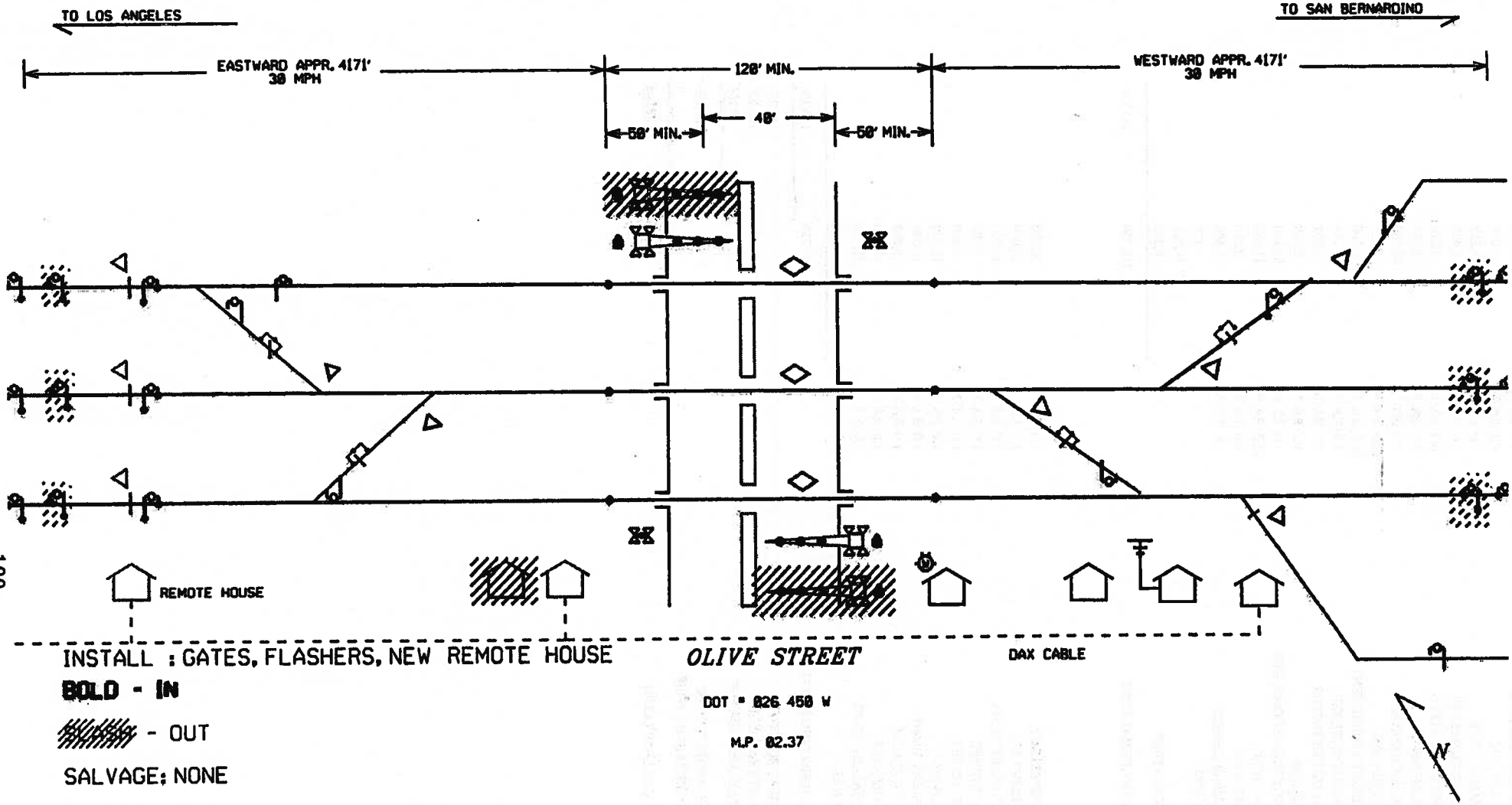
THE CITY OF COLTON IS FUNDING THIS PROJECT 100%.

MAINTAIN PROPRIETARY CONFIDENTIALITY

DESCRIPTION	QUANTITY	U/M	COST	TOTAL $
**********				
LABOR				
**********				
SIGNAL FIELD LABOR - CAP	7560.0	MH	227,708	
SIGNAL SHOP LABOR - CAP	320.0	MH	8,416	
PAYROLL ASSOCIATED COSTS			142,878	
DA OVERHEADS			227,504	
EQUIPMENT EXPENSES			78,086	
INSURANCE EXPENSES			37,165	
TOTAL LABOR COST			721,757	721,757
**********				
MATERIAL				
**********				
"E" STREET - CABLE, 3C#2	300.0	FT N	2,070	
MATERIAL FOR ELECTRICAL	5.0	LS	7,500	
OLIVE ST. - BATTERY	1.0	LS N	16,394	
OLIVE ST. - BUNGALOW 8X10	1.0	EA N	10,215	
OLIVE ST. - BUNGALOW MATERIAL	1.0	LS N	8,525	
OLIVE ST. - CABLE	1.0	LS N	13,502	
OLIVE ST. - CABLE, DAX	2500.0	FT N	7,375	
OLIVE ST. - CHARGERS	1.0	LS N	1,020	
OLIVE ST. - CONDUIT, PVC 4"	300.0	FT N	1,050	
OLIVE ST. - CONSTANT WARNING	5.0	EA N	123,625	
OLIVE ST. - FIELD MATERIAL	1.0	LS N	9,594	
OLIVE ST. - FLASHER COMPLETE	2.0	EA N	5,400	
OLIVE ST. - FOUNDATION, STEEL	4.0	EA N	2,836	
OLIVE ST. - GATE KEEPER	2.0	EA N	3,692	
OLIVE ST. - GATE MECHANISM	2.0	EA N	14,030	
OLIVE ST. - LED LIGHT ADJUSTMENT	16.0	EA N	3,440	
OLIVE ST. - LED LIGHT GATE KIT	2.0	EA N	362	
OLIVE ST. - LIGHT OUT DETECTOR	2.0	EA N	1,892	
OLIVE ST. - RECORDER	1.0	EA N	3,748	
OLIVE ST. - REMOTE HSE COMPLETE	1.0	LS N	92,230	
OLIVE ST. - SHUNT, NBS	6.0	EA N	5,670	
OLIVE ST. - SHUNT, WBS	4.0	EA N	1,100	
OLIVE ST. - TELLULAR DEVICE	1.0	EA N	2,600	
VALLEY BLVD. - ASSY. HAWK 48 DIM	1.0	EA N	1,360	
VALLEY BLVD. - BATTERY	1.0	LS N	10,544	
VALLEY BLVD. - BUNGALOW 6X6	1.0	EA N	8,612	
VALLEY BLVD. - BUNGALOW MATERIAL	1.0	LS N	10,221	
VALLEY BLVD. - CABLE	1.0	LS N	15,886	
VALLEY BLVD. - CABLE, DAX	3000.0	FT N	8,850	
VALLEY BLVD. - CHARGERS	1.0	LS N	1,575	
VALLEY BLVD. - CONDUIT, PVC 4"	300.0	FT N	1,050	

VALLEY BLVD. - CONSTANT WARNING	3.0 EA N	74,175		
VALLEY BLVD. - COUPLER, TJC	6.0 EA N	5,070		
VALLEY BLVD. - FIELD MATERIAL	1.0 LS N	10,357		
VALLEY BLVD. - FLASHER COMPLETE	2.0 EA N	5,400		
VALLEY BLVD. - FOUNDATION, STEEL	6.0 EA N	4,254		
VALLEY BLVD. - GATE KEEPER	4.0 EA N	7,384		
VALLEY BLVD. - GATE MECHANISM	4.0 EA N	28,060		
VALLEY BLVD. - INDUCTOR, D.L.	12.0 EA N	5,712		
VALLEY BLVD. - LED LIGHT ADJUSTMENT	24.0 EA N	5,160		
VALLEY BLVD. - LED LIGHT GATE KIT	4.0 EA N	724		
VALLEY BLVD. - LIGHT OUT DETECTOR	2.0 EA N	1,892		
VALLEY BLVD. - RECORDER	1.0 EA N	3,748		
VALLEY BLVD. - REMOTE HSE #2 COMPLETE	1.0 LS N	95,230		
VALLEY BLVD. - SHUNT, NBS	12.0 EA N	11,340		
VALLEY BLVD. - SHUNT, WBS	8.0 EA N	2,200		
VALLEY BLVD. - TELLULAR DEVICE	1.0 EA N	2,600		
MATERIAL HANDLING		375		
USE TAX		49,823		
OFFLINE TRANSPORTATION		8,282		
TOTAL MATERIAL COST		717,754		717,754
**********				
OTHER				
**********				
AC POWER SERVICE - "E" STREET	1.0 LS	20,000		
AC POWER SERVICE - OLIVE ST.	1.0 LS	20,000		
AC POWER SERVICE - VALLEY BLVD.	1.0 LS	30,000		
CONTRACT ENGR. - "E" STREET	1.0 EA N	1,500		
CONTRACT ENGR. - "H" STREET	1.0 EA N	1,500		
CONTRACT ENGR. - OLIVE ST.	1.0 EA N	12,000		
CONTRACT ENGR. - VALLEY BLVD.	1.0 EA N	14,500		
DIRECTIONAL BORE - "E" STREET	1.0 EA N	15,000		
DIRECTIONAL BORE - OLIVE ST.	1.0 EA N	25,000		
DIRECTIONAL BORE - VALLEY BLVD.	1.0 EA N	30,000		
SURFACE ROCK - OLIVE ST.	10.0 CY N	250		
TOTAL OTHER ITEMS COST		169,750		169,750
PROJECT SUBTOTAL				1,609,261
CONTINGENCIES				160,926
BILL PREPARATION FEE				17,702
GROSS PROJECT COST				1,787,889
LESS COST PAID BY BNSF				0
TOTAL BILLABLE COST				1,787,889

BNSF RAILWAY COMPANY



INSTALL : GATES, FLASHERS, NEW REMOTE HOUSE

BOLD - IN

- OUT

SALVAGE: NONE

DOT # 026 450 W

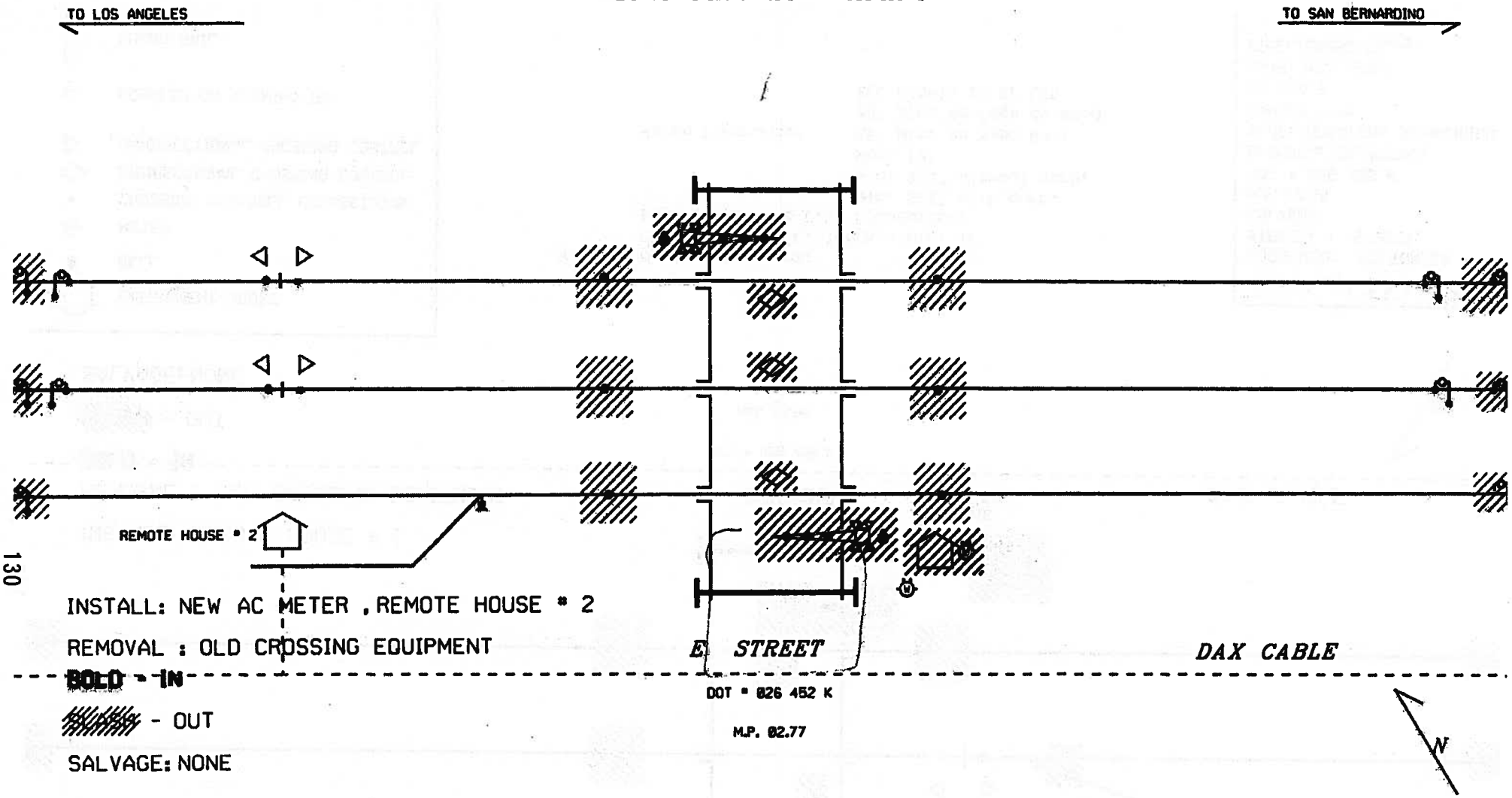
M.P. 02.37

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

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

BNSF RAILWAY CO.
LOCATION: COLTON, CA
STREET: OLIVE STREET.
LS: 7602
M.P. 02.37
DOT # 026 450 W
DIVISION: CALIFORNIA
SUBDIVISION: SAN BERNARDINO
KANSAS CITY
NO SCALE
DATE: 07/13/2011
FILE: 760202 37.dgn

BNSF RAILWAY COMPANY



INSTALL: NEW AC METER , REMOTE HOUSE # 2

REMOVAL : OLD CROSSING EQUIPMENT

BOLD - IN

- OUT

SALVAGE: NONE

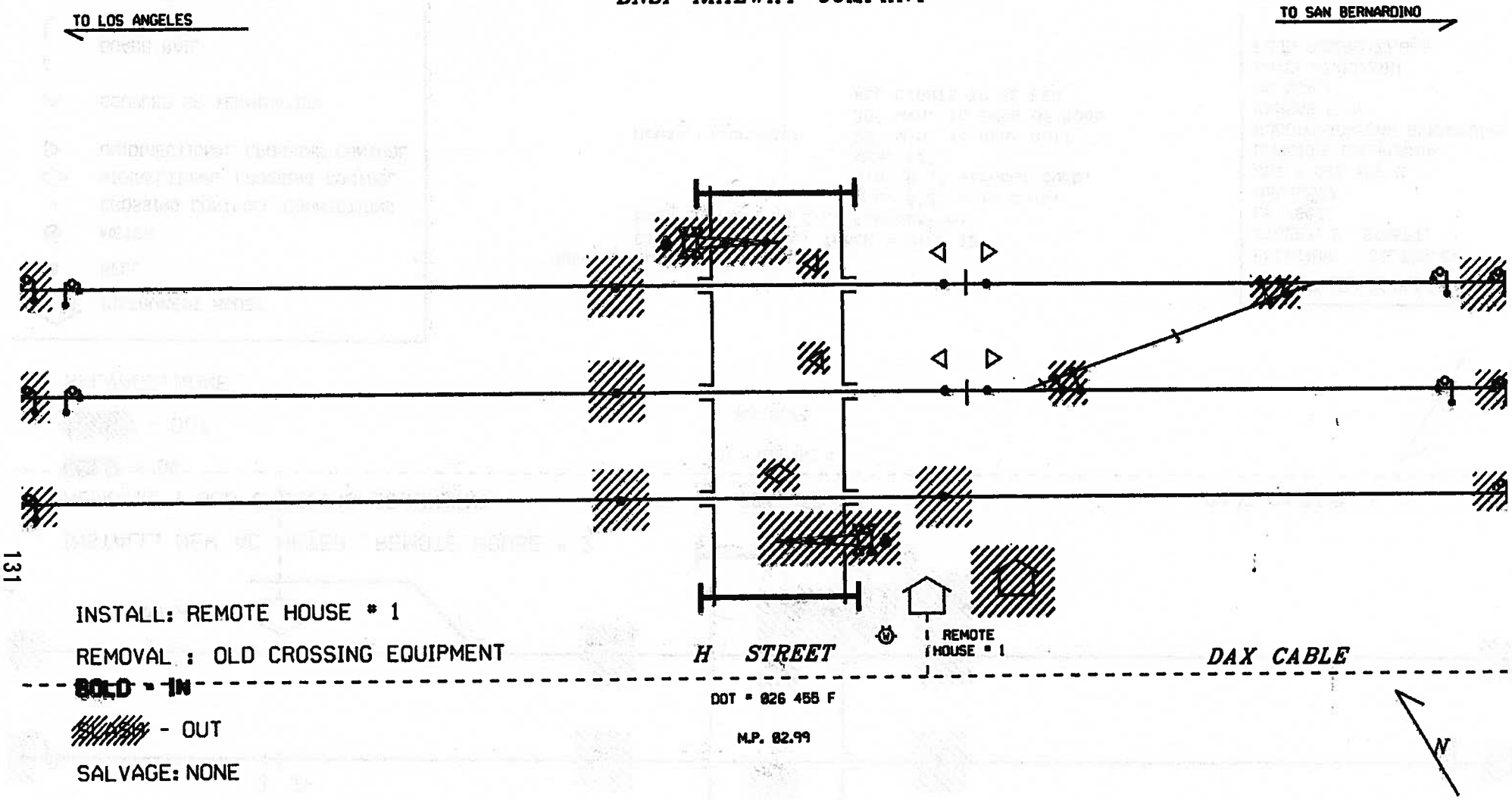
- INSTRUMENT HOUSE
- BELL
- METER
- CROSSING CONTROLL CONNECTIONS
- BIDIRECTIONAL CROSSING CONTROL
- UNIDIRECTIONAL CROSSING CONTROL
- COUPLER OR TERMINATION
- GUARD RAIL

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

BNSF RAILWAY CO.

LOCATION: COLTON, CA
STREET: E STREET.
LS: 7602
M.P. 02.77
DOT # 026 452 K
DIVISION: CALIFORNIA
SUBDIVISION: SAN BERNARDINO
KANSAS CITY
NO SCALE
DATE: 07/13/2011
FILE: 760202 77.dgn

BNSF RAILWAY COMPANY



INSTALL: REMOTE HOUSE # 1

REMOVAL : OLD CROSSING EQUIPMENT

BOLD - IN

- OUT

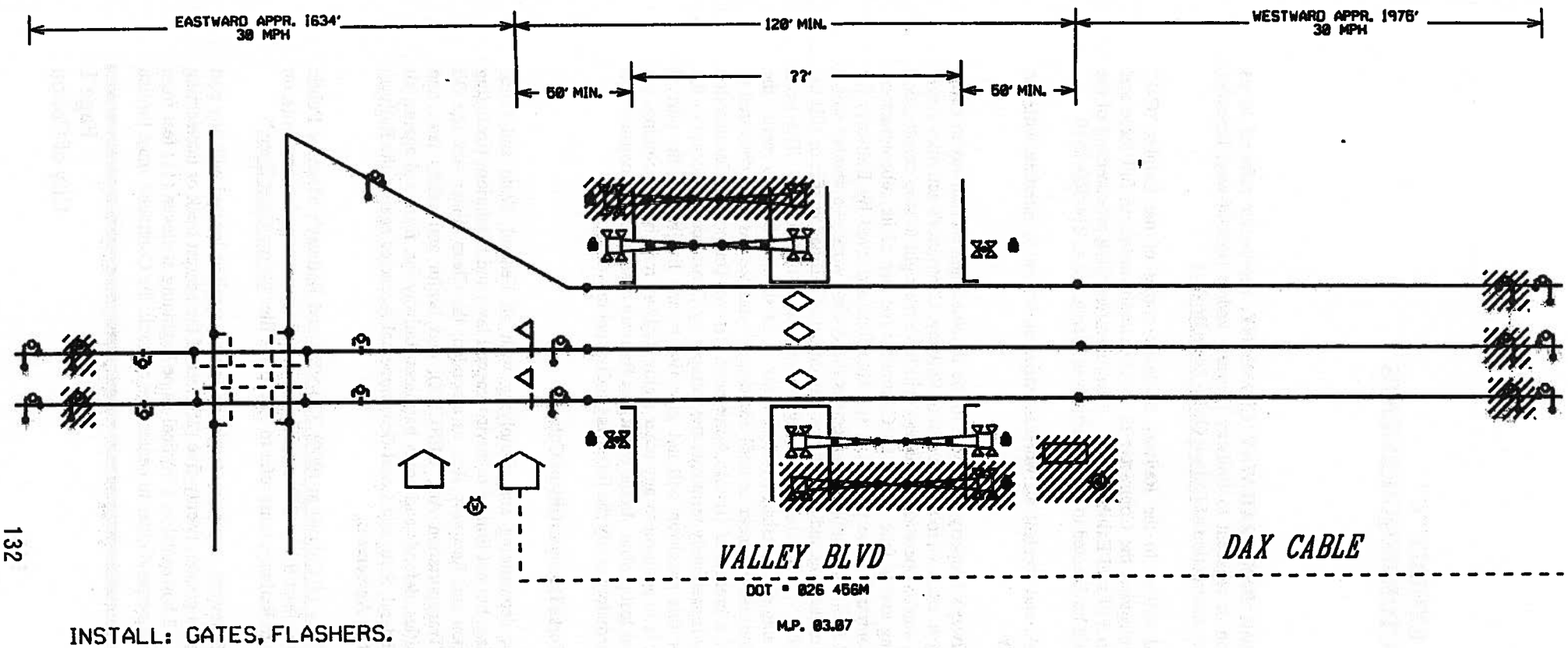
SALVAGE: NONE

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

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

BNSF RAILWAY CO.
LOCATION: COLTON, CA
STREET: H STREET.
LS: 7602
M.P. 02.99
DOT # 026 455 F
DIVISION: CALIFORNIA
SUBDIVISION: SAN BERNARDINO
KANSAS CITY
NO SCALE
DATE: 07/13/2011
FILE: 760202 99.dgn

The Burlington Northern & Santa Fe Railway Company



INSTALL: GATES, FLASHERS.

CONTROL DEVICES: CONSTANT WARNING

BOLD - IN

- OUT

SALVAGE: NONE

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

Warning device placement:

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

Edge of Road to C.L. Foundation:

Min. 4'3" with curb.

Min. 8'3" without curb.

Max. 12'

House Clearance: 25' Min. to Near Rail

30' Min. to Edge of Road

ALL LIGHTS TO BE LED

N

BNSF RAILWAY CO.

LOCATION: COLTON, CA.
STREET: VALLEY BLVD.
LS: 7602
M.P. 03.07
DOT # 026 456 M
DIVISION: CALIFORNIA
SUBDIVISION: SAN BERNARDINO
KANSAS CITY
NO SCALE
DATE: 07/14/11
FILE: 760203_07.dgn
JWM

EXHIBIT "C"
CONTRACTOR REQUIREMENTS

1.01 General

- **1.01.01** The Contractor must cooperate with **BNSF RAILWAY COMPANY**, hereinafter referred to as "Railway" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the construction of **Colton Quiet Zone Project**.

- **1.01.02** The Contractor must execute and deliver to the Railway duplicate copies of the Exhibit "C-1" Agreement, in the form attached hereto, obligating the Contractor to provide and maintain in full force and effect the insurance called for under Section 3 of said Exhibit "C-1". Questions regarding procurement of the Railroad Protective Liability Insurance should be directed to Rosa Martinez at Marsh, USA, 214-303-8519.

- **1.01.03** The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains on Railway Property.

- **1.01.04** The Contractor's right to enter Railway's Property is subject to the absolute right of Railway to cause the Contractor's work on Railway's Property to cease if, in the opinion of Railway, Contractor's activities create a hazard to Railway's Property, employees, and/or operations. Railway will have the right to stop construction work on the Project if any of the following events take place: (i) Contractor (or any of its subcontractors) performs the Project work in a manner contrary to the plans and specifications approved by Railway; (ii) Contractor (or any of its subcontractors), in Railway's opinion, prosecutes the Project work in a manner which is hazardous to Railway property, facilities or the safe and expeditious movement of railroad traffic; or (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project. The work stoppage will continue until all necessary actions are taken by Contractor or its subcontractor to rectify the situation to the satisfaction of Railway's Division Engineer or until additional insurance has been delivered to and accepted by Railway. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, Railway may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of Railway. Railway's right to stop the work is in addition to any other rights Railway may have including, but not limited to, actions or suits for damages or lost profits. In the event that Railway desires to stop construction work on the Project, Railway agrees to immediately notify the following individual in writing:

  Public Works Director, City of Colton

- **1.01.05** The Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to environmental laws and regulations (including but not limited to the Resource Conservation and Recovery Act, as amended; the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA), and health and safety laws and regulations. The Contractor hereby indemnifies, defends and holds harmless Railway for, from and against all fines or penalties imposed or assessed by Federal, State and Local Governmental Agencies against the Railway which arise out of Contractor's work under this Agreement.

- **1.01.06** The Contractor must notify the (City of Colton) at (909) 370-5065 and Railway's Manager Public Projects, telephone number (909)386-4472 at least thirty (30) calendar days before commencing any work on Railway Property. Contractor's notification to Railway, must refer to Railroad's file "Colton Quiet Zone."

- **1.01.07** For any bridge demolition and/or falsework above any tracks or any excavations located with any part of the excavations located within, whichever is greater, twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 2 horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, both measured perpendicular to center line of track, the Contractor must furnish

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

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

1.02 Contractor Safety Orientation

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

1.03 Railway Requirements

- **1.03.01** The Contractor must take protective measures as are necessary to keep railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to railway facilities resulting from Contractor's operations will be repaired or replaced by Railway and the cost of such repairs or replacement must be paid for by the Agency.

- **1.03.02** The Contractor must notify the Railway's General Manager Mark Kirschinger at (909) 386-4150 and provide blasting plans to the Railway for review seven (7) calendar days prior to conducting any blasting operations adjacent to or on Railway's Property.

- **1.03.03** The Contractor must abide by the following temporary clearances during construction:

  - 15' Horizontally from centerline of nearest track
  - 21'-6" Vertically above top of rail
  - 27'-0" Vertically above top of rail for electric wires carrying less than 750 volts
  - 28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts
  - 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
  - 34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts

- **1.03.04** Upon completion of construction, the following clearances shall be maintained:

- 25' Horizontally from centerline of nearest track
- 23'-3 ½" Vertically above top of rail

- **1.03.05** Any infringement within State statutory clearances due to the Contractor's operations must be submitted to the Railway and to the City of Colton and must not be undertaken until approved in writing by the Railway, and until the City of Colton has obtained any necessary authorization from the State Regulatory Authority for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending Railway approval, and/or the State Regulatory Authority's approval.

- **1.03.06** In the case of impaired vertical clearance above top of rail, Railway will have the option of installing tell-tales or other protective devices Railway deems necessary for protection of Railway operations. The cost of tell-tales or protective devices will be borne by the Agency.

- **1.03.07** The details of construction affecting the Railway's Property and tracks not included in the contract plans must be submitted to the Railway by City of Colton for approval before work is undertaken and this work must not be undertaken until approved by the Railway.

- **1.03.08** At other than public road crossings, the Contractor must not move any equipment or materials across Railway's tracks until permission has been obtained from the Railway. The Contractor must obtain a "Temporary Construction Crossing Agreement" from the Railway prior to moving his equipment or materials across the Railway's tracks at any point other than a public road crossing. The temporary crossing must be gated and locked at all times when not required for use by the Contractor. The temporary crossing for use of the Contractor will be constructed and, at the completion of the project, removed at the expense of the Contractor.

- **1.03.09** Discharge, release or spill on the Railway Property of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants, or any hazardous waste is prohibited and Contractor must immediately notify the Railway's Resource Operations Center at 1(800) 832-5452, of any discharge, release or spills in excess of a reportable quantity. Contractor must not allow Railway Property to become a treatment, storage or transfer facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.

- **1.03.10** The Contractor upon completion of the work covered by this contract, must promptly remove from the Railway's Property all of Contractor's tools, equipment, implements and other materials, whether brought upon said property by said Contractor or any Subcontractor, employee or agent of Contractor or of any Subcontractor, and must cause Railway's Property to be left in a condition acceptable to the Railway's representative.

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

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

  The background screening shall at a minimum meet the criteria defined by the e-RAILSAFE program outlined at http://www.e-railsafe.com in addition to any other applicable regulatory requirements. The e-RAILSAFE

program uses rail industry background screening standards.

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

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

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

1.05 Railway Flagger Services:

- **1.05.01** The Contractor must give Railway's Roadmaster (telephone 909 386-4061) a minimum of thirty (30) calendar days advance notice when flagging services will be required so that the Roadmaster can make appropriate arrangements (i.e., bulletin the flagger's position). If flagging services are scheduled in advance by the Contractor and it is subsequently determined by the parties hereto that such services are no longer necessary, the Contractor must give the Roadmaster five (5) working days advance notice so that appropriate arrangements can be made to abolish the position pursuant to union requirements.

- **1.05.02** Unless determined otherwise by Railway's Project Representative, Railway flagger will be required and furnished when Contractor's work activities are located over, under and/or within twenty-five (25) feet measured horizontally from centerline of the nearest track and when cranes or similar equipment positioned beyond 25-feet from the track centerline could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:

- **1.05.02a** When, upon inspection by Railway's Representative, other conditions warrant.

- **1.05.02b** When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.

- **1.05.02c** When work in any way interferes with the safe operation of trains at timetable speeds.

- **1.05.02d** When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.

- **1.05.02e** Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.

- **1.05.03** Flagging services will be performed by qualified Railway flaggers.

- **1.05.03a** Flagging crew generally consists of one employee. However, additional personnel may be required to protect Railway Property and operations, if deemed necessary by the Railways Representative.

- **1.05.03b** Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day.

- **1.05.03c** The cost of flagger services provided by the Railway will be borne by the (Agency). The estimated cost for one (1) flagger is approximately between $800.00-$1,600.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, vehicle, transportation, meals, lodging, radio, equipment, supervision and other costs incidental to performing flagging services. Negotiations for Railway labor or collective

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

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

1.06 Contractor General Safety Requirements

- **1.06.01 Work in the proximity of railway track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. All work performed by contractors within 25 feet of any track must be in compliance with FRA Roadway Worker Protection Regulations.**

- **1.06.02 Before beginning any task on Railway Property, a thorough job safety briefing must be conducted with all personnel involved with the task and repeated when the personnel or task changes. If the task is within 25 feet of any track, the job briefing <u>must</u> include the Railway's flagger, as applicable, and include the procedures the Contractor will use to protect its employees, subcontractors, agents or invitees from moving any equipment adjacent to or across any Railway track(s).**

- **1.06.03 Workers must not work within 25 feet of the centerline of any track without an on track safety strategy approved by the Railway's Project Representative. When authority is provided, every contractor employee must know: (1) who the Railway flagger is, and how to contact the flagger, (2) limits of the authority, (3) the method of communication to stop and resume work, and (4) location of the designated places of safety. Persons or equipment entering flag/work limits that were not previously job briefed, must notify the flagger immediately, and be given a job briefing when working within 25 feet of the center line of track.**

- **1.06.04 When Contractor employees are required to work on the Railway Property after normal working hours or on weekends, the Railroad's representative in charge of the project must be notified. A minimum of two employees must be present at all times.**

- **1.06.05** Any employees, agents or invitees of Contractor or its subcontractors under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the Railway's Property and subsequently released to the custody of a representative of Contractor management. Future access to the Railway's Property by that employee will be denied.

- **1.06.06** Any damage to Railway Property, or any hazard noticed on passing trains must be reported immediately to the Railway's representative in charge of the project. Any vehicle or machine which may come in contact with track, signal equipment, or structure (bridge) and could result in a train derailment must be reported immediately to the Railway representative in charge of the project and to the Railway's Resource Operations Center at 1(800) 832-5452. Local emergency numbers are to be obtained from the Railway representative in charge of the project prior to the start of any work and must be posted at the job site.

- **1.06.07** For safety reasons, all persons are prohibited from having pocket knives, firearms or other deadly weapons in their possession while working on Railway's Property.

- **1.06.08** All personnel protective equipment (PPE) used on Railway Property must meet applicable OSHA and ANSI specifications. Current Railway personnel protective equipment requirements are listed on the web site, **www.contractororientation.com,** however, a partial list of the requirements include: a) safety glasses with permanently affixed side shields (no yellow lenses); b) hard hats c) safety shoe with: hardened toes, above-the-ankle lace-up and a defined heel; and d) high visibility retro-reflective work wear. The Railroad's representative in charge of the project is to be contacted regarding local specifications for meeting requirements relating to hi-visibility work wear. Hearing protection, fall protection, gloves, and respirators must be worn as required by State and Federal regulations. **<u>(NOTE – Should there be a discrepancy between the information</u>**

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

- **1.06.09 THE CONTRACTOR MUST NOT PILE OR STORE ANY MATERIALS, MACHINERY OR EQUIPMENT CLOSER THAN 25'-0" TO THE CENTER LINE OF THE NEAREST RAILWAY TRACK. MATERIALS, MACHINERY OR EQUIPMENT MUST NOT BE STORED OR LEFT WITHIN 250 FEET OF ANY HIGHWAY/RAIL AT-GRADE CROSSINGS OR TEMPORARY CONSTRUCTION CROSSING, WHERE STORAGE OF THE SAME WILL OBSTRUCT THE VIEW OF A TRAIN APPROACHING THE CROSSING. PRIOR TO BEGINNING WORK, THE CONTRACTOR MUST ESTABLISH A STORAGE AREA WITH CONCURRENCE OF THE RAILROAD'S REPRESENTATIVE.**

- **1.06.10** Machines or vehicles must not be left unattended with the engine running. Parked machines or equipment must be in gear with brakes set and if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on Railway's Property must be left inoperable and secured against movement. (See internet Engineering Contractor Safety Orientation program for more detailed specifications)

- **1.06.11** Workers must not create and leave any conditions at the work site that would interfere with water drainage. Any work performed over water must meet all Federal, State and Local regulations.

- **1.06.12** All power line wires must be considered dangerous and of high voltage unless informed to the contrary by proper authority. For all power lines the minimum clearance between the lines and any part of the equipment or load must be; 200 KV or below - 15 feet; 200 to 350 KV - 20 feet; 350 to 500 KV - 25 feet; 500 to 750 KV - 35 feet; and 750 to 1000 KV - 45 feet. If capacity of the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

1.07 Excavation

- **1.07.01** Before excavating, the Contractor must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems are present and located within the Project work area. The Contractor must determine whether excavation on Railway's Property could cause damage to buried cables resulting in delay to Railway traffic and disruption of service to users. Delays and disruptions to service may cause business interruptions involving loss of revenue and profits. Before commencing excavation, the Contractor must contact **BNSF's Field Engineering Representative (Greg Rousseau, 909-386-4079).** All underground and overhead wires will be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. **It is the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.**

- **1.07.02** The Contractor must cease all work and notify the Railway immediately before continuing excavation in the area if obstructions are encountered which do not appear on drawings. If the obstruction is a utility and the owner of the utility can be identified, then the Contractor must also notify the owner immediately. If there is any doubt about the location of underground cables or lines of any kind, no work must be performed until the exact location has been determined. There will be no exceptions to these instructions.

- **1.07.03** All excavations must be conducted in compliance with applicable OSHA regulations and, regardless of depth, must be shored where there is any danger to tracks, structures or personnel.

- **1.07.04** Any excavations, holes or trenches on the Railway's Property must be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that Railway employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.

1.08 Hazardous Waste, Substances and Material Reporting

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

1.09 Personal Injury Reporting

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

NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

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

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

5. Social Security #

6. Name (last, first, mi)

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

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

9. (a) Injury: _____ (b) Body Part:
   (i.e. (a) Laceration (b) Hand)

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

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

13. Dr. Name _____ 30. Date:

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

15. Hospital Name:

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

17. Diagnosis:

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

EXHIBIT "C-1"

Agreement
Between
BNSF RAILWAY COMPANY
and the
CONTRACTOR

BNSF RAILWAY COMPANY
Attention: Manager Public Projects

Railway File: Colton QZ Project
Agency Project: _____

Gentlemen:

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

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

Section 1. RELEASE OF LIABILITY AND INDEMNITY

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

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

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

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

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

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

Section 2. TERM

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

Section 3. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Other Requirements:

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

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

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

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

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

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

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

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

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

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

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

Section 4. EXHIBIT "C" CONTRACTOR REQUIREMENTS

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

Section 5. TRAIN DELAY

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

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

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

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

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

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

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

_____

Contractor

By:_____

Printed Name: _____

Title: _____

Contact Person: _____

Address: _____

City:_____

State: _____ Zip: _____

Fax: _____

Phone: _____

E-mail:_____

BNSF Railway Company

By:_____

Name: _____

Manager Public Projects

Accepted and effective this _____day of 20__.

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: March 6, 2013

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

Recommendation:*

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

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

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

We are currently preparing agreements with the City and Caltrans and follow-up actions will be brought forward to the Board for their consideration next month.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	

Check all that apply.

BRD1303a-pb

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

These are: the construction cooperative agreement, the advance expenditure agreement, and the escrow agreement between SANBAG and the City, and the construction cooperative agreement between SANBAG and Caltrans.

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

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

Staff requests approval of the two recommendations.

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

Reviewed By: This item 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 agreements in draft.

Responsible Staff: Garry Cohoe, Director of Project Delivery

ATTACHMENT A

SCOPE OF WORK

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A. DESCRIPTION OF SERVICES

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

I-15 Baseline Road Interchange Project

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

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

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

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

Services

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

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

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

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

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

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

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

Mr. Mike Barnum, Construction Manager

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

B. PERFORMANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSULTANT personnel will:

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

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

C. DUTIES AND RESPONSIBILITIES

1. Pre-construction Services

a. Schedule

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

b. Budget

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

c. Constructability Review

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

2. Bid Process

a. Bid Documents

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

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

b. Pre-construction Meetings

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

c. Contract Award

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

1) Review of bid for completeness and responsiveness

2) Perform bid analysis

3) Development of contractor payment schedules, and other procedural items.

4) Checking Contractor references, licenses, insurance, and sureties.

5) Coordination with prospective Contractor for award of construction contract(s).

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

3. Project Administration

a. CONSULTANT shall administer Project construction contracts using Caltrans Construction Manual as a guideline.

b. CONSULTANT shall conduct regular Project coordination meetings with Contractor, SANBAG, local agencies, and design engineer, as appropriate.

c. CONSULTANT shall prepare Contractor progress payments and maintain payment records and supporting documentation. All progress payments shall be reviewed by SANBAG for approval.

d. CONSULTANT shall provide reports as needed to comply with specific funding requirements.

e. CONSULTANT shall establish and maintain Project records in accordance with the Caltrans Construction Manual. Project record keeping shall include, but are not limited to, correspondence, memoranda, contract documents, change orders, claims, SANBAG and engineer directives, meeting minutes, shop drawings, supplementary drawings, and requests for payment. CONSULTANT shall maintain a record of the names, addresses, and telephone and fax numbers of the Contractors, subcontractors, and principal material suppliers.

f. CONSULTANT shall establish and maintain a filing system in hard copies files and in electronic forms for each Project using the Caltrans Construction Manual as a guideline. Electronic data documentation will be required to be uploaded weekly to the SANBAG Major Projects Portal

g. CONSULTANT shall monitor Contractors' construction schedules on an ongoing basis and alert SANBAG to conditions that may lead to delays in completion of the Project.

h. CONSULTANT shall prepare and submit a monthly Activity Summary Report for the Project in a format approved by SANBAG. The activity report shall include among other items status of SWPPP issues, RFIs, contract change orders, and notice of potential claims; construction activities completed, ongoing, and upcoming; status of Project budget and schedule, and other highlights and critical issues.

i. CONSULTANT shall review and ensure compliance with environmental requirements.

j. CONSULTANT shall participate in partnering sessions with the Contractor, SANBAG, and Local Agencies, as required.

k. CONSULTANT shall ensure that the Project meets all provisions of the Caltrans Quality Assurance Program Manual.

l. CONSULTANT shall review Contractors' certified payroll records and ensure compliance with the requirements of the construction contract.

m. CONSULTANT shall ensure that the Project meets all provisions of the Storm Water Pollution Prevention Plan (SWPPP).

n. CONSULTANT shall assure that the Project meets all applicable regulations of the Air Quality Management District (AQMD).

o. CONSULTANT shall maintain redlined as-built plans on an ongoing basis throughout the duration of the Project. Redlined plans shall show all changes made to the original contract plans, each change identified with the name of the approver, date of change approval , and CCO number, if applicable

4. Construction Coordination

a. CONSULTANT shall provide a minimum of one qualified Resident Engineer to effectively manage the Project.

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

c. CONSULTANT shall maintain regular contact with SANBAG's Project/Construction Manager.

d. CONSULTANT shall coordinate utility relocations with utility companies and their designees, as well as the utility inspector.

e. CONSULTANT shall proactively review Project plans and special provisions for possible errors and deficiencies prior to construction of any specific element and report such findings to SANBAG. Should SANBAG determine that changes are necessary, CONSULTANT shall assist in implementation and processing of change orders in accordance with contract documents.

f. CONSULTANT shall proactively review Project plans and special provisions; monitor, coordinate, and track construction progress schedule and RFIs; and communicate with various agencies prior to construction of any specific elements to ensure the Project proceeds on schedule and according to the order of work in the plans and special provisions. CONSULTANT shall expedite work, as required, to maintain schedule in conjunction with the overall construction staging program.

g. CONSULTANT shall coordinate review of shop drawings and Requests for Information (RFI) with the Construction Manager. CONSULTANT shall log and track all submittals and requests.

h. CONSULTANT shall provide a qualified SWPPP Coordinator who along with the Resident Engineer shall review and certify contractor prepared Storm Water Pollution Prevention Plans (SWPPP) and coordinate approval with SANBAG and the State Water Resource Control Board. The SWPPP Coordinator shall be at a minimum a Qualified Storm Water Pollution Prevention Plan (SWPPP) Developer (QSD) and a Qualified SWPPP Practitioner (QSP). CONSULTANT shall provide at a minimum weekly SWPPP monitoring and shall cooperate with all monitoring agency inspections and field reviews.

i. CONSULTANT shall coordinate the implementation of any changes with the Construction Manager and the design engineer.

j. CONSULTANT shall review and approve falsework and shoring plans.

k. CONSULTANT shall review and approve Traffic Control Plans and forward to SANBAG for Caltrans/City/County approvals, as necessary.

l. CONSULTANT shall coordinate all Project construction activities with other on-going projects within and adjacent to the Project limits.

5. Construction Inspection

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

b. CONSULTANT shall perform daily on-site observations of the progress and quality of construction to determine if the work being performed is in general conformance with the contract documents, all applicable laws, codes, and ordinances.

c. CONSULTANT shall exercise reasonable care and diligence to discover and promptly report to SANBAG any and all defects or deficiencies in the materials or workmanship used in the Project.

d. CONSULTANT personnel assigned to the Project shall be thoroughly familiar with Caltrans Standard Specifications, Caltrans Standard Plans, Caltrans Erosion Control and Highway Planting requirements, safety standards and State Water Resources Control Board requirements. CONSULTANT personnel shall have the ability to read and interpret construction plans and specifications. CONSULTANT personnel shall also have knowledge of State of California Construction Safety Orders (CalOSHA) and traffic control practices as specified in the Work Area Traffic Control Handbook (WATCH). In addition, CONSULTANT personnel shall be thoroughly familiar with the construction requirements of Caltrans' Storm Water Pollution Prevention Program.

e. Assignments to be performed by CONSULTANT personnel shall include, but are not limited to, the following:

1) Paving and subgrade inspection, sub-surface & finish surface drainage inspection, structures and foundation inspection, electrical inspection for traffic, ramp meter and irrigation control equipment, signing and striping inspection, quantity calculations, checking grade and alignment, construction traffic control, soil amendments and plant material identification & quality control, hardscape inspection, trenching & irrigation inspection and duties that may be required to determine that construction of the Project is being performed in accordance with the contract documents.

2) Identifying actual and potential problems associated with the Project and recommending sound engineering solutions.

3) Identifying common plant diseases and/or pests together with their respective eradication techniques, directing of plant adaptability requirements along with proper planting & pruning techniques, and avoiding potential problems associated with the Project by recommending sound engineering solutions.

4) Perform basic sampling of construction materials in the field per California Test Method 105 and 125 by both the prime and subconsultant personnel.

5) Maintaining awareness of safety and health requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions for the protection of the public and Project personnel.

6) Preparing complete and accurate daily reports, calculations, project

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

7) Preparing construction sketches, drawings, and cross-sections, as necessary.

8) Assisting in the preparation of as-built plans.

9) Providing inspections for environmental compliance.

10) Maintaining awareness of water discharge requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions.

11) Monitoring Contractors' compliance with applicable regulations required by AQMD.

12) Other duties as may be required or reasonably requested.

6. Project Support

a. Construction Surveys

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

1) Construction Surveys

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

a) Survey calculations and adjustments shall be performed with established and computed coordinates based on the California Coordinate System.

b) Cross-section data collection shall be performed by conventional and terrain line interpolation survey methods.

c) Survey data will include topography, cross-section, and other survey data in computer formats compatible with the Caltrans computer survey and design systems.

d) Prepare and maintain survey documents. Survey documents include survey field notes, maps, drawings, and other survey documents.

e) Perform construction staking, including but not limited to:

i. Utility relocations
ii. Clearing limits
iii. Slope staking
iv. Storm drain, sanitary sewer, and irrigation systems
v. Drainage structures
vi. Curbs, gutters, and sidewalk
vii. Horizontal and vertical control for structures and portions of structures (bents, abutments, wingwalls, etc.)
viii. Rough grade
ix. Finish grade

f) Monitor for settlement, if required.

g) Global Positioning Satellite (GPS) equipment shall be made available if required by SANBAG

2) Grid Grades

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

3) Open Ended Traverses and Profile Data Sheets

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

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

4) Three Line Profiles

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

5) Right of Way Lines

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

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

b) Corner records and records of surveys shall be prepared and filed in accordance with the applicable standards and the State of California Land Surveyor's Act and the California Subdivision Map Act.

c) Perpetuate existing monumentation, which includes restoring, renewing, referencing, and resetting existing boundary related monumentation. In addition, stake areas where construction disturbs the existing right of way, preparing and filing required maps and records.

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

a) Right of Way Surveys, which includes research and preparation filing of required maps and records. In addition, locate and set monuments for right 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 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.

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 14

Date: March 6, 2013

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

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

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

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

Background: The Commission, in conjunction with Caltrans is proceeding with the right-of-way phase of the I-15/I-215 Devore Interchange Reconstruction Project

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.

BRD1303e-ds

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

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

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

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

Recommendation 2: Staff requests that the Board authorize proceeding with offers of acquisition for all properties identified in Attachment "A" for an additional aggregate amount of $40,000. The addition of the funds for these properties increases the total authorized amount for property acquisition for this project to $16,545,000.

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

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

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

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

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

Reviewed By: This item was reviewed and recommended for approval (19-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on February 14, 2013, and the Mountain/Desert Committee on February 15, 2013. SANBAG General Counsel and Contract Administrator have reviewed this item and a draft of the standard contract.

Responsible Staff: Garry Cohoe, Director of Project Delivery

BRD1303e-ds

Devore ROW Parcels for Acquisition

Attachment A

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

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: **15**

Date: March 6, 2013

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

Recommendation:*

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

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

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

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

BRD1303c-pm
Attachment: http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C13118.docx

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

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

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

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

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

Reviewed By: This item 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 a draft of the contract.

Responsible Staff: Garry Cohoe, Director of Project Delivery

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CONTRACT SUMMARY SHEET

Contract No. C 13118 Amendment No. 0

By and Between

San Bernardino County Transportation Authority and ATT Corporation

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

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

Overview of BOD Action: Approve Utility Agreement No. C13118 with the ATT Communications of California for relocation of fiber optic utilities for the I-215 Bi-County HOV Project in the amount of $468,000. Approve 25% contingency in the amount of $117,000

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

CONTRACT OVERVIEW

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

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
March 6, 2013	March 6, 2015	

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

FINANCIAL INFORMATION

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

☐ A Budget Amendment is required.

How are we funding current FY? *Measure I Valley Freeway 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:*

Contract will be funded with Measure I Valley Freeway Funds

☒ 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	1/31/13 Date
Garry Cohoe Task Manager (Print Name)	Signature	1-31-13 Date
Andrea Zureick Dir. of Fund Admin. & Programming (Print Name)	Andrea Zureick Signature	2/5/13 Date
Jeffery Hill Contract Administrator (Print Name)	Signature	2/6/13 Date
W. STAWARSKI Chief Financial Officer (Print Name)	Signature	2/11 Date

UTILITY AGREEMENT
SANBAG Agreement No. C13118

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

FEDERAL AID NUMBER	OWNER'S PLAN NUMBER
CML6053(101)	WR 34943-473D

FEDERAL PARTICIPATION

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

UTILITY AGREEMENT NO. 22459 DATE

San Bernardino County Transportation Authority, herein after called "SANBAG", proposes to add high occupancy vehicle lanes on both north- and south-bound lanes of the 91/I-215 freeway between Spruce Street and Orange Show Road in the Counties of Riverside and San Bernardino ("Project"). Sound walls, retaining walls, and barrier walls will be added in various locations within the Project limits. The Union Pacific Rail Road Bridge ("UPRR Bridge") will be removed only, the BNSF Railway Bridge will be reconstructed, and the Newport Avenue Bridge will be reconstructed.

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

It is hereby mutually agreed that:

I. WORK TO BE DONE

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

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

II. LIABILITY FOR WORK

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

III. PERFORMANCE OF WORK

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

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

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

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

IV. PAYMENT FOR WORK

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

It is understood and agreed that SANBAG will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that OWNER shall give credit to 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. 22459

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

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

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

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

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

V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of SANBAG Liability Claim Letter request of September 6, 2011 to review, study and/or prepare relocation plans and estimates for the

UTILITY AGREEMENT NO. 22459

Project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

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

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

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

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

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

UTILITY AGREEMENT NO. 22459

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

SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION

APPROVED:

By: _____
Janice Rutherford
President, Board of Directors

Date: _____

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
General Counsel

Date: _____

CONCURRENCE:

By: _____
Jeffery Hill
Contracts Manager

Date: _____

APPROVAL RECOMMENDED:

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

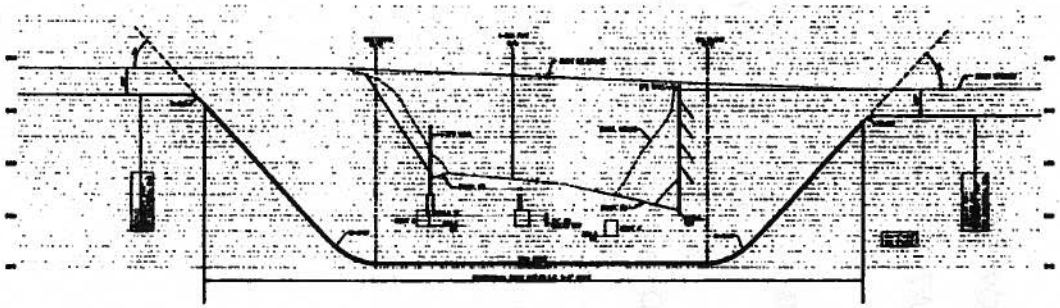
Date: 2/19/2013

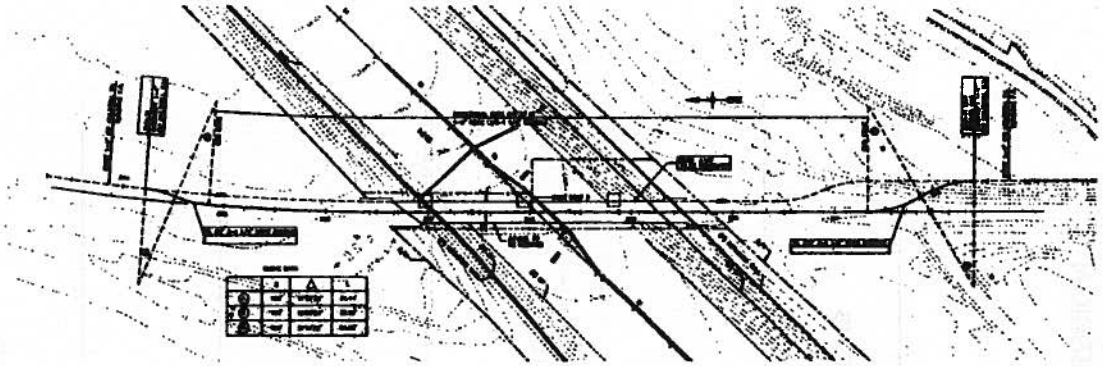
OWNER:

AT&T Corp.

By: Alwin S. Richardson
Alwin S. Richardson

Date: 2/13/13





APPROVED

BY

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: 16

Date: March 6, 2013

Subject: Pepper Avenue Extension Project in the City of Rialto

Recommendation:*

1. Approve Amendment No. 5 to Cooperative Agreement No. C00067 with the City of Rialto to revise the construction completion date of the Pepper Avenue Extension Project from April 1, 2013 to December 27, 2013.

2. Approve Cooperative Agreement No. C13076 with the City of Rialto for the extension of Pepper Avenue to Highland Avenue in the amount of $371,500, $321,500 of which will be invoiced to San Bernardino Associated Governments by the City of Rialto for San Bernardino Associated Governments' capital share.

Background: Pepper Avenue currently terminates just less than a mile south of the State Route (SR-210) Freeway. The SR-210/Pepper Avenue Interchange Project, which is led by San Bernardino Associated Governments (SANBAG) (Task No. 0883), was originally included as a part of the SR-210 Freeway Corridor Project. During the 95% Plans, Specifications, and Estimates phase of the freeway project, the Federal Highway Administration (FHWA) and California Department of Transportation (Caltrans) called for the deletion of this interchange from the final plans because there was no local road which the interchange would serve. FHWA and Caltrans required a usable roadway in order to warrant a

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	

Check all that apply.

BRD1303b-pm

Attachments: http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C13076.docx
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C00067-05.docx

freeway connection. That meant Pepper Avenue needed to be extended before the interchange could be built.

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

In November 2012, the City requested an extension of the deadline to December 28, 2013. The delay was attributed to issues related to having to comply with measures required by the United States Fish and Wildlife Service to conserve the endangered Santa Ana River Wooly Star plant and to meet requirements by the Department of Fish and Game related to handling of nesting birds. The City contends that the factors for the delay were beyond its control. The issues have been resolved and construction of the Pepper Avenue extension is underway today. Staff is recommending that the Board approve Amendment No. 5 to Cooperative Agreement No. C00067 to extend the City's deadline to complete the construction of the Pepper Avenue Extension Project from April 1, 2013 to December 27, 2013.

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

The roadway structural section the City is required to construct to connect Pepper Avenue to Highland Avenue will not meet the requirements for the interchange. To minimize wasteful costs or "throw away", it is in SANBAG's interest to participate in the funding of this extension so the structural section does meet the requirements of the interchange. In

addition to minimizing throw away, the relocation of a utility gas line, construction of sub-surface conduits for future traffic signals, and drainage improvements for the future ramps should be constructed as part of the City's project. If this work is deferred, trenching along portions of a newly constructed Pepper Avenue would be required and result in increased costs for SANBAG. Given this, the terms of Cooperative Agreement No. C13076 for the extension of Pepper Avenue to Highland Avenue are as follows:

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

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

Total costs for the Pepper Avenue extension, including support costs, are estimated at $747,040 with SANBAG's share being estimated at $371,500. The City will process payments and invoice SANBAG for SANBAG's share of the capital costs, which is estimated at $321,500. Staff is recommending the approval of Cooperative Agreement No. C13076 with the City of Rialto.

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

Reviewed By: This item was reviewed and recommended for approval (21-0-0) 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 agenda item and a draft of the contract and amendment.

Responsible Staff: Garry Cohoe, Director of Project Delivery

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 00067 Amendment No. 5

By and Between

San Bernardino County Transportation Authority and City of Rialto

Contract Description Cooperative Agreement for Extension of Pepper Avenue

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

Overview of BOD Action: Approve Amendment No. 5 to Cooperative Agreement No. C00067 with the City of Rialto to revise the construction completion date of the Pepper Avenue Extension Project from April 1, 2013 to December 27, 2013.

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

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
March 15, 2000	April 1, 2013	December 27, 2013 ✓

Has the contract term been amended? ☐ No ☒ Yes - please explain.
City of Rialto requested to amend the term of the agreement citing environmental issues for delay

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0883.
☐ 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:*
Agreement does not have any financial obligations.
☐ Payable ☐ Receivable (Neither payable nor receivable)

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

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

PAUL MELOWTON Project Manager (Print Name)	Signature	1/31/13 Date
Garry Cohoe Task Manager (Print Name)	Signature	1.31.13 Date
Andrea Zureck Dir. of Fund Admin. & Programming (Print Name)	Signature	2/5/13 Date
Jeffery Hill Contract Administrator (Print Name)	Signature	2/6/13 Date
L Strange Chief Financial Officer (Print Name)	Signature	2/2/13 Date

AMENDMENT NO. 5 TO CONTRACT NO. C00067

BY AND BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

THE CITY OF RIALTO

PEPPER AVENUE EXTENSION TO STATE ROUTE 30

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

RECITALS:

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

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

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

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

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

1. Article 2. which has been previously referenced in Amendment No's 1,2.3 and 4 as paragraph 2., is being deleted in its entirety and replaced by the following:

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

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

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

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

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

2. All other provisions of C00067 shall remain in full force and effect.

3. The "Effective Date" of this Amendment No. 5 is the date SANBAG executes said Amendment.

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

CITY OF RIALTO,
A MUNICIPAL CORPORATION

APPROVED

By:_____
Deborah Robertson
Mayor

Date:_____

APPROVED AS TO FORM AND PROCEDURE

By:_____
Jimmy Gutierrez
City Attorney

SANBAG

APPROVED

By:_____
Janice Rutherford
Board President

Date:_____

APPROVED AS TO FORM AND PROCEDURE

By:_____
Eileen Monaghan Teichert
AUTHORITY General Counsel

CONCURRENCE

By:_____

Jeffrey Hill
Contract Administrator

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 13076 Amendment No. 0

By and Between

San Bernardino County Transportation Authority and City of Rialto

Contract Description Cooperative Agreement for Extension of Pepper Avenue

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

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

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

CONTRACT OVERVIEW

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

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
March 6, 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. 0883.

☐ A Budget Amendment is required.

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

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

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

Contract is funded 100% with Measure I 1990-Valley Fund-Major Projects

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ %

PAUL MELOCOTON		1/31/13
Project Manager (Print Name)	Signature	Date
Gary Lahoe		1.31.13
Task Manager (Print Name)	Signature	Date
Andrea Zureick		2/5/13
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
Jeffery Hill		2/6/13
Contract Administrator (Print Name)	Signature	Date
W. Stawarski		2/11/13
Chief Financial Officer (Print Name)	Signature	Date

COOPERATIVE AGREEMENT NO. C13076

BY AND BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

THE CITY OF RIALTO

PEPPER AVENUE EXTENSION

FROM SOUTH OF STATE ROUTE 210 to HIGHLAND AVENUE

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

RECITALS:

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

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

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

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

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

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

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

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

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

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

SECTION I

CITY AGREES:

1. CITY shall be the lead agency under the California Environmental Quality Act (CEQA) and lead responsible permittee under other applicable environmental regulations including, but not limited to, the United States Clean Water Act and the California Department of Fish and Game Code at no cost to AUTHORITY. Cost for environmental compliance work is estimated to be $15,000.

2. CITY shall be the lead applicant for the Caltrans Encroachment Permit application. CITY shall be responsible for fifty percent (50%) of Caltrans Encroachment Permit Application fees and costs for inspection by Caltrans staff. CITY's share of Caltrans Encroachment Permit application and fees is estimated to be $40,000. CITY shall process payments related to Caltrans Encroachment Permit Application fees and costs and CITY shall invoice AUTHORITY for AUTHORITY's share of Caltrans Permit Application related costs as described in Section II. Costs incurred by CITY related to its own coordination with Caltrans for the preparation and submittal of the Caltrans Encroachment Permit application shall be borne by CITY at no cost to AUTHORITY.

3. CITY shall review all PROJECT design work. CITY agrees to complete such review and provide written comments to AUTHORITY within 10 working days upon receipt of design materials, and AUTHORITY shall not proceed with any action subject to CITY

review without the consent of the CITY, which consent shall not be unreasonably withheld.

4. CITY shall be the lead agency for the administration of the construction of PROJECT and CITY shall advertise, award, and administer the construction of the PROJECT at no cost to AUTHORITY. Cost for construction contract administration work is estimated to be $40,000.

5. CITY shall process payments of one hundred percent (100%) of the actual costs for construction work required for satisfactory completion of PROJECT, including changes pursuant to contract change orders required for PROJECT. Change orders greater than $60,000 shall require written consent from AUTHORITY prior to CITY approval. CITY shall invoice AUTHORITY for AUTHORITY's share of construction costs as described in Section II.

6. CITY shall be responsible for one hundred percent (100%) of actual construction costs of paving and street improvements for the construction of two 12-foot travel lanes and 4-foot shoulders which include a concrete dike for storm water conveyance. Said costs are depicted in Exhibit D attached hereto. Cost of paving and street improvements are estimated to be $183,040 including mobilization and contingency.

7. CITY shall be responsible for one hundred percent (100%) of actual construction costs of signing, striping, temporary traffic controls, and storm water pollution prevention for two travel lanes along Pepper Avenue. Said costs are depicted in Exhibit D. Cost of signing and striping are estimated to be $40,000 including mobilization and contingency.

8. CITY shall be responsible for fifty percent (50%) of actual construction costs of clearing and grubbing and roadway excavation. CITY's share of clearing and grubbing and roadway excavation are estimated to be $57,000 including mobilization and contingency.

9. CITY shall be the lead agency for any public utilities relocation required by PROJECT. CITY shall process payments related to public utilities relocation and CITY shall invoice AUTHORITY for AUTHORITY's share of actual utility relocation cost as described in Section II. CITY's share of actual utility relocation cost is zero percent (0%). Costs incurred by CITY related to its own coordination with the utility agencies including preparation, review, and processing of required utility agreements shall be borne by CITY at no cost to AUTHORITY.

10. CITY shall, upon completion of the construction of the PROJECT, operate and maintain any part of PROJECT at no cost to AUTHORITY.

SECTION II

AUTHORITY AGREES:

1. AUTHORITY shall be the lead agency for the design of PROJECT at no cost to CITY. Cost for design of PROJECT is estimated to be $25,000.

2. AUTHORITY shall be responsible for fifty percent (50%) of Caltrans Encroachment Permit Application fees and costs for inspection by Caltrans staff. AUTHORITY's share for Caltrans Encroachment Permit Application fees and costs is estimated to be $40,000. Costs incurred by AUTHORITY related to its own coordination with Caltrans for the preparation and submittal of the Caltrans Encroachment Permit application shall be borne by AUTHORITY at no cost to CITY.

3. AUTHORITY shall be responsible for one hundred percent (100%) of drainage facilities and miscellaneous conduits costs. Said costs are depicted in Exhibit D. Cost of drainage facilities and miscellaneous conduits are estimated to be $41,000.

4. AUTHORITY shall be responsible for fifty percent (50%) of actual construction costs of clearing and grubbing and roadway excavation. AUTHORITY's share of clearing and grubbing and roadway excavation are estimated to be $58,000 including mobilization and contingency.

5. AUTHORITY shall be responsible for one hundred percent (100%) of actual public utilities relocation costs. AUTHORITY's share of actual public utilities relocation costs are estimated to be $183,000 including contingency. Costs incurred by AUTHORITY related to its own coordination with the utility agencies including preparation, review, and processing of required utility agreements shall be borne by AUTHORITY at no cost to CITY.

6. AUTHORITY shall make payments to CITY's on CITY's invoice for Caltrans Encroachment Permit fees and costs, actual utility relocation costs, and AUTHORITY's share of the construction costs as described herein, within 30 calendar days of receipt of a complete and satisfactory invoice package, which shall include all back up and support materials required to substantiate the invoice. Payments shall be made via electronic funds transfer directly deposited into CITY's designated checking or other bank account.

SECTION III

IT IS MUTALLY AGREED:

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

2. All of the exhibits A, B, C and D attached to this Agreement are hereby incorporated by this reference.

3. Cost estimates provided in Section I and Section II are estimates only for planning purposes and shall not serve as a cap for actual costs incurred.

4. PARTIES agree that authorized representatives from CITY and AUTHORITY, designated in writing to the PARTIES, and upon reasonable notice, shall have the right at all reasonable times during normal business hours to examine all the PARTIES financial books and records with respect to this Agreement. PARTIES agree to make such books and records available at the locations where maintained by PARTIES. PARTIES agree to retain all such books and records for a period of three (3) years from the date on which such book or record was created.

5. If PARTIES cannot complete PROJECT as originally scoped and estimated, PARTIES will, only with each party's prior written consent, amend PROJECT design for a suitable resolution to ensure an alternate form of modified PROJECT that meets PARTIES requirements.

6. In the event of any conflict between the Agreement and Exhibit(s), Table(s), or Figure(s) attached to the Agreement and incorporated by reference, the Agreement shall take precedence over the Exhibit(s), Table(s), and Figure(s).

7. Severability – If any term, provision, covenant, or condition of this Agreement is held to be invalid, void, or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

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

9. Governing Law – The laws of the State of California and applicable local and federal laws, regulations and guidelines shall govern this Agreement.

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

11. To the fullest extent permitted by law, the PARTIES agree to save, indemnify, defend, and hold harmless each other and their respective officers, employees and agents, from any and all liability, claims, suits, actions, arbitration proceedings, administrative

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

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

13. Termination

    i. Termination for Cause

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

    ii. Termination for Convenience

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

    iii. Termination Costs

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

14. This Agreement shall terminate upon completion of the PROJECT Construction Phase and payment of final billing by CITY for AUTHORITY's share of PROJECT cost described herein or December 30, 2016 (whichever occurs first), except that the indemnification provisions shall remain in effect until terminated or modified, in writing, by mutual agreement. Should any claims arising out of PROJECT be asserted against

one of the PARTIES, PARTIES agree to extend the fixed termination date of this Agreement, until such time as the claims are settled, dismissed or paid.

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

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

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

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

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

18. The Effective Date of this Agreement is the date that AUTHORITY executes this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURES

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

CITY OF RIALTO,
A MUNICIPAL CORPORATION

APPROVED

By:_____
Deborah Robertson
Mayor

Date:_____

APPROVED AS TO FORM AND PROCEDURE

By:_____
Jimmy Gutierrez
City Attorney

CONCURRENCE

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

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

APPROVED

By:_____
Janice Rutherford
Chairperson

Date:_____

APPROVED AS TO FORM AND PROCEDURE

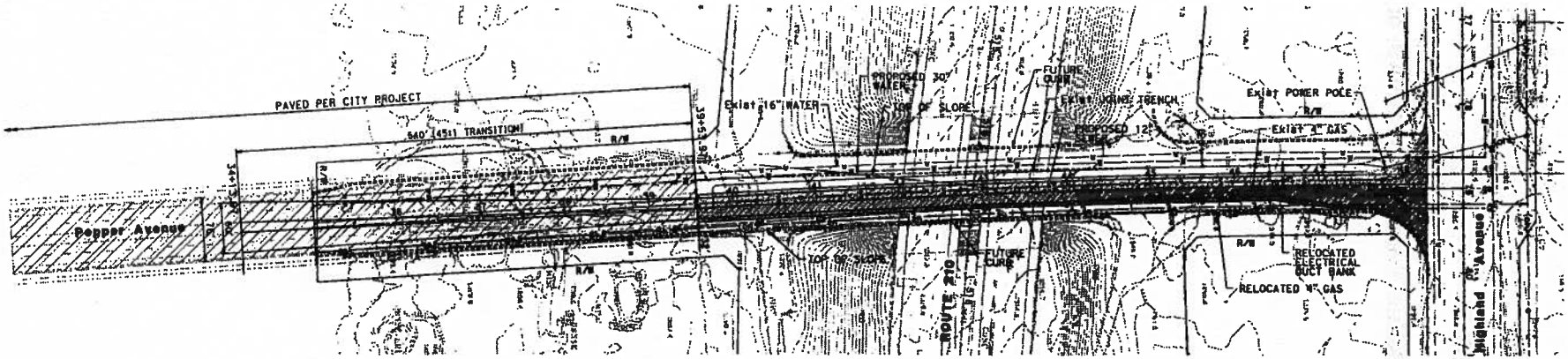
By:_____
Eileen Monaghan Teichert
AUTHORITY's General Counsel

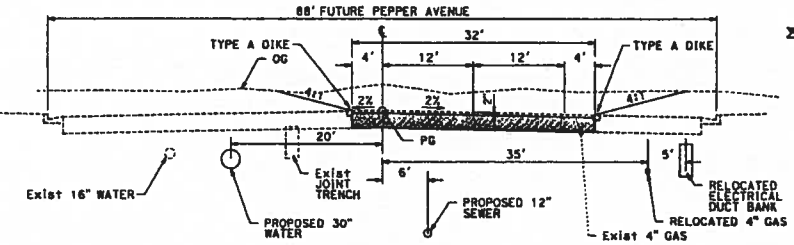
CONCURRENCE

By:_____
Jeffrey Hill
Contract Administrator

Exhibit A

PROJECT LAYOUT





PEPPER AVENUE
Sta 35+03.22 TO Sta 46+47
NO SCALE

Pepper Avenue / Route 210
Temporary Roadway Connection

Exhibit B

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

CITY OF RIALTO

PEPPER AVENUE CONSTRUCTION

SAN BERNARDINO COUNTY, CALIFORNIA

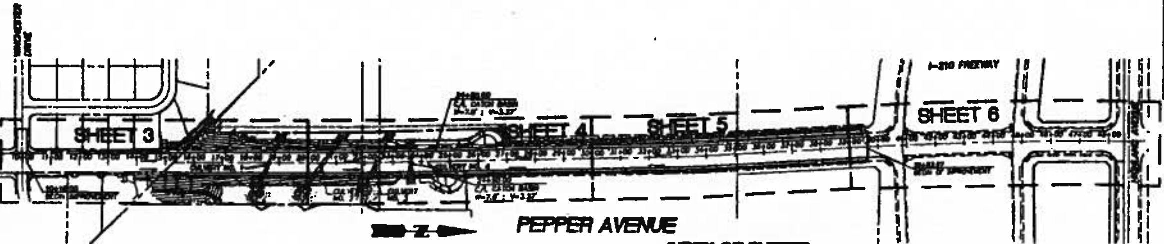
FROM WINCHESTER DRIVE TO INTERSTATE 210
(STA. 10+18.00 TO STA. 39+53.97)

GENERAL NOTES

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH CITY OF RIALTO STANDARD DRAWINGS, STANDARD SPECIAL PROVISIONS, AND THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, WITH SUPPLEMENTS. ANY VARIATION FROM OR EXCEPTION TO THE STANDARDS OR FOLLOWING GENERAL NOTES MUST BE APPROVED BY THE CITY ENGINEER.
2. ALL EXISTING IMPROVEMENTS INCLUDING CURB AND GUTTERS, SIDEWALKS, ASPHALT/CONCRETE OR P.C.C. PAVING, WHICH ARE BEING JOINED OR MATCHED SHALL BE DONE TO THE SATISFACTION OF THE CITY ENGINEER, INCLUDING NECESSARY SAW CUTTING, REMOVAL, REPLACEMENT AND CAPPING.
3. ANY EXISTING TRAVEL WAYS IN WHICH AN EXCAVATION IS MADE IN CONJUNCTION WITH THIS PROJECT SHALL BE COVERED BY PERMIT. THIS AREA SHALL BE PROPERLY POSTED AND LIGHTED IN CONFORMANCE WITH THE STATE MANUAL OF WARNING SIGNS, LIGHTS, AND DEVICES FOR USE IN PERFORMANCE OF WORK UPON HIGHWAYS IN ORDER TO ELIMINATE ANY HAZARDS. STREET SHALL BE SURFACED WITH A MINIMUM OF 2" OF ASPHALT AT THE END OF EACH WORKING DAY.
4. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND SHALL NOTIFY THE CITY FIELD INSPECTORS AT LEAST 48 HOURS PRIOR TO STARTING EACH PHASE OF CONSTRUCTION AND PRIOR TO REQUIRING INSPECTION.
5. ALL UTILITIES SHALL BE INSTALLED PRIOR TO PAVING OF THE STREETS. ALL TRENCHES SHALL BE FULLY COMPACTED TO THE SATISFACTION OF THE CITY ENGINEER. ALL MANHOLES AND VALVE BOX FRAMES SHALL BE ADJUSTED TO FINISHED GRADES AFTER COMPLETION OF CONSTRUCTION.
6. THE CONTRACTOR SHALL DETERMINE THE TRUE LOCATION OF ANY UNDERGROUND UTILITY PRIOR TO LAYING ANY LINES WHICH ARE TO CONNECT THE EXISTING SEWER, WATER, OR STORM DRAINS. THESE LINES SHALL BE EXPOSED AND JOIN ELEVATIONS VERIFIED. ANY CHANGE IN GRADE OR DEVIATION FROM THE PLANS MUST BE APPROVED BY THE CITY ENGINEER.
7. ADVERTISING SIGNS WILL NOT BE PERMITTED WITHIN THE STREET RIGHT-OF-WAY.
8. TREES SHALL BE PLANTED WITHIN THE STREET RIGHT-OF-WAY IN ACCORDANCE WITH THE CITY OF RIALTO REQUIREMENTS.
9. STRUCTURAL SECTION OF PAVEMENT SHALL BE DETERMINED BY THE PRIVATE SOILS ENGINEER. THE PRIVATE SOILS ENGINEER SHALL FURNISH THE RESULTS OF R-VALUE TESTS AND STRUCTURAL SECTION CALCULATIONS TO THE CITY ENGINEER FOR APPROVAL. IN NO CASE SHALL THE STRUCTURAL SECTION BE LESS THAN IS REQUIRED BY CITY OF RIALTO STANDARD DRAWING NO. 50.
10. COMPACTION TESTING SHALL BE PERFORMED BY THE SOILS ENGINEER TO THE SATISFACTION OF THE CITY ENGINEER. THE SUBGRADE SHALL BE COMPACTED TO 90% WITH THE TOP 6 INCHES BELOW THE ASPHALT PAVING COMPACTED TO 95%. IF THE AGGREGATE BASE IS THICKER THAN ONE FOOT, THE ENTIRE THICKNESS OF THE BASE MATERIAL SHALL BE COMPACTED TO 95%.
11. SEWER MAIN AND LATERALS SHALL BE CONSTRUCTED, BACKFILL COMPACTED, AND TESTED PRIOR TO CONSTRUCTION OF CURB AND GUTTER.
12. THE CURB AND GUTTER SHALL BE "ETCHED" SHOWING LATERAL LOCATIONS "S" FOR SEWER, "G" FOR GAS, "E" FOR ELECTRICAL, AND "W" FOR WATER.
13. TRAFFIC CONTROL AND SAFETY DEVICES SHALL BE PLACED AND MAINTAINED PER THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION MANUAL OF WARNING SIGNS LIGHTS, AND DEVICES FOR USE IN PERFORMANCE OF WORK UPON HIGHWAYS AND TO THE SATISFACTION OF THE CITY ENGINEER.
14. NOTICE TO CONTRACTORS: THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN OR THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. APPROVAL OF THESE PLANS BY THE CITY OF RIALTO DOES NOT CONSTITUTE A REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF THE LOCATION OR EXISTENCE OR NON-EXISTENCE OF ANY UNDERGROUND UTILITY PIPE OR STRUCTURE WITHIN THE LIMITS OF THIS PROJECT. THE CONTRACTOR IS REQUIRED TO TAKE ALL DUE PRECAUTIONARY MEANS TO PROTECT THE UTILITY LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS.
15. PRIVATE ENGINEERS NOTICE: PRIOR TO CONSTRUCTION, SEWER AND WATER CONTRACTORS SHALL ASCERTAIN THE CORRECTNESS OF WATER SERVICES AND SEWER LATERAL LOCATIONS WITH THE DEVELOPER. ANY DEVIATION FROM LOCATIONS SHOWN ON THESE PLANS SHALL BE REPORTED TO THE ENGINEER FOR ADJUSTMENT PRIOR TO CALLING FOR ANY CONSTRUCTION STAKING REQUIRED.
16. PRIOR TO THE CITY RELEASING THE BOND FOR THE PUBLIC IMPROVEMENTS, THE ENGINEER OF RECORD SHALL SUBMIT A COMPLETE SET OF "AS BUILT" PLANS ON MYLAR TO THE CITY ENGINEERING SECTION AND THE TIE SHEETS FOR NECESSARY MONUMENTATION SHALL ALSO BE SUBMITTED TO THE CITY.
17. STATE LAW (SB 3019) REQUIRES THE CONTRACTOR TO CONTACT UNDERGROUND SERVICE ALERT AND OBTAIN AN IDENTIFICATION NUMBER PRIOR TO THE ISSUANCE OF THE CITY'S ENCROACHMENT PERMIT. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT TWO FULL WORKING DAYS (48 HOURS MINIMUM) IN ADVANCE OF ANY CONSTRUCTION ACTIVITIES, INCLUDING PAVEMENT REMOVAL, EXCAVATION AND A.C. OVERLAY, WHICH COULD AFFECT ANY UNDERGROUND UTILITY.
18. PRIOR TO ANY CONSTRUCTION WORK, THE CONTRACTOR SHALL OBTAIN A CITY BUSINESS LICENSE AND PERMIT.
19. PRIOR TO TAKING ANY WATER FROM A FIRE HYDRANT, THE CONTRACTOR SHALL MAKE ARRANGEMENTS TO OBTAIN A FIRE HYDRANT WATER METER.
20. ALL STREET TRENCHING, BACKFILLING AND PAVEMENT REPAIRS SHALL BE DONE IN ACCORDANCE WITH CITY STANDARD DRAWING NO. 64.
21. ALL IRRIGATION LINES TO BE REMOVED, RELOCATED OR RECONSTRUCTED AS SHOWN AND/OR AS DIRECTED BY THE PUBLIC WORKS INSPECTOR IN THE FIELD.
22. CONTRACTOR SHALL REMOVE AND/OR INSTALL PAVEMENT MARKINGS AND STRIPING. PLACEMENT AND SCHEDULING TO BE DETERMINED BY INSPECTOR IN THE FIELD.
23. THE CONTRACTOR SHALL NOT ORDER OR PLACE ANY PORTLAND CEMENT CONCRETE OR ASPHALT CONCRETE PAVING UNTIL THE FORMS AND SUBGRADE AND/OR AGGREGATE BASE HAVE BEEN INSPECTED AND APPROVED BY THE CITY INSPECTOR IN THE FIELD.
24. STRICT ADHERENCE TO DUST CONTROL REQUIREMENTS SHALL BE ENFORCED, AND ALL DUST SHALL BE CONTROLLED BY WATERING, UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.
25. IF ANY EXISTING UTILITIES OR ANY OTHER FACILITIES CONFLICT WITH THE PROPOSED IMPROVEMENTS, WORK SHALL STOP AND THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY.
26. THE FINAL OR SURFACE LAYER OF ASPHALT CONCRETE SHALL NOT BE PLACED UNTIL ALL ON-SITE IMPROVEMENTS HAVE BEEN COMPLETED, INCLUDING ALL GRADING AND UNTIL ALL UNACCEPTABLE CONCRETE AND/OR ASPHALT WORK HAS BEEN REMOVED AND REPLACED, UNLESS OTHERWISE APPROVED BY THE ENGINEER.
27. ALL PERMANENT TRAFFIC CONTROL SIGNS AND DEVICES SHALL BE LOCATED AS SPECIFIED IN THE FIELD BY THE CITY ENGINEER PRIOR TO FINAL APPROVAL OF IMPROVEMENTS.
28. REPAIR OR REPLACE ANY DAMAGED OR ALTERED EXISTING IMPROVEMENTS WITHIN PUBLIC RIGHT-OF-WAY AS DIRECTED BY THE ENGINEER IN THE FIELD.
29. ALL SURVEY MONUMENTS SHALL BE PROTECTED AND PERPETUATED IN PLACE. ANY DISTURBED OR COVERED MONUMENTS SHALL BE RESET BY A QUALIFIED REGISTERED CIVIL ENGINEER OR A LICENSED LAND SURVEYOR.
30. ANY CONTRACTOR PERFORMING WORK ON THIS PROJECT SHALL FAMILIARIZE THEMSELVES WITH THE WORK SITE AND SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES RESULTING DIRECTLY OR INDIRECTLY FROM THEIR OPERATIONS, WHETHER OR NOT SUCH FACILITIES ARE SHOWN ON THESE PLANS.
31. CARE SHOULD BE TAKEN TO PREVENT GRADED DITCHES AND SWALES FROM UNDERMINING STREET IMPROVEMENTS. UPON INSPECTION OF THE SITES, THE CITY ENGINEER MAY REQUIRE TEMPORARY GUNITE SWALES, ENTERING OR LEAVING IMPROVEMENTS.
32. APPROVAL OF THESE PLANS BY THE CITY OR ITS AGENTS DOES NOT RELIEVE THE ENGINEER AND THE APPLICANT FROM THE RESPONSIBILITY FOR THE CORRECTION OF ERRORS OR OMISSIONS DISCOVERED DURING CONSTRUCTION. UPON REQUEST, THE APPROPRIATE PLAN REVISIONS SHALL BE PROMPTLY SUBMITTED TO THE CITY ENGINEER FOR REVIEW AND APPROVAL.

BEARING:

THE BEARINGS ARE BASED ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN AS SHOWN ON RECORD OF SURVEY, FILED IN BOOK 3 OF RECORD OF SURVEY AT PAGES 38 THROUGH 40, IN THE OFFICE OF THE RECORDER OF SAN BERNARDINO COUNTY, BEING NORTH 89°59'59" EAST.



INDEX MAP

1"=200'

GENERAL NOTES CONT

33. MANHOLE FRAMES AND COVERS TO BE CONSTRUCTED BY THE CONTRACTOR 6" BELOW FINISH GRADE. UPON COMPLETION OF PAVING, THE PAVING CONTRACTOR SHALL ADJUST TOP OF MANHOLE TO FINISH GRADE.
34. ALL AREAS TO BE PAVED SHALL BE STERILIZED AS DIRECTED BY THE CITY ENGINEER PRIOR TO PAVING.
35. A SEAL COAT OF SS1H WILL BE REQUIRED ON ALL NEW ASPHALT CONCRETE APPLIED AT THE RATE OF 0.075 GALS PER SQUARE YARD.

CITY OF RIALTO CONSTRUCTION INSPECTION HOURS

7:00A.M. TO 5:00P.M. – MONDAY THROUGH THURSDAY

NOTICE TO CONTRACTORS

ALL UNDERGROUND UTILITIES OR STRUCTURES REPORTED BY THE OWNER OR OTHERS, AND THOSE SHOWN ON THE RECORDS EXAMINED, ARE INDICATED WITH THEIR APPROXIMATE LOCATION AND EXTENT. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES OR STRUCTURES SHOWN AND ANY OTHER UTILITIES OR STRUCTURES FOUND AT THE SITE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNERS OF THE UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THIS PLAN ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS.

ALL CONTRACTORS AND SUBCONTRACTORS PERFORMING WORK SHOWN ON OR RELATED TO THESE PLANS SHALL CONDUCT THEIR OPERATIONS SO THAT ALL EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK AND THE PUBLIC IS PROTECTED. ALL CONTRACTORS AND SUBCONTRACTORS SHALL COMPLY WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATIONS" OF THE U.S. DEPARTMENT OF LABOR, AND WITH THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS' "CONSTRUCTION SAFETY ORDERS".

THE CIVIL ENGINEER SHALL NOT BE RESPONSIBLE IN ANY WAY FOR THE CONTRACTOR'S AND SUBCONTRACTOR'S COMPLIANCE WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATIONS" OF THE U.S. DEPARTMENT OF LABOR OR WITH THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS' "CONSTRUCTION SAFETY ORDERS".

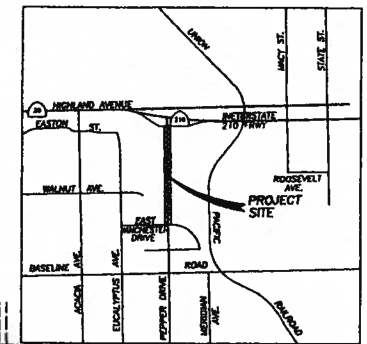
CONTRACTOR FURTHER AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

THE ESTIMATED QUANTITIES HEREON ARE ONLY FOR THE PURPOSE OF OBTAINING THE NECESSARY PERMITS, AND AEI-CASC ENGINEERING DOES NOT GUARANTEE THE ACCURACY OF THE ESTIMATED QUANTITIES. THE CONTRACTOR SHALL PERFORM HIS OWN QUANTITY TAKEOFF BEFORE SUBMITTING A BID FOR ANY PORTION OF THE IMPROVEMENTS COVERED BY THESE PLANS.

CONTACT ALL UTILITY COMPANIES AS REQUIRED 48 HOURS PRIOR TO EXCAVATION. CONTACT UNDERGROUND SERVICE ALERT (USA) AT 1-800-422-4133 TWO WORKING DAYS PRIOR TO START OF CONSTRUCTION.

INDEX OF SHEETS

SHEET	DESCRIPTION
1	STREET IMPROVEMENT PLANS TITLE SHEET/VICINITY MAP/INDEX MAP
2	STREET IMPROVEMENT PLANS TYPICAL SECTION AND DETAIL SHEET
3	STREET PLAN & PROFILE – STA. 10+18.00 TO STA. 20+00.00
4	STREET PLAN & PROFILE – STA. 20+00.00 TO STA. 30+00.00
5	STREET PLAN & PROFILE – STA. 30+00.00 TO STA. 39+00.00
6	STREET PLAN & PROFILE – STA. 39+00.00 TO STA. 39+53.97 AND DETAIL SHEET
7	STREET SIGNING AND STRIPING – STA 10+00.00 TO 30+00.00
8	STREET SIGNING AND STRIPING – STA 30+00.00 TO 39+53.97
9	SEWER IMPROVEMENT PLANS TITLE SHEET/VICINITY MAP/INDEX MAP
10	SEWER PLAN & PROFILE – STA. 10+02.00 TO STA. 20+00.00
11	SEWER PLAN & PROFILE – STA 20+00.00 TO STA. 30+00.00
12	SEWER PLAN & PROFILE – STA 30+00.00 TO STA. 39+53.97
13	STORM DRAIN PLANS TITLE SHEET AND INDEX MAP
14	PEPPER AVENUE STORM DRAIN PLAN AND PROFILE LINES "A" & LATERAL "A-1"
15	CONTECH STORMFILTER DETAIL AND SPECIFICATIONS
16	PLAN AND PROFILE REINFORCED CONCRETE BOX CULVERTS 1 AND 2
17	PLAN AND PROFILE REINFORCED CONCRETE BOX CULVERTS 3 AND 4
18	STORM DRAIN CULVERT, INLET AND OUTLET DETAILS
19	CRIB WALL WEST SIDE PLAN AND PROFILE
20	CRIB WALL EAST SIDE PLAN AND PROFILE
21	CRIB WALL TYPICAL SECTIONS AND DETAILS
22	20" W.V.W.D. WATERLINE ENCASEMENT PLAN



VICINITY MAP

N.T.S.

LEGEND/ABBREVIATIONS

BC	BEGIN CURVE
BCR	BEGIN CURB RETURN
BVC	BEGIN OF VERTICAL CURVE
BW	BACK OF WALK
CB	CATCH BASIN
CF	CURB FACE
EC	END CURVE
ECR	END CURB RETURN
EG	EXISTING GROUND
EP	EDGE OF PAVEMENT
EVC	END OF VERTICAL CURVE
FG	FINISH GRADE
FL	FLOWLINE
FS	FINISH SURFACE
GB	GRADE BREAK
HP	HIGH POINT
INT	INTERSECTION
LF	LINEAR FEET
LP	LOW POINT
MOC	MIDDLE OF CURVE
MOVC	MIDDLE OF VERTICAL CURVE
OC	ON CURB
P/L	PROPERTY LINE
PCC	POINT OF COMPOUND CURVATURE
PRC	POINT OF REVERSE CURVATURE
R/W	RIGHT OF WAY
SF	FRONT FACE FOUNDATION STRETCHER
TAN. GR.	TANGENT GRADE
TC	TOP OF CURB
TW	TOP OF WALL
TS	TOP OF STRETCHER

- EASEMENT LINE
- R/W
- CENTERLINE
- SIDEWALK, CURB & GUTTER
- LOT LINES
- DAYLIGHT LINE
- STREET LIGHT
- FIRE HYDRANT
- BLUE REFLECTIVE MARKER
- REMOVE EXISTING AC PAVEMENT
- COLD PLANE AND OVERLAY TO MATCH
- DRIVEWAY TO BE RECONSTRUCTED/PROPOSED DRIVEWAY
- PROPOSED SIDEWALK
- CONST. 0.45' HOT-MIX ASPHALT (HMA) OVER 0.35' CLASS 2 A.B.
- REMOVE EXISTING SIDEWALK/CONCRETE
- CONST. 4" THICK AC PRIVATE DRIVEWAY

UTILITY PURVEYORS

ELECTRIC COMPANY:
SOUTHERN CALIFORNIA EDISON
7951 REDWOOD AVENUE
FONTANA, CA. 92336
ATTENTION: SHAWN T. BURT
TELEPHONE: (909) 357-6212

GAS COMPANY:
SOUTHERN CALIFORNIA GAS COMPANY
16231 VALLEY BOULEVARD
FONTANA, CA. 92335
ATTENTION: STEVE ROBLES
TELEPHONE: (909) 428-8407

SEWER:
CITY OF RIALTO
150 SOUTH PALM AVENUE
RIALTO, CA 92376
ATTENTION: JAIME CRUZ
TELEPHONE: (909) 820-2532

WATER:
WEST VALLEY WATER DISTRICT
855 W. BASELINE
RIALTO, CA 92377
ATTENTION: LON TSAI
TELEPHONE: (909) 875-1804

TELEPHONE COMPANY:
AT&T
1265 VAN BUREN AVENUE
ANAHEIM, CA 92807
ATTENTION: SUSAN MORGAN
TELEPHONE: (714) 666-5401

CATV COMPANY:
TIME WARNER CABLE
1205 DUPONT AVENUE
ONTARIO, CA 91761
ATTENTION: BRUCE DEWESE
TELEPHONE: (909) 975-3365

DIGALERT
DIAL BEFORE YOU DIG
TOLL FREE 1-800-422-4133
A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT

DESIGNED BY ___ DRAWN BY ___ CHECKED BY ___

REGISTERED PROFESSIONAL ENGINEER
STEVE J. HOSFORD
NO. 42880
EXP. 03/31/12
CIVIL
STATE OF CALIFORNIA

PREPARED UNDER THE SUPERVISION OF:

STEVE J. HOSFORD, R.C.E. NO. 42880, EXP. 03/31/2012 DATE

APPROVED BY:

HAMID R. AKBARI, PUBLIC WORKS DIRECTOR/CITY ENGINEER, RCE 51316, EXPIRES 6-30-12 DATE

AEI-CASC CONSULTING

BENCH MARK: "HOND 1937" ELEVATION 1202.32 8/7/70. COUNTY OF SAN BERNARDINO DESIGNATION "A-2" (BENCHMARK). AT THE NORTH SIDE OF HIGHLAND AVENUE AND WEST END OF LYTLE CREEK BRIDGE #54-421, A 1" BRASS DISK STAMPED "SAN BERNARDINO COUNTY SURVEYOR 1970 BENCHMARK NO A-2" FLUSH IN TOP OF CONCRETE BRIDGE SIDEWALK

FOR

CITY OF RIALTO
STREET IMPROVEMENT PLANS
PEPPER AVENUE
TITLE SHEET

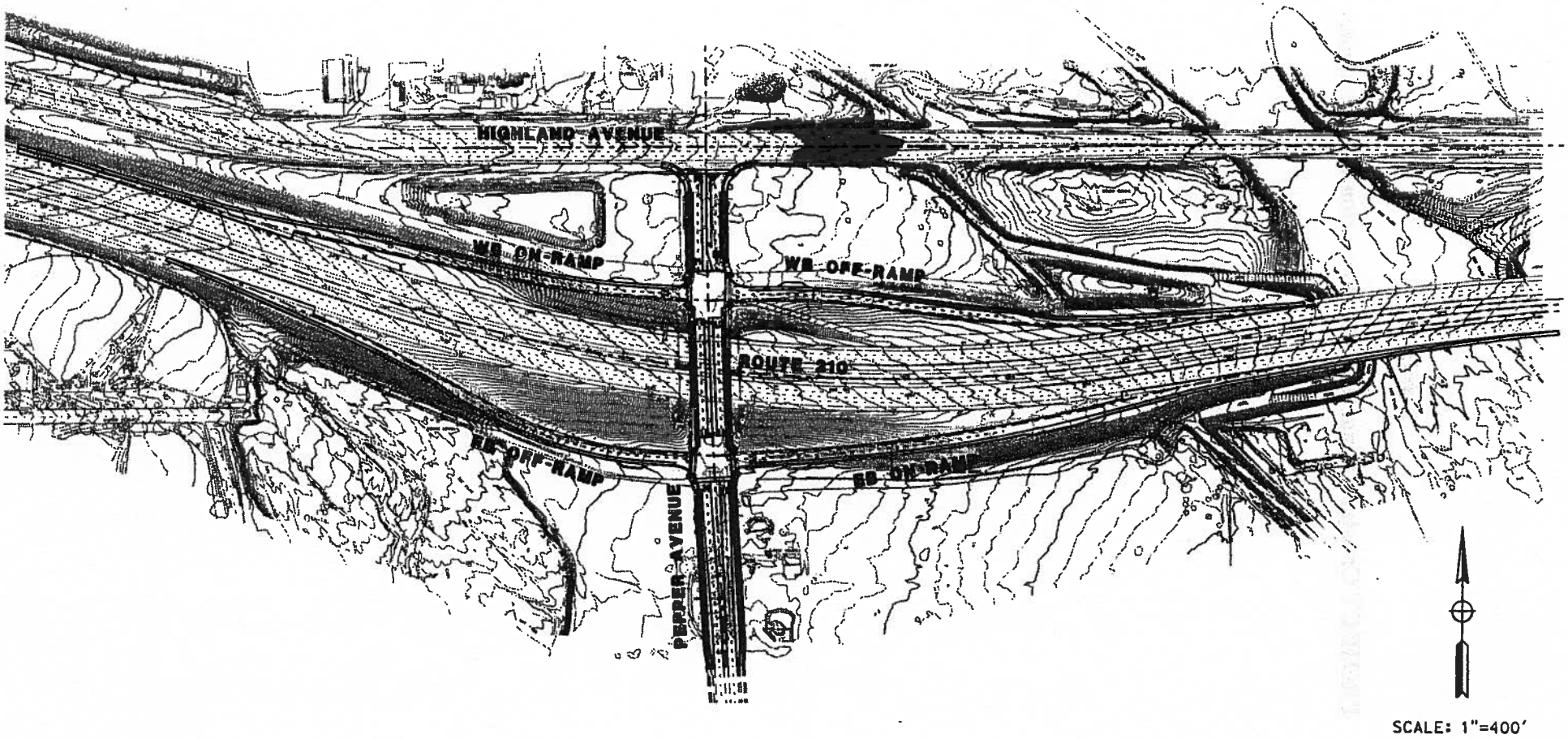
CITY OF RIALTO

1
OF 22 SHEETS

PLAN NO. ___

Exhibit C

SR-210/Pepper Avenue Interchange Ramps



SR-210 Pepper Avenue Interchange
EA 08-44394

Exhibit D

PROJECT Construction and Utility Relocation Cost Estimate

Temporary Pepper Avenue

26-Nov-12

SANBAG, Caltrans District 8
Prepared by: Civil Works Engineers

November 2012
Opinion of Probable Construction Cost

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

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

- Excludes modifications to existing utilities.

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

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

Governments SANBAG Working Together

San Bernardino Associated Governments

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 17

Date: March 6, 2013

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

Recommendations:*

1. Approve Amendment No. 1 to Contract C12137with URS Corporation for the preparation of the SR-210/Base Line Interchange Project Preliminary Engineering and Environmental Document. The Amendment will increase the existing contract by $942,982.00 for a not-to-exceed total amount of $3,994,953.00.

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

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

The SR-210/Base Line interchange is located within the boundaries of the SR-210 Lane Addition Project and is the second highest priority in the Measure I 2010-2040 Freeway Interchange Program. Base Line is an East-West divided

*

Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	

Check all that apply.

BRD1303d-mkb

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

arterial in the City of Highland, and forms a tight diamond interchange with SR-210. This location has been experiencing high levels of traffic congestion resulting in low "levels of service". A focused traffic study determined that future traffic demand established the need to widen Base Line at this location from its current six lane configuration to eight lanes and widen the ramps in order to improve the operation of the interchange.

SANBAG Staff, City of Highland, and Caltrans concur that constructing the SR-210/Base Line Interchange concurrently with SR-210 Lane Addition Project provides viable opportunities to save money and to reduce inconvenience to the public during construction. Furthermore, utilizing the services of the same consultant for both projects would facilitate coordination and would help in delivering both projects on time.

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

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

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

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

Staff recommends approval of Contract C12137, Amendment 1 with URS Corporation for the preparation of the SR-210/Base Line Interchange Project Preliminary Engineering and Environmental Document for a total not-to-exceed contract amount of $3,994,953.00; a contingency for Contract C12137 for a not-to-exceed amount of $300,000.00; and to authorize the Executive Director or designee to release contingency as necessary for the project.

SR-210/Base Line Interchange Project Funding

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

SR-210/Base Line Interchange Project Schedule

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

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

Reviewed By: This item was reviewed and recommended for approval (21-0-0) 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 and approved this item and the Amendment as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 12137 Amendment No. 1

By and Between

San Bernardino County Transportation Authority and URS Corporation

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

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

Overview of BOD Action: Add Base Line PA/ED services to the existing SR-210 PA/ED services agreement. Base Line is within the SR-210 Lane Addition area of impact. Add contingency to task 0887.

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

CONTRACT OVERVIEW

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

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
April 4, 2012	March 31, 2015	N/A

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

FINANCIAL INFORMATION

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

☐ A Budget Amendment is required.

How are we funding current FY? Measure I Valley Fund - Freeway Interchange and Local Funds – City of Highland

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

Provide Brief Overview of the Overall Funding for the duration of the Contract: Task 0887 for $$3,051,971.00 plus contingency of $300,000.00 Measure I Valley Fund - Freeway Projects. Task 0803 for $942,982.00 Measure I Valley Fund - Freeway Interchange and Local Funds – City of Highland

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention?. If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ %

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract C12137 **Amendment 1**

Project Manager (Print Name)	Signature	Date	1-31-13
Task Manager (Print Name)	Signature	Date	2-5-13
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date	2-5-13
Contract Administrator (Print Name)	Signature	Date	2/6/13
Chief Financial Officer (Print Name)	Signature	Date	2/11/13

Attachment A.2

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

Base Line is an East-West divided arterial in the City of Highland, and forms a tight diamond interchange with SR-210. This location has been experiencing high levels of traffic congestion resulting in low levels of service. This has prompted the City of Highland to prepare a focused traffic study to determine future traffic demand and improvements needed. Based on the traffic study, staff, in coordination with the City of Highland and Caltrans, concluded that there was a need to widen Base Line at this location from its current 6-lane configuration to eight lanes in order to provide adequate levels of service and to improve the operation of the interchange.

The scope of the proposed Project includes widening existing Base Line between Buckeye Street and Seine Avenue, and improving the SR-210/Base Line interchange. SANBAG proposes to use the services of URS Corporation to prepare the Project Report and Environmental Document for the State Route 210 (SR-210)/Base Line Interchange Improvement Project within the City of Highland.

The Project purposes to widen existing Base Line from Buckeye Street to Seine Avenue and to improve the SR-210/Base Line interchange. The SR-210/Base Line interchange was constructed in the early 1990's when the mainline SR-210 freeway was originally constructed.

In April 2012, SANBAG initiated a contract with URS to prepare a Project Report and Environmental Document to widen a segment of SR-210 from Highland Avenue to San Bernardino Avenue by adding one mixed flow lane in each direction of the freeway. The freeway widening project also includes the creation of auxiliary lanes between the Base Line interchange and the 5th Street interchange and an eastbound acceleration lane from the 5th Street entrance ramp. The SR-210/Base Line interchange lies within the segment of SR-210 proposed for widening in the URS contract.

The City of Highland prepared a planning study, environmental documentation and final designs to implement a portion of the Base Line improvements east of the interchange by the end of 2013. The City's project includes:

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

SANBAG reviewed the City of Highland's Base Line 2040 Master Plan Configuration Traffic Study and expanded the improvement recommendations to include the interchange ramps and

connections to the mainline freeway. SANBAG recommends the following interchange ramp improvements:

- Widen Base Line through the interchange to meet the planned lane configurations of Base Line in accordance with the City of Highland's concept study. Widening through the interchange will connect back to existing Base Line as quickly as possible west and east or the ramp terminal intersections to minimize work along Base Line away from the interchange, taking into consideration safety and operational requirements and good engineering practice.

- The entrance ramps will be widened to accommodate an HOV preferential lane (total of three lanes prior to the ramp metering limit lines).

- The westbound exit ramp will be widened to two lanes and expanded to three lanes at the ramp terminal connection to Base Line.

- Create a two-lane exit at the westbound ramp junction.

- No work is included on the eastbound exit ramp.

- Widening of Base Line between Buckeye Street and the eastbound ramps is included; westbound between the freeway ramps to the easterly curb return of Buckeye Street and eastbound from the service station driveway/west property line to the freeway ramps to accommodate street widening/right turn pocket leading to the eastbound entrance ramp.

- Widening of Base Line between Seine Avenue and the westbound freeway ramps is included in the westbound direction only from the westerly curb return of proposed Seine Avenue improvements to the freeway ramps to accommodate a right turn pocket leading to the westbound entrance ramp.

- West of the freeway project, Base Line raised median improvements from SR-210 to Church Avenue are **not** included as part of this interchange improvement project. These improvements will be addressed as a separate City of Highland project in the future.

- East of the freeway project, eastbound Base Line widening and raised median improvements from SR-210 e to Boulder Avenue are **not** included as part of this interchange improvement project. These improvements are either already being constructed or will be addressed as a separate City of Highland project in the future.

- Auxiliary lanes between Base Line and 5th Street-Greenspot Road are already being contemplated and included within the proposed improvements for the SR-210 Mixed Flow Lane Addition project; therefore, they will **not** be addressed as part of the interchange improvement project for the eastbound entrance ramp or the westbound exit ramp.

- **No auxiliary lanes are contemplated between Base Line and the SR-330 freeway-to-freeway interchange and they are not included in the Base Line interchange project studies.**
- **No work is anticipated on the connector ramps of the SR-210/SR-330 Junction.**
- **Storm water quality Best Management Practice (BMP) features will be considered as part of the Project at select locations where identified benefits outweigh impacts.**
- **New or modified drainage systems within the ramp shoulders and in-field areas or new roadside swales (such as biofiltration BMPs) will be studied to convey both storm water quality flows and peak flows to existing outlets and historically identified off-site drainage facilities.**
- **Ramp metering systems will be included on the eastbound and westbound entrance ramps of the SR-210/Base Line interchange.**
- **HOV preferential lanes will be added to the two existing entrance ramps.**
- **Several existing utilities will need to be studied for their impacts on the interchange improvement and Base Line widening project.**

LEGEND:
CITY IMPROVEMENTS
INTERCHANGE PROJECT LIMITS
CITY CREEK WASH
BOULDER AVE
SIONE AVE
NB OFF-RAMP
SB ON-RAMP
PROJECT IMPROVEMENTS
• WIDENING OF NB ON-RAMP, NB OFF-RAMP, AND SB ON-RAMP
• WIDENING OF BASE LINE DC
• WIDENING OF YB BASE LINE FROM SIONE AVE TO BUCKEYE ST
• WIDENING OF EB BASE LINE FROM 300' WEST OF SB ON-RAMP TO NB OFF-RAMP
• ADD RIGHT-TURN POCKET FROM SB SIONE AVE TO BASE LINE
NB ON-RAMP
SB OFF-RAMP
BUCKEYE ST
CHURCH AVE
BASE LINE
NO SCALE
SB-210/BASE LINE INTERCHANGE PAVED
URS

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 18

Date: March 6, 2013

Subject: Hunts Lane Grade Separation Project

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

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

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

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

BRD1303a-mb
C11185-01 http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C11185-01%20Amendment%20No.%201%20Caltrop%20Corporation.docx
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C11185%20-%20Attachment%20B%20-%20Billing%20Rate%20Schedule.PDF

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

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

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

Reviewed By: This item was reviewed and recommended for approval (20-0-1; Abstained: Wapner) 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 a draft of the contract amendment.

Responsible Staff: Garry Cohoe, Director of Project Delivery

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 11185 Amendment No. 1

By and Between

San Bernardino County Transportation Authority and Caltrop Corporation

Contract Description Construction Management Hunts Lane Grade Separation Project

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

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

CONTRACT OVERVIEW

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

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
5/4/11	1/31/14	1/31/15

Has the contract term been amended? ☐ No ☒ Yes - please explain.
Extended to match construction schedule

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0870.
☐ A Budget Amendment is required.
How are we funding current FY? 80% PNRS and 20%TCRP

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

Provide Brief Overview of the Overall Funding for the duration of the Contract:80% PNRS and 20% TCRP
☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

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

Mike Barnum		1/30/13
Project Manager (Print Name)	Signature	Date
Garry Cohoe		1.31.13
Task Manager (Print Name)	Signature	Date
Andrea Lureck		2/5/13
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
Jeffery Hill		2/6/13
Contract Administrator (Print Name)	Signature	Date
W. Smith		2/4/13
Chief Financial Officer (Print Name)	Signature	Date

AMENDMENT NO. 1 TO

CONTRACT NO. C11185

BY AND BETWEEN

SAN BERNARDINO ASSOCIATED GOVERNMENTS/SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

Caltrop Corporation

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

RECITALS:

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

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

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

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

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

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

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

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

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

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

15.2 Key Personnel are:

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

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

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

CALTROP CORPORATION

By: _____

Date: _____

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

ATTACHMENT B

BILLING RATE SCHEDULE AMENDMENT # 1

CONTRACT NO: C11185

By and Between

San Bernardino Associated Governments/San Bernardino County Transportation Authority

And

Caltrop Corporation

To

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

For

Hunts Lane /UPRR Grade Separation Project

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

ATTACHMENT 'B'

CALTROP CORPORATION - Amendment # 1 C11185

San Bernardino Associated Governments (SANBAG)

Hunts Lane/UPRR Grade Separation Project

Construction Management Services

January 30, 2013

I. DIRECT LABOR COSTS

Staff Classification	Initial Direct Hourly Rate	Hours	Total
Project Manager	$82.40	165	$13,596.00
Resident Engineer	$72.50	95	$6,887.50
Resident Engineer	$57.69	0	$0.00
Construction Inspector - Utility	$47.74	1,086	$51,845.64
Structures Rep	$68.00	0	$0.00
Construction Inspector - SWPPP	$60.11	65	$3,907.22
Office Engineer	$55.00	470	$25,850.00
Office Administrator	$24.40	0	$0.00
Scheduler	$63.26	104	$6,579.04
Claims Engineer	$55.00	0	$0.00
Assistant Resident Engineer	$39.34	656	$25,807.04
Project Manager (TC)	$82.40	0	$0.00
PM/Resident Engineer (TC)	$57.69	1,085	$62,593.65
Assistant Resident Engineer (TC)	$39.34	3,200	$125,888.00
Construction Inspector #1 (TC)	$47.74	3,200	$152,768.00
Structures Rep (TC)	$68.00	2,040	$138,720.00
Construction Inspector - #2 (TC)	$46.04	1,760	$81,030.40
Construction Inspector - SWPPP (TC)	$47.74	13	$620.62
Construction Inspector - SWPPP (TC)	$47.00	288	$13,536.00
Office Engineer (TC)	$47.74	1,600	$76,384.00
Labor Compliance/Office Admin (TC)	$26.48	520	$13,769.60
Scheduler (TC)	$63.26	152	$9,615.52
Claims Engineer (TC)	$55.00	20	$1,100.00
Subtotal Hours & Direct Labor Costs		16,519	**$810,498.23**
Anticipated Salary Increases			**$18,370.46**
Total Direct Labor Costs			**$828,868.69** (1)

II. INDIRECT COSTS

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

III. FEE (PROFIT)

9 % x $ 2,030,728.28 (Total (1) + (2)) = Subtotal **$182,765.55** (3)

IV. OTHER DIRECT COSTS

Item	Amount
Mail/Postage	$200.00
Tree Removal at Scale House	$4,500.00
Temporary Fencing at Scale House	$1,109.86
Office Supplies Todate	$1,174.43
Office Supplies To Complete	$4,000.00
Misc ODC	$5,325.00
Subtotal $	**$16,309.29** (4)

V. SUBCONSULTANTS COST

HKA (Survey - Cost to date 8-31-12)	$50,341.00
HKA (Survey - Cost to complete)	$154,511.00
TY Lin (Structures Inspector - Cost to date 8-31-12)	$0.00
TY Lin (Structures Inspector Cost to complete)	$100,251.00
Leighton (Material Testing and Laboratory Services to date 8-31-12)	$10,580.00
Leighton (Material Testing and Laboratory Services Cost to complete)	$137,750.00
Subtotal $	**$453,433.00** (5)

VI. TOTAL AMOUNT

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

Governments SANBAG Working Together

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 19

Date: March 6, 2013

Subject: Lenwood Road Grade Separation Project

Recommendation:* 1. Authorize staff to release Request for Proposal No. C13032 for Construction Management, Materials Testing, and Construction Surveying and Public Outreach services associated with the construction of the Lenwood Road Grade Separation Project.

2. Approve a waiver of SANBAG Policy 11000 requiring two Caltrans staff to participate in the evaluation panel for the selection of a qualified firm for the Lenwood Road Grade Separation Project.

Background: In June 2011, the San Bernardino Associated Governments (SANBAG) Board approved Cooperative Agreement No. C11199 with the City of Barstow and County of San Bernardino, to define the roles and responsibilities of the parties in completing and funding the Right-of-Way and Construction phases for the Lenwood Road Grade Separation Project. Per the terms of the agreement, SANBAG is responsible for advertising, awarding, and administrating (AAA) the project.

Recommendation No. 1 The service of a construction management consultant is required prior to a construction contract being awarded. The consultant will provide construction management, inspection, materials testing, public outreach and construction surveying services for this project. The consultant will also

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

BRD1303a-bmf
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Requests%20for%20Proposals%20RFPs/RFP13032.docx

provide constructability reviews, assist with advertising the project for construction, and other preconstruction activities as required. To meet the project schedule, staff is requesting the release of RFP C13032 to allow the construction of the grade separation to commence the fall of 2013.

Recommendation No 2. SANBAG Procurement Policy 11000 specifies that two Caltrans staff shall serve on the evaluation panel for selection of a qualified firm. The Lenwood Road Grade Separation is off the State highway system project located in an area that encompasses land in the County of San Bernardino and City of Barstow, and does not impact any freeway facilities. As a result, staff requests a waiver of this policy requirement for the procurement of the construction management consultant for this project. Based on the expertise needed on the panel and Caltrans staff availability, staff may invite a Caltrans staff member to participate.

Financial Impact: This item is consistent with the 2012/2013 Fiscal Year budget.

Reviewed By: This item was reviewed and recommended for approval by the Mountain/Desert Committee on February 15, 2013. 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

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A. DESCRIPTION OF SERVICES

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

Lenwood Road Grade Separation Project

The construction project is located along Lenwood Road in the City of Barstow. This project proposes to grade separate Lenwood Road over the BNSF railroad tracks at the current at-grade crossing. Lenwood Road will be expanded from two to four lanes between Main and Jasper Streets to match the City of Barstow's General Master Plans to two lanes in each direction. The construction project includes the following work elements:

- Construction of a four-lane roadway bridge.
- Construction of retaining walls.
- Drainage improvements
- Local street improvements and modifications to adjacent property lots.

The project will also include utility relocations, drainage modifications, signing and striping, traffic handling, and erosion control.

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

Services

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

It is expected that the Consultant will assign a full-time Resident Engineer to coordinate all contract and personnel activities for all phases of construction. Other Resident Engineer(s) and inspection personnel may be assigned to direct and coordinate all project specific field activities and responsibilities as needed for satisfactory performance on the project. The Resident Engineer and every Resident Engineer assigned for this project shall be licensed as a Professional Civil Engineer in the State of California at the time of proposal submittal through the duration of the contract. The Consultant is expected to provide a Survey Project Manager, Materials Testing Project Manager, and Landscape Architect to administer the construction support services requested herein and to assign qualified field personnel to perform the requested services. Furthermore, the Consultant shall provide a public outreach liaison to assist the Authority's Public Information Office, and the City of Barstow in implementing the Public Outreach Program established for this project.

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

The Authority anticipates that the total contract will be approximately 29 months in duration, with preconstruction services starting in June 2013, construction starting in September 2013 and ending in September 2015 followed by closeout activities not exceeding two months. The estimated construction capital cost of the project is about $20 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 Recource 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 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. <u>Structural Representative or Lead Structural Inspector</u>

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) CONSTRUCTION TECHNICIAN III

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. <u>Construction Surveying Project Manager</u>

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.

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San Bernardino Associated Governments

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 20

Date: March 6, 2013

Subject: License agreement and Right-of-Entry Permit to cross San Bernardino County Transportation Authority and the San Bernardino County Transportation Commission railroad right-of-way with the City of San Bernardino and Griffith/Comet JV.

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

1. Approve Contract No. R13112 with City of San Bernardino granting a license agreement on the Redlands Subdivision at Mile Post 1.0.
2. Approve Contract No. R13113 with Griffith/Comet JV (Joint Venture) granting Right-of-Entry onto Redlands Subdivision at Mile Post 1.0.

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

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

BRD1303a-mmm
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/R13112.docx
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/R13113.docx

procurement process to bid the services provided by the LACMTA and on May 4, 2011, the Board awarded Contract No. C11206 to Epic Land Solutions.

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

When SANBAG re-procured these services last year, SANBAG did not grant Epic Land Solutions, Inc. (Epic) power-of-attorney. Consequently, 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 to be granted per this item will be for an underground crossing of SANBAG's right-of-way property commonly known as the Redlands Subdivision, at North E Street in the City of San Bernardino, Mile Post 1.0. The approximate area needed for the crossing is 5,520 square feet.

The Right-of-Entry permit to be granted per this item is related to license agreement No. R13112 with the City of San Bernardino. This right-of-entry permit will allow Griffith/Comet JV to construction work that was granted through the license agreement to the City of San Bernardino.

The license does allow SANBAG to terminate the license with thirty (30) days prior written notice. Additionally, both the City of San Bernardino and Griffith/Comet JV will provide $1,500 in administrative fees to Epic for preparation of the license agreement.

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.

BRD1303a-mmm
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/R13112.docx
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/R13113.docx

Financial Impact: Approval of this item will result in the payment of $1,500 by the City of San Bernardino and $1,500 by Griffith/Comet JV both as a one-time administrative fee to Epic Land Solutions, Inc. The license fee 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. There will be no annual license fee.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit committee on February 14, 2013. SANBAG General Counsel and Contract Administrator have approved this item and a draft of the Contract.

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

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http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/R13112.docx
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/R13113.docx

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CONTRACT SUMMARY SHEET

Contract No. R 13112 Amendment No. _____

By and Between

San Bernardino Associated Governments and City of San Bernardino

Contract Description License Agreement on the Redlands Subdivision Mile Post 1.0

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

Overview of BOD Action: That the Committee recommend the Board acting as the San Bernardino County Transportation Authority and the San Bernardino County transportation Commission: 1. Approve Contract No. R13112 with City of San Bernardino granting a license agreement on the Redlands Subdivision at Mile Post 1.0.

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**
3/6/13	N/A	

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

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0377 Commuter Rail Operating.

☐ A Budget Amendment is required.

How are we funding current FY?

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

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

Rail Assets

☐ Payable ☒ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ %

Monica Morales Project Manager (Print Name)	Monica M Morales Signature	2-6-13 Date
Mitch U. Holzman Task Manager (Print Name)	M. U. Holzman Signature	2/6/13 Date
Andrea Zureick Dir. of Fund Admin. & Programming (Print Name)	Andrea Zureick Signature	2/6/13 Date
Jeffery Hill Contract Administrator (Print Name)	[illegible] Signature	2/8/13 Date
W. Smith Chief Financial Officer (Print Name)	[illegible] Signature	2/21/13 Date

R13112 CSS

CONTRACT NO: R13112

By and Between

San Bernardino Associated Government/ San Bernardino County Transportation Authority

And

CITY OF SAN BERNARDINO

For

License Agreement on the Redlands Subdivision Mile Post 1.0

LICENSE AGREEMENT

This LICENSE AGREEMENT ("Agreement") is made and entered into as of March 6, 2013 by and between **SAN BERNARDINO ASSOCIATED GOVERNMENTS**, a public agency existing under the authority of the laws of the State of California ("SANBAG"), and, ("LICENSEE"), upon and in consideration of the agreements, covenants, terms and conditions below:

PART I

BASIC LICENSE PROVISIONS

1. Description of License Property: An underground and street level portion of the intersection of SANBAG's Redlands Subdivision Right-of-Way at North "E" Street and an adjacent parcel also owned by SANBAG just northeasterly of the Right of Way in the City of San Bernardino, County of San Bernardino at Mile Post 1.0

Approximate area: Five Thousand Five Hundred Twenty Square Feet (5,520 Sq. Ft.)

2. Use of License Property. Licensee may use the License Property only for Installation, operation, maintenance and repair of one (1) two inch (2") conduit in a four inch (4") steel casing under the rail to function as a pre-emption cable from an intersection controller cabinet to the railway control cabinet; and construction of reinforced concrete pads two foot (2') by thirteen foot (13') wide on the northerly portion of the intersection and eighteen foot (18') by thirteen food (13') wide on the southerly portion of the intersection in both north and south traffic lanes in conjunction with the sbX bus project only, and no other uses

3. Commencement Date: March 6, 2013 or when the contract has been fully executed

4. Term (check one):
   - ☒ A. Month-to-month
   - ☐ B. (Term Period) months, ending (Expiration Date), unless canceled by SANBAG as provided in Section 1.2 on 30 days' notice

5. License Fees:
   - A. Base License Fee (check one):
     - ☒ a. $0.00 per year, payable annually in advance
     - ☐ b. $ per month, payable monthly in advance
   - B. Additional License Fee (check one):
     - ☒ a. One-time fee: $1,500.00
     - ☐ b. Other fees: $

C. Base License Fee Adjustment Dates (check if 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

6. Insurance Amount (See Exhibit "B")

7. SANBAG's Address:
SAN BERNARDINO ASSOCIATED GOVERNMENTS
1170 W. 3rd Street, 2nd Floor
San Bernardino, California 92410-1715

8. Licensee's Address:
CITY OF SAN BERNARDINO
300 North "D" Street
San Bernardino, CA 92418
Attn: Mark Raab
909-384-5166

9. Facility:
On pre-emption cable from an intersection controller cabinet to the railway control cabinet and reinforced concrete pads for bus lanes.

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 SAN BERNARDINO

By: _____
Name
Title

Date: _____

SAN BERNARDINO ASSOCIATED GOVERNMENTS

By: _____
Janice Rutherford
President, Board of Directors

Date: _____

APPROVED AS TO FORM

By: _____
Eileen Monaghan Teichert
General Counsel

CONCURRENCE

By: _____
Jeffery Hill
Contracts Administrator

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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 provisions 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 coverage 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 coverage 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', material men'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, 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 any time 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 any time 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 permit conditions, currently existing or as amended or adopted in the future. Except for any Hazardous Material

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 Material to be brought upon, stored, used, generated, treated or disposed of on or about the SANBAG Property. Any Hazardous Material on the site shall be stored, used, generated and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Material" 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 a 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 or 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 amendment, change, revision, or discharge of this Agreement in whole or in part, or at any time, shall be binding upon the partiesunless 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 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; and

(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

[To Be Inserted]

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 Lessee, Licensee, or Permittee, his agents, representatives, employees or subcontractors.

Minimum Scope of Insurance (Check all applicable boxes)

Coverage shall be at least as broad as:

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

  a. bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;

  b. property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;

  c. defense, including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; and

  d. losses caused by pollution conditions that arise from the operations of the contractor described under the scope of services of this contract.

Minimum Limits of Insurance (Check all applicable boxes)

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"

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.

Licensee	SANBAG

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. R 13113 Amendment No. _____

By and Between

San Bernardino Associated Governments and Griffith/Comet JV

Contract Description Right-of-Entry Agreement on the Redlands Subdivision Mile Post 1.0

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

Overview of BOD Action: That the Committee recommend the Board acting as the San Bernardino County Transportation Authority and the San Bernardino County transportation Commission: 2. Approve Contract No. R13113 with Griffith/Comet JV (Joint Venture) granting Right-of-Entry onto Redlands Subdivision at Mile Post 1.0.

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**
3/6/13	5/25/13	

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

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0377 Commuter Rail Operating.

☐ A Budget Amendment is required.

How are we funding current FY?

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

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

Rail Assets

☐ Payable ☒ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ %

Monica Morales	Monica M. Morales	2-6-13
Project Manager (Print Name)	Signature	Date
Mitch A. Alderman	M.A. Alderman	2/6/13
Task Manager (Print Name)	Signature	Date
Andrea Zureick	Andrea Zureick	2/6/13
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
Jeffery Hill		2/8/13
ROW Contract Administrator (Print Name)	Signature	Date
W. S. Narpel		2/21/13
Chief Financial Officer (Print Name)	Signature	Date

R13113 CSS

CONTRACT NO: R13113

By and Between

SAN BERNARDINO ASSOCIATED GOVERNMENTS acting as the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY and the SAN BERNARDINO TRANSPORTATION COMMISSION

AND

GRIFFITH / COMET JV

For

Right of Entry Permit on the Redlands Subdivision
Mile Post 1.0

CONTRACTOR RIGHT-OF-ENTRY PERMIT

THIS PERMIT ("Permit") is made and entered into as of March 6, 2013, by and between **SAN BERNARDINO ASSOCIATED GOVERNMENTS acting as the San Bernardino County Transportation Authority and the San Bernardino Transportation Commission**, a public agency existing under the authority of the laws of the State of California, hereinafter referred to as "SANBAG" and **GRIFFITH/COMET JV**, a, hereinafter referred to as "Permittee".

PART I

BASIC PERMIT PROVISIONS

1. Description of Premises:
An underground and street level portion of the intersection of SANBAG's Redlands Subdivision Right-of-Way at N. "E" Street and an adjacent parcel also owned by SANBAG just northeasterly of the Right–of-Way in the City of San Bernardino, County of San Bernardino at Mile Post 1.0
Approximate area:
Five Thousand Five Hundred Twenty Square Feet (5,520 Sq. Ft.) (§1)

2. Premises Address:
No Address (§1)

3. Commencement Date:
March 6, 2013 or when the contract has been fully executed (§2)

4. Term:
90 Days only, provided however, that SANBAG may revoke this Permit in accordance with the provisions of Part II, Section 2 of this Permit. Unless otherwise revoked, this Permit automatically terminates at close of business on May 25, 2013 (§2)

5. Use of Premises:
Installation of one (1) two inch (2") conduit to be encased in a four inch (4") steel casing under the rail to function as a pre-emption cable from an intersection controller cabinet to the railway control cabinet; and construction of reinforced concrete pads two foot (2') by thirteen foot (13') wide on the northerly portion of the Right-of-Way in the intersection and eighteen foot (18') by thirteen foot (13') wide on the southerly portion of the Right-of-Way in the intersection in both north and south traffic lanes in conjunction with the SBX bus project installation only, and no other uses.

For reference, see Agreement RRND007670 between City of San Bernardino and

SANBAG.

Permitted Hours of Use:
7 AM – 6 PM

(§3)

6. Payments: (circle one or both)

A. $1,500.00 One-time administrative fee, payable in advance (§4)

B. ~~N/A percent (N/A) of the gross revenues from the use of the Premises during the term of this Permit~~ (§4)

7. Security Deposit: $N/A (§5)

8. Insurance Amount: (See Exhibit "B") (§11)

9. SANBAG's Address:

San Bernardino Associated Governments
1170 West 3rd Street, 2nd Floor
San Bernardino, California 92410-1715
Attn: Director of Transit and Rail Programs (§15.1)

10. Permittee's Address:

GRIFFITH / COMET JV
12200 Bloomfield Avenue
Santa Fe Springs, California 90670
Attn: Joe Meidl (§15.1)

Permittee's Contact Information:

Business: 562-929-1128
Cell: 818-518-0948
Fax: 562-864-8970
E-Mail: JoeMeidl@Cometelectric.com

11. Contractor's State License Number: 88 (§15.17)
Expiration Date: 9/30/2014

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

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the day and year below written, but effective as of the day and year first set forth above.

GRIFFITH / COMET JV

By: _____
Name: Joe Meidl
Title

Date: _____

SANBAG

By: _____
Janice Rutherford
President, Board of Directors

Date: _____

APPROVED AS TO FORM

By: _____
Eileen Monaghan Teichert
General Counsel

CONCURRENCE

By: _____
Jeffery Hill
Contract Administrator

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PART II - GENERAL PERMIT PROVISIONS

The parties hereto agree as follows:

1. PERMIT TO USE

SANBAG hereby permits Permittee to occupy certain premises (the "Premises") described and consisting of approximately the area shown in Item 1 of the Basic Permit Provisions. The location of the Premises is described in Item 2 of the Basic Permit Provisions and is shown on the map or site plan attached hereto as Exhibit "A". The Premises, adjoining real property of SANBAG and personal property of SANBAG located thereon shall hereinafter collectively be referred to as "SANBAG Property".

2. TERM

The term of this Permit shall commence upon the "Commencement Date" specified in Item 3 of the Basic Permit Provisions and shall continue for the number of days provided in Item 4 of the Basic Permit Provisions; provided, however, that SANBAG may revoke this Permit without cause by providing Permittee with 24 hours' prior notice and may revoke this Permit immediately and without notice upon any breach of this Permit by Permittee.

3. USE; CONDITION OF PREMISES

The Premises shall be occupied and used only for the purposes specified in Item 5 of the Basic Permit Provisions and for such other lawful purposes as may be directly incidental thereto. Permittee acknowledges that it has inspected and accepts the Premises in their present condition as suitable for the specified uses. Use of the Premises by Permittee shall be conclusive to establish that the Premises are in good and satisfactory condition upon entry of Permittee. Permittee shall not permit the Premises to be used for any purpose or in any manner which would render the insurance thereon void or the insurance risk more hazardous than that covered by the terms of this Permit.

4. PAYMENTS

4.1 Basic Payments. The sums specified to be paid by Permittee in Item 6 of the Basic Permit Provisions shall constitute "Payments." Upon execution of this Permit, Permittee shall pay to SANBAG such sums as are specified in Item 6.A of the Basic Permit Provisions, if any. If Item 6.B of the Basic Permit Provisions is circled, a business operating statement showing all gross revenues and certified by Permittee as being correct, together with the outstanding amount of the Payment required hereunder shall be delivered to SANBAG by Permittee at the address set forth in Item 9 of the Basic Permit Provisions no later than five (5) days after the expiration or earlier termination of this Permit.

4.2 Late Charge. Permittee acknowledges that late payment by Permittee of any Payment owed to SANBAG under this Permit will cause SANBAG to incur costs not contemplated by this Permit, the exact amount of such costs being extremely difficult and impracticable to fix. Therefore, if any Payment due from Permittee is not received by SANBAG within five (5) days of when due, Permittee 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 Permittee. Acceptance of any late payment charge shall not constitute a waiver of Permittee'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 Permit, at law or in equity, including, but not limited to, the interest charge imposed pursuant to Section 15.4.

5. SECURITY DEPOSIT

Upon execution of this Permit and in addition to the Payment described in Section 4 above, Permittee shall pay to SANBAG a security deposit ("Security Deposit") in the amount set forth in Item 7 of the Basic Permit Provisions, which sum shall be held by SANBAG in its general fund, without obligation for interest, as security for the faithful performance by Permittee of all of the terms, covenants and conditions of this Permit. If at any time Permittee fails to keep and perform all of the term, covenants, and conditions of this Permit, including making any Payment required hereunder, SANBAG may, at its sole option, apply all or any portion of said security deposit to any overdue Payment and/or any loss or damage incurred by SANBAG by reason of Permittee's default or breach. Within a reasonable time

after termination of this Permit and the Permittee has vacated the Premises, SANBAG shall return without interest, said deposit or portion remaining, if any, after deductions for an amount equal to any unpaid Payment and loss and damage sustained by SANBAG due to any breach or default by Permittee.

6. COMPLIANCE WITH LAWS

Permittee shall not commit, suffer or permit any acts to be done upon the Premises in violation of any laws or ordinances, and will permit the SANBAG or its agents to enter said Premises at any reasonable time to inspect the same. Permittee shall, at its sole cost and expense, obtain all required permits or licenses required by any governmental authority for the use of the Premises for the time and use set forth above. Sale and consumption of alcohol is prohibited on the Premises.

7. TAXES

Permittee agrees to pay all lawful possessory interest taxes, assessments, or charges which at any time may be levied as a result of this Permit. This Permit may create a possessory interest subject to property taxation and Permittee may be subject to the payment of property taxes levied on such interest.

8. MAINTENANCE AND REPAIR

8.1 General Condition. Permittee, at Permittee's sole expense, shall maintain the Premises in a first-class condition during the term of this Permit and shall perform all maintenance and clean-up of the Premises as necessary to keep the Premises in good order and condition. Permittee shall not suffer or permit any dangerous condition to be created, exist or continue on the Premises. Permittee shall pay all costs of any utility services or appurtenances provided or installed for Permittee to or at the Premises. At the expiration of this Permit, Permittee shall remove, at Permittee's sole expense, any and all improvements placed or constructed by Permittee or any other person, shall repair all damage caused to the Premises during the term of this Permit and shall surrender possession of said Premises to SANBAG in as good order and condition as the Premises was delivered to the Permittee.

8.2 Liens. Permittee shall have no authority to create or place any lien or encumbrance of any kind or nature whatsoever upon the interest of SANBAG or Permittee in the Premises. Permittee covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work performed by Permittee on the Premises. Permittee shall discharge of record by payment, bonding or otherwise any claim of lien or stop notice filed against the Premises on account of any labor performed or materials furnished in connection with any work performed by Permittee on the Premises immediately upon the filing of any claim of lien or stop notice. Permittee shall indemnify and hold SANBAG harmless from any and all loss, cost or expense based on or arising out of asserted claims, liens or stop notice against the leasehold estate or against the right, title and interest of SANBAG in the Premises or this Permit arising from the act or agreement of Permittee. Permittee agrees to give SANBAG immediate written notice of the placing of any lien or stop notice or encumbrance against the Premises. SANBAG shall have the right, at SANBAG's option, of paying and discharging the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and applicable late charge, shall be immediately due and payable upon rendition of a bill therefor.

9. INDEMNIFICATION

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

The foregoing indemnity shall be effective regardless of any negligence (whether active, passive, derivative, joint, concurring or comparative) on the part of Indemnitees, unless caused solely by the gross negligence or willful misconduct of Indemnitees; shall survive termination of this Permit; and is in addition to any other rights or remedies which Indemnitees may have under the law or under this Permit. Upon request of SANBAG, Permittee shall provide insurance coverage for possible claims or losses covered by the indemnification and defense provisions of this Permit.

Claims against the Indemnitees by Permittee or its Personnel shall not limit the Permittee'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 Permittee or its Personnel under workers' compensation acts, disability benefit acts or other employee benefit acts or insurance.

10. ASSUMPTION OF RISK AND WAIVER

To the maximum extent allowed by law, Permittee assumes any and all risk of loss, damage or injury of any kind to any person or property, including without limitation, the Premises and any other property of, or under the control or custody of, Permittee, which is on or near the Premises. Permittee's assumption of risk shall include, without limitation, loss or damage caused by defects in any structure or improvement on the Premises, accident or fire or other casualty on the Premises, or electrical discharge, noise or vibration resulting from SANBAG's transit operations on or near the Premises. 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. Permittee, on behalf of itself and its Personnel (as defined in Section 9) as a material part of the consideration for this Permit, hereby waives all claims and demands against SANBAG for any such loss, damage or injury of Permittee and/or its Personnel. In that connection, Permittee 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 Permit.

11. INSURANCE

Permittee, at its sole cost and expense, shall obtain and maintain in full force and effect during the term of this Permit insurance as required by SANBAG in the amounts and coverages specified and issued by insurance companies as described on Exhibit "B". SANBAG reserves the right, throughout the term of this Permit, to review and change the amount and type of insurance coverage it requires in connection with this Permit or work to be performed on the Premises. Prior to (i) entering the Premises or (ii) performing any work or maintenance on the Premises, Permittee 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 Permittee can demonstrate assets and retention funds meeting SANBAG's self-insurance requirements, SANBAG may permit Permittee 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 Permittee under this Permit.

12. TESTS AND INSPECTIONS

SANBAG shall have the right at anytime to inspect the Premises so as to monitor compliance with this Permit. If, in SANBAG's sole judgment, any installation on, or use or condition of the Premises may have an adverse effect on the Premises, 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 Premises, as it determines to be necessary or useful to evaluate the condition of the Premises. Permittee shall cooperate with SANBAG in any tests or inspections deemed necessary by SANBAG. Permittee 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.

13. HAZARDOUS/TOXIC MATERIALS USE AND INDEMNITY

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

Permittee shall indemnify, defend (by counsel acceptable to SANBAG and hold harmless the Indemnities (as defined in Section 9) 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) Permittee's breach of any prohibition or provision of this section, or (b) any release of Hazardous Materials upon or from the Premises or contamination of the Premises or adjacent property (i) which occurs due to the use and occupancy of the Premises by Permittee or Permittee's employees, agents, customers, visitors, invitees, licensees or contractors, or (ii) which is made worse due to the act or failure to act of Permittee or Permittee's employees, agents, customers, visitors, invitees, licensees or contractors.

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 Permit; and is in addition to any other rights or remedies which Indemnitees may have under the law or under this Permit.

In addition, in the event of any release on or contamination of the Premises, Permittee, at its sole expense, shall promptly take all actions necessary to clean up the affected property (including the Premises 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.'

14. PERMITTEE'S COVENANTS

Permittee shall:

(a) Deliver, at least five (5) days prior to any entry onto the Premises, written notice to SANBAG of its intention to enter the Premises, the proposed date and time of such entry and the nature, specific location and scope, of any proposed activity upon the Premises. Permittee may enter only on the dates and times specified in such notices.

(b) Enter upon and use the Premises in such manner and at such time as shall not endanger or interfere with SANBAG's operations and in accordance with the regulations of SANBAG and instructions of SANBAG's representative. Permittee shall submit to SANBAG for approval all construction or work details and incidentals insofar as they affect SANBAG.

(c) Maintain, at Permittee's expense, competent flagmen to protect and control movement of vehicles and equipment of Permittee while upon the Premises.

(d) Notify SANBAG within three (3) days after all entry onto the Premises hereunder is completed.

(e) Keep all equipment, tools and materials stored at least twenty (20) feet from the center line of any operable track. Explosives or other highly inflammable substances will not be stored on the Premises without the prior approval of SANBAG's representative.

(f) Reimburse SANBAG for all cost and expense incurred by SANBAG in connection with said entry onto the Premises, including without limitation the expense of furnishing such inspectors, watchmen and flagmen as SANBAG deems necessary and installation and removal of falsework beneath tracks.

15. GENERAL PROVISIONS

15.1 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 Items 9 or 10 of the Basic Permit Provisions, as the case may be. 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.

15.2 Governing Law. This Permit shall be governed by the laws of the State of California.

15.3 Severability. If any term, covenant, condition or provision of this Permit, 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 Permit, 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.

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

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

15.6 Survival of Obligations. All obligations of Permittee hereunder not fully performed as of the expiration or earlier termination of the term of this Permit shall survive the expiration or earlier termination of this Permit, including without limitation, all payment obligations and all obligations concerning the condition of the Premises.

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

15.8 Binding Effect. The terms, provisions and covenants and conditions contained in this Permit shall apply to, inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, legal representatives, successors and permitted assigns, except as otherwise herein expressly provided. If more than one person executes this Permit as Permittee, then each shall be jointly and severally liable for all obligations of Permittee hereunder.

15.9 Assignment. This Permit is personal to Permittee and Permittee shall not assign or transfer (whether voluntary or involuntary) this Permit 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 discretion. Any attempted act in violation of the foregoing shall be void and without effect and give SANBAG the right to immediately terminate this Permit.

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

15.11 Nondiscrimination. Permittee certifies and agrees that all persons employed thereby and/or the affiliates, subsidiaries, or holding companies thereof and any contractors retained thereby with respect to the Premises 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.

15.12 Further Acts. Permittee 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 Permit.

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

Permittee

SANBAG

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

15.15 Time of Essence. Time is of the essence.

15.16 No Recording. Permittee shall not record or permit to be recorded in the official records of the county where the Premises is located any memorandum of this Permit or any other document giving notice of the existence of this Permit.

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

15.18 Broker's Fees. Permittee represents and warrants that it has dealt with no broker, agent or other person in connection with this transaction and that no broker, agent or other person brought about this transaction, other than the brokerage firm specified in Item 11 of the Basic Permit Provisions, if any, and Permittee agrees to indemnify and hold Landlord harmless from and against any claims by any other broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Permittee with regard to this leasing transaction.

15.19 Security Measures. Permittee hereby acknowledges that the Payments payable to SANBAG hereunder does not include the cost of guard service or other security measures, and that SANBAG shall have no obligation whatsoever to provide same. Permittee assumes all responsibility for the protection of Permittee, Permittees' subsidiaries, partners, officers, employees, and agents and their property from acts of third parties.

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

15.21 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 or any portion thereof 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, operate, maintain, use and/or relocate 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 or any portion thereof, and in connection therewith the right to grant and convey to others,

rights and interests to the SANBAG Property or any portion thereof. This Agreement is subject to all licenses, leases, easements, reservations, restrictions, conditions, covenants, encumbrances, liens, claims and other matters of title ("title exceptions") which may affect the Property now or hereafter, and this Agreement is executed and delivered by SANBAG without any warranty of title, express or implied, and the words "grant' or "convey' as used herein shall not be construed as a warranty of title or as a covenant against the existence of any such title exceptions

15.22 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"

Site Plan of Premises

Exhibit "B-1"

INSURANCE REQUIREMENTS FOR LEASES, LICENSES, AND PERMITS

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

Minimum Scope of Insurance (Check all applicable boxes)

Coverage shall be at least as broad as:

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

a. bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;

b. property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;

c. defense, including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; and

d. losses caused by pollution conditions that arise from the operations of the contractor described under the scope of services of this contract.

Minimum Limits of Insurance (Check all applicable boxes)

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

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

Deductibles and Self-Insured Retentions

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

Exhibit "B-2"

Other Insurance Provisions

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

1. SANBAG, its subsidiaries, officials and employees are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Lessee, Licensee, or Permittee; products and completed operations of the Lessee, Licensee, or Permittee; premises owned, occupied or used by the Lessee, Licensee, or Permittee; and automobiles owned, leased, hired or borrowed by the Lessee, Licensee, or Permittee. The coverage shall contain no special limitations on the scope of protection afforded to SANBAG, its subsidiaries, officials and employees.

2. For any claims related to this project, the Lessee, Licensee, or Permittee's insurance coverage shall be primary insurance as respects SANBAG, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by SANBAG, its subsidiaries, officials and employees shall be excess of the contractor's insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SANBAG, its subsidiaries, officials and employees.

4. The Lessee, Licensee, or Permittee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either a party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to SANBAG.

6. Workers' Compensation and Employer's Liability policies shall contain the inclusion of the SANBAG, its Subsidiaries, officials and employees as additional insured, or provide a waiver of subrogation.

Course of construction policies shall contain the following provisions:

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

Acceptability of Insurers

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

Verification of Coverage

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

Contractors and Subcontractors

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

Exhibit "C"

Permitted Hazardous Materials

No hazardous materials are permitted to be used or stored on Premises

Exhibit "D-1"

Additional Provisions

Entry Onto Right-of-Way No verbal approvals will be granted. The Contractor shall not enter onto the Right-of-Way unless Contractor has arranged for Railroad safety training as well as protective services and has paid all charges and fees. A fully executed copy of this Right-of-Entry must be in the possession of the contractor at the job site and must be produced by Contractor upon request by SANBAG, a law enforcement officer or Member Agency's representative. If said Agreement is not produced, SANBAG has the right to suspend work in the Right-of-Way until Contractor demonstrates possession of Agreement at the job site.

The Contractor's ability to enter the SANBAG Right-of-Way is subject to the absolute right of SANBAG to cause the Contractor' s work on the SANBAG Right-of-Way to cease if, in the sole opinion of SANBAG or its representative, the Contractor's activities create a hazard to the SANBAG Right-of-Way, or SANBAG employees, or SANBAG operations, or any combination thereof.

At the request of SANBAG, Contractor shall remove from the Right-of-Way any employee or other individual who has not completed safety training or otherwise fails to conform to the instructions of SANBAG's representative in connection with the work on the Right-of-Way. Any right of Contractor to enter upon the Right-of-Way shall be suspended until such requests of SANBAG are met. Contractors shall defend, indemnify and hold harmless SANBAG and its representative against any claim arising from the removal of any such employee or other individual from the Right-of-Way.

Return of Property The Contractor agrees to return the Property to a condition substantially the same as before the construction, including replacement, repair, or reinstalling of railroad signs and property. Railroad signs include but are not limited to "No Trespassing", "Speed Limit", "Milepost", "Station Stop", and "Fiber Optics".

Facilities 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 facility.

Completion of Work The Contractor agrees to notify SANBAG or its Agent, in writing and orally, when use of the Right-of-Way or work is completed. Under no circumstances shall the temporary right of entry provided for under this Agreement be construed as granting to the Contractor or its Subcontractors and agents any right, title or interest of any kind or character in, on or about any Property.

Emergency Phone Numbers The Contractor must immediately contact **BNSF** and its representative in case of accidents, personal injury, defect in track, bridge or signals or any unusual condition that may affect the safe operation of the railroads. The following are SANBAG's emergency numbers:

Epic Land Solutions	**951-321-1800**
BNSF Railroad	**909-386-4061**

Permittee	SANBAG

Initials

EXHIBIT "D-2"

SANBAG JACK AND BORE GENERAL NOTES (Redlands Branchline)

1. See SANBAG General Notes for addition requirements.
2. The Contractor shall layout the proposed jack and bore pits prior to the commencement of work. Only after the SANBAG inspector has approved the layout will the Contractor be allowed to begin work.
3. Jacking and receiving pits shall be constructed outside of the railroad right-of-way unless otherwise shown on the SANBAG approved plans.
4. At no time shall any contractor be permitted to cross any track without the permission from the railroad flagman.
5. All jack and bore operations within the railroad right-of-way shall be performed continuously on a 24-hour basis until work is completed with a SANBAG or BNSF flagman and SANBAG inspector present at all times. Should work begin without the flagman and inspector present, the work will be halted and any casing installed will be abandoned in place, pressure grouted full, and capped to the satisfaction of the SANBAG.
6. The contractor shall construct a temporary fence along the railroad right-of-way, or along the edge of pits closest to the track, extending 50-feet in both directions from the pit. Fences are not required for work at grade crossings.
7. Pits shall be fenced on sides.
8. The Contractor/permitee shall provide SANBAG with as-built drawings prior to the release of any deposited fund balance.
9. The Contractor shall submit to SANBAG for review, drawings and calculations for any shoring that may be influenced by the railroad tracks. All drawings and calculations shall be signed and stamped by a California licensed Civil or Structural Professional Engineer.
10. Prior to commencement of work, the Contractor shall submit to SANBAG for review, load calculations for the proposed jacking casing with applied load as defined by Cooper E-80 with a 50% added impact load. The calculations shall be signed and stamped by a California licensed Civil or Structural Professional Engineer.
11. It shall be the Contractor's responsibility to contact Underground Alert prior to the commencement of construction. At the same time, the contractor shall notify BNSF for railroad signal mark-outs.
12. All backfilling shall be at 90% relative dry compaction. For areas within or that affect the railroad right-of-way, the contractor shall submit a compaction report prepared by a California licensed Geotechnical Professional Engineer prior to release of any deposited fund balance.
13. Prior to the commencement of work, the Contractor shall submit to SANBAG for review, a description of the work process including scheduled activities.
14. The Contractor shall remove all temporary facilities constructed on the railroad right-of-way, debris, and other items not originally at the site prior to construction and shall notify SANBAG that all construction has been completed. After as-builts have been received, SANBAG inspects the construction site and signs-off the work, SANBAG will release any unused deposit funds.
15. The Contractor or contracting party, shall obtain all permits necessary for the proposed project including but not limited to encroachment, SWPPP, and environmental permits, and third-party utility permits.

EXHIBIT "D-3"
SANBAG JACK AND BORE PIPELINE NOTES (Redlands Branch Line)

1. Unless otherwise shown on the plan view or plan and profile and approved by SANBAG, the Contractor shall adhere to the following requirements.
2. Boring of carrier or direct burial utilities by directional boring methods is prohibited.
3. For pipelines carrying flammable or hazardous materials, the Contractor shall adhere to special conditions stated in the Right-of-Entry (ROE) permit.
4. All underground utilities under railroad tracks shall be encased in a larger pipe or conduit called the "casing pipe."
5. Casing pipe shall be installed across the entire width of the railroad right-of-way and shall extend beyond the right-of-way a minimum of 10-feet.
6. Should ground water or other loose and unstable soils conditions be encountered during construction, the Contractor shall immediately stop work, notify the railroad flagman, provide necessary support to track and other railroad structures, and notify SANBAG. It shall be the responsibility of the contractor to make necessary corrections to construction process to allow for said conditions.
7. Prior to commencement of construction, the Contractor shall submit to SANBAG a plan showing the proposed method of casing installation, construction access, stockpile locations, SWPPP control measures, fencing type and location, and a milestone schedule.
8. All abandoned pipes shall be removed from their casing pipes. The empty casing pipe shall be pressure grouted full the entire length. Should there be no casing pipe, the abandoned pipe shall be pressure grouted full the entire length. A SANBAG inspector must be present during the grouting process.
9. The Contractor shall install permanent signs identifying the location of the pipe at the edge of the railroad right-of-way unless within a public grade crossing.
10. All ends of the casing pipe shall be sealed unless otherwise authorized by SANBAG.
11. The top of casing shall have a minimum depth of 6-feet below the top of tie and a minimum depth of 5-feet below ground surface including bottom of ditches and other low points within the railroad right-of-way.
12. Casing and carrier pipes shall be constructed to prevent leakage of any substance. When casing pipes are sealed at each end, vent pipes shall be installed.
13. All casing pipes shall be installed with a minimum slope of 1%.
14. Installation of casing pipes by open trench is prohibited.
15. Casing jacking shall adherer to the following requirements.
    a. This method shall be in accordance with the American Railway Engineering and Maintenance of Way Association recommended practices, Volume 1, Chapter 1, Part 4, "Earth Boring and Jacking Culvert Pipe Through Fills." This operation shall be conducted without hand-mining ahead of the pipe and without the use of any type of boring, auguring, or drilling equipment.
    b. Bracing and backstops shall be designed and jacks with sufficient rating used so that the jacking can progress without stoppage (except for adding lengths of pipe) until the leading edge of the pipe reaches the receiving pit.
    c. During jacking, an earth plug 1.5 times the diameter of the casing shall be maintained at all times. Jacking operations shall be continuous on a 24-hour per day basis until the jacking operation is completed.
16. Casing boring shall adher to the following requirements.
    a. This method consists of pushing the pipe into the fill with a boring auger rotating within the pipe to remove the spoil. When augers or similar devices are used for casing placement, the front of the pipe shall be provided with mechanical arrangements or devices that will positively prevent the auger from leading the casing so that the there will be no unsupported excavation ahead of the casing. The augur and cutting head arrangement shall be removable from within the pipe in the event an obstruction is encountered. The over-cut by the cutting

head shall not exceed the outside diameter of the pipe by more than one-half inch. The face of the cutting head shall be arranged to provide reasonable obstruction to the free flow of soft or poor material.

b. The use of water or other liquids to facilitate casing placement and/or spoil removal is prohibited.
c. Plans and descriptions of the auger stop arrangement to be used shall be submitted to SANBAG for approval prior to commencement of work.
d. Any method which employs simultaneous boring and jacking or drilling and jacking for pipes over 8-inches in diameter that does not adhere to the above requirements will not be permitted. For casings 8-inches and smaller in diameter, augering, or boring without the same requirements may be considered if approved by SANBAG.

17. If an obstruction is encountered during installation of the casing pipe that will stop the forward action of the pipe, and it becomes evident that it is impossible to advance the pipe, operations will cease and the pipe shall be abandoned in-place and pressure grouted full before continuing with work. Location, length, and depth of abandoned casing pipes and carrier pipes shall be shown on the as-built drawings.
18. Bored or jacked installations shall have a bored-hole diameter essentially the same as the outside diameter of the casing plus the thickness of the protective coating. If voids should develop or if the bored-hole diameter is greater than the outside diameter of the casing pipe, plus coating, by more than approximately 1 inch, grouting or other methods as approved by SANBAG shall be employed to fill such voids.
19. Pressure grouting of the soils before or during jacking or boring may be required to stabilize the soil, control water, prevent loss of material, and prevent settlement or displacement of the ground and/or tracks. Grout shall be cement, chemical, or other special injection material selected to accomplish the necessary stabilization. The grouting contractor shall be a specialist in the field with a minimum of 5-years continuous experience of successfully grouting soil. Materials to be used and the method of injection shall be prepared by a California licensed Geotechnical Engineer, or by an experienced and qualified company specializing in this work and submitted for approval by SANBAG prior to the commencement of work. Proof of experience and competency shall accompany the submission.
20. When water is know or expected to be encountered, pumps of sufficient capacity to handle the flow shall be maintained at the site and be constantly attended operationally on a 24-hour per day basis until the SANBAG inspector determines their operation can be safely halted. When dewatering, close observation shall be maintained to detect any settlement or displacement of track, ground, or facilities.
21. The dewatering system shall lower and maintain the ground water level a minimum of 2 feet below the invert at all times during construction by utilizing will points, vacuum well points, or deep wells to prevent the inflow of water or water and soil into the heading. Ground water observation wells may be required to demonstrate that the dewatering requirements are being complied with.
22. The proposed methods of dewatering shall be submitted to SANBAG prior to the commencement of work. The discharge from the dewatering operations in the vicinity of the railroad shall be carefully monitored. Should excessive fine soils particles at any time during the dewatering process be observed, the dewatering shall be halted immediately and cannot resume until the unsatisfactory condition is remedied to the satisfaction of the SANBAG inspector.

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 21

Date: March 6, 2013

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

Recommendation:* Approve Fiscal Year 2012/2013 budget amendment to increase Task No. 0379 Commuter Rail Capital by $1,957,573 of State Transit Assistance Fund County Population (PUC99313) for a new task total of $37,371,729.

Background: On February 6, 2013, the Board Acting as the County Transportation Commission set a date and time for hearings to consider a Resolution of Necessity for properties required to construct the Downtown San Bernardino Passenger Rail (DSBPR) and San Bernardino Transit Center projects in the City of San Bernardino. As a requirement by the State of California, SANBAG will be required to deposit an amount of probable compensation with the State Treasurer for the appraised amount of each parcel needed for the project. Acquisition of these Properties in a timely manner is critical to maintaining the planned construction schedule for the Project as well as Bond 1B funding requirements. To assist in maintaining the Project schedule, staff is requesting a budget amendment to allow for authority to issue a check to the State.

The San Bernardino Associated Governments (SANBAG), acting as the San Bernardino County Transportation Commission (Commission), is proposing

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

BRD1303a-cd

to extend Metrolink commuter passenger rail service approximately one (1) mile east from its current terminus at the existing San Bernardino Metrolink Station/Santa Fe Depot (Depot) located at 1170 West 3rd Street, San Bernardino, to a new Metrolink commuter rail station at the proposed San Bernardino Transit Center (SBTC) near the intersection of Rialto Avenue and E Street in the City of San Bernardino (City), California.

On September 5, 2012, SANBAG certified the CEQA Final Environmental Impact Report for both the DSBPR and SBTC and on October 27, 2012, received the Finding of No Significant Impact (FONSI) from the Federal Transit Administration. Receipt of the FONSI clears a critical hurdle in the overall development of the Project and allows the right-of-way acquisition phase to begin. With the environmental clearance complete, SANBAG is now proceeding with the right-of-way phase of the DSBPR/SBTC project.

Financial Impact: This item is consistent with Fiscal Year 2012/2013 adopted budget. A budget amendment is needed to increase Task No. 0379 Commuter Rail Capital by $1,957,573 of State Transit Assistance Rail. All other funds necessary for right-of-way acquisition for the remainder of Fiscal Year 2012/2013 have been approved in a previous Board action.

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

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

BRD1303a-cd

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 22

Date: March 6, 2013

Subject: Purchase Order to Burlington Northern Santa Fe Railway Company to relocate an existing signal cabinet to accommodate SANBAG's expansion of the Eastern Maintenance Facility.

Recommendation:*

1. Authorize Purchase Order No. 4000962 with Burlington Northern Santa Fe Railway Company in an amount of $121,520 to relocate existing signal cabinet and associated cables to accommodate the expansion of Southern California Regional Rail Authority's Eastern Maintenance Facility.

2. Authorize the SANBAG Executive Director or his designee to execute Purchase Order No. 4000962 with Burlington Northern Santa Fe Railway Company for the relocation of existing signal cabinet and associated cables.

3. Allocate $28,557 of undesignated, unreserved State Transit Assistance Fund and $92,963 of Local Transportation Fund Rail, for a total of $121,520 to fund the relocation of the signal cabinet for the expansion of the Eastern Maintenance Facility.

4. Approve Fiscal Year 2013 budget amendment to increase Task No. 0379 Commuter Rail Capital by $28,557 of State Transit Assistance Fund and $92,963 of Local Transportation Fund Rail.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

BRD1303a-jrf
Attachment: http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/PO4000962.doc

Background: The Southern California Regional Rail Authority (SCRRA) developed the Eastern Maintenance Facility (EMF) located in the City of Colton on Burlington Northern Santa Fe Railway Company (BNSF) property for maintenance of Metrolink trains that serve the counties of Los Angeles, Orange, and Riverside. In order to accommodate additional train storage required by the implementation of the SANBAG Downtown San Bernardino Passenger Rail Project, SANBAG is currently completing construction efforts to expand the EMF. These improvements include extending existing storage tracks, building a bridge, and other supporting improvements.

The construction of a new access road and track into the EMF requires the relocation of an existing BNSF signal cabinet and associated cables. This existing cabinet, owned and maintained by BNSF, controls signal and track components on adjacent BNSF mainline tracks and adjacent yard facilities. Since the cabinet is owned and maintained by BNSF, only BNSF personnel can make the necessary modifications for its relocation.

In accordance with Article 6 of the Shared Use Agreement (Pasadena-Redlands Easement, Pasadena-Redlands Trackage rights, SB shop Trackage Rights, and Cajon Trackage Rights) dated October 30, 1992, as amended, between BNSF and SANBAG, SANBAG is proposing to pay BNSF $121,520 to complete the relocation of this signal cabinet and any associated cables to support the EMF expansion.

Financial Impact: This item is not consistent with the Fiscal Year 2013 adopted budget. A Budget amendment is needed to increase Task No. 0379 Commuter Rail Capital by $121,520 of State Transit Assistance Fund and Local Transportation Fund Rail.

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

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

BRD1303a-jrf
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/PO4000962.doc

ATTACHMENT A

***** MAINTAIN PROPRIETARY CONFIDENTIALITY *****

BNSF RAILWAY COMPANY
FHPM ESTIMATE FOR
METROLINK

LOCATION RANA

DETAILS OF ESTIMATE PLAN ITEM : 000198917 VERSION : 1

PURPOSE, JUSTIFICATION AND DESCRIPTION

METROLINK IS REPONSIBLE FOR SUPPLYING AC POWER WHERE NEEDED
2013 REC LECTRIC LOCK RELOCATE FOR METROLINK, L/S 7602, MP 01.78, CALIFORNIA DIV., SAN BERNARDINO SUBDIV.
SEQ # 48416
THE MATERIAL LIST BELOW REFLECTS TYPICAL REPRESENTIVE PACKAGES USED FOR ESTIMATING PURPOSE ONLY.
THEY CAN BE EXPECTED TO CHANGE AFTER THE ENGINEERING PROCESS. DETAILED AND ACCURATE MATERIAL LISTS WILL BE FURNISHED WHEN ENGINEERING IS COMPLETED.
CONTINUING CONTRACTS HAVE BEEN ESTABLISHED FOR PORTIONS OF SIGNAL WORK ON THE BNSF RAILROAD.
THIS ESTIMATE IS GOOD FOR 90 DAYS. THEREAFTER THE ESTIMATE IS SUBJECT TO CHANGE IN COST FOR LABOR, MATERIAL, AND OVERHEAD.

********** SIGNAL WORK ONLY **********
THIS ESTIMATE IS 100% BILLABLE TO METROLINK.
THIS CONCEPTUAL ESTIMATE IS DONE WITH A FIELD SURVEY.

MAINTAIN PROPRIETARY CONFIDENTIALITY

DESCRIPTION	QUANTITY	U/M	COST	TOTAL $
**********				
LABOR				
**********				
SIGNAL FIELD LABOR - CAP	400.0	MH	11,185	
SIGNAL SHOP LABOR - CAP	40.0	MH	1,130	
PAYROLL ASSOCIATED COSTS			7,451	
DA OVERHEADS			11,864	
EQUIPMENT EXPENSES			4,071	
INSURANCE EXPENSES			1,937	
TOTAL LABOR COST			37,638	37,638
**********				
MATERIAL				
**********				
4% INFLATION RATE				
CABLE	1.0	LS	1,778	
MP 01.78	1.0	LS	8,540	
WALL	1.0	LS	25,408	
MATERIAL HANDLING	1.0	LS	10,500	
USE TAX			2,310	
OFFLINE TRANSPORTATION			3,638	
TOTAL MATERIAL COST			581	
**********			52,755	52,755
OTHER				
**********				
CONTRACT BORING	1.0	LS	10,000	
CONTRACT ENGR.	1.0	LS	7,500	
MACHINE RENTAL	1.0	LS	1,486	
TOTAL OTHER ITEMS COST			18,986	18,986
PROJECT SUBTOTAL				109,379
CONTINGENCIES				10,937
BILL PREPARATION FEE				1,204
GROSS PROJECT COST				121,520
LESS COST PAID BY BNSF				0
TOTAL BILLABLE COST				121,520

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 23

Date: March 6, 2013

Subject: Local Transportation Fund Apportionment

Recommendation:*

1. Maintain Fiscal Year 2012/2013 Local Transportation Fund apportionment of $75,744,649 as approved on April 4, 2012.
2. Maintain unrestricted fund balance of $7,250,000 as a reserve to minimize the impact of a decline in revenue or an unexpected financial need.
3. Approve a Local Transportation Fund Estimated Apportionment of $81,265,071 for Fiscal Year 2013/2014; based on $70,675,240 in estimated receipts, $33,839,831 from the prior year audited unrestricted fund balance, and the recommended reserve.

Background: Pursuant to Section 6620 of the California Code of Regulations (CCR), the San Bernardino County Auditor/Controller (Auditor) is to provide SANBAG, acting as the County Transportation Commission, with an estimate of Local Transportation Fund (LTF) revenue available for apportionment and allocation during the ensuing year (Fiscal Year (FY) 13/14) and if requested, a revised or updated estimate of revenues for the current fiscal year (FY12/13) prior to February 1st. Section 6644 of the CCR requires that SANBAG determine and

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.

BRD1303b-az

advise all prospective claimants of the amount of all area apportionments for the next fiscal year by March 1st.

The total annual LTF apportionment is a function of three components.

1. Projected annual revenue
2. Prior audited, unallocated fund balance
3. Program reserve

Annually, SANBAG staff presents the County Auditor/Controller with an estimate of current year and subsequent year LTF receipts. The revenue component of the current FY12/13 Apportionment is $65,949,951. Based upon a review of current revenue collection trends, the LTF revenue collection could increase by as much as 13% over the adopted apportionment to a total of $74,394,992. However, staff is not proposing to modify the existing FY12/13 Apportionment. Staff still has some skepticism about the ability for sales tax receipts to continue growing at the rate experienced during the first two quarters of the fiscal year. Additionally, once the current FY12/13 financial numbers are audited, any amount of unrestricted fund balance in excess of the proposed $7,250,000 reserve would be included as part of the FY14/15 Apportionment as is the case in the proposed FY13/14 Apportionment.

For FY13/14, the projection of LTF receipts is $70,675,240, which reflects a growth of 7% over the adopted FY12/13 Apportionment. This estimate was prepared in collaboration between SANBAG and County Auditor's staff. This is the amount that is proposed to be used for the revenue component of the apportionment.

The second component of the annual apportionment is the prior year audited unrestricted fund balance. The audit for FY11/12 was completed in January 2013 and shows that SANBAG has an unrestricted fund balance of $33,839,831. This amount represents the amount of revenue plus interest and refunds in excess of the $63,585,150 apportioned in FY11/12. The unrestricted fund balance also includes $16 million reserved returned Valley allocation from Omnitrans as approved by the SANBAG Board on January 5, 2011. As part of the recommended apportionment for FY13/14, staff proposes to include the $33,839,831 of prior year audited unrestricted fund balance, less the $16 million reserved for allocation to the Valley apportionment area.

Finally, the third component of the apportionment is the fund reserve. Over the past four years, SANBAG has been more conservative in its apportionment as the agency has weathered the financial crisis and downturn in the economy. The more conservative progression was a result of several consecutive years where SANBAG had to institute a mid-year cut to the LTF Apportionment resulting in operational difficulties to the transit operators in the County. A lesson learned from these mid-year cuts was that SANBAG should also institute a fund reserve in case a similar drop in sales tax was to occur again in the future or an agency experienced a financial emergency. This year staff proposes to maintain the fund reserve to $7,250,000.

The total proposed FY13/14 LTF Apportionment is included in Attachment A to this item. The three components of revenue are included at the top of the table. The total apportionment is $97,265,071. If that total level of apportionment is approved, the individual amounts of apportionment that would be provided to eligible claimants are included in the three sections below. The first section pertains to administration and planning. The second section pertains to non-motorized transportation and the third section pertains to the Valley and Mountain/Desert jurisdictions for transit use. The $16 million of Valley LTF fund returned apportionment from Omnitrans as approved by the SANBAG Board on January 5, 2011 is set aside for future allocation to the Valley apportionment area.

Pursuant to Sections 99233.1, of the California Public Utilities Code, (CPUC), the Commission and the Auditor shall allocate such sums as are necessary for the administrative responsibilities under the Transportation Development Act (TDA). The Auditor's staff is requesting an allocation of $28,000, an increase of $1,000 from the amount allocated in FY12/13.

The estimated amount to be allocated to SANBAG for its expenses associated with TDA administration and fiscal and compliance audits of all claimants and the two funds (LTF and State Transit Assistance Funds (STAF)) is $850,000. This includes the cost of directly preparing the Omnitrans Financial Audit as SANBAG does all of the other transit operators. The $850,000 also provides resources for SANBAG to add additional administrative staffing for the TDA program. The added staff is needed in the finance department to handle the additional accounting procedures that were recommended as part of SANBAG's prior Triennial Performance Audit. In addition to the $850,000 allocated in FY 13/14, SANBAG also carries a prior year fund balance of $535,536 for other eligible expenditures as described above.

Pursuant to Section 99233.2(b)(1) of the CPUC, up to 3% of the annual LTF receipts may be allocated to the Commission for its transportation planning and

programming functions. The amount of LTF planning funds available to the Commission for FY13/14 would be $2,437,952.

Further, pursuant to Section 99233.2(b)(2) of the CPUC and amended by AB1403 signed into law by the Governor in October 2009, SCAG is to be allocated up to three fourths of one percent (3/4%) of the LTF annual revenues allocated to the County Transportation Commissions. For FY13/14, SCAG's allocation is $609,488.

Financial Impact: The Commission is the designated agency responsible for the administration of the LTF for San Bernardino County. Adoption of the LTF apportionment will provide SANBAG, SCAG, transit agencies, and local jurisdictions with revenue estimates to use for FY13/14 budgeting purposes. This item has no immediate financial impact on the FY12/13 Budget. All staff activities associated with this item are consistent with Task No. 502.

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

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

BRD1303b-az

Attachment A
Proposed FY13/14 LTF Apportionment

			APPORTIONMENT
Prior Year Audited Unrestricted Fund Balance			$ 33,839,831
Refunded Valley Allocation Fund Reserve*			$ (16,000,000)
Estimated Annual LTF Receipts			$ 70,675,240
Fund Reserve			$ (7,250,000)
Total Estimated Funds Available			**$ 81,265,071**
Auditor's Administrative Cost			$ 28,000
SANBAG's Administrative Cost			$ 850,000
County Transportation Commission Planning			$ 2,437,952
SCAG Planning			$ 609,488
Resulting Balance			$ 77,339,631
Article 3 (SB821) Program			$ 1,546,793
Balance Available for Apportionment			$ 75,792,838
Apportionment Area	**Population**	**Percentage**	**APPORTIONMENT**
Refunded Valley Allocation*	-	-	$ 16,000,000
Valley	1,498,717	72.62%	$ 55,037,051
Adelanto	31,066	1.51%	$ 1,140,830
Apple Valley	70,033	3.39%	$ 2,571,806
Barstow	23,019	1.12%	$ 845,322
Big Bear Lake	5,088	0.25%	$ 186,845
Hesperia	91,033	4.41%	$ 3,342,985
Needles	4,894	0.24%	$ 179,721
Twentynine Palms	25,713	1.25%	$ 944,253
Victorville	119,059	5.77%	$ 4,372,177
Yucca Valley	20,916	1.01%	$ 768,094
County - Unincorporated	174,381	8.45%	$ 6,403,755
Total	2,063,919	100.00%	$ 75,792,838

Population Source: DOF 1/1/12

SANBAG's Administrative Cost includes TDA Administration & Claimant Compliance Audits

SCAG Planning apportioned to Commission counties based on LTF Revenue Estimates

Estimated Annual LTF Receipts per SANBAG/County Auditor 1/2013

*In accordance with the Transportation Development Act (TDA), California Code of Regulations (CCR), Section 6648 Omnitrans returned $16,000,000 of Local Transportation Funds which were deposited into the Valley LTF fund for future allocation

BRD1303b-az

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 24

Date: March 6, 2013

Subject: Measure I Five-Year Capital Improvement Plans for 2013-2017

Recommendation:* Accept the Measure I 2013-2017 Summary Report of the Five-Year Capital Improvement Plans for Local Pass-Through Funds.

Background: The Measure I Expenditure Plan requires each local jurisdiction to annually adopt a Five-Year Capital Improvement Plan (CIP) that details the specific projects to be funded using Measure I Local Pass-Through Funds. Expenditures must be detailed in the CIP and adopted by resolution of the governing body.

Per Measure I Policy, the CIP shall:

(1) Specifically identify improvements to be funded by Measure I by street name, boundaries, and project type and must be adopted by resolution of the governing body.

(2) Constrain the total amount of planned expenditures to 150% of SANBAG forecasted revenue for Measure I Local Pass-Through Funds plus any fund balances and/or revenue resulting from bonds secured by Measure I revenue.

*

Approved
Board of Directors

Date:

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	

Check all that apply.

BRD1303a-az
http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2013/brd1303/AgendaItems/BRD1303a1-az.xlsx

(3) Include no more than 50% of estimated annual revenue to general program categories, which are programs or projects without any identified streets. Examples are pavement management programs or general maintenance.

(4) Include named projects totaling 50% of annual expenditures in all five years of the Five-Year Plan.

(5) Include total estimated cost of capacity enhancing projects to Nexus Study roadways, the Measure I share of project cost and the development share of cost. Maintenance projects or projects that do not enhance the capacity of a roadway do not require a development contribution in the Five-Year Plan.

(6) List any single project expenditure in excess of $100,000 as an individual project and not in a general program category.

Funding

In the San Bernardino Valley subarea, 20% of the total Measure I revenue is distributed monthly to the jurisdictions for their Local Streets projects.

In the Mountain/Desert subarea, 70% of the total Measure I revenue is distributed monthly to the jurisdictions for their Local Streets projects, after reservation of 2% by SANBAG to fund future Project Development/Traffic Management Systems projects.

Audit

The Five-Year CIP is the basis for the annual audit. Jurisdictions have flexibility to move projects around in their CIP based on the necessities of the jurisdiction. However, in order for a project to be eligible for expenditure of Local Streets funds, the project must be included in the Five-Year CIP. If the change happens after the plan has been approved, a revised plan must be prepared and submitted to SANBAG prior to the end of the fiscal year.

Report Structure Change

In previous years, SANBAG staff has assembled a report of the CIPs as submitted. This report has averaged 175 pages and requires approximately 60 hours of staff time to type, copy and bind the document. Beginning with calendar year 2012-2013, staff is proposing that the process be streamlined. The information presented to the Board of Directors will still include the summary by subarea and agency and a confirmation from staff that the CIPs meet the eligibility requirements of Measure I, but staff will not be including a formal bound report. The street details that have been submitted to SANBAG for review by the local jurisdictions will be available in electronic format on the SANBAG website.

2013/2017 Report

The Summary Report, Attachment 1 to this agenda item, is a summary of the plans adopted by each jurisdiction and provides information on the progress each agency is making toward meeting the objectives of the Measure I pass-through program. The Plans contain locally prioritized and eligible projects for road maintenance, repair and construction. Staff has confirmed that the plans meet the eligibility requirements of Measure I.

The revised structure summarizes the CIPs of SANBAG member agencies in two sections: the first combines the statistics for the jurisdictions in the San Bernardino Valley and the second combines the statistics for the Mountain/Desert subarea.

Financial Impact: This item has no direct impact upon the Budget. Staff activities related to this item are consistent with the adopted Budget, Task No. 413, Measure I Administration.

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

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

Attachment 1

CAPITAL IMPROVEMENT PLAN SUMMARY REPORT

All Member Agencies

FY 2012/2013 - FY 2016/2017

Agency	Ending Balance from 6/30/11 MI Audit	5 Year MI Revenue Estimate	Total 5 Year MI Available for Projects	5 Year Total CIP Projected Projects	Do Projects Meet Measure Eligibility Requirements?	Resolution Number
Adelanto	$ 3,930,283	$ 3,239,654	$ 7,169,937	$ 2,596,000	Yes	12-48
Apple Valley	$ 5,508,986	$ 9,009,606	$ 14,518,592	$ 9,838,047	Yes	2012-50
Barstow*	$ 4,270,311	$ 10,136,453	$ 14,406,764	$ 25,324,280	Yes	4685-2012
Big Bear Lake	$ 111,766	$ 1,808,454	$ 1,920,220	$ 1,899,482	Yes	2012-39
Chino	$ 1,121,845	$ 5,550,966	$ 6,672,811	$ 5,448,151	Yes	2012-43
Chino Hills	$ 1,947,000	$ 5,400,983	$ 7,347,983	$ 5,796,800	Yes	12R-39
Colton	$ 914,502	$ 3,867,521	$ 4,782,023	$ 3,867,521	Yes	R-66-12
Fontana	$ 8,446,375	$ 14,799,701	$ 23,246,076	$ 13,757,405	Yes	2012-096
Grand Terrace	$ 170,699	$ 867,195	$ 1,037,894	$ 867,194	Yes	2012-48
Hesperia	$ 632,904	$ 12,635,603	$ 13,268,507	$ 12,806,815	Yes	2012-064
Highland	$ 6,597,406	$ 3,945,490	$ 10,542,896	$ 4,876,000	Yes	2012-036
Loma Linda	$ 372,431	$ 1,734,266	$ 2,106,697	$ 1,935,000	Yes	2758
Montclair	$ 1,181,972	$ 2,696,049	$ 3,878,021	$ 3,275,000	Yes	12-2965
Needles	$ 435,602	$ 598,480	$ 1,034,082	$ 421,000	Yes	2012-39
Ontario	$ 4,018,506	$ 11,817,360	$ 15,835,866	$ 13,334,000	Yes	2012-053
Rancho Cucamonga	$ 4,633,545	$ 11,970,326	$ 16,603,871	$ 14,755,810	Yes	12-143
Redlands	$ 6,617,018	$ 4,983,410	$ 11,600,428	$ 8,564,410	Yes	7216
Rialto	$ 1,785,448	$ 7,318,529	$ 9,103,977	$ 8,890,596	Yes	6109
San Bernardino	$ 2,699,834	$ 15,664,796	$ 18,364,630	$ 12,229,710	Yes	2012-258
San Bernardino County - Colorado River	$ 221,079	$ 147,412	$ 368,491	$ 282,021	Yes	2012-179
San Bernardino County - Morongo Basin	$ 1,994,140	$ 1,664,213	$ 3,658,353	$ 4,074,509	Yes	2012-179
San Bernardino County - Mountains	$ 2,688,708	$ 4,668,684	$ 7,357,392	$ 5,348,873	Yes	2012-179
San Bernardino County - North Desert	$ 3,739,276	$ 11,215,190	$ 14,954,466	$ 11,215,190	Yes	2012-179
San Bernardino County - Valley	$ 3,940,477	$ 8,882,862	$ 12,823,339	$ 11,597,235	Yes	2012-179
San Bernardino County - Victor Valley	$ 6,257,734	$ 6,603,057	$ 12,860,791	$ 10,917,940	Yes	2012-179
Twentynine Palms	$ 3,120,935	$ 2,268,225	$ 5,389,160	$ 2,967,400	Yes	12-26
Upland	$ 360,842	$ 5,373,760	$ 5,734,602	$ 5,997,210	Yes	6141
Victorville	$ 6,631,485	$ 21,460,344	$ 28,091,829	$ 29,631,023	Yes	12-059
Yucca Valley	$ 1,635,182	$ 3,635,744	$ 5,270,926	$ 4,476,734	Yes	12-26
Yucaipa	$ 1,329,119	$ 3,795,978	$ 5,125,097	$ 4,550,033	Yes	2012-38
TOTALS	$ 87,315,410	$ 197,760,311	$ 285,075,721	$ 241,541,389		

NOTES:

*Acceleration of projects due to Barstow's Total Road Improvement Pooled Financing Program

BRD1303a1-az

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 25

Date: March 6, 2013

Subject: Budget Amendment for Morongo Basin Reimbursement Project

Recommendation:* Approve a Fiscal Year 2012/2013 budget amendment to increase Task No. 0516, Measure I Mountain/Desert Apportionment and Allocation, from $1,200,000 to $1,250,000 to be funded with $50,000 Measure I Morongo Basin Subarea – Project Development/Traffic Management Systems funds.

Background: In November 2011, the Community Liaison for the United States Marine Corps Air Ground Combat Center contacted the City of Twentynine Palms about the possibility of paving Lear Avenue from State Route 62 to the west entrance to the Base. It was determined that the road was in the unincorporated area of the Morongo Basin and under the control of San Bernardino County.

A meeting was held on December 14, 2011, with representatives of the Morongo Basin agencies and Jim Ricker, Community Liaison with the Marine Corps Base. It was agreed that the project was eligible for Measure I Project Development/Traffic Management Systems (PD/TMS) funding and that the project might be eligible for a grant from the Defense Department Access Road Program for construction. The County was asked to prepare and provide to SANBAG a cost estimate for the Project Study.

On May 24, 2012, San Bernardino County provided San Bernardino Associated Governments (SANBAG) with a cost estimate for a Project Study to determine

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	

Check all that apply.
BRD1303e-az

the preliminary cost and scope of work for the project known as Lear Avenue/Montezuma Drive to Pole Line Road Roadway Improvements.

On September 5, 2012, the SANBAG Board of Directors approved the allocation of $50,000 of Morongo Basin Subarea PD/TMS funds for this study.

This budget amendment will allow the County to proceed with the study this fiscal year. The funding agreement associated with this budget amendment does not require approval by the Board per Policy 11000, Contracting and Procurement Policy, which allows the Executive Director to approve contracts up to $100,000.

Note that the item presented to the Mountain/Desert Committee on February 15, 2013, referenced Task No. 1002, Morongo Basin Reimbursement Projects. The recommendation has been updated to reflect a consolidated Task No. 0516, Measure I Mountain/Desert Apportionment and Allocation, rather than tasks specific to each subarea.

Financial Impact: This item is not consistent with the Fiscal Year 2012/2013 budget. A budget amendment is required to increase Task No. 0516 from $1,200,000 to $1,250,000 to be funded by $50,000 from Measure I Morongo Basin Subarea – Project Development/Traffic Management System funds.

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

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

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 26

Date: March 6, 2013

Subject: Fiscal Year 2012-2013 Federal Transportation Enhancement (TE) Funds

Recommendation:* 1. Receive a report on the consolidation of the Transportation Enhancement Program into the Transportation Alternative Program as part of the new federal surface transportation act, Moving Ahead for Progress in the 21st Century Act approved in July 2012.

2. Approve allocation of $3,662,000 of FY 2012/13 Federal Transportation Enhancement Funds to the following projects:
   a. $2,000,000 to the City of Rialto Rails to Trails Project
   b. $992,000 to Downtown San Bernardino Transit Center
   c. $670,000 to the City of Highland Greenspot Road Historic Iron Bridge Rehabilitation Project

3. Approve prioritized back-up list of eligible projects for any programmed Transportation Enhancement Funds that become available:
   a. Increase the amount allocated to the San Bernardino Transit Center up to a maximum allocation of $2,242,000
   b. Allocate up to a maximum of $1,683,300 to the Downtown San Bernardino Passenger Rail project

4. Approve Santa Ana River Trail in San Bernardino County and Riverwalk Trail in Victorville to remain priority projects for future funding.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

BRD1303c-az

Background: On July 6, 2012, President Obama signed into law the Moving Ahead for Progress in the 21st Century Act (MAP-21), federal transportation authorization bill that includes $105 billion for fiscal years (FY) 2013 and 2014. MAP-21 consolidated many of the programs that existed under the previous federal transportation authorization bill SAFETEA-LU. Specifically, the Transportation Alternatives Program (TAP) was introduced, which consolidated the Transportation Enhancement (TE) program with others, such as Recreational Trails and Safe Routes to School.

A total of $1.629 billion TAP funds have been authorized for FY 2013 and 2014 with California's TAP apportionment being $72 million. Discussion on how TAP funds will be administered in California are on-going, and it is unknown whether SANBAG will have discretion over TAP funding allocations or if it will be an application process through SCAG and/or the State. Staff will provide an update when more information becomes available.

At this time, all remaining SAFETEA-LU TE funds must be allocated by the California Transportation Commission prior to June 30, 2013. Of the previously Board-approved TE allocations, three projects remain that will not meet the allocation deadline: Santa Ana River Trail in San Bernardino County, Riverwalk Trail in Victorville, and Baseline Road Gateway Beautification Project in Highland. Staff is recommending that the two trail projects remain priority projects for MAP-21 if SANBAG is given authority over assigning priority; specific allocation requests will be brought back to the SANBAG Board for approval. Landscaping enhancement projects are no longer eligible under MAP- 21, so the $200,000 Baseline Road Gateway Beautification Project will not qualify for future TAP funding.

Currently there is a total of $3,662,000 TE funding available for allocation. In May 2012, the Board approved a back-up list for TE savings that included $470,000 for the Greenspot Road Historic Iron Bridge Rehabilitation project in Highland, $200,000 for the Rails to Trails project in Rialto, and $150,000 to a Bike Facilities Upgrade project in Redlands. Both the Highland and Rialto projects are expected to be in position to meet the June 30, 2013, allocation deadline. As such, staff is recommending an increased allocation of $670,000 to the Greenspot Road Historic Iron Bridge Rehabilitation project, and an increased allocation of $2,000,000 to the Rails to Trails (Maple Lane to Cactus Avenue) project. Staff is also recommending an allocation of $992,000 to the Downtown San Bernardino Transit Center as it is eligible to receive TE funds and is in a position to meet the funding deadline.

In addition, staff recommends establishing a backup list of projects eligible to receive TE funding if there are cost savings or the projects listed above are unable

to meeting the delivery timelines. Because of the allocation deadline and eligibility requirements, the back-up list is limited to two projects. The two projects are in order of priority based on the following reasons:

- Increase the amount of TE allocated to the San Bernardino Transit Center up to a maximum allocation of $2,242,000
- Allocate TE funds up to a maximum of $1,683,300 to the Downtown San Bernardino Passenger Rail project

Financial Impact: Staff activities associated with this item are consistent with the adopted SANBAG Fiscal Year 2012-2013 Budget, Task No. 0373. STIP TE funds allocated to local agencies are administered by Caltrans and do not flow through the SANBAG budget. Any TE funds allocated to SANBAG projects will be included in the Fiscal Year 2013-2014 Budget.

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

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

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 27

Date: March 6, 2013

Subject: Major Local Highway Program and State Local Partnership Program Funding Agreements with the City of Twentynine Palms

Recommendation:* 1. Approve Construction Funding Agreement C13059 in the amount of $600,000 with the City of Twentynine Palms for construction of National Park Drive with $200,000 funded by Major Local Highway Program funds and $400,000 funded through the State Local Partnership Program, which will be administered by California Department of Transportation.

2. Approve Construction Funding Agreement C13060 in the amount of $300,000 with the City of Twentynine Palms for construction of improvements on State Route 62 between Canyon Road and Sunrise Road.

3. Approve a budget amendment to increase Task No. 0516, Measure I Mountain/Desert Apportionment and Allocation, from $1,250,000 to $1,750,000 to be funded by $500,000 of Measure I Morongo Basin Subarea - Major Local Highway Program funds.

Background: **National Park Drive.** In October 2012, The City of Twentynine Palms nominated the National Park Drive project as one of their Major Local Highway Program (MLHP) projects in the Morongo Basin subarea. The project was also identified as a project eligible for State Local Partnership Program (SLPP) funds.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

BRD1303f-az

http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C13059.doc
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C13060.doc

On November 7, 2012, the Board of Directors approved the allocation of $200,000 MLHP and $400,000 SLPP funds toward the estimated project construction cost of $850,000, with the City of Twentynine Palms contributing the balance.

National Park Drive is the main entrance to Joshua Tree National Park, connecting State Route 62 (SR 62)with the Visitor Center. The project is Phase 2 of a two phase project; Phase 1 was completed in September 2012. The purpose of the project is to construct curbs and gutters, drainage improvements, and sidewalks/bike path to provide access to the Joshua Tree National Park Visitor Center. The City anticipates awarding the construction contract by the end of July 2013, with construction completion expected by October 2013.

State Route 62: Canyon Road to Sunrise Road. In September 2009, the City of Twentynine Palms nominated the SR 62/Canyon Road to Sunrise Road projectas a project eligible for MLHP funds. On January 11, 2012, the City of Twentynine Palms formally requested MLHP funds for the project.

On September 5, 2012, the Board of Directors allocated $300,000 in Morongo Basin MLHP funds to the City of Twentynine Palms for the project.

Note that the item presented to the Mountain/Desert Committee on February 15, 2013, referenced Task No. 1002, Morongo Basin Reimbursement Projects. The recommendation has been updated to reflect a consolidated Task No. 0516, Measure I Mountain/Desert Apportionment and Allocation, rather than tasks specific to each subarea.

Financial Impact: This item is not consistent with the Fiscal Year 2012/2013 budget. A budget amendment is required to increase Task No. 0516 from $1,250,000 to $1.750,000 to be funded by $500,000 Measure I Morongo Basin Subarea – Major Local Highway Program funds. The State Local Partnership Program funds will not flow through the San Bernardino Associated Governments (SANBAG) budget.

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

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

BRD1303f-az

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 13059 Amendment No. _____

By and Between

San Bernardino County Transportation Authority and City of Twentynine Palms

Contract Description The Construction Phase of National Park Drive Street Improvements Project, Phase 2 in the City of Twentynine Palms

Board of Director's Meeting Date: 3/6/13
Overview of BOD Action: Approve funding agreement and add Task No. 0899.

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

CONTRACT OVERVIEW

Original Contract Amount	$	200,000.00	**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	$	200,000.00	**TOTAL CONTINGENCY VALUE**	$	0.00
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	200,000.00

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
03/06/13	10/01/16	

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

FINANCIAL INFORMATION

☐ Budget authority for this contract currently exists in Task No. 1002
☒ A Budget Amendment is required.
How are we funding current FY? Measure I Morongo Basin Subarea MLHP

☐ 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 Morongo Basin Subarea MLHP
☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

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

Ellen Pollema	Ellen Pollema	1/22/13
Project Manager (Print Name)	Signature	Date
Andrea Zureick	Andrea Zureick	1/24/13
Task Manager (Print Name)	Signature	Date
Andrea Zureick	Andrea Zureick	1/24/13
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
Jeffery Hill	[illegible]	1/28/13
Contract Administrator (Print Name)	Signature	Date
W. Stawarski	[illegible]	2/5/13
Chief Financial Officer (Print Name)	Signature	Date

PROJECT FUNDING AGREEMENT NO. C13059

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF TWENTYNINE PALMS

FOR

THE CONSTRUCTION PHASE OF
NATIONAL PARK DRIVE STREET IMPROVEMENTS PROJECT, PHASE 2
IN THE CITY OF TWENTYNINE PALMS

THIS Project Funding Agreement ("Agreement") is made and entered into this _____ day of _____ by and between the San Bernardino County Transportation Authority (hereinafter referred to as "AUTHORITY") and the CITY OF TWENTYNINE PALMS (hereinafter referred to as "CITY"). AUTHORITY and CITY shall be individually or collectively, as applicable, known as "Party" or "Parties."

RECITALS

A. The Measure I 2010-2040 Expenditure Plan and the Mountains Subarea transportation planning partners have identified projects eligible for partial funding from Measure I 2010-2040 Rural Mountain/Desert Subarea Major Local Highway Program ("MLHP") funds and Proposition 1B State Local Partnership Program ("SLPP") formula funds;

B. The National Park Drive Street Improvements Project, Phase 2 in the City of Twentynine Palms ("PROJECT") is one of the projects identified as eligible for such funding and is described more fully in Attachment A;

C. AUTHORITY has determined that the PROJECT is eligible to receive the Rural Mountains Subarea MLHP funds and Proposition 1B SLPP formula funds for the construction phase of work (hereinafter referred to as "PHASE");

D. On November 7, 2012, AUTHORITY's Board of Directors approved allocation of $200,000 in Rural Mountains Subarea MLHP funds and an additional $400,000 in SLPP funds to CITY for the PROJECT PHASE;

E. This Agreement is to be carried out in accordance with the policies in the Measure I 2010-2040 Strategic Plan;

F. Parties desire to proceed with the PROJECT in a timely manner;

G. This Agreement is intended to delineate the duties and funding responsibilities of the Parties for the PROJECT PHASE; and

H. AUTHORITY and CITY are entering into this Agreement with the understanding that AUTHORITY will reimburse CITY for eligible PROJECT PHASE expenditures with MLHP funds and the California Department of Transportation (hereinafter referred to as "CALTRANS") will reimburse CITY for eligible PROJECT PHASE expenditures with SLPP formula funds.

NOW, THEREFORE, AUTHORITY and CITY agree to the following:

SECTION I

AUTHORITY AGREES:

1. To reimburse CITY for the actual cost of the PROJECT PHASE up to a maximum of $200,000 in MLHP Funds. An estimate of costs for the PROJECT PHASE is provided in Attachment B. AUTHORITY shall have no further responsibilities to provide any funding for PROJECT exceeding this amount.

2. To reimburse CITY within 30 days after CITY submits an original and two copies of the signed invoices in the proper form covering those actual allowable PROJECT PHASE expenditures that were incurred by CITY up to a maximum of $200,000, consistent with the invoicing requirements of the Measure I 2010-2040 Strategic Plan, including backup information. Invoices may be submitted to AUTHORITY as frequently as monthly.

3. When conducting an audit of the costs claimed under the provisions of this Agreement, to rely to the maximum extent possible on any prior audit of CITY performed pursuant to the provisions of State and Federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to AUTHORITY when planning and conducting additional audits.

4. AUTHORITY shall assign a project liaison for the purpose of attending Project Development Team (PDT) meetings.

SECTION II

CITY AGREES:

1. To be the lead agency for this PROJECT and to diligently undertake and complete in a timely manner the Scope of Work for the PROJECT as shown in Attachment A.

2. To be responsible for expending that portion of the eligible PROJECT expenses that are incurred by CITY, subject to reimbursement by AUTHORITY hereunder, for an amount not to exceed $200,000 in MLHP Funds, and are reimbursable by AUTHORITY in accordance with Section I, Paragraph 2. Expenses relative to time spent on the PROJECT PHASE by CITY are considered eligible PROJECT PHASE expenses and may be charged to the PROJECT PHASE funds subject to AUTHORITY's guidelines.

3. To work with CALTRANS to allocate $400,000 in Proposition 1B SLPP Funds with reimbursement to be provided by CALTRANS for the Proposition 1B SLPP Funds per CALTRANS' guidelines. Expenses relative to time spent on the PROJECT PHASE by CITY are considered eligible PROJECT PHASE expenses and may be charged to the PROJECT funds subject to CALTRANS' guidelines.

4. To abide by all AUTHORITY, CITY, County, State, and Federal laws, regulations, policies and procedures pertaining to the PROJECT.

5. To prepare and submit to AUTHORITY an original and two copies of signed invoices for reimbursement of eligible PROJECT PHASE expenses. Invoices may be submitted to AUTHORITY as frequently as monthly.

6. To maintain all source documents, books and records connected with its performance under this Agreement for a minimum of five (5) years from the date of the Final Report of Expenditures submittal to AUTHORITY or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of AUTHORITY during normal business hours at CITY's City Hall. Copies will be made and furnished by CITY upon written request by AUTHORITY or CALTRANS.

7. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support CITY's requests for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by CITY.

8. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible PROJECT costs expended for those activities described in the work activities, and to submit that Final Report of Expenditures and final invoice no later than 120 days following the completion of those expenditures. An original and two copies of the Final Report of Expenditures shall be submitted to AUTHORITY and must state that these PROJECT funds were used in conformance with this Agreement and for those PROJECT-specific work activities described.

9. To cooperate in having a PROJECT-specific audit completed by AUTHORITY, at AUTHORITY's option and expense, upon completion of the PROJECT. The audit must state that all funds expended on the PROJECT were used in conformance with this Agreement.

10. To repay to AUTHORITY any reimbursement for Measure I costs that are determined by subsequent audit to be unallowable within one hundred twenty (120) days of CITY receiving notice of audit findings, which time shall include an opportunity for CITY to respond to and/or resolve the findings. Should the findings not be otherwise resolved and CITY fail to reimburse moneys due AUTHORITY within one hundred twenty (120) days of audit findings, or within such other period as may be agreed between both Parties, the AUTHORITY reserves the right to withhold future payments due CITY from any source under AUTHORITY's control.

11. To include AUTHORITY in Project Development Team (PDT) meetings if and when such meetings are held and in related communications on PROJECT progress, to provide at least quarterly schedule updates to AUTHORITY, and to consult with AUTHORITY on critical issues relative to the PROJECT.

12. As an eligible PROJECT expense, to post signs at the boundaries of the PROJECT noting that PROJECT is funded with Measure I funds. Signs shall bear the logos of AUTHORITY and CITY.

SECTION III

IT IS MUTUALLY AGREED:

1. To abide by all applicable Federal, State and Local laws and regulations pertaining to the PROJECT PHASE, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the Effective Date of this Agreement.

2. The final PROJECT cost may ultimately exceed current estimates of PROJECT cost. Any additional eligible costs resulting from unforeseen conditions over the estimated total of the PROJECT cost, shall be borne by

CITY unless prior authorization has been approved by the AUTHORITY Board of Directors pursuant to Section III, Paragraph 3 of this Agreement;

3. In the event CITY determines PROJECT work may exceed the not to exceed amount identified in Section I, Paragraph 1, CITY shall inform AUTHORITY of this determination and thereafter the Parties shall work together in an attempt to agree upon an amendment to the PROJECT amounts identified in this Agreement. In no event, however, shall AUTHORITY be responsible for PROJECT costs in excess of the PROJECT amounts identified herein absent a written amendment to this Agreement that is approved by the Parties.

4. Eligible PROJECT reimbursements shall include only those costs incurred by CITY for PROJECT-specific work activities that are described in this Agreement and shall not include escalation or interest.

5. Neither AUTHORITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless AUTHORITY, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. CITY's indemnification obligation applies to AUTHORITY's "active" as well as "passive" negligence but does not apply to AUTHORITY's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

6. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, AUTHORITY shall fully defend, indemnify and save harmless CITY , its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement. AUTHORITY's indemnification obligation applies to CITY's "active" as well as "passive" negligence but does not apply to CITY's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

7. This Agreement will be considered terminated upon reimbursement of eligible costs by AUTHORITY or October 1, 2016, whichever is sooner, provided that the provisions of Paragraphs 6, 7, 8, 9 and 10 of Section II, and Paragraphs 5 and 6 of Section III, shall survive the termination of this Agreement. The Agreement may also be terminated by AUTHORITY, in its sole discretion, in the event the PROJECT work described in Attachment A has not been initiated or let by CITY within twelve (12) months of the Effective Date of this Agreement.

8. AUTHORITY may terminate this Agreement if CITY fails to perform according to the terms of this Agreement and if this failure jeopardizes the delivery of the PROJECT according to the terms herein.

9. The Recitals to this Agreement are true and correct and are incorporated into this Agreement.

10. Attachment A, The Construction Phase of The National Park Drive Street Improvements Project, Phase 2 (Description of Project and Milestones), and Attachment B, The Construction Phase of The National Park Drive Street Improvement Project (Summary of Estimated Construction Phase), are attached to and incorporated into this Agreement.

11. This Agreement is effective and shall be dated on the date executed by AUTHORITY.

----------SIGNATURES ON FOLLOWING PAGE----------

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
Janice Rutherford, Chairperson

Date: _____

APPROVED AS TO FORM AND PROCEDURE:

By: _____
Eileen Monaghan Teichert
AUTHORITY General Counsel

Date: _____

By: _____
Jeffery Hill
Contract Administrator

Date: _____

CITY OF TWENTYNINE PALMS

By: _____
Joel Klink
Mayor

Date: 1-8-2013

APPROVED AS TO FORM AND PROCEDURE:

By: _____
CITY Counsel

Attachment A

NATIONAL PARK DRIVE STREET IMPROVEMENT PROJECT, PHASE 2

Description of Project and Milestones

Project Title
National Park Drive, Street Improvement Project- Phase 2

Location, Project Limits, Description, Scope of Work, Legislative Description
in the City of Twentynine Palms, on National Park Drive from SR-62 to the Joshua Tree National Park Visitor's Center, construct concrete curb and gutter, combination sidewalk/bike path, curb ramps, and asphalt concrete pavement between existing pavement edge and new gutter, all on the east and north side of National Park Drive (street alignment is partially in a NW-SE direction and the rest in a E-W direction).

Component	Implementing Agency	Reimbursements
PA&ED	City of Twentynine Palms	
PS&E	City of Twentynine Palms	
Right of Way	City of Twentynine Palms	
Construction	City of Twentynine Palms	

Legislative Districts			
Assembly:	65	Senate:	18
Congressional:	41		

Purpose and Need
National Park Drive is major divided arterial connecting SR62 to the Joshua Tree National Park Visitor Center. The project is Ph 2 of a two phase project - Ph 1 was completed Sept 2012. The purpose of the project is to construct curbs and gutter, which provides much needed drainage improvements in the area, and sidewalks/bike path, which provide ped/bike access to the Visitor's Center. These new sidewalk/bike paths will connect to existing bike lanes on Utah Trail at the easterly project limits. Construction includes much needed pavement surface rehabilitation for the vehicular traffic. This project supports the City of Twentynine Palms Arterial System Circulation Element and Bicycle Path Circulation Element.

Project Benefits
The objective of this project is to improve and enhance safety for motorists, pedestrians and bicyclists, which will also improve the quality and efficiency of the roadway network. The addition of these pedestrian and bicycle facilities provides additional modes of transportation to a National Park visitor center. The addition of concrete curbs and gutters will not only provide flood protection to the existing edge of the street pavement but also adjacent private property.

Project Milestone			Proposed
Project Study Report Approved			N/A
Begin Environmental (PA&ED) Phase			N/A
Circulate Draft Environmental Document	Document Type	CE	N/A
Draft Project Report			N/A
End Environmental Phase (PA&ED Milestone)			09/12/12
Begin Design (PS&E) Phase			09/01/12
End Design Phase (Ready to List for Advertisement Milestone)			12/31/12

Begin Right of Way Phase	N/A
End Right of Way Phase (Right of Way Certification Milestone)	N/A
Begin Construction Phase (Contract Award Milestone)	07/31/13
End Construction Phase (Construction Contract Acceptance Milestone)	09/30/13
Begin Closeout Phase	10/01/13
End Closeout Phase (Closeout Report)	11/01/13

ATTACHMENT B

NATIONAL PARK DRIVE STREET IMPROVEMENTS PROJECT, CITY OF TWENTYNINE PALMS

Summary of Estimated Construction Costs

Project Phase Funding Table

Component	Total Cost	AUTHORITY SHARE* – SLPP Funds	AUTHORITY SHARE* - MLHP Funds	CITY Local Measure I Funds	DEMO FUNDS
Construction Phase	$850,000	$400,000	$200,000	$250,000	$850,000
Total	$850,000	$400,000	$200,000	$250,000	$850,000

*AUTHORITY's Share can be from sources under control of AUTHORITY including but not limited to Measure I Major/Local Highways program, and State Transportation Improvement Program (STIP), Surface Transportation Program (STP), or State/Local Partnership Program (SLPP) funds without necessitating an amendment of this agreement.

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 13060 Amendment No. _____

By and Between

San Bernardino County Transportation Authority and City of Twentynine Palms

Contract Description The Construction Phase of State Route 62: Canyon Road to Sunrise Road in the City of Twentynine Palms

Board of Director's Meeting Date: 3/6/13
Overview of BOD Action: Approve funding agreement and add Task No. 0892.

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

CONTRACT OVERVIEW

Original Contract Amount	$	300,000.00	**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	$	300,000.00	**TOTAL CONTINGENCY VALUE**	$	0.00
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	300,000.00

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
03/06/13	12/31/13	

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

FINANCIAL INFORMATION

☐ Budget authority for this contract currently exists in Task No. 1002
☒ A Budget Amendment is required.
How are we funding current FY? Measure I Morongo Basin Subarea MLHP

☐ 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 Morongo Basin Subarea MLHP
☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

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

Ellen Pollema Project Manager (Print Name)	Ellen Pollema Signature	1/22/13 Date
Andrea Zureick Task Manager (Print Name)	Andrea Zureick Signature	1/24/13 Date
Andrea Zureick Dir. of Fund Admin. & Programming (Print Name)	Andrea Zureick Signature	1/24/13 Date
Jeffery Hill Contract Administrator (Print Name)	[illegible] Signature	1/29/13 Date
W. Smith Chief Financial Officer (Print Name)	[illegible] Signature	2/5/13 Date

PROJECT FUNDING AGREEMENT NO. C13060

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF TWENTYNINE PALMS

FOR

THE CONSTRUCTION PHASE OF
STATE ROUTE 62: CANYON ROAD TO SUNRISE ROAD
IN THE CITY OF TWENTYNINE PALMS

THIS Project Funding Agreement ("Agreement") is made and entered into this _____ day of _____ by and between the San Bernardino County Transportation Authority (hereinafter referred to as "AUTHORITY") and the CITY OF TWENTYNINE PALMS (hereinafter referred to as "CITY"). AUTHORITY and CITY shall be individually or collectively, as applicable, known as "Party" or "Parties."

RECITALS

A. The Measure I 2010-2040 Expenditure Plan and the Mountains Subarea transportation planning partners have identified projects eligible for partial funding from Measure I 2010-2040 Rural Mountain/Desert Subarea Major Local Highway Program ("MLHP");

B. The Construction Phase of State Route 62: Canyon Road to Sunrise Road Project in the City of Twentynine Palms ("PROJECT") is one of the projects identified as eligible for such funding and is described more fully in Attachment A;

C. AUTHORITY has determined that the PROJECT is eligible to receive the Rural Mountains Subarea MLHP funds for the construction phase of work (hereinafter referred to as "PHASE");

D. On September 5, 2012, AUTHORITY's Board of Directors approved allocation of $300,000 in Rural Mountains Subarea MLHP to CITY for the PROJECT PHASE;

E. This Agreement is to be carried out in accordance with the policies in the Measure I 2010-2040 Strategic Plan;

F. Parties desire to proceed with the PROJECT in a timely manner;

G. This Agreement is intended to delineate the duties and funding responsibilities of the Parties for the PROJECT PHASE; and

H. AUTHORITY and CITY are entering into this Agreement with the understanding that AUTHORITY will reimburse CITY eligible PROJECT PHASE expenditures with MLHP funds.

NOW, THEREFORE, AUTHORITY and CITY agree to the following:

SECTION I

AUTHORITY AGREES:

1. To reimburse CITY for the actual cost of the PROJECT PHASE up to a maximum of $300,000 in MLHP Funds. An estimate of costs for the PROJECT PHASE is provided in Attachment B. AUTHORITY shall have no further responsibilities to provide any funding for PROJECT exceeding this amount.

2. To reimburse CITY within 30 days after CITY submits an original and two copies of the signed invoices in the proper form covering those actual allowable PROJECT PHASE expenditures that were incurred by CITY up to a maximum of $300,000, consistent with the invoicing requirements of the Measure I 2010-2040 Strategic Plan, including backup information. Invoices may be submitted to AUTHORITY as frequently as monthly.

3. When conducting an audit of the costs claimed under the provisions of this Agreement, to rely to the maximum extent possible on any prior audit of CITY performed pursuant to the provisions of State and Federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to AUTHORITY when planning and conducting additional audits.

4. AUTHORITY shall assign a project liaison for the purpose of attending Project Development Team (PDT) meetings.

SECTION II

CITY AGREES:

1. To work with CALTRANS, the lead agency for this PROJECT, to assist them with the completion of the Scope of Work for the PROJECT as shown in Attachment A.

2. To be responsible for expending that portion of the eligible PROJECT expenses that are incurred by CITY, subject to reimbursement by AUTHORITY hereunder, for an amount not to exceed $300,000 in MLHP Funds, and are reimbursable by AUTHORITY in accordance with Section I, Paragraph 2. Expenses relative to time spent on the PROJECT PHASE by CITY are considered eligible PROJECT PHASE expenses and may be charged to the PROJECT PHASE funds subject to AUTHORITY's guidelines.

3. To abide by all AUTHORITY, CITY, County, State, and Federal laws, regulations, policies and procedures pertaining to the PROJECT.

4. To prepare and submit to AUTHORITY an original and two copies of signed invoices for reimbursement of eligible PROJECT PHASE expenses. Invoices may be submitted to AUTHORITY as frequently as monthly.

5. To maintain all source documents, books and records connected with its performance under this Agreement for a minimum of five (5) years from the date of the Final Report of Expenditures submittal to AUTHORITY or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of AUTHORITY during normal business hours at CITY's City Hall. Copies will be made and furnished by CITY upon written request by AUTHORITY.

6. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support CITY's requests for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by CITY.

7. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible PROJECT costs expended for those activities described in the work activities, and to submit that Final Report of Expenditures and final invoice no later than 120 days following the completion of those expenditures. An original and two copies of the Final Report of Expenditures shall be submitted to AUTHORITY and must state that these PROJECT funds were used in conformance with this Agreement and for those PROJECT-specific work activities described.

8. To cooperate in having a PROJECT-specific audit completed by AUTHORITY, at AUTHORITY's option and expense, upon completion of the PROJECT. The audit must state that all funds expended on the PROJECT were used in conformance with this Agreement.

9. To repay to AUTHORITY any reimbursement for Measure I costs that are determined by subsequent audit to be unallowable within one hundred twenty (120) days of CITY receiving notice of audit findings, which time shall include an opportunity for CITY to respond to and/or resolve the findings. Should the findings not be otherwise resolved and CITY fail to reimburse moneys due AUTHORITY within one hundred twenty (120) days of audit findings, or within such other period as may be agreed between both Parties, the AUTHORITY reserves the right to withhold future payments due CITY from any source under AUTHORITY's control.

10. To include AUTHORITY in Project Development Team (PDT) meetings if and when such meetings are held and in related communications on PROJECT progress, to provide at least quarterly schedule updates to AUTHORITY, and to consult with AUTHORITY on critical issues relative to the PROJECT.

11. As an eligible PROJECT expense, to post signs at the boundaries of the PROJECT noting that PROJECT is funded with Measure I funds. Signs shall bear the logos of AUTHORITY and CITY.

SECTION III

IT IS MUTUALLY AGREED:

1. To abide by all applicable Federal, State and Local laws and regulations pertaining to the PROJECT PHASE, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the Effective Date of this Agreement.

2. The final PROJECT cost may ultimately exceed current estimates of PROJECT cost. Any additional eligible costs resulting from unforeseen conditions over the estimated total of the PROJECT cost, shall be borne by CITY unless prior authorization has been approved by the AUTHORITY Board of Directors pursuant to Section III, Paragraph 3 of this Agreement;

3. In the event CITY determines PROJECT work may exceed the not to exceed amount identified in Section I, Paragraph 1, CITY shall inform AUTHORITY of this determination and thereafter the Parties shall work together in an attempt to agree upon an amendment to the PROJECT amounts identified in this Agreement. In no event, however, shall AUTHORITY be responsible for

PROJECT costs in excess of the PROJECT amounts identified herein absent a written amendment to this Agreement that is approved by the Parties.

4. Eligible PROJECT reimbursements shall include only those costs incurred by CITY for PROJECT-specific work activities that are described in this Agreement and shall not include escalation or interest.

5. Neither AUTHORITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless AUTHORITY, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. CITY's indemnification obligation applies to AUTHORITY's "active" as well as "passive" negligence but does not apply to AUTHORITY's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

6. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, AUTHORITY shall fully defend, indemnify and save harmless CITY , its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement. AUTHORITY's indemnification obligation applies to CITY's "active" as well as "passive" negligence but does not apply to CITY's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

7. This Agreement will be considered terminated upon reimbursement of eligible costs by AUTHORITY or April 1, 2017, whichever is sooner, provided that the provisions of Paragraphs 6, 7, 8, 9 and 10 of Section II, and Paragraphs 5 and 6 of Section III, shall survive the termination of this Agreement. The Agreement may also be terminated by AUTHORITY, in its sole discretion, in the event the PROJECT work described in Attachment A has not been initiated or let by CITY within twelve (12) months of the Effective Date of this Agreement.

8. AUTHORITY may terminate this Agreement if CITY fails to perform according to the terms of this Agreement and if this failure jeopardizes the delivery of the PROJECT according to the terms herein.

9. The Recitals to this Agreement are true and correct and are incorporated into this Agreement.

10. Attachment A, The Construction Phase of the State Route 62: Canyon Road to Sunrise Road PROJECT (Description of Project and Milestones), and Attachment B, The Construction Phase of the State Route 62: Canyon Road to Sunrise Road PROJECT (Summary of Estimated Construction Costs), are attached to and incorporated into this Agreement.

11. This Agreement is effective and shall be dated on the date executed by AUTHORITY.

----------SIGNATURES ON FOLLOWING PAGE----------

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
Janice Rutherford, Chairperson

Date: _____

CITY OF TWENTYNINE PALMS

By: _____
Joel Klink
Mayor

Date: 1-8-2013

APPROVED AS TO FORM AND PROCEDURE:

By: _____
Eileen Monaghan Teichert
AUTHORITY General Counsel

Date: _____

By: _____
Jeffery Hill
Contract Administrator

Date: _____

APPROVED AS TO FORM AND PROCEDURE:

By: _____
CITY Counsel

Attachment A

THE CONSTRUCTION PHASE OF STATE ROUTE 62: CANYON ROAD TO SUNRISE ROAD

Description of Project and Milestones

Project Title
SR62: Canyon Road to Sunrise Road
Location, Project Limits, Description, Scope of Work, Legislative Description
in the City of Twentynine Palms, on SR62 from Canyon Road to Sunrise Road the construction of the addition of a two-way turn lane and widening of shoulders.

Component	Implementing Agency	Reimbursements
PA&ED	CALTRANS	
PS&E	CALTRANS	
Right of Way	CALTRANS	
Construction	CALTRANS	

Legislative Districts			
Assembly:	65	Senate:	18
Congressional:	41		

Purpose and Need

Project Benefits

Project Milestone			Proposed
Project Study Report Approved			
Begin Environmental (PA&ED) Phase			
Circulate Draft Environmental Document	Document Type	CE	
Draft Project Report			
End Environmental Phase (PA&ED Milestone)			
Begin Design (PS&E) Phase			
End Design Phase (Ready to List for Advertisement Milestone)			
Begin Right of Way Phase			
End Right of Way Phase (Right of Way Certification Milestone)			
Begin Construction Phase (Contract Award Milestone)			
End Construction Phase (Construction Contract Acceptance Milestone)			12/31/12
Begin Closeout Phase			
End Closeout Phase (Closeout Report)			

ATTACHMENT B

THE CONSTRUCTION PHASE OF STATE ROUTE 62: CANYON ROAD TO SUNRISE ROAD

Summary of Estimated Construction Costs

Project Phase Funding Table

Component	Total Cost	STATE CALTRANS SHARE– Funds	AUTHORITY SHARE* - MLHP Funds	CITY Local Measure I Funds
All Phases	$2,054,302	$1,754,302	$300,000	$0
Total	$2,054,302	$1,754,302	$300,000	$0

*AUTHORITY's Share can be from sources under control of AUTHORITY including but not limited to Measure I Major/Local Highways program, Corridor Mobility Improvement Account (CMIA) funds, and State Transportation Improvement Program (STIP), Surface Transportation Program (STP), or State/Local Partnership Program (SLPP) funds without necessitating an amendment of this agreement.

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: March 6, 2013

Subject: Major Local Highway Program and State Local Partnership Program Funding Agreements for the Town of Yucca Valley

Recommendation:*

1. Approve Construction Phase Funding Agreement C13056 in the amount of $858,000 with the Town of Yucca Valley for the State Route 62, Apache Trail to Palm Avenue Project, with $135,000 funded by Major Local Highway Program funds and $723,000 funded through the State Local Partnership Program, which will be administered by California Department of Transportation.

2. Approve Construction Phase Funding Agreement C13057 in the amount of $868,000 with the Town of Yucca Valley for the State Route 62, LaHonda Way to Dumosa Avenue Project, with $90,000 funded by Major Local Highway Program funds and $778,000 funded through the State Local Partnership Program, which will be administered by California Department of Transportation.

3. Approve a budget amendment to increase Task No. 0516, Measure I Mountain/Desert Apportionment and Allocation, from $1,750,000 to $1,975,000 to be funded with $225,000 of Measure I Morongo Basin Subarea – Major Local Highway Program funds.

Background: In September 2009, representatives of all agencies in the Morongo Basin subarea met and nominated projects to be eligible for regional funds. The Town of Yucca Valley nominated safety projects along State Route 62. In June 2012, the Town

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

BRD1303g-az

http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C13056.doc
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C13057.doc

of Yucca Valley formally requested Major Local Highway Program (MLHP) funds for two segments along State Route 62 in their community, Apache to Palm and LaHonda to Dumosa.

Apache Trail to Palm Avenue. The State Route 62 (SR62) project between Apache and Palm was nominated by the Town of Yucca Valley as a candidate for Morongo Basin MLHP funds and State Local Partnership Program (SLPP) funds. The Project will construct traffic and pedestrian safety improvements, utility undergrounding, raised landscaped median islands, sidewalks, and drainage improvements.

On September 5, 2012, the Board of Directors allocated $135,000 in MLHP funds and $723,000 in SLPP funds to the SR62/Apache to Palm Project.

LaHonda Way to Dumosa Avenue. The SR62 project between LaHonda Way and Dumosa Avenue was nominated by the Town of Yucca Valley as a candidate for Morongo Basin MLHP funds and SLPP funds. The Project will construct traffic and pedestrian safety improvements, utility undergrounding, raised landscaped median islands, sidewalks, and drainage improvements.

On September 5, 2012, the Board of Directors allocated $90,000 in MLHP funds and $778,000 in SLPP funds to the SR62/LaHonda to Dumosa Project.

Note that the item presented to the Mountain/Desert Committee on February 15, 2013, referenced Task No. 1002, Morongo Basin Reimbursement Projects. The recommendation has been updated to reflect a consolidated Task No. 0516, Measure I Mountain/Desert Apportionment and Allocation, rather than tasks specific to each subarea.

Financial Impact: The item is not consistent with the Fiscal Year 2012/2013 budget. A budget amendment is required to increase Task No. 0516 from $1,750,000 to $1,975,000 to be funded by $225,000 Measure I Morongo Basin Subarea – Major Local Highway Program funds. The State Local Partnership Program funds will not flow through the San Bernardino Associated Governments (SANBAG) budget.

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

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

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 13056 Amendment No. _____

By and Between

San Bernardino County Transportation Authority and Town of Yucca Valley

Contract Description The Construction Phase of the State Route 62: Apache Trail to Palm Avenue Project

Board of Director's Meeting Date: 3/6/13
Overview of BOD Action: Approve funding agreement and add task 0893.

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

CONTRACT OVERVIEW

Original Contract Amount	$	135,000.00	**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	$	135,000.00	**TOTAL CONTINGENCY VALUE**	$	0.00
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	135,000.00

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
03/06/13	12/01/17	

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

FINANCIAL INFORMATION

☐ Budget authority for this contract currently exists in Task No. 1002
☒ A Budget Amendment is required.
How are we funding current FY? Measure I Morongo Basin subarea MLHP

☐ 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 Morongo Basin subarea MLHP
☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

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

Ellen Pollema Project Manager (Print Name)	Ellen Pollema Signature	1/22/13 Date
Andrea Zureick Task Manager (Print Name)	Andrea Zureick Signature	1/24/13 Date
Andrea Zureick Dir. of Fund Admin. & Programming (Print Name)	Andrea Zureick Signature	1/24/13 Date
Jeffery Hill Contract Administrator (Print Name)	[signature] Signature	1/28/13 Date
D. Stewart Chief Financial Officer (Print Name)	[signature] Signature	2/5/13 Date

PROJECT FUNDING AGREEMENT C13056

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

TOWN OF TOWN OF YUCCA VALLEY

FOR

THE CONSTRUCTION PHASE OF THE STATE ROUTE 62: APACHE TRAIL TO PALM AVENUE PROJECT

THIS Project Funding Agreement ("Agreement") is made and entered into this _____ day of _____ by and between the San Bernardino County Transportation Authority (hereinafter referred to as "AUTHORITY") and the TOWN OF YUCCA VALLEY (hereinafter referred to as "TOWN"). AUTHORITY and TOWN shall be individually or collectively, as applicable, known as "Party" or "Parties."

RECITALS

A. The Measure I 2010-2040 Expenditure Plan and the Mountains Subarea transportation planning partners have identified projects eligible for partial funding from Measure I 2010-2040 Rural Mountain/Desert Subarea Major Local Highway Program ("MLHP") funds and Proposition 1B State Local Partnership Program ("SLPP") formula funds;

B. The Construction Phase of the State Route 62: Apache Trail to Palm Avenue Project in the TOWN ("PROJECT") is one of the projects identified as eligible for such funding and is described more fully in Attachment A;

C. AUTHORITY has determined that the PROJECT is eligible to receive the Rural Mountains Subarea MLHP funds and Proposition 1B SLPP formula funds for the construction phase of work (hereinafter referred to as "PHASE");

D. On September 5, 2012, AUTHORITY's Board of Directors approved allocation of $135,000 in Rural Mountains Subarea MLHP funds and an additional $723,000 in SLPP funds to TOWN for the PROJECT PHASE;

E. This Agreement is to be carried out in accordance with the policies in the Measure I 2010-2040 Strategic Plan;

F. Parties desire to proceed with the PROJECT in a timely manner;

G. This Agreement is intended to delineate the duties and funding responsibilities of the Parties for the PROJECT PHASE; and

H. AUTHORITY and TOWN are entering into this Agreement with the understanding that AUTHORITY will reimburse TOWN for eligible PROJECT PHASE expenditures with MLHP funds and the California Department of Transportation (hereinafter referred to as "CALTRANS") will reimburse TOWN for eligible PROJECT PHASE expenditures with SLPP formula funds.

NOW, THEREFORE, AUTHORITY and TOWN agree to the following:

SECTION I

AUTHORITY AGREES:

1. To reimburse TOWN for the actual cost of the PROJECT PHASE up to a maximum of $135,000 in MLHP Funds. An estimate of costs for the PROJECT PHASE is provided in Attachment B. AUTHORITY shall have no further responsibilities to provide any funding for PROJECT exceeding this amount.

2. To reimburse TOWN within 30 days after TOWN submits an original and two copies of the signed invoices in the proper form covering those actual allowable PROJECT PHASE expenditures that were incurred by TOWN up to a maximum of $135,000, consistent with the invoicing requirements of the Measure I 2010-2040 Strategic Plan, including backup information. Invoices may be submitted to AUTHORITY as frequently as monthly.

3. When conducting an audit of the costs claimed under the provisions of this Agreement, to rely to the maximum extent possible on any prior audit of TOWN performed pursuant to the provisions of State and Federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to AUTHORITY when planning and conducting additional audits.

4. AUTHORITY shall assign a project liaison for the purpose of attending Project Development Team (PDT) meetings.

SECTION II

TOWN AGREES:

1. To be the lead agency for this PROJECT and to diligently undertake and complete in a timely manner the Scope of Work for the PROJECT as shown in Attachment A.

2. To be responsible for expending that portion of the eligible PROJECT expenses that are incurred by TOWN,subject to reimbursement by AUTHORITY hereunder, for an amount not to exceed $135,000 in MLHP Funds, and are reimbursable by AUTHORITY in accordance with Section I, Paragraph 2. Expenses relative to time spent on the PROJECT PHASE by TOWN are considered eligible PROJECT PHASE expenses and may be charged to the PROJECT PHASE funds subject toAUTHORITY's guidelines.

3. To work with CALTRANS to allocate $723,000 in Proposition 1B SLPP Funds with reimbursement to be provided by CALTRANS for the Proposition 1B SLPP Funds per CALTRANS' guidelines. Expenses relative to time spent on the PROJECT PHASE by TOWN are considered eligible PROJECT PHASE expenses and may be charged to the PROJECT funds subject to CALTRANS' guidelines.

4. To abide by all AUTHORITY, TOWN, County, State, and Federal laws, regulations, policies and procedures pertaining to the PROJECT.

5. To prepare and submit to AUTHORITY an original and two copies of signed invoices for reimbursement of eligible PROJECT PHASE expenses. Invoices may be submitted to AUTHORITY as frequently as monthly.

6. To maintain all source documents, books and records connected with its performance under this Agreement for a minimum of five (5) years from the date of the Final Report of Expenditures submittal to AUTHORITY or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of AUTHORITY during normal business hours at TOWN's TOWN Hall. Copies will be made and furnished by TOWN upon written request by AUTHORITY or CALTRANS.

7. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support TOWN's requests for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by TOWN.

8. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible PROJECT costs expended for those activities described in the work activities, and to submit that Final Report of Expenditures and final invoice no later than 120 days following the completion of those expenditures. An original and two copies of the Final Report of Expenditures shall be submitted to AUTHORITY and must state that these PROJECT funds were used in conformance with this Agreement and for those PROJECT-specific work activities described.

9. To cooperate in having a PROJECT-specific audit completed by AUTHORITY, at AUTHORITY's option and expense, upon completion of the PROJECT. The audit must state that all funds expended on the PROJECT were used in conformance with this Agreement.

10. To repay to AUTHORITY any reimbursement for Measure I costs that are determined by subsequent audit to be unallowable within one hundred twenty (120) days of TOWN receiving notice of audit findings, which time shall include an opportunity for TOWN to respond to and/or resolve the findings. Should the findings not be otherwise resolved and TOWN fail to reimburse moneys due AUTHORITY within one hundred twenty (120) days of audit findings, or within such other period as may be agreed between both Parties, the AUTHORITY reserves the right to withhold future payments due TOWN from any source under AUTHORITY's control.

11. To include AUTHORITY in Project Development Team (PDT) meetings if and when such meetings are held and in related communications on PROJECT progress, to provide at least quarterly schedule updates to AUTHORITY, and to consult with AUTHORITY on critical issues relative to the PROJECT.

12. As an eligible PROJECT expense, to post signs at the boundaries of the PROJECT noting that PROJECT is funded with Measure I funds. Signs shall bear the logos of AUTHORITY and TOWN.

SECTION III

IT IS MUTUALLY AGREED:

1. To abide by all applicable Federal, State and Local laws and regulations pertaining to the PROJECT PHASE, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the Effective Date of this Agreement.

2. The final PROJECT cost may ultimately exceed current estimates of PROJECT cost. Any additional eligible costs resulting from unforeseen conditions over the estimated total of the PROJECT cost, shall be borne by

TOWN unless prior authorization has been approved by the AUTHORITY Board of Directors pursuant to Section III, Paragraph 3 of this Agreement;

3. In the event TOWN determines PROJECT work may exceed the not to exceed amount identified in Section I, Paragraph 1, TOWN shall inform AUTHORITY of this determination and thereafter the Parties shall work together in an attempt to agree upon an amendment to the PROJECT amounts identified in this Agreement. In no event, however, shall AUTHORITY be responsible for PROJECT costs in excess of the PROJECT amounts identified herein absent a written amendment to this Agreement that is approved by the Parties.

4. Eligible PROJECT reimbursements shall include only those costs incurred by TOWN for PROJECT-specific work activities that are described in this Agreement and shall not include escalation or interest.

5. Neither AUTHORITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by TOWN under or in connection with any work, authority or jurisdiction delegated to TOWN under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, TOWN shall fully defend, indemnify and save harmless AUTHORITY, its officers and employees 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 TOWN under or in connection with any work, authority or jurisdiction delegated to TOWN under this Agreement. TOWN's indemnification obligation applies to AUTHORITY's "active" as well as "passive" negligence but does not apply to AUTHORITY's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

6. Neither TOWN nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, AUTHORITY shall fully defend, indemnify and save harmless TOWN , its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement. AUTHORITY's indemnification obligation applies to TOWN's "active" as well as "passive" negligence but does not apply to TOWN's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

7. This Agreement will be considered terminated upon reimbursement of eligible costs by AUTHORITY or December 1, 2017, whichever is sooner, provided that the provisions of Paragraphs 6, 7, 8, 9 and 10 of Section II, and Paragraphs 5 and 6 of Section III, shall survive the termination of this Agreement. The Agreement may also be terminated by AUTHORITY, in its sole discretion, in the event the PROJECT work described in Attachment A has not been initiated or let by TOWN within twelve (12) months of the Effective Date of this Agreement.

8. AUTHORITY may terminate this Agreement if TOWN fails to perform according to the terms of this Agreement and if this failure jeopardizes the delivery of the PROJECT according to the terms herein.

9. The Recitals to this Agreement are true and correct and are incorporated into this Agreement.

10. Attachment A, The Construction Phase of the State Route 62: Apache Trail to Palm Avenue Project (Description of Project and Milestones), and Attachment B, The Construction Phase of the State Route 62: Apache Trail to Palm Avenue Project (Summary of Estimated Construction Costs), are attached to and incorporated into this Agreement.

11. This Agreement is effective and shall be dated on the date executed by AUTHORITY.

----------SIGNATURES ON FOLLOWING PAGE----------

In witness whereof, the Parties have executed this Agreement by their authorized signatories below.

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
Janice Rutherford, Chairperson

Date: _____

TOWN OF YUCCA VALLEY

By: _____
Merl Abel
Mayor

Date: _____

APPROVED AS TO FORM

By: _____
Eileen Monaghan Teichert
AUTHORITY General Counsel

Date: _____

By: _____
Jeffery Hill
Contract Administrator

Date: _____

APPROVED AS TO FORM AND PROCEDURE:

By: _____
Lona N. Laymon, Esquire
TOWN Attorney

Attachment A

THE CONSTRUCTION PHASE OF THE STATE ROUTE 62: APACHE TRAIL TO PALM AVENUE PROJECT, TOWN OF YUCCA VALLEY

Description of Project and Milestones

Location, Project Limits, Description, Scope of Work, Legislative Description
On Route 62, in the Town of Yucca Valley between Apache Trail & Palm Ave. Construct traffic and pedestrian safety improvements. Install three segments of raised landscape medians, street lighting where gaps exist, sidewalks, curb and gutter, ADA compliant ramps, traffic signal at Church Street, traffic signal modifications at Acoma/Mohawk Trail.

Component	Implementing Agency	Reimbursements
PA&ED	Town of Yucca Valley	
PS&E	Town of Yucca Valley	
Right of Way	Town of Yucca Valley	
Construction	Town of Yucca Valley	

Legislative Districts			
Assembly:	65	Senate:	31
Congressional:	41		

Purpose and Need
The purpose of the project is to provide safe and efficient interstate and interregional mobility for visitors and goods through the Town of Yucca Valley.

Project Benefits
The project will increase pedestrian safety, reduce vehicular conflicts and upgrade non-standard ADA facilities with new ADA compliant curb ramps and sidewalks.

Project Milestone			Proposed
Project Study Report Approved			12/16/10
Begin Environmental (PA&ED) Phase			08/20/08
Circulate Draft Environmental Document	Document Type	N/A	06/17/10
Draft Project Report			12/16/10
End Environmental Phase (PA&ED Milestone)			12/16/10
Begin Design (PS&E) Phase			08/04/09
End Design Phase (Ready to List for Advertisement Milestone)			09/30/12
Begin Right of Way Phase			07/28/10
End Right of Way Phase (Right of Way Certification Milestone)			09/30/12
Begin Construction Phase (Contract Award Milestone)			12/31/13
End Construction Phase (Construction Contract Acceptance Milestone)			07/31/14
Begin Closeout Phase			08/01/14
End Closeout Phase (Closeout Report)			12/01/14

ATTACHMENT B

STATE ROUTE 62: APACHE TRAIL TO PALM AVENUE PROJECT, TOWN OF YUCCA VALLEY

Summary of Estimated Construction Costs

Project Phase Funding Table

Component	Total Cost	AUTHORITY SHARE* – SLPP Funds	AUTHORITY SHARE* - MLHP Funds	TOWN Local Measure I Funds	DEMO FUNDS
Construction Phase	$2,886,000	$723,000	$135,000	$588,000	$1,440,000
Total	$2,886,000	$723,000	$135,000	$588,000	$1,440,000

*AUTHORITY's Share can be from sources under control of AUTHORITY including but not limited to Measure I Major/Local Highways program, and State Transportation Improvement Program (STIP), Surface Transportation Program (STP), or State/Local Partnership Program (SLPP) funds without necessitating an amendment of this agreement.

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 13057 Amendment No. _____

By and Between

San Bernardino County Transportation Authority and Town of Yucca Valley

Contract Description The Construction Phase of the State Route 62: LaHonda Way to DuMosa Avenue Project

Board of Director's Meeting Date: 3/6/13
Overview of BOD Action: Approve funding agreement and add Task No. 0894.

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

CONTRACT OVERVIEW

Original Contract Amount	$	90,000.00	**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	$	90,000.00	**TOTAL CONTINGENCY VALUE**	$	0.00
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	90,000.00

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
03/06/13	03/01/17	

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

FINANCIAL INFORMATION

☐ Budget authority for this contract currently exists in Task No. 1002
☒ A Budget Amendment is required.
How are we funding current FY? Measure I Morongo Basin Subarea MLHP

☐ 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 Morongo Basin Subarea MLHP
☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

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

Ellen Pollema	Ellen Pollema	1/22/13
Project Manager (Print Name)	Signature	Date
Andrea Zureick	Andrea Zureick	1/24/13
Task Manager (Print Name)	Signature	Date
Andrea Zureick	Andrea Zureick	1/24/13
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
Jeffery Hill		1/28/13
Contract Administrator (Print Name)	Signature	Date
W. Stewart Rose		2/8/13
Chief Financial Officer (Print Name)	Signature	Date

PROJECT FUNDING AGREEMENT C13057

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

TOWN OF TOWN OF YUCCA VALLEY

FOR

THE CONSTRUCTION PHASE OF THE STATE ROUTE 62: LA HONDA WAY TO DUMOSA AVENUE PROJECT

THIS Project Funding Agreement ("Agreement") is made and entered into this _____ day of _____ by and between the San Bernardino County Transportation Authority (hereinafter referred to as "AUTHORITY") and the TOWN OF YUCCA VALLEY (hereinafter referred to as "TOWN"). AUTHORITY and TOWN shall be individually or collectively, as applicable, known as "Party" or "Parties."

RECITALS

A. The Measure I 2010-2040 Expenditure Plan and the Mountains Subarea transportation planning partners have identified projects eligible for partial funding from Measure I 2010-2040 Rural Mountain/Desert Subarea Major Local Highway Program ("MLHP") funds and Proposition 1B State Local Partnership Program ("SLPP") formula funds;

B. The Construction Phase of the State Route 62: LaHonda Way to Dumosa Avenue Project in the TOWN ("PROJECT") is one of the projects identified as eligible for such funding and is described more fully in Attachment A;

C. AUTHORITY has determined that the PROJECT is eligible to receive the Rural Mountains Subarea MLHP funds and Proposition 1B SLPP formula funds for the construction phase of work (hereinafter referred to as "PHASE");

D. On September 5, 2012, AUTHORITY's Board of Directors approved allocation of $90,000 in Rural Mountains Subarea MLHP funds and an additional $778,000 in SLPP funds to TOWN for the PROJECT PHASE;

E. This Agreement is to be carried out in accordance with the policies in the Measure I 2010-2040 Strategic Plan;

F. Parties desire to proceed with the PROJECT in a timely manner;

G. This Agreement is intended to delineate the duties and funding responsibilities of the Parties for the PROJECT PHASE; and

H. AUTHORITY and TOWN are entering into this Agreement with the understanding that AUTHORITY will reimburse TOWN for eligible PROJECT PHASE expenditures with MLHP funds and the California Department of Transportation (hereinafter referred to as "CALTRANS") will reimburse TOWN for eligible PROJECT PHASE expenditures with SLPP formula funds.

NOW, THEREFORE, AUTHORITY and TOWN agree to the following:

SECTION I

AUTHORITY AGREES:

1. To reimburse TOWN for the actual cost of the PROJECT PHASE up to a maximum of $90,000 in MLHP Funds. An estimate of costs for the PROJECT PHASE is provided in Attachment B. AUTHORITY shall have no further responsibilities to provide any funding for PROJECT exceeding this amount.

2. To reimburse TOWN within 30 days after TOWN submits an original and two copies of the signed invoices in the proper form covering those actual allowable PROJECT PHASE expenditures that were incurred by TOWN up to a maximum of $90,000, consistent with the invoicing requirements of the Measure I 2010-2040 Strategic Plan, including backup information. Invoices may be submitted to AUTHORITY as frequently as monthly.

3. When conducting an audit of the costs claimed under the provisions of this Agreement, to rely to the maximum extent possible on any prior audit of TOWN performed pursuant to the provisions of State and Federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to AUTHORITY when planning and conducting additional audits.

4. AUTHORITY shall assign a project liaison for the purpose of attending Project Development Team (PDT) meetings.

SECTION II

TOWN AGREES:

1. To be the lead agency for this PROJECT and to diligently undertake and complete in a timely manner the Scope of Work for the PROJECT as shown in Attachment A.

2. To be responsible for expending that portion of the eligible PROJECT expenses that are incurred by TOWN, subject to reimbursement by AUTHORITY hereunder, for an amount not to exceed $90,000 in MLHP Funds, and are reimbursable by AUTHORITY in accordance with Section I, Paragraph 2. Expenses relative to time spent on the PROJECT PHASE by TOWN are considered eligible PROJECT PHASE expenses and may be charged to the PROJECT PHASE funds subject to AUTHORITY's guidelines.

3. To work with CALTRANS to allocate $778,000 in Proposition 1B SLPP Funds with reimbursement to be provided by CALTRANS for the Proposition 1B SLPP Funds per CALTRANS' guidelines. Expenses relative to time spent on the PROJECT PHASE by TOWN are considered eligible PROJECT PHASE expenses and may be charged to the PROJECT funds subject to CALTRANS' guidelines.

4. To abide by all AUTHORITY, TOWN, County, State, and Federal laws, regulations, policies and procedures pertaining to the PROJECT.

5. To prepare and submit to AUTHORITY an original and two copies of signed invoices for reimbursement of eligible PROJECT PHASE expenses. Invoices may be submitted to AUTHORITY as frequently as monthly.

6. To maintain all source documents, books and records connected with its performance under this Agreement for a minimum of five (5) years from the date of the Final Report of Expenditures submittal to AUTHORITY or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of AUTHORITY during normal business hours at TOWN's TOWN Hall. Copies will be made and furnished by TOWN upon written request by AUTHORITY or CALTRANS.

7. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support TOWN's requests for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by TOWN.

8. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible PROJECT costs expended for those activities described in the work activities, and to submit that Final Report of Expenditures and final invoice no later than 120 days following the completion of those expenditures. An original and two copies of the Final Report of Expenditures shall be submitted to AUTHORITY and must state that these PROJECT funds were used in conformance with this Agreement and for those PROJECT-specific work activities described.

9. To cooperate in having a PROJECT-specific audit completed by AUTHORITY, at AUTHORITY's option and expense, upon completion of the PROJECT. The audit must state that all funds expended on the PROJECT were used in conformance with this Agreement.

10. To repay to AUTHORITY any reimbursement for Measure I costs that are determined by subsequent audit to be unallowable within one hundred twenty (120) days of TOWN receiving notice of audit findings, which time shall include an opportunity for TOWN to respond to and/or resolve the findings. Should the findings not be otherwise resolved and TOWN fail to reimburse moneys due AUTHORITY within one hundred twenty (120) days of audit findings, or within such other period as may be agreed between both Parties, the AUTHORITY reserves the right to withhold future payments due TOWN from any source under AUTHORITY's control.

11. To include AUTHORITY in Project Development Team (PDT) meetings if and when such meetings are held and in related communications on PROJECT progress, to provide at least quarterly schedule updates to AUTHORITY, and to consult with AUTHORITY on critical issues relative to the PROJECT.

12. As an eligible PROJECT expense, to post signs at the boundaries of the PROJECT noting that PROJECT is funded with Measure I funds. Signs shall bear the logos of AUTHORITY and TOWN.

SECTION III

IT IS MUTUALLY AGREED:

1. To abide by all applicable Federal, State and Local laws and regulations pertaining to the PROJECT PHASE, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the Effective Date of this Agreement.

2. The final PROJECT cost may ultimately exceed current estimates of PROJECT cost. Any additional eligible costs resulting from unforeseen conditions over the estimated total of the PROJECT cost, shall be borne by

TOWN unless prior authorization has been approved by the AUTHORITY Board of Directors pursuant to Section III, Paragraph 3 of this Agreement;

3. In the event TOWN determines PROJECT work may exceed the not to exceed amount identified in Section I, Paragraph 1, TOWN shall inform AUTHORITY of this determination and thereafter the Parties shall work together in an attempt to agree upon an amendment to the PROJECT amounts identified in this Agreement. In no event, however, shall AUTHORITY be responsible for PROJECT costs in excess of the PROJECT amounts identified herein absent a written amendment to this Agreement that is approved by the Parties.

4. Eligible PROJECT reimbursements shall include only those costs incurred by TOWN for PROJECT-specific work activities that are described in this Agreement and shall not include escalation or interest.

5. Neither AUTHORITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by TOWN under or in connection with any work, authority or jurisdiction delegated to TOWN under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, TOWN shall fully defend, indemnify and save harmless AUTHORITY, its officers and employees 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 TOWN under or in connection with any work, authority or jurisdiction delegated to TOWN under this Agreement. TOWN's indemnification obligation applies to AUTHORITY's "active" as well as "passive" negligence but does not apply to AUTHORITY's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

6. Neither TOWN nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, AUTHORITY shall fully defend, indemnify and save harmless TOWN , its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement. AUTHORITY's indemnification obligation applies to TOWN's "active" as well as "passive" negligence but does not apply to TOWN's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

7. This Agreement will be considered terminated upon reimbursement of eligible costs by AUTHORITY or March 1, 2017, whichever is sooner, provided that the provisions of Paragraphs 6, 7, 8, 9 and 10 of Section II, and Paragraphs 5 and 6 of Section III, shall survive the termination of this Agreement. The Agreement may also be terminated by AUTHORITY, in its sole discretion, in the event the PROJECT work described in Attachment A has not been initiated or let by TOWN within twelve (12) months of the Effective Date of this Agreement.

8. AUTHORITY may terminate this Agreement if TOWN fails to perform according to the terms of this Agreement and if this failure jeopardizes the delivery of the PROJECT according to the terms herein.

9. The Recitals to this Agreement are true and correct and are incorporated into this Agreement.

10. Attachment A, The Construction Phase of the State Route 62: LaHonda Way to Dumosa Avenue Project (Description of Project and Milestones), and Attachment B, The Construction Phase of the State Route 62: LaHonda Way to Dumosa Avenue Project (Summary of Estimated Construction Costs), are attached to and incorporated into this Agreement.

11. This Agreement is effective and shall be dated on the date executed by AUTHORITY.

----------SIGNATURES ON FOLLOWING PAGE----------

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
Janice Rutherford, Chairperson

Date: _____

TOWN OF YUCCA VALLEY

By: _____
Merl Abel
Mayor

Date: _____

APPROVED AS TO FORM AND PROCEDURE:

By: _____
Eileen Monaghan Teichert
AUTHORITY General Counsel

Date: _____

By: _____
Jeffery Hill
Contract Administrator

Date: _____

APPROVED AS TO FORM AND PROCEDURE:

By: _____
Lona N. Laymon, Esquire
TOWN Counsel

ATTACHMENT A

THE CONSTRUCTION PHASE OF THE STATE ROUTE 62: LA HONDA WAY TO DUMOSA AVENUE PROJECT, TOWN OF YUCCA VALLEY

Description of Project and Milestones

Project Title
Route 62; Traffic & pedestrian safety improvements and utility work between La Honda Way & Dumosa Ave
Location, Project Limits, Description, Scope of Work, Legislative Description
On Route 62, in the Town of Yucca Valley. Construct traffic and pedestrian safety improvements within the Route 62 right-of-way. Install raised landscaped median islands, sidewalks, and associated drainage improvements, between La Honda Way and Dumosa Ave in the Town of Yucca Valley.

Component	Implementing Agency	Reimbursements
PA&ED	Town of Yucca Valley	
PS&E	Town of Yucca Valley	
Right of Way	Town of Yucca Valley	
Construction	Town of Yucca Valley	

Legislative Districts			
Assembly:	65	Senate:	31
Congressional:	41		

Purpose and Need
The purpose of the project is to provide safe and efficient interstate and interregional mobility for visitors and goods through the Town of Yucca Valley.
Project Benefits
The project will increase pedestrian safety, reduce vehicular conflicts and upgrade non-standard ADA facilities with new ADA compliant curb ramps and sidewalks.

Project Milestone			Existing	Proposed
Project Study Report Approved				05/01/02
Begin Environmental (PA&ED) Phase				
Circulate Draft Environmental Document	Document Type	CE/CE		02/01/09
Draft Project Report				09/01/09
End Environmental Phase (PA&ED Milestone)				01/04/10
Begin Design (PS&E) Phase				09/06/11
End Design Phase (Ready to List for Advertisement Milestone)				08/29/10
Begin Right of Way Phase				08/31/12
End Right of Way Phase (Right of Way Certification Milestone)				01/01/13
Begin Construction Phase (Contract Award Milestone)				07/31/13
End Construction Phase (Construction Contract Acceptance Milestone)				11/30/13
Begin Closeout Phase				12/01/13
End Closeout Phase (Closeout Report)				03/01/14

ATTACHMENT B

NATIONAL PARK DRIVE STREET IMPROVEMENTS PROJECT, TOWN OF YUCCA VALLEY

Summary of Estimated Construction Costs

Project Phase Funding Table

Component	Total Cost	AUTHORITY SHARE* – SLPP Funds	AUTHORITY SHARE* - MLHP Funds	TOWN Local Measure I Funds	TOWN HSIP Funds & SLPP Funds
Construction Phase	$2,594,000	$778,000	$90,000	$688,000	$1,038,000
Total	**$2,594,000**	$778,000	$90,000	$688,000	$1,038,000

*AUTHORITY's Share can be from sources under control of AUTHORITY including but not limited to Measure I Major/Local Highways program, and State Transportation Improvement Program (STIP), Surface Transportation Program (STP), or State/Local Partnership Program (SLPP) funds without necessitating an amendment of this agreement.

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San Bernardino Associated Governments

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 29

Date: March 6, 2013

Subject: Major Local Highway Program and State Local Partnership Program Funding Agreement with City of Big Bear Lake

Recommendation:* 1. Approve Construction Phase Funding Agreement C13058 in the amount of $2,400,000 with the City of Big Bear Lake for the Village L Project with $1,200,000 funded by Major Local Highway Program funds and $1,200,000 funded through the State Local Partnership Program, which will be administered by California Department of Transportation.

2. Approve a budget amendment to add Task No. 0516, Measure I Mountain/Desert Apportionment and Allocation, to be funded with $1,200,000 of Measure I Mountain Subarea - Major Local Highway Program funds.

Background: The Village L street improvements include removing and replacing curb, gutter, and sidewalk along Village Drive and Pine Knot Avenue as well as resurfacing both streets and installation of new drainage structures and piping to prevent flooding. Existing handicap access will be upgraded and improved.

The total cost of the project is estimated to be $4,710,000. On November 7, 2012, the San Bernardino Associated Governments (SANBAG) Board of Directors approved the allocation of $1,200,000 State Local Partnership Program (SLPP) funds and $1,200,000 Mountain Subarea Major Local Highway Program (MLHP) funds to this project. The City of Big Bear Lake's contribution to the project is $2,310,000.

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

BRD1303d-az

http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C13058.doc

The project will remain as a candidate for future allocations of MLHP funds.

Note that the item presented to the Mountain/Desert Committee on February 15, 2013, referenced Task No. 1003, Mountains Reimbursement Projects. The recommendation has been updated to reflect a consolidated Task No. 0516, Measure I Mountain/Desert Apportionment and Allocation, rather than tasks specific to each subarea.

Financial Impact: This item is not consistent with the Fiscal Year 2012/2013 budget. A budget amendment is required to add Task No. 0516 to be funded by $1,200,000 of Measure I Mountain Subarea – Major Local Highway Program funds. 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 February 15, 2013.

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

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 13058 Amendment No. _____

By and Between

San Bernardino County Transportation Authority and City of Big Bear Lake

Contract Description The Construction Phase of the Village L Road Improvement Project

Board of Director's Meeting Date: 3/6/13
Overview of BOD Action: Approve funding agreement and add Task No. 0898.

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

CONTRACT OVERVIEW

Original Contract Amount	$	1,200,000.00	**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	$	1,200,000.00	**TOTAL CONTINGENCY VALUE**	$	0.00
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	1,200,000.00

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
03/06/13	04/01/17	

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

FINANCIAL INFORMATION

☐ Budget authority for this contract currently exists in Task No. 1003
☒ A Budget Amendment is required.
How are we funding current FY? Measure I Mountain Subarea MLHP

☐ 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 Mountain Subarea MLHP
☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

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

Ellen Pollema	Ellen Pollema	1/22/13
Project Manager (Print Name)	Signature	Date
Andrea Zureick	Andrea Zureick	1/24/13
Task Manager (Print Name)	Signature	Date
Andrea Zureick	Andrea Zureick	1/24/13
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
Jeffery Hill		
Contract Administrator (Print Name)	Signature	Date
W. Stewart		2/6/13
Chief Financial Officer (Print Name)	Signature	Date

PROJECT FUNDING AGREEMENT C13058

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF BIG BEAR LAKE

FOR

THE CONSTRUCTION PHASE OF THE VILLAGE L ROAD IMPROVEMENT PROJECT CITY OF BIG BEAR LAKE

THIS Project Funding Agreement ("Agreement") is made and entered into this _____ day of _____ by and between the San Bernardino County Transportation Authority (hereinafter referred to as "AUTHORITY") and the CITY OF BIG BEAR LAKE (hereinafter referred to as "CITY"). AUTHORITY and CITY shall be individually or collectively, as applicable, known as "Party" or "Parties."

RECITALS

A. The Measure I 2010-2040 Expenditure Plan and the Mountains Subarea transportation planning partners have identified projects eligible for partial funding from Measure I 2010-2040 Rural Mountain/Desert Subarea Major Local Highway Program ("MLHP") funds and Proposition 1B State Local Partnership Program ("SLPP") formula funds;

B. The Village L Road Improvement Project in the City of Big Bear Lake ("PROJECT") is one of the projects identified as eligible for such funding and is described more fully in Attachment A;

C. AUTHORITY has determined that the PROJECT is eligible to receive the Rural Mountains Subarea MLHP funds and Proposition 1B SLPP formula funds for the construction phase of work (hereinafter referred to as "PHASE");

D. On November 7, 2012, AUTHORITY's Board of Directors approved allocation of $1,200,000 in Rural Mountains Subarea MLHP funds and an additional $1,200,000 in SLPP funds to CITY for the PROJECT PHASE;

E. This Agreement is to be carried out in accordance with the policies in the Measure I 2010-2040 Strategic Plan;

F. Parties desire to proceed with the PROJECT in a timely manner;

G. This Agreement is intended to delineate the duties and funding responsibilities of the Parties for the PROJECT PHASE; and

H. AUTHORITY and CITY are entering into this Agreement with the understanding that AUTHORITY will reimburse CITY for 50% of eligible PROJECT PHASE expenditures with MLHP funds and the California Department of Transportation (hereinafter referred to as "CALTRANS") will reimburse CITY for 50% of eligible PROJECT PHASE expenditures with SLPP formula funds.

NOW, THEREFORE, AUTHORITY and CITY agree to the following:

SECTION I

AUTHORITY AGREES:

1. To reimburse CITY for fifty percent (50%) of the actual cost of the PROJECT PHASE up to a maximum of $1,200,000 in MLHP Funds. An estimate of costs for the PROJECT PHASE is provided in Attachment B. AUTHORITY shall have no further responsibilities to provide any funding for PROJECT exceeding this amount.

2. To reimburse CITY within 30 days after CITY submits an original and two copies of the signed invoices in the proper form covering those actual allowable PROJECT PHASE expenditures that were incurred by CITY up to a maximum of $1,200,000, consistent with the invoicing requirements of the Measure I 2010-2040 Strategic Plan, including backup information. Invoices may be submitted to AUTHORITY as frequently as monthly.

3. When conducting an audit of the costs claimed under the provisions of this Agreement, to rely to the maximum extent possible on any prior audit of CITY performed pursuant to the provisions of State and Federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to AUTHORITY when planning and conducting additional audits.

4. AUTHORITY shall assign a project liaison for the purpose of attending Project Development Team (PDT) meetings.

SECTION II

CITY AGREES:

1. To be the lead agency for this PROJECT and to diligently undertake and complete in a timely manner the Scope of Work for the PROJECT as shown in Attachment A.

2. To be responsible for expending that portion of the eligible PROJECT expenses that are incurred by CITY,subject to reimbursement by AUTHORITY hereunder, for an amount not to exceed $1,200,000 in MLHP Funds, and are reimbursable by AUTHORITY in accordance with Section I, Paragraph 2. Expenses relative to time spent on the PROJECT PHASE by CITY are considered eligible PROJECT PHASE expenses and may be charged to the PROJECT PHASE funds subject toAUTHORITY's guidelines.

3. To work with CALTRANS to allocate $1,200,000 in Proposition 1B SLPP Funds with reimbursement to be provided by CALTRANS for the Proposition 1B SLPP Funds per CALTRANS' guidelines. Expenses relative to time spent on the PROJECT PHASE by CITY are considered eligible PROJECT PHASE expenses and may be charged to the PROJECT funds subject to CALTRANS' guidelines.

4. To abide by all AUTHORITY, CITY, State, and Federal laws, regulations, policies and procedures pertaining to the PROJECT.

5. To prepare and submit to AUTHORITY an original and two copies of signed invoices for reimbursement of eligible PROJECT PHASE expenses. Invoices may be submitted to AUTHORITY as frequently as monthly.

6. To maintain all source documents, books and records connected with its performance under this Agreement for a minimum of five (5) years from the date of the Final Report of Expenditures submittal to AUTHORITY or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of AUTHORITY during normal business hours at CITY's City Hall. Copies will be made and furnished by CITY upon written request by AUTHORITY or CALTRANS.

7. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support CITY's requests for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by CITY.

8. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible PROJECT costs expended for those activities described in the work activities, and to submit that Final Report of Expenditures and final invoice no later than 120 days following the completion of those expenditures. An original and two copies of the Final Report of Expenditures shall be submitted to AUTHORITY and must state that these PROJECT funds were used in conformance with this Agreement and for those PROJECT-specific work activities described.

9. To cooperate in having a PROJECT-specific audit completed by AUTHORITY, at AUTHORITY's option and expense, upon completion of the PROJECT. The audit must state that all funds expended on the PROJECT were used in conformance with this Agreement.

10. To repay to AUTHORITY any reimbursement for Measure I costs that are determined by subsequent audit to be unallowable within one hundred twenty (120) days of CITY receiving notice of audit findings, which time shall include an opportunity for CITY to respond to and/or resolve the findings. Should the findings not be otherwise resolved and CITY fail to reimburse moneys due AUTHORITY within one hundred twenty (120) days of audit findings, or within such other period as may be agreed between both Parties, the AUTHORITY reserves the right to withhold future payments due CITY from any source under AUTHORITY's control.

11. To include AUTHORITY in Project Development Team (PDT) meetings if and when such meetings are held and in related communications on PROJECT progress, to provide at least quarterly schedule updates to AUTHORITY, and to consult with AUTHORITY on critical issues relative to the PROJECT.

12. As an eligible PROJECT expense, to post signs at the boundaries of the PROJECT noting that PROJECT is funded with Measure I funds. Signs shall bear the logos of AUTHORITY and CITY.

SECTION III

IT IS MUTUALLY AGREED:

1. To abide by all applicable Federal, State and Local laws and regulations pertaining to the PROJECT PHASE, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the Effective Date of this Agreement.

2. The final PROJECT cost may ultimately exceed current estimates of PROJECT cost. Any additional eligible costs resulting from unforeseen conditions over the estimated total of the PROJECT cost, shall be borne by CITY unless prior authorization has been approved by the AUTHORITY Board of Directors pursuant to Section III, Paragraph 3 of this Agreement;

3. In the event CITY determines PROJECT work may exceed the not to exceed amount identified in Section I, Paragraph 1, CITY shall inform AUTHORITY of this determination and thereafter the Parties shall work together in an attempt to agree upon an amendment to the PROJECT amounts identified in this Agreement. In no event, however, shall AUTHORITY be responsible for PROJECT costs in excess of the PROJECT amounts identified herein absent a written amendment to this Agreement that is approved by the Parties.

4. Eligible PROJECT reimbursements shall include only those costs incurred by CITY for PROJECT-specific work activities that are described in this Agreement and shall not include escalation or interest.

5. Neither AUTHORITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless AUTHORITY, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. CITY's indemnification obligation applies to AUTHORITY's "active" as well as "passive" negligence but does not apply to AUTHORITY's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

6. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, AUTHORITY shall fully defend, indemnify and save harmless CITY , its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement. AUTHORITY's indemnification obligation applies to CITY's "active" as well as "passive" negligence but does not apply to CITY's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

7. This Agreement will be considered terminated upon reimbursement of eligible costs by AUTHORITY or April 1, 2017, whichever is sooner, provided that the provisions of Paragraphs 6, 7, 8, 9 and 10 of Section II, and Paragraphs 5 and 6 of Section III, shall survive the termination of this Agreement. The Agreement may also be terminated by AUTHORITY, in its sole discretion, in

the event the PROJECT work described in Attachment A has not been initiated or let by CITY within twelve (12) months of the Effective Date of this Agreement.

8. AUTHORITY may terminate this Agreement if CITY fails to perform according to the terms of this Agreement and if this failure jeopardizes the delivery of the PROJECT according to the terms herein.

9. The Recitals to this Agreement are true and correct and are incorporated into this Agreement.

10. Attachment A, The Construction Phase of the Village L Road Improvement Project (Description of Project and Milestones), and Attachment B, The Construction Phase of the Village L Road Improvement Project (Summary of Estimated Construction Phase Costs and Other Phases' Costs), are attached to and incorporated into this Agreement.

11. This Agreement is effective and shall be dated on the date executed by AUTHORITY.

----------SIGNATURES ON FOLLOWING PAGE----------

In witness whereof, the Parties have executed this Agreement by their authorized signatories below.

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
Janice Rutherford, Chairperson

Date: _____

APPROVED AS TO FORM

By: _____
Eileen Monaghan Teichert
AUTHORITY General Counsel

Date: _____

By: _____
Jeffery Hill
Contract Administrator

Date: _____

CITY OF BIG BEAR LAKE

By: _____
Bill Jahn
Mayor

Date: _____

APPROVED AS TO FORM AND PROCEDURE:

By: _____
CITY Attorney

Attachment A

THE CONSTRUCTION PHASE OF THE VILLAGE L ROAD IMPROVEMENT PROJECT

Description of Project and Milestones

Project Title
Village L Road Improvements

Location, Project Limits, Description, Scope of Work, Legislative Description
In the City of Big Bear Lake along Village Drive from Highway 18 to Stoker and along Pine Knot from Cameron Drive to Highway 18, resurface streets, upgrade and improve ADA access, remove and replace curb, gutter, and sidewalk, and install new drainage structures and piping to prevent flooding.

Component	Implementing Agency	Reimbursements
PA&ED	City of Big Bear Lake	
PS&E	City of Big Bear Lake	
Right of Way	City of Big Bear Lake	
Construction	City of Big Bear Lake	

Legislative Districts			
Assembly:	65	**Senate:**	31
Congressional:	41		

Purpose and Need
The Village L, which is the commercial heart of Big Bear Valley, has deteriorated streets, crosswalks, and storm water drainage. The streets contain potholes. The sidewalks and crosswalks have tripping hazards. Properties along the right-of-way are flooded. Handicap accessibility points are not adequate. The Village L street improvements include removing and replacing curb, gutter, and sidewalk along Village Drive and Pine Knot Avenue as well as resurfacing both streets and installation of new drainage structures and piping to prevent flooding. Existing handicap access will be upgraded and improved.

Project Benefits
The project would reconstruct Pine Knot Ave and Village Drive fixing potholes, areas of sub-grade failure, and flooding issues. The project benefits include improved safety for vehicles traveling along the street and pedestrians on the sidewalk and crosswalks. Street drainage improvements will improve traffic safety and pedestrian safety, as well as prevent flooding of properties along the right-of-way. Reconstruction of these streets, sidewalks, and crosswalks will also benefit handicapped individuals with improved ADA access.

Project Milestone			Proposed
Project Study Report Approved			05/09/11
Begin Environmental (PA&ED) Phase			01/01/84
Circulate Draft Environmental Document	Document Type	ND	01/01/86
Draft Project Report			n/a
End Environmental Phase (PA&ED Milestone)			06/27/11
Begin Design (PS&E) Phase			06/28/11
End Design Phase (Ready to List for Advertisement Milestone)			05/01/12
Begin Right of Way Phase			01/01/90
End Right of Way Phase (Right of Way Certification Milestone)			05/01/93
Begin Construction Phase (Contract Award Milestone)			07/31/13
End Construction Phase (Construction Contract Acceptance Milestone)			01/31/14
Begin Closeout Phase			02/01/14
End Closeout Phase (Closeout Report)			04/01/14

ATTACHMENT B

THE CONSTRUCTION PHASE OF THE VILLAGE L ROAD IMPROVEMENT PROJECT

Summary of Estimated Construction Phase Costs and Other Phases' Costs

Project Phases Funding Table

Component	Total Cost	AUTHORITY Share* – SLPP Funds	AUTHORITY Share* -- MLHP Funds	CITY Local & Other Funds
Other Phases	$2,310,000	$0	$0	$2,310,000
Construction Phase	$2,400,000	$1,200,000	$1,200,000	$0
Total	$4,710,000	$1,200,000	$1,200,000	$2,310,000

* At AUTHORITY's sole discretion and depending upon availability of alternative funding sources, AUTHORITY's Share may be provided from sources under control of AUTHORITY including but not limited to Measure I Major/Local Highways program, Corridor Mobility Improvement Account (CMIA) funds, and State Transportation Improvement Program (STIP), Surface Transportation Program (STP), or State/Local Partnership Program (SLPP) funds without necessitating an amendment of this Agreement.

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 30

Date: March 6, 2013

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

Recommendation:*

1. Approve cancellation of the $21.766 million Trade Corridors Improvement Fund Letter of No Prejudice with the California Transportation Commission for the I-10 Citrus Avenue Interchange.

2. Approve the following programming changes for the South Milliken Avenue Grade Separation project in the City of Ontario:
   a. Increase Trade Corridors Improvement Fund program funds by $10.531 million from $14.521 million to $25.052 million;
   b. Reduce both State Local Partnership Program funds and Measure I Major Street Program funds by $6.826 million each from $17.656 million each to $10.831 million each.
   c. Increase City of Ontario local share by $3.12 million from $12.433 million to $15.553 million as reimbursement for a local share loan on the North Milliken Grade Separation project, and direct staff to amend the North Milliken Grade Separation project funding agreement to reflect this reimbursement.

3. Approve the following programming changes for the Laurel Avenue Grade Separation project in the City of Colton:

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

BRD1303h-az
http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2013/brd1303/AgendaItems/BRD1303h1-az.xlsx

a. Increase Trade Corridors Improvement Fund program funds by $11.235 million from $11.917 million to $23.152 million;
b. Remove $18.433 million Traffic Congestion Relief Program funds from the construction phase of the project;
c. Add $7.198 million Measure I Major Street Program funds.

4. Increase State Local Partnership Program funds on the Downtown San Bernardino Passenger Rail Project by $6.826 million from $4.095 million to $10.921 million.

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

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

- limit funding changes to public share funds so that no further reimbursement agreements must be executed with the project sponsors
- minimize the number of projects affected by the programming changes
- maintain the required match ratios, e.g., TCIF requires 1:1 TCIF to non-state match ratio.

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

- Laurel Grade Separation – Maximizing TCIF on this project reduces the Traffic Congestion Relief Program (TCRP) funds programmed for this project. The TCRP funds are allocated by the CTC and are not currently available. Future allocation of these funds is dependent on receipt of Tribal Gaming Revenue and will not likely occur until after Fiscal Year 2016-2017. While this project will remain eligible for future reimbursement of TCRP funds, any assumption of TCRP requires an up-front commitment of Measure I. The recommended programming maximizes the TCIF that can be placed on the project within the match requirements and adds the Measure removed from the following project. An additional allocation of $373,000 Measure I is required to fully fund the match requirement, but this will save $18 million in near-term Measure I cash requirements. Because the TCRP funds were originally part of a grade separation lump sum allocation, they can be programmed on another grade separation project if they become available in the future.

- South Milliken Grade Separation – The balance of TCIF funds can be programmed on this grade separation; however this requires that a portion of the State Local Partnership Program (SLPP) funds and Measure matching funds be removed from the project if the programming impact is to be limited to the public share. In addition, SANBAG currently has an agreement that the City of Ontario will contribute an additional $3.12 million developer impact fee (DIF) funds on the Vineyard Grade Separation as reimbursement for a DIF fund loan on the North Milliken Avenue Grade Separation project. Staff recommends that reimbursement be shifted to the South Milliken Grade Separation Project so that these funding changes can be accomplished through one project amendment with the CTC. Adding this DIF fund reimbursement to this project would further reduce the SLPP and Measure funds and requires an amendment to the current North Milliken Grade Separation Project agreement.

- Downtown San Bernardino Passenger Rail Project – the SANBAG Board allocated $4 million SLPP funds to this project in November 2012 and also approved an SLPP back-up list in the case that any SLPP projects were not able to meet the CTC June 2013 allocation deadline. The projects identified in the back-up list are either too far along in the delivery process for programming changes or no longer have capacity for additional state funds; therefore, SANBAG staff recommends that the SLPP funds removed from the South Milliken Grade Separation Project be allocated to the Passenger Rail Project. There is sufficient Measure I

planned for construction of the Passenger Rail Project to provide the required match. The fund source that this allocation of SLPP funds would displace will be a subject for discussion at the Commuter Rail and Transit Committee.

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

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

Reviewed By: This item 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.

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

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

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

Laurel Grade Separation													
Funding Plan	Total Estimated Project Cost	Total Non-State Funding PAED/ PSE/ROW	Total State Funding PAED/ PSE/ROW	Total Estimated Const Phase Cost	UPRR	BNSF	TCIF	SLPP	Measure I	TCRP	DIF	Total State Funding	Total Non-State Funding
Current	$ 53,995	$ 4,766	$ 7,690	$ 41,539	$ 3,115	$ 4,045	$ 11,917	$ -	$ -	$ 18,433	$ 4,029	$ 38,040	$ 15,955
Revised	$ 53,995	$ 4,766	$ 7,690	$ 41,539	$ 3,115	$ 4,045	$ 23,152	$ -	$ 7,198	$ -	$ 4,029	$ 30,842	$ 23,153
						Recommeded Change	$ 11,235	$ -	$ 7,198	$ (18,433)			
						Total Recommended Change	**$ 21,766**	**$ (6,826)**	**$ 373**	**$ (18,433)**	**$ 3,120**		

http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2013/brd1303/AgendaItems/BRD1303h1-az

DISCUSSION ITEMS

Governments SANBAG Working Together

San Bernardino Associated Governments

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 32

Date: March 6, 2013

Subject: Hearings to Consider Resolutions of Necessity to Acquire Property Needed for the Downtown San Bernardino Passenger Rail Project

Recommendations:*

1. Conduct public hearings to consider condemnation of real property required for the Downtown San Bernardino Passenger Rail Project (Project) in the City of San Bernardino; and

2. By at least a two-thirds majority vote of the entire Commission (i.e. at least 20 affirmative votes), adopt Resolutions of Necessity No. 13-047 through 13- 081, and authorize and direct legal counsel to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring necessary right-of-way and real property interests for the Project as shown in Exhibit A.

Background: The Project involves extending service for the Southern California Regional Rail Authority (a.k.a. Metrolink) by one (1) mile from its current terminus located at the Santa Fe Depot (Depot) to the future Downtown San Bernardino Transit Center (Transit Center), which will be built as part of the Project and located at the southwest corner of Rialto Avenue and E Street in Downtown San Bernardino. Included within the Project will be the construction of a second track parallel to the existing track, along with grade crossing improvements, rail signalization, roadway closures and drainage improvements. At the Transit Center, a parking lot of more than one hundred eighty (180) spaces will be constructed south of the new rail platforms. The Transit Center will serve as a

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.

BRD1303c-maa

major transit hub for San Bernardino County, consolidating over Twenty (20) bus routes into a single multi-modal facility supporting local bus, and commuter rail. It will be the transfer point for the new sbX bus rapid transit system, and it will also be the terminus for the planned Redlands Passenger Rail Project, a nine (9) mile extension of Metrolink service to provide access to the cities of Loma Linda, Redlands, and San Bernardino.

The Commission is the lead agency for the design, right-of-way acquisition, and construction phases. A Final Environmental Impact Report was prepared in August 2012, and the Project received its federal environmental clearance in the form of a Finding of No Significant Impact (FONSI) in October 2012. The Project is scheduled to begin construction in the fall of 2013. Funds totaling $10,921,226 in State-Local Partnership Program (SLPP) are being utilized for the construction phase of the Project. These funds are expected to be awarded by the California Transportation Commission (CTC) at its May 2013 meeting. In order to guarantee that funding, the Commission will be required to advertise and award the construction contract for the Project within six (6) months of the CTC's making the award; failure to do so creates a risk of the funding being transferred to a different project. This means the Commission likely must award the construction contract by no later than November 2013. In order secure the SLPP funds, the Commission intends to award the construction project in August or September 2013. In order to do so, the Commission must secure possession of the properties needed for the Project, and given California law regarding the time necessary to secure an order for prejudgment possession, adopting Resolutions of Necessity to allow the condemnation process to commence has become a critical path item.

The Commission has approved appraisals and authorized offers for properties required for the Project. The Commission's right-of-way agent, Epic Land Solutions, presented offers to each property owner and made good faith efforts to voluntarily negotiate the acquisition of those properties. While the Commission and Epic will continue to negotiate with property owners even after the Commission commences eminent domain actions, not all properties will be acquired through a negotiated sale.

The Commission is authorized to acquire property by eminent domain pursuant to California Public Utilities Code section 130220.5. On February 6, 2013, the Commission scheduled a public hearing for March 6, 2013, for the Commission to consider adopting Resolutions of Necessity regarding the properties referenced in this agenda item.

The adoption of the attached Resolutions of Necessity by the Commission allows the eminent domain process to proceed, which results in obtaining property rights

needed for the Project. In order to adopt the Resolutions of Necessity, the Commission must make five findings discussed below for each of the properties. The issue of just compensation (i.e., the value of the properties) is not addressed by these findings and is not to be considered at the hearings. The five (5) necessary findings are:

1. The public interest and necessity require the Project.

   The Project is regionally significant and will serve to improve mobility throughout San Bernardino County and the entire Southern California region. Over 14,000 riders per day are transported between San Bernardino and Los Angeles Union Station on Metrolink's San Bernardino line. With the development and connectivity between commuter rail, local bus and rapid bus, the improvements to mobility throughout Southern California will be greatly enhanced. The Project will have a substantial impact on air quality improvements through the reduction in vehicle miles traveled, and will help alleviate increased roadway congestion and declines in transportation system performance due to San Bernardino's continued population growth.

   As indicated above, the Transit Center will also serve as a major transit hub for San Bernardino County, consolidating over Twenty (20) bus routes into a single multi-modal facility supporting local bus, and commuter rail. It will be the transfer point for the new sbX bus rapid transit system, and it will also be the terminus for the planned Redlands Passenger Rail Project, a nine (9) mile extension of Metrolink service to provide access to the cities of Loma Linda, Redlands and San Bernardino.

2. The Project is planned and located in the manner that will be most compatible with the greatest public good and least private injury.

   In 2001, the Southern California Association of Governments (SCAG) initiated a visioning process, known as the Compass Blueprint Program, resulting in a regional strategy to accommodate projected growth in southern California. The program seeks to accommodate growth through the development of demonstration projects that capitalize on the collaboration of regional planning agencies and local communities. As part of this visioning program, the Commission completed the Redlands Rail Feasibility Study and the Redlands Passenger Rail Station Area Plans. Those studies explored the feasibility of establishing passenger rail service between the City of San Bernardino and the City of Redlands, while identifying transportation alternatives, potential station locations, and multi-modal transit development opportunities. The City of San Bernardino also held meetings in 2006 and 2007 to support transit improvements along the rail corridor. Since 2001, the

vision for the Project has been modified to its current concept after a number of public information and outreach meetings, along with studies and reports to identify a locally preferred alternative.

An Environmental Assessment (EA)/Draft Environmental Impact Report (DEIR) was prepared for the Project and circulated for a forty-five (45) day public review period from June 5, 2012, through July 19, 2012. A Final Environmental Impact Report was prepared in August 2012, and the Project received its federal environmental clearance in the form of a Finding of No Significant Impact (FONSI) in October 2012. During the environmental review process, several design alternatives were considered. The conclusion of that environmental review was that the Project was the best choice among available options.

By running the proposed Project tracks alongside the existing tracks, the final design and route selection for the Project should cause the least environmental and public impact. During the design phase, Project planners and engineers considered multiple alternatives. Commission staff and Epic have had numerous communications with impacted property and business owners about their needs in order to design the Project in a manner that causes the least private injury while accomplishing the greatest public good. The Commission has gone to great lengths to minimize impacts where possible, including in some instances shortening temporary construction easement periods, reducing the size and number of property acquisitions, and agreeing to special provisions, such as ensuring reasonable access, protecting or relocating improvements, and providing available parking. These changes were made in response to comments from affected property owners in an effort to minimize the private injury the Project will cause.

Despite these measures, the Project will result in private injury, including the relocation of several residential and commercial property owners and tenants. As to residential properties, the Project will result in the acquisition of: (1) one (1) unoccupied, uninhabitable single family residence; (2) four (4) dwelling units from a larger, investor-owned multi-family residential complex; and (3) a duplex apartment building from part of a larger, investor-owned property. There are also several additional very small permanent easements and temporary construction easements required from residential properties that will not require displacement of occupants. None of the project alternatives considered during the environmental review process would provide for greater public good with less private injury.

3. The properties sought to be acquired are necessary for the Project.

   While some of the Project is being constructed within existing right-of-way, some acquisitions from the subject properties are needed to allow for the construction of the new dual track, along with grade crossing improvements, rail signalization, and drainage improvements. Acquisitions are also necessary for the widening of K Street, a Project mitigation effort related to some of the street closures the Project will implement in order to increase safety and minimize the interactions between automobile traffic and the rail lines. Other property is required for the development of the Transit Center. As indicated in the chart above, the Project will impact approximately thirty five (35) property owners, and the purpose of each acquisition is generally described therein. The interests required from each property owner range from full fee acquisitions to partial fee acquisitions, permanent easements, and temporary construction easements. The acquisitions are more specifically described in each of the proposed Resolutions of Necessity and their accompanying exhibits, which are included with this Item.

4. Offers required by Section 7267.2 of the Government Code have been made to the owner or owners of record.

   All of the subject properties were appraised by independent, certified real estate appraisers. Those appraisals were reviewed and approved by an independent review appraiser. Based upon those appraisals and reviews, the Commission established the amount of just compensation to be paid for the taking of the subject properties. After determining the owners of the subject properties by reviewing County assessor's records and title reports, the Commission's right-of-way agents made offers to each of the owners for the full amount of the approved appraisals, in accordance with Government Code section 7267.2.

5. All conditions and statutory requirements necessary to exercise the power of eminent domain to acquire the properties have been complied with.

   The Commission has complied with all conditions and requirements to exercise the power of eminent domain.

Financial Impact: This item has no impact on the adopted Commission Fiscal Year 2012/2013 budget.

Reviewed By: The Commission's General Counsel and the Commission's Right-of-Way Counsel, Nossaman LLP, have approved this item as to form.

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

BRD1303c-maa

EXHIBIT A

Commission Parcel #	APN #	Property Owner	Purpose of Acquisition**
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	PE for street purposes & TCE
SBPR 3/55/56	0138-273-01, 02, & 36	BRUCE W. HEFFTNER	Fee acquisitions for R/R, PE for street purposes, & TCEs
SBPR 4/7	0138-273-03, & 04	BRUCE W. HEFFTNER	Fee acquisitions for R/R, PE for street purposes, & TCEs
SBPR 10/11/13/14	0138-273-12, 13, 16, & 33	BIG Z AUTO WORKS, INC., a California corporation	Fee acquisitions for R/R, & TCEs
SBPR 15	0138-273-24	JAMES E. OTT AND BARBARA J. OTT, TRUSTEES OF THE JAMES E. OTT & BARBARA J. OTT 2010 REVOCABLE TRUST DATED JULY 9, 2010 AND JAMES E. OTT, JR. AND KRISTIE A. OTT	Fee acquisition for R/R & TCEs
SBPR 16	0138-273-25	JAMES E. OTT AND BARBARA J. OTT, TRUSTEES OF THE JAMES E. OTT AND BARBARA J. OTT 2010 REVOCABLE TRUST	TCE
SBPR 17	0138-273-26	KRISTIN NEVILLE, TRUSTEE FOR TRUST NO. 982-2z U/A/D 9/4/95	TCE
SBPR 18	0138-273-20, 21, & 40	RIVERSIDE CEMENT COMPANY, a dissolved corporation	Fee acquisition for R/R
SBPR 20	0138-312-15	JAMES MCHENRY AND KATHRYN MCHENRY	Full fee acquisition for R/R & street purposes
SBPR 23	0138-312-53	HOAK BROS. PLATING, a California corporation	Fee acquisition for R/R
SBPR 24	0138-312-14	TIGER CUNHU YANG; SALLY YANG ZUO	PE for street purposes & TCE

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Commission Parcel #	APN #	Property Owner	Purpose of Acquisition**
SBPR 25	0138-312-55	ASHADI INVESTMENT LLC, a California limited liability company	PE for street purposes & TCE
SBPR 26/27	0138-312-16, & 57	JAMES L. CLARK	Fee acquisitions for R/R and TCEs
SBPR 30	0138-312-39	SAMPANIS, DAVID M.; ABBEY, STEPHEN M.	Full fee acquisition for R/R
SBPR 31	0138-312-51	MI CASA PROPERTY, LLC	Full fee acquisition for R/R
SBPR 32	0138-312-37	SEIFERT, JAMES W	Fee acquisition for R/R, PE for street purposes, & TCE
SBPR 33	0134-331-24	KLR PROPERTY LLC	PE for street purposes & TCE
SBPR 34/35	0137-043-10, 11, & 26	VARP, INC., a California corporation	Fee acquisition for R/R, PE for emergency access purposes, & TCEs
SBPR 36	0136-011-04	ARTHUR R. READ	Full fee take for R/R & street purposes
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	Fee acquisitions for R/R, PEs for street purposes, & TCEs
SBPR 39/44	0136-011-31 & 0136-091-11	JONG UK BYUN and BOK SOON BYUN	Fee acquisitions for R/R, & TCE
SBPR 40/41/42/43	0136-011-22, 26, 27, & 28	JIM K. FLETCHER TRUSTEE AND ARDITH M. FLETCHER TRUSTEE AND GLEN A. FLETCHER TRUSTEE AND KERRY L. FLETCHER TRUSTEE	Fee acquisitions for R/R, & TCEs
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	Full fee acquisition for R/R & Transit Center

BRD1303c-maa

Commission Parcel #	APN #	Property Owner	Purpose of Acquisition**
SBPR 48	0136-021-28	AFFAITATI LLC, a California limited liability company	Fee acquisition for R/R & Transit Center, & TCE
SBPR 51/52/53	0136-101-14, 15 & 21	SOUTHERN CALIFORNIA GAS COMPANY, a California corporation	Fee acquisitions for R/R & Transit Center, & TCEs
SBPR 54	0136-111-01	RAMON GONZALEZ AND IRMA GONZALEZ, TRUSTEES UDT NOVEMBER 4, 2002, FBO RAMON GONZALEZ AND IRMA GONZALEZ	Full fee acquisition for R/R & Transit Center
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	Fee acquisitions for R/R & Transit Center, PEs and TCEs
SBPR 60/61/62	0138-271-15, 16, & 17	ANTONIO MARTINEZ	PEs for street purposes & TCEs
SBPR 63	0138-271-18	ANCIRIA/RUBEN VASQUEZ	PE for street purposes & TCEs
SBPR 64	0138-271-19	PETER R. NASMYTH AND MELVON INVESTMENTS, LLC, A WYOMING LIMITED LIABILITY COMPANY	PE for street purposes & TCE
SBPR 65	0138-271-20	SYLVIA MICELI, TRUSTEE OF THE SYLVIA MICELI FAMILY TRUST	PE for street purposes & TCE
SBPR 66	0138-271-21	EDWARD LOUIS HOLLY	PE for street purposes & TCE
SBPR 67	0138-271-01, 02, & 03	LEONARDO HERNANDEZ and ELIZABETH HERNANDEZ	PE for street purposes & TCE
SBPR 69	0136-171-42	ARROWHEAD CENTRAL CREDIT UNION, a California corporation	Fee acquisition for storm detention basin & PE for access
SBPR 72	0136-011-38	STATE OF CALIFORNIA, CALTRANS	PE for slope easement

* PE denotes permanent easement; TCE denotes temporary construction easement; R/R denotes railroad

BRD1303c-maa

RESOLUTION NO. 13-047

RESOLUTION OF NECESSITY TO EXERCISE RIGHT OF EMINENT DOMAIN TO ACQUIRE PROPERTY FOR THE DOWNTOWN SAN BERNARDINO PASSENGER RAIL PROJECT

The San Bernardino County Transportation Commission ("Commission") hereby finds, determines, and resolves as follows:

WHEREAS public safety, welfare, convenience, interest and necessity require the acquisition by the Commission of the property hereinafter described for public use, to wit: Acquisition of property in the City of San Bernardino for the Downtown San Bernardino Passenger Rail Project ("Project").

WHEREAS the Commission was created pursuant to California Public Utilities Code sections 130050 and 130054.

WHEREAS the property interests described hereinafter are to be taken for public use, namely, for public transportation purposes and all uses necessary, incidental or convenient thereto, and for all public purposes pursuant to the authority conferred upon the Commission to acquire property by eminent domain by Article I, Section 19, of the California Constitution, California Public Utilities Code section 130220.5, and California Code of Civil Procedure sections 1240.010-1273.050.

WHEREAS the property to be acquired has been designated as Commission Parcel SBPR 1, which represents interests in portions of the property located at 936 West 3rd Street, San Bernardino, California, and which bears San Bernardino County Assessor's Parcel Number 0138-231-05, as described more specifically in the exhibits attached hereto, which are incorporated herein by this reference ("Property"). The legal description for the larger parcel of which the Property is a part is attached hereto as Exhibit A.

WHEREAS the Property consists of a permanent easement over, on, under, in, across, along, and through the area described in Exhibit B attached hereto for public street purposes.

WHEREAS the Property also consists of a temporary, non-exclusive construction easement over, on, under, in, across, along, and through the areas described in Exhibit C attached hereto, for the purpose of all necessary and convenient activities associated with the Project ("TCE"). The TCE shall be valid for a period of not more than eighteen (18) months. It shall commence seven (7) days from the date upon which the Commission or its authorized representative provides the owner with written notice of its intent to commence construction utilizing the TCE, and it shall terminate on the earliest of (a) the date upon which the Commission notifies the applicable owner that it no longer needs the TCE, (b) eighteen (18) months from the commencement date of the TCE, or (c) December 31, 2015. At the expiration of the TCE, the Commission or its agents shall restore the TCE area to a condition as near as practicable to the condition that existed immediately prior to the commencement of construction.

WHEREAS, the property interests described above and encompassed by Exhibit B are expressly limited as follows: The Commission and/or its agents shall protect in place or, failing that, replace in kind, the concrete paving currently existing within the permanent easement area.

WHEREAS by a vote of 2/3 or more of its members the Commission found and determined that:

(a) The acquisition of the Property is necessary for the development, construction, operation, and maintenance of the Project;

(b) The environmental impacts of the Project were evaluated in the Environmental Impact Report ("EIR") for this Project; and

(c) The Commission has reviewed and considered the EIR, prior to and as part of the process of determining whether to acquire the Property.

WHEREAS, in accordance with Code of Civil Procedure section 1245.230, by a vote of 2/3 or more of its members the Commission found and determined each of the following:

(a) The public interest and necessity require the Project;

(b) The Project is planned or located in the manner which will be most compatible with the greatest public good and the least private injury;

(c) The Property is necessary for the Project; and

(d) The offer required by Section 7267.2 of the Government Code has been made to the owner(s) of record or the offer has not been made because the owner(s) cannot be located with reasonable diligence.

WHEREAS pursuant to Sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that the Property is already devoted to a public use, the use to which the Property is to be put is a more necessary public use than the use to which the Property is already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Property is already devoted.

WHEREAS notice of intention to adopt this resolution was given to the person whose property is to be acquired by eminent domain in accordance with Section 1245.235 of the Code of Civil Procedure and a hearing was conducted by the Commission on the matters contained herein.

THEREFORE, BE IT RESOLVED that the Commission is hereby authorized to acquire in the Commission 's name the Property by donation, purchase, or by condemnation in accordance with the provisions of the Constitution of the State of California and the Code of Civil Procedure relating to eminent domain.

BE IT FURTHER RESOLVED that legal counsel is hereby authorized and directed to take all steps necessary to commence and prosecute to completion legal proceedings, in a court

of competent jurisdiction, to acquire the Property by eminent domain. Counsel is also authorized and directed to seek and obtain an Order for Prejudgment Possession of the Property in accordance with the provisions of the eminent domain law and, in so doing, Counsel is authorized to deposit the amount of probable compensation with the State Treasurer. Counsel may enter into stipulated Orders for Prejudgment Possession and/or Possession and Use Agreements, where such agreements constitute the functional equivalent of an Order for Prejudgment Possession. Counsel is further authorized to correct any errors or to make or agree to any non-material changes to the legal description of the real property that are deemed necessary for the conduct of the condemnation action or other proceedings or transactions required to acquire the Property. Counsel is further authorized, subject to the approval of the Commission, to compromise and settle such eminent domain proceedings, if such settlement can be reached, and in that event, to take all necessary action to complete the acquisition, including entering into stipulations as to judgment and other matters, and cause all payments to be made.

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed:

_____

RESOLUTION NO. 13-048

RESOLUTION OF NECESSITY TO EXERCISE RIGHT OF EMINENT DOMAIN TO ACQUIRE PROPERTY FOR THE DOWNTOWN SAN BERNARDINO PASSENGER RAIL PROJECT

The San Bernardino County Transportation Commission ("Commission") hereby finds, determines, and resolves as follows:

WHEREAS public safety, welfare, convenience, interest and necessity require the acquisition by the Commission of the property hereinafter described for public use, to wit: Acquisition of property in the City of San Bernardino for the Downtown San Bernardino Passenger Rail Project ("Project").

WHEREAS the Commission was created pursuant to California Public Utilities Code sections 130050 and 130054.

WHEREAS the property interests described hereinafter are to be taken for public use, namely, for public transportation purposes and all uses necessary, incidental or convenient thereto, and for all public purposes pursuant to the authority conferred upon the Commission to acquire property by eminent domain by Article I, Section 19, of the California Constitution, California Public Utilities Code section 130220.5, and California Code of Civil Procedure sections 1240.010-1273.050.

WHEREAS the property to be acquired has been designated as Commission Parcels SBPR 3, 55, and 56, which represents interests in portions of the property located at 971 West 3rd Street, San Bernardino, California, and which bears San Bernardino County Assessor's Parcel Numbers 0138-273-01, 0138-273-02, 0138-273-03, 0138-273-04, 0138-273-05, 0138-273-06, 0138-273-07, and 0138-273-36, as described more specifically in the exhibits attached hereto, which are incorporated herein by this reference ("Property"). The legal description for the larger parcel of which the Property is a part is attached hereto as Exhibit A.

WHEREAS the Property consists of a fee simple interest in Assessor's Parcel Number 0138-273-36, as described in Exhibit B attached hereto for the purposes of constructing, maintaining, and operating the Project.

WHEREAS the Property also consists of a fee simple interest in the area described in Exhibit C attached hereto for the purposes of constructing, maintaining, and operating the Project.

WHEREAS the Property also consists of a fee simple interest in the area described in Exhibit D attached hereto for the purposes of constructing, maintaining, and operating the Project.

WHEREAS the Property also consists of a permanent easement over, on, under, in, across, along, and through the area described in Exhibit E attached hereto for public street purposes.

WHEREAS the Property also consists of a temporary, non-exclusive construction easement over, on, under, in, across, along, and through the areas described in Exhibit F attached hereto, for

the purpose of all necessary and convenient activities associated with the Project ("TCE 1"). TCE 1 shall be valid for a period of not more than six (6) months. It shall commence seven (7) days from the date upon which the Commission or its authorized representative provides the owner with written notice of its intent to commence construction utilizing TCE 1, and it shall terminate on the earliest of (a) the date upon which the Commission notifies the applicable owner that it no longer needs TCE 1, (b) six (6) months from the commencement date of TCE 1, or (c) December 31, 2015. At the expiration of TCE 1, the Commission or its agents shall restore the TCE area to a condition as near as practicable to the condition that existed immediately prior to the commencement of construction.

WHEREAS the Property also consists of a temporary, non-exclusive construction easement over, on, under, in, across, along, and through the areas described in Exhibit G attached hereto, for the purpose of all necessary and convenient activities associated with the Project ("TCE 2"). TCE 2 shall be valid for a period of not more than eighteen (18) months. It shall commence seven (7) days from the date upon which the Commission or its authorized representative provides the owner with written notice of its intent to commence construction utilizing TCE 2, and it shall terminate on the earliest of (a) the date upon which the Commission notifies the applicable owner that it no longer needs TCE 2, (b) eighteen (18) months from the commencement date of TCE 2, or (c) December 31, 2015. At the expiration of TCE 2, the Commission or its agents shall restore the TCE area to a condition as near as practicable to the condition that existed immediately prior to the commencement of construction.

WHEREAS the Property also consists of a temporary, non-exclusive construction easement over, on, under, in, across, along, and through the areas described in Exhibit H attached hereto, for the purpose of all necessary and convenient activities associated with the Project ("TCE 3"). TCE 3 shall be valid for a period of not more than six (6) months. It shall commence seven (7) days from the date upon which the Commission or its authorized representative provides the owner with written notice of its intent to commence construction utilizing TCE 3, and it shall terminate on the earliest of (a) the date upon which the Commission notifies the applicable owner that it no longer needs TCE 3, (b) six (6) months from the commencement date of TCE 3, or (c) December 31, 2015.

WHEREAS the Property also consists of a temporary, non-exclusive construction easement over, on, under, in, across, along, and through the areas described in Exhibit I attached hereto, for the purpose of all necessary and convenient activities associated with the Project ("TCE 4"). TCE 4 shall be valid for a period of not more than eighteen (18) months. It shall commence seven (7) days from the date upon which the Commission or its authorized representative provides the owner with written notice of its intent to commence construction utilizing TCE 4, and it shall terminate on the earliest of (a) the date upon which the Commission notifies the applicable owner that it no longer needs TCE 4, (b) eighteen (18) months from the commencement date of TCE 4, or (c) December 31, 2015.

WHEREAS by a vote of 2/3 or more of its members the Commission found and determined that:

(a) The acquisition of the Property is necessary for the development, construction, operation, and maintenance of the Project;

(b) The environmental impacts of the Project were evaluated in the Environmental Impact Report ("EIR") for this Project; and

(c) The Commission has reviewed and considered the EIR, prior to and as part of the process of determining whether to acquire the Property.

WHEREAS, in accordance with Code of Civil Procedure section 1245.230, by a vote of 2/3 or more of its members the Commission found and determined each of the following:

(a) The public interest and necessity require the Project;

(b) The Project is planned or located in the manner which will be most compatible with the greatest public good and the least private injury;

(c) The Property is necessary for the Project; and

(d) The offer required by Section 7267.2 of the Government Code has been made to the owner(s) of record or the offer has not been made because the owner(s) cannot be located with reasonable diligence.

WHEREAS pursuant to Sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that the Property is already devoted to a public use, the use to which the Property is to be put is a more necessary public use than the use to which the Property is already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Property is already devoted.

WHEREAS notice of intention to adopt this resolution was given to the person whose property is to be acquired by eminent domain in accordance with Section 1245.235 of the Code of Civil Procedure and a hearing was conducted by the Commission on the matters contained herein.

THEREFORE, BE IT RESOLVED that the Commission is hereby authorized to acquire in the Commission's name the Property by donation, purchase, or by condemnation in accordance with the provisions of the Constitution of the State of California and the Code of Civil Procedure relating to eminent domain.

BE IT FURTHER RESOLVED that legal counsel is hereby authorized and directed to take all steps necessary to commence and prosecute to completion legal proceedings, in a court of competent jurisdiction, to acquire the Property by eminent domain. Counsel is also authorized and directed to seek and obtain an Order for Prejudgment Possession of the Property in accordance with the provisions of the eminent domain law and, in so doing, Counsel is authorized to deposit the amount of probable compensation with the State Treasurer. Counsel may enter into stipulated Orders for Prejudgment Possession and/or Possession and Use Agreements, where such agreements constitute the functional equivalent of an Order for Prejudgment Possession. Counsel is further authorized to correct any errors or to make or agree to any non-material changes to the legal description of the real property that are deemed necessary for the conduct of the condemnation action or other proceedings or transactions required to acquire the Property. Counsel is further authorized, subject to the approval of the

Commission, to compromise and settle such eminent domain proceedings, if such settlement can be reached, and in that event, to take all necessary action to complete the acquisition, including entering into stipulations as to judgment and other matters, and cause all payments to be made.

	Approved *Board of Directors* *Date:* _____ *Moved:* *Second:* *In Favor:* *Opposed:* *Abstained:* *Witnessed:*

http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/reso13048-a.pdf

RESOLUTION NO. 13-049

RESOLUTION OF NECESSITY TO EXERCISE RIGHT OF EMINENT DOMAIN TO ACQUIRE PROPERTY FOR THE DOWNTOWN SAN BERNARDINO PASSENGER RAIL PROJECT

The San Bernardino County Transportation Commission ("Commission") hereby finds, determines, and resolves as follows:

WHEREAS public safety, welfare, convenience, interest and necessity require the acquisition by the Commission of the property hereinafter described for public use, to wit: Acquisition of property in the City of San Bernardino for the Downtown San Bernardino Passenger Rail Project ("Project").

WHEREAS the Commission was created pursuant to California Public Utilities Code sections 130050 and 130054.

WHEREAS the property interests described hereinafter are to be taken for public use, namely, for public transportation purposes and all uses necessary, incidental or convenient thereto, and for all public purposes pursuant to the authority conferred upon the Commission to acquire property by eminent domain by Article I, Section 19, of the California Constitution, California Public Utilities Code section 130220.5, and California Code of Civil Procedure sections 1240.010-1273.050.

WHEREAS the property to be acquired has been designated as Commission Parcels SBPR 4 and 7, which represents interests in portions of the property located at 981 West 3rd Street, San Bernardino, California, and which bears San Bernardino County Assessor's Parcel Numbers 0138-273-01, 0138-273-02, 0138-273-03, 0138-273-04, 0138-273-05, 0138-273-06, 0138-273-07, and 0138-273-36, as described more specifically in the exhibits attached hereto, which are incorporated herein by this reference ("Property"). The legal description for the larger parcel of which the Property is a part is attached hereto as Exhibit A.

WHEREAS the Property consists of a fee simple interest in a portion of Assessor's Parcel Number 0138-273-03, as described in Exhibit B attached hereto for the purposes of constructing, maintaining, and operating the Project.

WHEREAS the Property also consists of a fee simple interest in a portion of Assessor's Parcel Number 0138-273-04, as described in Exhibit C attached hereto for the purposes of constructing, maintaining, and operating the Project.

WHEREAS the Property also consists of a permanent easement over, on, under, in, across, along, and through the area described in Exhibit D attached hereto for public street purposes.

WHEREAS the Property also consists of a temporary, non-exclusive construction easement over, on, under, in, across, along, and through the areas described in Exhibit E attached hereto, for the purpose of all necessary and convenient activities associated with the Project ("TCE"). The TCE shall be valid for a period of not more than eighteen (18) months. It shall commence seven (7)

days from the date upon which the Commission or its authorized representative provides the owner with written notice of its intent to commence construction utilizing the TCE, and it shall terminate on the earliest of (a) the date upon which the Commission notifies the applicable owner that it no longer needs the TCE, (b) eighteen (18) months from the commencement date of the TCE, or (c) December 31, 2015.

WHEREAS, the interests being acquired by the Commission are expressly limited as follows: The Commission and/or its agent shall take appropriate steps to ensure that, at all times during construction, the larger parcel retains access to the existing parking area.

WHEREAS by a vote of 2/3 or more of its members the Commission found and determined that:

(a) The acquisition of the Property is necessary for the development, construction, operation, and maintenance of the Project;

(b) The environmental impacts of the Project were evaluated in the Environmental Impact Report ("EIR") for this Project; and

(c) The Commission has reviewed and considered the EIR, prior to and as part of the process of determining whether to acquire the Property.

WHEREAS, in accordance with Code of Civil Procedure section 1245.230, by a vote of 2/3 or more of its members the Commission found and determined each of the following:

(a) The public interest and necessity require the Project;

(b) The Project is planned or located in the manner which will be most compatible with the greatest public good and the least private injury;

(c) The Property is necessary for the Project; and

(d) The offer required by Section 7267.2 of the Government Code has been made to the owner(s) of record or the offer has not been made because the owner(s) cannot be located with reasonable diligence.

WHEREAS pursuant to Sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that the Property is already devoted to a public use, the use to which the Property is to be put is a more necessary public use than the use to which the Property is already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Property is already devoted.

WHEREAS notice of intention to adopt this resolution was given to the person whose property is to be acquired by eminent domain in accordance with Section 1245.235 of the Code of Civil Procedure and a hearing was conducted by the Commission on the matters contained herein.

THEREFORE, BE IT RESOLVED that the Commission is hereby authorized to acquire in the Commission's name the Property by donation, purchase, or by condemnation in accordance with the provisions of the Constitution of the State of California and the Code of Civil Procedure relating to eminent domain.

BE IT FURTHER RESOLVED that legal counsel is hereby authorized and directed to take all steps necessary to commence and prosecute to completion legal proceedings, in a court of competent jurisdiction, to acquire the Property by eminent domain. Counsel is also authorized and directed to seek and obtain an Order for Prejudgment Possession of the Property in accordance with the provisions of the eminent domain law and, in so doing, Counsel is authorized to deposit the amount of probable compensation with the State Treasurer. Counsel may enter into stipulated Orders for Prejudgment Possession and/or Possession and Use Agreements, where such agreements constitute the functional equivalent of an Order for Prejudgment Possession. Counsel is further authorized to correct any errors or to make or agree to any non-material changes to the legal description of the real property that are deemed necessary for the conduct of the condemnation action or other proceedings or transactions required to acquire the Property. Counsel is further authorized, subject to the approval of the Commission, to compromise and settle such eminent domain proceedings, if such settlement can be reached, and in that event, to take all necessary action to complete the acquisition, including entering into stipulations as to judgment and other matters, and cause all payments to be made.

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed:

_____

http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/reso13049-a.pdf

RESOLUTION NO. 13-050

RESOLUTION OF NECESSITY TO EXERCISE RIGHT OF EMINENT DOMAIN TO ACQUIRE PROPERTY FOR THE DOWNTOWN SAN BERNARDINO PASSENGER RAIL PROJECT

The San Bernardino County Transportation Commission ("Commission") hereby finds, determines, and resolves as follows:

WHEREAS public safety, welfare, convenience, interest and necessity require the acquisition by the Commission of the property hereinafter described for public use, to wit: Acquisition of property in the City of San Bernardino for the Downtown San Bernardino Passenger Rail Project ("Project").

WHEREAS the Commission was created pursuant to California Public Utilities Code sections 130050 and 130054.

WHEREAS the property interests described hereinafter are to be taken for public use, namely, for public transportation purposes and all uses necessary, incidental or convenient thereto, and for all public purposes pursuant to the authority conferred upon the Commission to acquire property by eminent domain by Article I, Section 19, of the California Constitution, California Public Utilities Code section 130220.5, and California Code of Civil Procedure sections 1240.010-1273.050.

WHEREAS the property to be acquired has been designated as Commission Parcels SBPR 10, 11, 13, and 14, which represents interests in portions of a property located at 254-260 North I St., San Bernardino, California, and which bear San Bernardino County Assessor's Parcel Numbers 0138-273-11, 0138-273-12, 0138-273-13, 0138-273-16, and 0138-273-33, as described more specifically in the exhibits attached hereto, which are incorporated herein by this reference ("Property"). The legal description for the larger parcel of which the Property is a part is attached hereto as Exhibit A.

WHEREAS the Property consists of a fee simple interest in the area described in Exhibit B attached hereto for the purposes of constructing, maintaining, and operating the Project.

WHEREAS the Property also consists of a fee simple interest in the area described in Exhibit C attached hereto for the purposes of constructing, maintaining, and operating the Project.

WHEREAS the Property also consists of a fee simple interest in the area described in Exhibit D attached hereto for the purposes of constructing, maintaining, and operating the Project.

WHEREAS the Property also consists of a fee simple interest in the area described in Exhibit E attached hereto for the purposes of constructing, maintaining, and operating the Project.

WHEREAS the Property also consists of a temporary, non-exclusive construction easement over, on, under, in, across, along, and through the areas described in Exhibit F attached hereto, for the purpose of all necessary and convenient activities associated with the Project ("TCE"). The

TCE shall be valid for a period of not more than eighteen (18) months. It shall commence seven (7) days from the date upon which the Commission or its authorized representative provides the owner with written notice of its intent to commence construction utilizing the TCE, and it shall terminate on the earliest of (a) the date upon which the Commission notifies the applicable owner that it no longer needs the TCE, (b) eighteen (18) months from the commencement date of the TCE, or (c) December 31, 2015. At the expiration of the TCE, the Commission or its agents shall restore the TCE area to a condition as near as practicable to the condition that existed immediately prior to the commencement of construction.

WHEREAS by a vote of 2/3 or more of its members the Commission found and determined that:

(a) The acquisition of the Property is necessary for the development, construction, operation, and maintenance of the Project;

(b) The environmental impacts of the Project were evaluated in the Environmental Impact Report ("EIR") for this Project; and

(c) The Commission has reviewed and considered the EIR, prior to and as part of the process of determining whether to acquire the Property.

WHEREAS, in accordance with Code of Civil Procedure section 1245.230, by a vote of 2/3 or more of its members the Commission found and determined each of the following:

(a) The public interest and necessity require the Project;

(b) The Project is planned or located in the manner which will be most compatible with the greatest public good and the least private injury;

(c) The Property is necessary for the Project; and

(d) The offer required by Section 7267.2 of the Government Code has been made to the owner(s) of record or the offer has not been made because the owner(s) cannot be located with reasonable diligence.

WHEREAS pursuant to Sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that the Property is already devoted to a public use, the use to which the Property is to be put is a more necessary public use than the use to which the Property is already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Property is already devoted.

WHEREAS notice of intention to adopt this resolution was given to the person whose property is to be acquired by eminent domain in accordance with Section 1245.235 of the Code of Civil Procedure and a hearing was conducted by the Commission on the matters contained herein.

THEREFORE, BE IT RESOLVED that the Commission is hereby authorized to acquire in the Commission's name the Property by donation, purchase, or by condemnation in

accordance with the provisions of the Constitution of the State of California and the Code of Civil Procedure relating to eminent domain.

BE IT FURTHER RESOLVED that legal counsel is hereby authorized and directed to take all steps necessary to commence and prosecute to completion legal proceedings, in a court of competent jurisdiction, to acquire the Property by eminent domain. Counsel is also authorized and directed to seek and obtain an Order for Prejudgment Possession of the Property in accordance with the provisions of the eminent domain law and, in so doing, Counsel is authorized to deposit the amount of probable compensation with the State Treasurer. Counsel may enter into stipulated Orders for Prejudgment Possession and/or Possession and Use Agreements, where such agreements constitute the functional equivalent of an Order for Prejudgment Possession. Counsel is further authorized to correct any errors or to make or agree to any non-material changes to the legal description of the real property that are deemed necessary for the conduct of the condemnation action or other proceedings or transactions required to acquire the Property. Counsel is further authorized, subject to the approval of the Commission, to compromise and settle such eminent domain proceedings, if such settlement can be reached, and in that event, to take all necessary action to complete the acquisition, including entering into stipulations as to judgment and other matters, and cause all payments to be made.

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed:

_____

RESOLUTION NO. 13-051

RESOLUTION OF NECESSITY TO EXERCISE RIGHT OF EMINENT DOMAIN TO ACQUIRE PROPERTY FOR THE DOWNTOWN SAN BERNARDINO PASSENGER RAIL PROJECT

The San Bernardino County Transportation Commission ("Commission") hereby finds, determines, and resolves as follows:

WHEREAS public safety, welfare, convenience, interest and necessity require the acquisition by the Commission of the property hereinafter described for public use, to wit: Acquisition of property in the City of San Bernardino for the Downtown San Bernardino Passenger Rail Project ("Project").

WHEREAS the Commission was created pursuant to California Public Utilities Code sections 130050 and 130054.

WHEREAS the property interests described hereinafter are to be taken for public use, namely, for public transportation purposes and all uses necessary, incidental or convenient thereto, and for all public purposes pursuant to the authority conferred upon the Commission to acquire property by eminent domain by Article I, Section 19, of the California Constitution, California Public Utilities Code section 130220.5, and California Code of Civil Procedure sections 1240.010-1273.050.

WHEREAS the property to be acquired has been designated as Commission Parcel SBPR 15, which represents interests in portions of the property located at 950 W. 2nd Street, San Bernardino, California, and which bears San Bernardino County Assessor's Parcel Number 0138-273-24, as described more specifically in the exhibits attached hereto, which are incorporated herein by this reference ("Property"). The legal description for the larger parcel of which the Property is a part is attached hereto as Exhibit A.

WHEREAS the Property consists of a fee simple interest in the area described in Exhibit B attached hereto for the purposes of constructing, maintaining, and operating the Project.

WHEREAS the Property also consists of a temporary, non-exclusive construction easement over, on, under, in, across, along, and through the areas described in Exhibit C attached hereto, for the purpose of all necessary and convenient activities associated with the Project ("TCE 1"). TCE 1 shall be valid for a period of not more than eighteen (18) months. It shall commence seven (7) days from the date upon which the Commission or its authorized representative provides the owner with written notice of its intent to commence construction utilizing TCE 1, and it shall terminate on the earliest of (a) the date upon which the Commission notifies the applicable owner that it no longer needs TCE 1, (b) eighteen (18) months from the commencement date of TCE 1, or (c) December 31, 2015. At the expiration of TCE 1, the Commission or its agents shall restore the TCE area to a condition as near as practicable to the condition that existed immediately prior to the commencement of construction.

WHEREAS the Property also consists of a temporary, non-exclusive construction easement

over, on, under, in, across, along, and through the areas described in Exhibit D attached hereto, for the purpose of all necessary and convenient activities associated with the Project ("TCE 2"). TCE 2 shall be valid for a period of not more than fourteen (14) days. It shall commence seven (7) days from the date upon which the Commission or its authorized representative provides the owner with written notice of its intent to commence construction utilizing TCE 2, and it shall terminate on the earliest of (a) the date upon which the Commission notifies the applicable owner that it no longer needs TCE 2, (b) fourteen (14) days from the commencement date of TCE 2, or (c) December 31, 2015. At the expiration of TCE 2, the Commission or its agents shall restore the TCE area to a condition as near as practicable to the condition that existed immediately prior to the commencement of construction.

WHEREAS, the property interests described above and encompassed by Exhibit C are expressly limited as follows: to the extent the following items are located within the TCE area, the Commission and/or its agents shall protect in place or, failing that, replace in kind, the currently existing chain link fencing, wrought iron fencing, asphalt paving, concrete paving, steel frame storage shed, marked automobile parking spaces, and landscaping prior to the expiration of the TCE.

WHEREAS by a vote of 2/3 or more of its members the Commission found and determined that:

(a) The acquisition of the Property is necessary for the development, construction, operation, and maintenance of the Project;

(b) The environmental impacts of the Project were evaluated in the Environmental Impact Report ("EIR") for this Project; and

(c) The Commission has reviewed and considered the EIR, prior to and as part of the process of determining whether to acquire the Property.

WHEREAS, in accordance with Code of Civil Procedure section 1245.230, by a vote of 2/3 or more of its members the Commission found and determined each of the following:

(a) The public interest and necessity require the Project;

(b) The Project is planned or located in the manner which will be most compatible with the greatest public good and the least private injury;

(c) The Property is necessary for the Project; and

(d) The offer required by Section 7267.2 of the Government Code has been made to the owner(s) of record or the offer has not been made because the owner(s) cannot be located with reasonable diligence.

WHEREAS pursuant to Sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that the Property is already devoted to a public use, the use to which the Property is to be put is a more necessary public use than the use to which the Property is already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair

the continuance of the public use to which the Property is already devoted.

WHEREAS notice of intention to adopt this resolution was given to the person whose property is to be acquired by eminent domain in accordance with Section 1245.235 of the Code of Civil Procedure and a hearing was conducted by the Commission on the matters contained herein.

THEREFORE, BE IT RESOLVED that the Commission is hereby authorized to acquire in the Commission's name the Property by donation, purchase, or by condemnation in accordance with the provisions of the Constitution of the State of California and the Code of Civil Procedure relating to eminent domain.

BE IT FURTHER RESOLVED that legal counsel is hereby authorized and directed to take all steps necessary to commence and prosecute to completion legal proceedings, in a court of competent jurisdiction, to acquire the Property by eminent domain. Counsel is also authorized and directed to seek and obtain an Order for Prejudgment Possession of the Property in accordance with the provisions of the eminent domain law and, in so doing, Counsel is authorized to deposit the amount of probable compensation with the State Treasurer. Counsel may enter into stipulated Orders for Prejudgment Possession and/or Possession and Use Agreements, where such agreements constitute the functional equivalent of an Order for Prejudgment Possession. Counsel is further authorized to correct any errors or to make or agree to any non-material changes to the legal description of the real property that are deemed necessary for the conduct of the condemnation action or other proceedings or transactions required to acquire the Property. Counsel is further authorized, subject to the approval of the Commission, to compromise and settle such eminent domain proceedings, if such settlement can be reached, and in that event, to take all necessary action to complete the acquisition, including entering into stipulations as to judgment and other matters, and cause all payments to be made.

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed:

RESOLUTION NO. 13-052

RESOLUTION OF NECESSITY TO EXERCISE RIGHT OF EMINENT DOMAIN TO ACQUIRE PROPERTY FOR THE DOWNTOWN SAN BERNARDINO PASSENGER RAIL PROJECT

The San Bernardino County Transportation Commission ("Commission") hereby finds, determines, and resolves as follows:

WHEREAS public safety, welfare, convenience, interest and necessity require the acquisition by the Commission of the property hereinafter described for public use, to wit: Acquisition of property in the City of San Bernardino for the Downtown San Bernardino Passenger Rail Project ("Project").

WHEREAS the Commission was created pursuant to California Public Utilities Code sections 130050 and 130054.

WHEREAS the property interests described hereinafter are to be taken for public use, namely, for public transportation purposes and all uses necessary, incidental or convenient thereto, and for all public purposes pursuant to the authority conferred upon the Commission to acquire property by eminent domain by Article I, Section 19, of the California Constitution, California Public Utilities Code section 130220.5, and California Code of Civil Procedure sections 1240.010-1273.050.

WHEREAS the property to be acquired has been designated as Commission Parcel SBPR 16, which represents an interest in a portion of the property located at 968 West 2nd Street, San Bernardino, California, and which bears San Bernardino County Assessor's Parcel Number 0138-273-25, as described more specifically in the exhibits attached hereto, which are incorporated herein by this reference ("Property"). The legal description for the larger parcel of which the Property is a part is attached hereto as Exhibit A.

WHEREAS the Property consists of a temporary, non-exclusive construction easement over, on, under, in, across, along, and through the areas described in Exhibit B attached hereto, for the purpose of all necessary and convenient activities associated with the Project ("TCE"). The TCE shall be valid for a period of not more than fourteen (14) days. It shall commence seven (7) days from the date upon which the Commission or its authorized representative provides the owner with written notice of its intent to commence construction utilizing the TCE, and it shall terminate on the earliest of (a) the date upon which the Commission notifies the applicable owner that it no longer needs the TCE, (b) fourteen (14) days from the commencement date of the TCE, or (c) December 31, 2015. At the expiration of the TCE, the Commission or its agents shall restore the TCE area to a condition as near as practicable to the condition that existed immediately prior to the commencement of construction.

WHEREAS, the property interests described above and encompassed by Exhibit B are expressly limited as follows: The Commission and/or its agents shall protect in place or, failing that, replace in kind, the currently existing concrete paving, asphalt paving, chain link fencing, in-ground irrigation system and ornamental landscaping improvements located within the TCE area

prior to the expiration of the TCE.

WHEREAS by a vote of 2/3 or more of its members the Commission found and determined that:

(a) The acquisition of the Property is necessary for the development, construction, operation, and maintenance of the Project;

(b) The environmental impacts of the Project were evaluated in the Environmental Impact Report ("EIR") for this Project; and

(c) The Commission has reviewed and considered the EIR, prior to and as part of the process of determining whether to acquire the Property.

WHEREAS, in accordance with Code of Civil Procedure section 1245.230, by a vote of 2/3 or more of its members the Commission found and determined each of the following:

(a) The public interest and necessity require the Project;

(b) The Project is planned or located in the manner which will be most compatible with the greatest public good and the least private injury;

(c) The Property is necessary for the Project; and

(d) The offer required by Section 7267.2 of the Government Code has been made to the owner(s) of record or the offer has not been made because the owner(s) cannot be located with reasonable diligence.

WHEREAS pursuant to Sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that the Property is already devoted to a public use, the use to which the Property is to be put is a more necessary public use than the use to which the Property is already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Property is already devoted.

WHEREAS notice of intention to adopt this resolution was given to the person whose property is to be acquired by eminent domain in accordance with Section 1245.235 of the Code of Civil Procedure and a hearing was conducted by the Commission on the matters contained herein.

THEREFORE, BE IT RESOLVED that the Commission is hereby authorized to acquire in the Commission's name the Property by donation, purchase, or by condemnation in accordance with the provisions of the Constitution of the State of California and the Code of Civil Procedure relating to eminent domain.

BE IT FURTHER RESOLVED that legal counsel is hereby authorized and directed to take all steps necessary to commence and prosecute to completion legal proceedings, in a court of competent jurisdiction, to acquire the Property by eminent domain. Counsel is also authorized and directed to seek and obtain an Order for Prejudgment Possession of the Property in

accordance with the provisions of the eminent domain law and, in so doing, Counsel is authorized to deposit the amount of probable compensation with the State Treasurer. Counsel may enter into stipulated Orders for Prejudgment Possession and/or Possession and Use Agreements, where such agreements constitute the functional equivalent of an Order for Prejudgment Possession. Counsel is further authorized to correct any errors or to make or agree to any non-material changes to the legal description of the real property that are deemed necessary for the conduct of the condemnation action or other proceedings or transactions required to acquire the Property. Counsel is further authorized, subject to the approval of the Commission, to compromise and settle such eminent domain proceedings, if such settlement can be reached, and in that event, to take all necessary action to complete the acquisition, including entering into stipulations as to judgment and other matters, and cause all payments to be made.

	Approved *Board of Directors* *Date:* _____
	Moved: *Second:*
	In Favor: *Opposed:* *Abstained:*
	Witnessed:

RESOLUTION NO. 13-053

RESOLUTION OF NECESSITY TO EXERCISE RIGHT OF EMINENT DOMAIN TO ACQUIRE PROPERTY FOR THE DOWNTOWN SAN BERNARDINO PASSENGER RAIL PROJECT

The San Bernardino County Transportation Commission ("Commission") hereby finds, determines, and resolves as follows:

WHEREAS public safety, welfare, convenience, interest and necessity require the acquisition by the Commission of the property hereinafter described for public use, to wit: Acquisition of property in the City of San Bernardino for the Downtown San Bernardino Passenger Rail Project ("Project").

WHEREAS the Commission was created pursuant to California Public Utilities Code sections 130050 and 130054.

WHEREAS the property interests described hereinafter are to be taken for public use, namely, for public transportation purposes and all uses necessary, incidental or convenient thereto, and for all public purposes pursuant to the authority conferred upon the Commission to acquire property by eminent domain by Article I, Section 19, of the California Constitution, California Public Utilities Code section 130220.5, and California Code of Civil Procedure sections 1240.010-1273.050.

WHEREAS the property to be acquired has been designated as Commission Parcel SBPR 17, which represents interests in a portion of the property located at 982 West 2nd Street, San Bernardino, California, and which bears San Bernardino County Assessor's Parcel Numbers 0138-273-26 and 0138-273-27, as described more specifically in the exhibits attached hereto, which are incorporated herein by this reference ("Property"). The legal description for the larger parcel of which the Property is a part is attached hereto as Exhibit A.

WHEREAS the Property consists of a temporary, non-exclusive construction easement over, on, under, in, across, along, and through the areas described in Exhibit B attached hereto, for the purpose of all necessary and convenient activities associated with the Project ("TCE"). The TCE shall be valid for a period of not more than fourteen (14) days. It shall commence seven (7) days from the date upon which the Commission or its authorized representative provides the owner with written notice of its intent to commence construction utilizing the TCE, and it shall terminate on the earliest of (a) the date upon which the Commission notifies the applicable owner that it no longer needs the TCE, (b) fourteen (14) days from the commencement date of the TCE, or (c) December 31, 2015. At the expiration of the TCE, the Commission or its agents shall restore the TCE area to a condition as near as practicable to the condition that existed immediately prior to the commencement of construction.

WHEREAS, the property interests described above and encompassed by Exhibits B are expressly limited as follows: The Commission and/or its agents shall protect in place or, failing that, replace in kind, the currently existing asphalt paving, concrete paving, business sign, medium tree, and lawn area located within the TCE area prior to the expiration of the TCE. In addition, at

least one half of the driveway will remain accessible for ingress and egress at all times during construction.

WHEREAS by a vote of 2/3 or more of its members the Commission found and determined that:

(a) The acquisition of the Property is necessary for the development, construction, operation, and maintenance of the Project;

(b) The environmental impacts of the Project were evaluated in the Environmental Impact Report ("EIR") for this Project; and

(c) The Commission has reviewed and considered the EIR, prior to and as part of the process of determining whether to acquire the Property.

WHEREAS, in accordance with Code of Civil Procedure section 1245.230, by a vote of 2/3 or more of its members the Commission found and determined each of the following:

(a) The public interest and necessity require the Project;

(b) The Project is planned or located in the manner which will be most compatible with the greatest public good and the least private injury;

(c) The Property is necessary for the Project; and

(d) The offer required by Section 7267.2 of the Government Code has been made to the owner(s) of record or the offer has not been made because the owner(s) cannot be located with reasonable diligence.

WHEREAS pursuant to Sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that the Property is already devoted to a public use, the use to which the Property is to be put is a more necessary public use than the use to which the Property is already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Property is already devoted.

WHEREAS notice of intention to adopt this resolution was given to the person whose property is to be acquired by eminent domain in accordance with Section 1245.235 of the Code of Civil Procedure and a hearing was conducted by the Commission on the matters contained herein.

THEREFORE, BE IT RESOLVED that the Commission is hereby authorized to acquire in the Commission's name the Property by donation, purchase, or by condemnation in accordance with the provisions of the Constitution of the State of California and the Code of Civil Procedure relating to eminent domain.

BE IT FURTHER RESOLVED that legal counsel is hereby authorized and directed to take all steps necessary to commence and prosecute to completion legal proceedings, in a court of competent jurisdiction, to acquire the Property by eminent domain. Counsel is also authorized

and directed to seek and obtain an Order for Prejudgment Possession of the Property in accordance with the provisions of the eminent domain law and, in so doing, Counsel is authorized to deposit the amount of probable compensation with the State Treasurer. Counsel may enter into stipulated Orders for Prejudgment Possession and/or Possession and Use Agreements, where such agreements constitute the functional equivalent of an Order for Prejudgment Possession. Counsel is further authorized to correct any errors or to make or agree to any non-material changes to the legal description of the real property that are deemed necessary for the conduct of the condemnation action or other proceedings or transactions required to acquire the Property. Counsel is further authorized, subject to the approval of the Commission, to compromise and settle such eminent domain proceedings, if such settlement can be reached, and in that event, to take all necessary action to complete the acquisition, including entering into stipulations as to judgment and other matters, and cause all payments to be made.

	Approved *Board of Directors* *Date:* _____ *Moved:* *Second:* *In Favor:* *Opposed:* *Abstained:* *Witnessed:*

http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/reso13053-a.pdf

RESOLUTION NO. 13-054

RESOLUTION OF NECESSITY TO EXERCISE RIGHT OF EMINENT DOMAIN TO ACQUIRE PROPERTY FOR THE DOWNTOWN SAN BERNARDINO PASSENGER RAIL PROJECT

The San Bernardino County Transportation Commission ("Commission") hereby finds, determines, and resolves as follows:

WHEREAS public safety, welfare, convenience, interest and necessity require the acquisition by the Commission of the property hereinafter described for public use, to wit: Acquisition of property in the City of San Bernardino for the Downtown San Bernardino Passenger Rail Project ("Project").

WHEREAS the Commission was created pursuant to California Public Utilities Code sections 130050 and 130054.

WHEREAS the property interests described hereinafter are to be taken for public use, namely, for public transportation purposes and all uses necessary, incidental or convenient thereto, and for all public purposes pursuant to the authority conferred upon the Commission to acquire property by eminent domain by Article I, Section 19, of the California Constitution, California Public Utilities Code section 130220.5, and California Code of Civil Procedure sections 1240.010-1273.050.

WHEREAS the property to be acquired has been designated as Commission Parcel SBPR 18, which represents interests in a portion of property located in San Bernardino, California, and which bears San Bernardino County Assessor's Parcel Number 0138-273-40, as described more specifically in the exhibits attached hereto, which are incorporated herein by this reference ("Property"). The legal description for the larger parcel of which the Property is a part is attached hereto as Exhibit A.

WHEREAS the Property consists of a fee simple interest in the area described in Exhibit B attached hereto for the purposes of constructing, maintaining, and operating the Project.

WHEREAS by a vote of 2/3 or more of its members the Commission found and determined that:

(a) The acquisition of the Property is necessary for the development, construction, operation, and maintenance of the Project;

(b) The environmental impacts of the Project were evaluated in the Environmental Impact Report ("EIR") for this Project; and

(c) The Commission has reviewed and considered the EIR, prior to and as part of the process of determining whether to acquire the Property.

WHEREAS, in accordance with Code of Civil Procedure section 1245.230, by a vote of 2/3

or more of its members the Commission found and determined each of the following:

(a) The public interest and necessity require the Project;

(b) The Project is planned or located in the manner which will be most compatible with the greatest public good and the least private injury;

(c) The Property is necessary for the Project; and

(d) The offer required by Section 7267.2 of the Government Code has been made to the owner(s) of record or the offer has not been made because the owner(s) cannot be located with reasonable diligence.

WHEREAS pursuant to Sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that the Property is already devoted to a public use, the use to which the Property is to be put is a more necessary public use than the use to which the Property is already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Property is already devoted.

WHEREAS notice of intention to adopt this resolution was given to the person whose property is to be acquired by eminent domain in accordance with Section 1245.235 of the Code of Civil Procedure and a hearing was conducted by the Commission on the matters contained herein.

THEREFORE, BE IT RESOLVED that the Commission is hereby authorized to acquire in the Commission's name the Property by donation, purchase, or by condemnation in accordance with the provisions of the Constitution of the State of California and the Code of Civil Procedure relating to eminent domain.

BE IT FURTHER RESOLVED that legal counsel is hereby authorized and directed to take all steps necessary to commence and prosecute to completion legal proceedings, in a court of competent jurisdiction, to acquire the Property by eminent domain. Counsel is also authorized and directed to seek and obtain an Order for Prejudgment Possession of the Property in accordance with the provisions of the eminent domain law and, in so doing, Counsel is authorized to deposit the amount of probable compensation with the State Treasurer. Counsel may enter into stipulated Orders for Prejudgment Possession and/or Possession and Use Agreements, where such agreements constitute the functional equivalent of an Order for Prejudgment Possession. Counsel is further authorized to correct any errors or to make or agree to any non-material changes to the legal description of the real property that are deemed necessary for the conduct of the condemnation action or other proceedings or transactions required to acquire the Property. Counsel is further authorized, subject to the approval of the Commission, to compromise and settle such eminent domain proceedings, if such settlement can be reached, and in that event, to take all necessary action to complete the acquisition, including entering into stipulations as to judgment and other matters, and cause all payments to be made.

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed:

RESOLUTION NO. 13-055

RESOLUTION OF NECESSITY TO EXERCISE RIGHT OF EMINENT DOMAIN TO ACQUIRE PROPERTY FOR THE DOWNTOWN SAN BERNARDINO PASSENGER RAIL PROJECT

The San Bernardino County Transportation Commission ("Commission") hereby finds, determines, and resolves as follows:

WHEREAS public safety, welfare, convenience, interest and necessity require the acquisition by the Commission of the property hereinafter described for public use, to wit: Acquisition of property in the City of San Bernardino for the Downtown San Bernardino Passenger Rail Project ("Project").

WHEREAS the Commission was created pursuant to California Public Utilities Code sections 130050 and 130054.

WHEREAS the property interests described hereinafter are to be taken for public use, namely, for public transportation purposes and all uses necessary, incidental or convenient thereto, and for all public purposes pursuant to the authority conferred upon the Commission to acquire property by eminent domain by Article I, Section 19, of the California Constitution, California Public Utilities Code section 130220.5, and California Code of Civil Procedure sections 1240.010-1273.050.

WHEREAS the property to be acquired has been designated as Commission Parcel SBPR 20, which represents a fee simple interest in the property located at 961 West 2nd Street, San Bernardino, California, and which bears San Bernardino County Assessor's Parcel Number 0138-312-15, as described more specifically in Exhibit A attached hereto, which is incorporated herein by this reference ("Property").

WHEREAS by a vote of 2/3 or more of its members the Commission found and determined that:

(a) The acquisition of the Property is necessary for the development, construction, operation, and maintenance of the Project;

(b) The environmental impacts of the Project were evaluated in the Environmental Impact Report ("EIR") for this Project; and

(c) The Commission has reviewed and considered the EIR, prior to and as part of the process of determining whether to acquire the Property.

WHEREAS, in accordance with Code of Civil Procedure section 1245.230, by a vote of 2/3 or more of its members the Commission found and determined each of the following:

(a) The public interest and necessity require the Project;

(b) The Project is planned or located in the manner which will be most compatible with the greatest public good and the least private injury;

(c) The Property is necessary for the Project; and

(d) The offer required by Section 7267.2 of the Government Code has been made to the owner(s) of record or the offer has not been made because the owner(s) cannot be located with reasonable diligence.

WHEREAS pursuant to Sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that the Property is already devoted to a public use, the use to which the Property is to be put is a more necessary public use than the use to which the Property is already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Property is already devoted.

WHEREAS notice of intention to adopt this resolution was given to the person whose property is to be acquired by eminent domain in accordance with Section 1245.235 of the Code of Civil Procedure and a hearing was conducted by the Commission on the matters contained herein.

THEREFORE, BE IT RESOLVED that the Commission is hereby authorized to acquire in the Commission's name the Property by donation, purchase, or by condemnation in accordance with the provisions of the Constitution of the State of California and the Code of Civil Procedure relating to eminent domain.

BE IT FURTHER RESOLVED that legal counsel is hereby authorized and directed to take all steps necessary to commence and prosecute to completion legal proceedings, in a court of competent jurisdiction, to acquire the Property by eminent domain. Counsel is also authorized and directed to seek and obtain an Order for Prejudgment Possession of the Property in accordance with the provisions of the eminent domain law and, in so doing, Counsel is authorized to deposit the amount of probable compensation with the State Treasurer. Counsel may enter into stipulated Orders for Prejudgment Possession and/or Possession and Use Agreements, where such agreements constitute the functional equivalent of an Order for Prejudgment Possession. Counsel is further authorized to correct any errors or to make or agree to any non-material changes to the legal description of the real property that are deemed necessary for the conduct of the condemnation action or other proceedings or transactions required to acquire the Property. Counsel is further authorized, subject to the approval of the Commission, to compromise and settle such eminent domain proceedings, if such settlement can be reached, and in that event, to take all necessary action to complete the

acquisition, including entering into stipulations as to judgment and other matters, and cause all payments to be made.

	Approved *Board of Directors* *Date:* _____ *Moved:* *Second:* *In Favor:* *Opposed:* *Abstained:* *Witnessed:* _____

RESOLUTION NO. 13-056

RESOLUTION OF NECESSITY TO EXERCISE RIGHT OF EMINENT DOMAIN TO ACQUIRE PROPERTY FOR THE DOWNTOWN SAN BERNARDINO PASSENGER RAIL PROJECT

The San Bernardino County Transportation Commission ("Commission") hereby finds, determines, and resolves as follows:

WHEREAS public safety, welfare, convenience, interest and necessity require the acquisition by the Commission of the property hereinafter described for public use, to wit: Acquisition of property in the City of San Bernardino for the Downtown San Bernardino Passenger Rail Project ("Project").

WHEREAS the Commission was created pursuant to California Public Utilities Code sections 130050 and 130054.

WHEREAS the property interests described hereinafter are to be taken for public use, namely, for public transportation purposes and all uses necessary, incidental or convenient thereto, and for all public purposes pursuant to the authority conferred upon the Commission to acquire property by eminent domain by Article I, Section 19, of the California Constitution, California Public Utilities Code section 130220.5, and California Code of Civil Procedure sections 1240.010-1273.050.

WHEREAS the property to be acquired has been designated as Commission Parcel SBPR 23 which represents interests in a portion of the property located at 939 West 2nd Street, San Bernardino, California, and which bears San Bernardino County Assessor's Parcel Number 0138-312-53, as described more specifically in the exhibits attached hereto, which are incorporated herein by this reference ("Property"). The legal description for the larger parcel of which the Property is a part is attached hereto as Exhibit A.

WHEREAS the Property consists of a fee simple interest in the area described in Exhibit B attached hereto for the purposes of constructing, maintaining, and operating the Project.

WHEREAS by a vote of 2/3 or more of its members the Commission found and determined that:

(a) The acquisition of the Property is necessary for the development, construction, operation, and maintenance of the Project;

(b) The environmental impacts of the Project were evaluated in the Environmental Impact Report ("EIR") for this Project; and

(c) The Commission has reviewed and considered the EIR, prior to and as part of the process of determining whether to acquire the Property.

WHEREAS, in accordance with Code of Civil Procedure section 1245.230, by a vote of 2/3 or more of its members the Commission found and determined each of the following:

(a) The public interest and necessity require the Project;

(b) The Project is planned or located in the manner which will be most compatible with the greatest public good and the least private injury;

(c) The Property is necessary for the Project; and

(d) The offer required by Section 7267.2 of the Government Code has been made to the owner(s) of record or the offer has not been made because the owner(s) cannot be located with reasonable diligence.

WHEREAS pursuant to Sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that the Property is already devoted to a public use, the use to which the Property is to be put is a more necessary public use than the use to which the Property is already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Property is already devoted.

WHEREAS notice of intention to adopt this resolution was given to the person whose property is to be acquired by eminent domain in accordance with Section 1245.235 of the Code of Civil Procedure and a hearing was conducted by the Commission on the matters contained herein.

THEREFORE, BE IT RESOLVED that the Commission is hereby authorized to acquire in the Commission's name the Property by donation, purchase, or by condemnation in accordance with the provisions of the Constitution of the State of California and the Code of Civil Procedure relating to eminent domain.

BE IT FURTHER RESOLVED that legal counsel is hereby authorized and directed to take all steps necessary to commence and prosecute to completion legal proceedings, in a court of competent jurisdiction, to acquire the Property by eminent domain. Counsel is also authorized and directed to seek and obtain an Order for Prejudgment Possession of the Property in accordance with the provisions of the eminent domain law and, in so doing, Counsel is authorized to deposit the amount of probable compensation with the State Treasurer. Counsel may enter into stipulated Orders for Prejudgment Possession and/or Possession and Use Agreements, where such agreements constitute the functional equivalent of an Order for Prejudgment Possession. Counsel is further authorized to correct any errors or to make or agree to any non-material changes to the legal description of the real property that are deemed necessary for the conduct of the condemnation action or other proceedings or transactions required to acquire the Property. Counsel is further authorized, subject to the approval of the Commission, to compromise and settle such eminent domain proceedings, if such settlement can

be reached, and in that event, to take all necessary action to complete the acquisition, including entering into stipulations as to judgment and other matters, and cause all payments to be made.

	Approved *Board of Directors* *Date:* _____
	Moved: *Second:*
	In Favor: *Opposed:* *Abstained:*
	Witnessed:
	_____

RESOLUTION NO. 13-057

RESOLUTION OF NECESSITY TO EXERCISE RIGHT OF EMINENT DOMAIN TO ACQUIRE PROPERTY FOR THE DOWNTOWN SAN BERNARDINO PASSENGER RAIL PROJECT

The San Bernardino County Transportation Commission ("Commission") hereby finds, determines, and resolves as follows:

WHEREAS public safety, welfare, convenience, interest and necessity require the acquisition by the Commission of the property hereinafter described for public use, to wit: Acquisition of property in the City of San Bernardino for the Downtown San Bernardino Passenger Rail Project ("Project").

WHEREAS the Commission was created pursuant to California Public Utilities Code sections 130050 and 130054.

WHEREAS the property interests described hereinafter are to be taken for public use, namely, for public transportation purposes and all uses necessary, incidental or convenient thereto, and for all public purposes pursuant to the authority conferred upon the Commission to acquire property by eminent domain by Article I, Section 19, of the California Constitution, California Public Utilities Code section 130220.5, and California Code of Civil Procedure sections 1240.010-1273.050.

WHEREAS the property to be acquired has been designated as Commission Parcel SBPR 24, which represents interests in portions of the property located at 963 West 2nd Street, San Bernardino, California, and which bears San Bernardino County Assessor's Parcel Number 0138-312-14, as described more specifically in the exhibits attached hereto, which are incorporated herein by this reference ("Property"). The legal description for the larger parcel of which the Property is a part is attached hereto as Exhibit A.

WHEREAS the Property consists of a permanent easement over, on, under, in, across, along, and through the area described in Exhibit B attached hereto for public sidewalk and pedestrian purposes.

WHEREAS the Property also consists of a temporary, non-exclusive construction easement over, on, under, in, across, along, and through the areas described in Exhibit C attached hereto, for the purpose of all necessary and convenient activities associated with the Project ("TCE"). The TCE shall be valid for a period of not more than fourteen (14) days. It shall commence seven (7) days from the date upon which the Commission or its authorized representative provides the owner with written notice of its intent to commence construction utilizing the TCE, and it shall terminate on the earliest of (a) the date upon which the Commission notifies the applicable owner that it no longer needs the TCE, (b) fourteen (14) days from the commencement date of the TCE, or (c) December 31, 2015. At the expiration of the TCE, the Commission or its agents shall restore the TCE area to a condition as near as practicable to the condition that existed immediately prior to the commencement of construction.

WHEREAS, the property interests described above and encompassed by Exhibit B are expressly limited as follows: the Commission and/or its agents shall protect in place or, failing that, replace in kind, the current improvements located within the permanent easement area, including concrete paving and wrought iron fencing.

WHEREAS by a vote of 2/3 or more of its members the Commission found and determined that:

(a) The acquisition of the Property is necessary for the development, construction, operation, and maintenance of the Project;

(b) The environmental impacts of the Project were evaluated in the Environmental Impact Report ("EIR") for this Project; and

(c) The Commission has reviewed and considered the EIR, prior to and as part of the process of determining whether to acquire the Property.

WHEREAS, in accordance with Code of Civil Procedure section 1245.230, by a vote of 2/3 or more of its members the Commission found and determined each of the following:

(a) The public interest and necessity require the Project;

(b) The Project is planned or located in the manner which will be most compatible with the greatest public good and the least private injury;

(c) The Property is necessary for the Project; and

(d) The offer required by Section 7267.2 of the Government Code has been made to the owner(s) of record or the offer has not been made because the owner(s) cannot be located with reasonable diligence.

WHEREAS pursuant to Sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that the Property is already devoted to a public use, the use to which the Property is to be put is a more necessary public use than the use to which the Property is already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Property is already devoted.

WHEREAS notice of intention to adopt this resolution was given to the person whose property is to be acquired by eminent domain in accordance with Section 1245.235 of the Code of Civil Procedure and a hearing was conducted by the Commission on the matters contained herein.

THEREFORE, BE IT RESOLVED that the Commission is hereby authorized to acquire in the Commission's name the Property by donation, purchase, or by condemnation in accordance with the provisions of the Constitution of the State of California and the Code of Civil Procedure relating to eminent domain.

BE IT FURTHER RESOLVED that legal counsel is hereby authorized and directed to

take all steps necessary to commence and prosecute to completion legal proceedings, in a court of competent jurisdiction, to acquire the Property by eminent domain. Counsel is also authorized and directed to seek and obtain an Order for Prejudgment Possession of the Property in accordance with the provisions of the eminent domain law and, in so doing, Counsel is authorized to deposit the amount of probable compensation with the State Treasurer. Counsel may enter into stipulated Orders for Prejudgment Possession and/or Possession and Use Agreements, where such agreements constitute the functional equivalent of an Order for Prejudgment Possession. Counsel is further authorized to correct any errors or to make or agree to any non-material changes to the legal description of the real property that are deemed necessary for the conduct of the condemnation action or other proceedings or transactions required to acquire the Property. Counsel is further authorized, subject to the approval of the Commission, to compromise and settle such eminent domain proceedings, if such settlement can be reached, and in that event, to take all necessary action to complete the acquisition, including entering into stipulations as to judgment and other matters, and cause all payments to be made.

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed:

_____

http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/reso13057-a.pdf

RESOLUTION NO. 13-058

RESOLUTION OF NECESSITY TO EXERCISE RIGHT OF EMINENT DOMAIN TO ACQUIRE PROPERTY FOR THE DOWNTOWN SAN BERNARDINO PASSENGER RAIL PROJECT

The San Bernardino County Transportation Commission ("Commission") hereby finds, determines, and resolves as follows:

WHEREAS public safety, welfare, convenience, interest and necessity require the acquisition by the Commission of the property hereinafter described for public use, to wit: Acquisition of property in the City of San Bernardino for the Downtown San Bernardino Passenger Rail Project ("Project").

WHEREAS the Commission was created pursuant to California Public Utilities Code sections 130050 and 130054.

WHEREAS the property interests described hereinafter are to be taken for public use, namely, for public transportation purposes and all uses necessary, incidental or convenient thereto, and for all public purposes pursuant to the authority conferred upon the Commission to acquire property by eminent domain by Article I, Section 19, of the California Constitution, California Public Utilities Code section 130220.5, and California Code of Civil Procedure sections 1240.010-1273.050.

WHEREAS the property to be acquired has been designated as Commission Parcel SBPR 25, which represents interests in portions of the property located at 979-995 West 2nd Street, San Bernardino, California, and which bears San Bernardino County Assessor's Parcel Number 0138-312-55, as described more specifically in the exhibits attached hereto, which are incorporated herein by this reference ("Property"). The legal description for the larger parcel of which the Property is a part is attached hereto as Exhibit A.

WHEREAS the Property consists of a permanent easement over, on, under, in, across, along, and through the area described in Exhibit B attached hereto for public sidewalk and pedestrian purposes.

WHEREAS the Property also consists of a temporary, non-exclusive construction easement over, on, under, in, across, along, and through the areas described in Exhibit C attached hereto, for the purpose of all necessary and convenient activities associated with the Project ("TCE"). The TCE shall be valid for a period of not more than fourteen (14) days. It shall commence seven (7) days from the date upon which the Commission or its authorized representative provides the owner with written notice of its intent to commence construction utilizing the TCE, and it shall terminate on the earliest of (a) the date upon which the Commission notifies the applicable owner that it no longer needs the TCE, (b) fourteen (14) days from the commencement date of the TCE, or (c) December 31, 2015. At the expiration of the TCE, the Commission or its agents shall restore the TCE area to a condition as near as practicable to the condition that existed immediately prior to the commencement of construction.

WHEREAS, the property interests described above and encompassed by Exhibit B are expressly limited as follows: The Commission and/or its agents shall relocate or, failing that, replace in kind the current wrought iron fencing located within the permanent easement area.

WHEREAS by a vote of 2/3 or more of its members the Commission found and determined that:

(a) The acquisition of the Property is necessary for the development, construction, operation, and maintenance of the Project;

(b) The environmental impacts of the Project were evaluated in the Environmental Impact Report ("EIR") for this Project; and

(c) The Commission has reviewed and considered the EIR, prior to and as part of the process of determining whether to acquire the Property.

WHEREAS, in accordance with Code of Civil Procedure section 1245.230, by a vote of 2/3 or more of its members the Commission found and determined each of the following:

(a) The public interest and necessity require the Project;

(b) The Project is planned or located in the manner which will be most compatible with the greatest public good and the least private injury;

(c) The Property is necessary for the Project; and

(d) The offer required by Section 7267.2 of the Government Code has been made to the owner(s) of record or the offer has not been made because the owner(s) cannot be located with reasonable diligence.

WHEREAS pursuant to Sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that the Property is already devoted to a public use, the use to which the Property is to be put is a more necessary public use than the use to which the Property is already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Property is already devoted.

WHEREAS notice of intention to adopt this resolution was given to the person whose property is to be acquired by eminent domain in accordance with Section 1245.235 of the Code of Civil Procedure and a hearing was conducted by the Commission on the matters contained herein.

THEREFORE, BE IT RESOLVED that the Commission is hereby authorized to acquire in the Commission's name the Property by donation, purchase, or by condemnation in accordance with the provisions of the Constitution of the State of California and the Code of Civil Procedure relating to eminent domain.

BE IT FURTHER RESOLVED that legal counsel is hereby authorized and directed to take all steps necessary to commence and prosecute to completion legal proceedings, in a court

of competent jurisdiction, to acquire the Property by eminent domain. Counsel is also authorized and directed to seek and obtain an Order for Prejudgment Possession of the Property in accordance with the provisions of the eminent domain law and, in so doing, Counsel is authorized to deposit the amount of probable compensation with the State Treasurer. Counsel may enter into stipulated Orders for Prejudgment Possession and/or Possession and Use Agreements, where such agreements constitute the functional equivalent of an Order for Prejudgment Possession. Counsel is further authorized to correct any errors or to make or agree to any non-material changes to the legal description of the real property that are deemed necessary for the conduct of the condemnation action or other proceedings or transactions required to acquire the Property. Counsel is further authorized, subject to the approval of the Commission, to compromise and settle such eminent domain proceedings, if such settlement can be reached, and in that event, to take all necessary action to complete the acquisition, including entering into stipulations as to judgment and other matters, and cause all payments to be made.

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed:

_____

RESOLUTION NO. 13-059

RESOLUTION OF NECESSITY TO EXERCISE RIGHT OF EMINENT DOMAIN TO ACQUIRE PROPERTY FOR THE DOWNTOWN SAN BERNARDINO PASSENGER RAIL PROJECT

The San Bernardino County Transportation Commission ("Commission") hereby finds, determines, and resolves as follows:

WHEREAS public safety, welfare, convenience, interest and necessity require the acquisition by the Commission of the property hereinafter described for public use, to wit: Acquisition of property in the City of San Bernardino for the Downtown San Bernardino Passenger Rail Project ("Project").

WHEREAS the Commission was created pursuant to California Public Utilities Code sections 130050 and 130054.

WHEREAS the property interests described hereinafter are to be taken for public use, namely, for public transportation purposes and all uses necessary, incidental or convenient thereto, and for all public purposes pursuant to the authority conferred upon the Commission to acquire property by eminent domain by Article I, Section 19, of the California Constitution, California Public Utilities Code section 130220.5, and California Code of Civil Procedure sections 1240.010-1273.050.

WHEREAS the property to be acquired has been designated as Commission Parcels SBPR 26 & 27, which represents interests in portions of the properties located at 958 West Rialto Avenue and 163 Randall Avenue, San Bernardino, California, and which bears San Bernardino County Assessor's Parcel Numbers 0138-312-16 and 0138-312-57, as described more specifically in the exhibits attached hereto, which are incorporated herein by this reference ("Property"). The legal description for the larger parcel of which the Property is a part is attached hereto as Exhibit A.

WHEREAS the Property consists of a fee simple interest in the area described in Exhibit B attached hereto for the purposes of constructing, maintaining, and operating the Project.

WHEREAS the Property also consists of a fee simple interest in the area described in Exhibit C attached hereto for the purposes of constructing, maintaining, and operating the Project.

WHEREAS the Property also consists of a temporary, non-exclusive construction easement over, on, under, in, across, along, and through the areas described in Exhibit D attached hereto, for the purpose of all necessary and convenient activities associated with the Project ("TCE 1"). TCE 1 shall be valid for a period of not more than eighteen (18) months. It shall commence seven (7) days from the date upon which the Commission or its authorized representative provides the owner with written notice of its intent to commence construction utilizing TCE 1, and it shall terminate on the earliest of (a) the date upon which the Commission notifies the applicable owner that it no longer needs TCE 1, (b) eighteen (18) months from the commencement date of TCE 1, or (c) December 31, 2015.

WHEREAS the Property also consists of a temporary, non-exclusive construction easement over, on, under, in, across, along, and through the areas described in Exhibit E attached hereto, for the purpose of all necessary and convenient activities associated with the Project ("TCE 2"). TCE 2 shall be valid for a period of not more than eighteen (18) months. It shall commence seven (7) days from the date upon which the Commission or its authorized representative provides the owner with written notice of its intent to commence construction utilizing TCE 2, and it shall terminate on the earliest of (a) the date upon which the Commission notifies the applicable owner that it no longer needs TCE 2, (b) eighteen (18) months from the commencement date of TCE 2, or (c) December 31, 2015.

WHEREAS the Property also consists of a temporary, non-exclusive construction easement over, on, under, in, across, along, and through the areas described in Exhibit F attached hereto, for the purpose of all necessary and convenient activities associated with the Project ("TCE 3"). TCE 3 shall be valid for a period of not more than fourteen (14) days. It shall commence seven (7) days from the date upon which the Commission or its authorized representative provides the owner with written notice of its intent to commence construction utilizing TCE 3, and it shall terminate on the earliest of (a) the date upon which the Commission notifies the applicable owner that it no longer needs TCE 3, (b) fourteen (14) days from the commencement date of TCE 3, or (c) December 31, 2015.

WHEREAS, the property interests described above and encompassed by Exhibits D, E, and F are expressly limited as follows: At the expiration of the TCEs, the Commission or its agents shall restore the TCE areas to a condition as near as practicable to the condition that existed immediately prior to the commencement of construction.

WHEREAS, by a vote of 2/3 or more of its members the Commission found and determined that:

(a) The acquisition of the Property is necessary for the development, construction, operation, and maintenance of the Project;

(b) The environmental impacts of the Project were evaluated in the Environmental Impact Report ("EIR") for this Project; and

(c) The Commission has reviewed and considered the EIR, prior to and as part of the process of determining whether to acquire the Property.

WHEREAS, in accordance with Code of Civil Procedure section 1245.230, by a vote of 2/3 or more of its members the Commission found and determined each of the following:

(a) The public interest and necessity require the Project;

(b) The Project is planned or located in the manner which will be most compatible with the greatest public good and the least private injury;

(c) The Property is necessary for the Project; and

(d) The offer required by Section 7267.2 of the Government Code has been made to the owner(s) of record or the offer has not been made because the owner(s) cannot be located with reasonable diligence.

WHEREAS pursuant to Sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that the Property is already devoted to a public use, the use to which the Property is to be put is a more necessary public use than the use to which the Property is already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Property is already devoted.

WHEREAS notice of intention to adopt this resolution was given to the person whose property is to be acquired by eminent domain in accordance with Section 1245.235 of the Code of Civil Procedure and a hearing was conducted by the Commission on the matters contained herein.

THEREFORE, BE IT RESOLVED that the Commission is hereby authorized to acquire in the Commission's name the Property by donation, purchase, or by condemnation in accordance with the provisions of the Constitution of the State of California and the Code of Civil Procedure relating to eminent domain.

BE IT FURTHER RESOLVED that legal counsel is hereby authorized and directed to take all steps necessary to commence and prosecute to completion legal proceedings, in a court of competent jurisdiction, to acquire the Property by eminent domain. Counsel is also authorized and directed to seek and obtain an Order for Prejudgment Possession of the Property in accordance with the provisions of the eminent domain law and, in so doing, Counsel is authorized to deposit the amount of probable compensation with the State Treasurer. Counsel may enter into stipulated Orders for Prejudgment Possession and/or Possession and Use Agreements, where such agreements constitute the functional equivalent of an Order for Prejudgment Possession. Counsel is further authorized to correct any errors or to make or agree to any non-material changes to the legal description of the real property that are deemed necessary for the conduct of the condemnation action or other proceedings or transactions required to acquire the Property. Counsel is further authorized, subject to the approval of the Commission, to compromise and settle such eminent domain proceedings, if such settlement can be reached, and in that event, to take all necessary action to complete the acquisition, including entering into stipulations as to judgment and other matters, and cause all payments to be made.

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed:

RESOLUTION NO. 13-060

RESOLUTION OF NECESSITY TO EXERCISE RIGHT OF EMINENT DOMAIN TO ACQUIRE PROPERTY FOR THE DOWNTOWN SAN BERNARDINO PASSENGER RAIL PROJECT

The San Bernardino County Transportation Commission ("Commission") hereby finds, determines, and resolves as follows:

WHEREAS public safety, welfare, convenience, interest and necessity require the acquisition by the Commission of the property hereinafter described for public use, to wit: Acquisition of property in the City of San Bernardino for the Downtown San Bernardino Passenger Rail Project ("Project").

WHEREAS the Commission was created pursuant to California Public Utilities Code sections 130050 and 130054.

WHEREAS the property interests described hereinafter are to be taken for public use, namely, for public transportation purposes and all uses necessary, incidental or convenient thereto, and for all public purposes pursuant to the authority conferred upon the Commission to acquire property by eminent domain by Article I, Section 19, of the California Constitution, California Public Utilities Code section 130220.5, and California Code of Civil Procedure sections 1240.010-1273.050.

WHEREAS the property to be acquired has been designated as Commission Parcel SBPR 30, which represents a fee simple interest in a property located in San Bernardino, California, and which bears San Bernardino County Assessor's Parcel Number 0138-312-39, as described more specifically in Exhibit A attached hereto, which is incorporated herein by this reference ("Property").

WHEREAS by a vote of 2/3 or more of its members the Commission found and determined that:

(a) The acquisition of the Property is necessary for the development, construction, operation, and maintenance of the Project;

(b) The environmental impacts of the Project were evaluated in the Environmental Impact Report ("EIR") for this Project; and

(c) The Commission has reviewed and considered the EIR, prior to and as part of the process of determining whether to acquire the Property.

WHEREAS, in accordance with Code of Civil Procedure section 1245.230, by a vote of 2/3 or more of its members the Commission found and determined each of the following:

(a) The public interest and necessity require the Project;

(b) The Project is planned or located in the manner which will be most compatible with the greatest public good and the least private injury;

(c) The Property is necessary for the Project; and

(d) The offer required by Section 7267.2 of the Government Code has been made to the owner(s) of record or the offer has not been made because the owner(s) cannot be located with reasonable diligence.

WHEREAS pursuant to Sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that the Property is already devoted to a public use, the use to which the Property is to be put is a more necessary public use than the use to which the Property is already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Property is already devoted.

WHEREAS notice of intention to adopt this resolution was given to the person whose property is to be acquired by eminent domain in accordance with Section 1245.235 of the Code of Civil Procedure and a hearing was conducted by the Commission on the matters contained herein.

THEREFORE, BE IT RESOLVED that the Commission is hereby authorized to acquire in the Commission's name the Property by donation, purchase, or by condemnation in accordance with the provisions of the Constitution of the State of California and the Code of Civil Procedure relating to eminent domain.

BE IT FURTHER RESOLVED that legal counsel is hereby authorized and directed to take all steps necessary to commence and prosecute to completion legal proceedings, in a court of competent jurisdiction, to acquire the Property by eminent domain. Counsel is also authorized and directed to seek and obtain an Order for Prejudgment Possession of the Property in accordance with the provisions of the eminent domain law and, in so doing, Counsel is authorized to deposit the amount of probable compensation with the State Treasurer. Counsel may enter into stipulated Orders for Prejudgment Possession and/or Possession and Use Agreements, where such agreements constitute the functional equivalent of an Order for Prejudgment Possession. Counsel is further authorized to correct any errors or to make or agree to any non-material changes to the legal description of the real property that are deemed necessary for the conduct of the condemnation action or other proceedings or transactions required to acquire the Property. Counsel is further authorized, subject to the approval of the Commission, to compromise and settle such eminent domain proceedings, if such settlement can be reached, and in that event, to take all necessary action to complete the

acquisition, including entering into stipulations as to judgment and other matters, and cause all payments to be made.

	Approved *Board of Directors* *Date:* _____ *Moved:* *Second:* *In Favor:* *Opposed:* *Abstained:* *Witnessed:*

RESOLUTION NO. 13-061

RESOLUTION OF NECESSITY TO EXERCISE RIGHT OF EMINENT DOMAIN TO ACQUIRE PROPERTY FOR THE DOWNTOWN SAN BERNARDINO PASSENGER RAIL PROJECT

The San Bernardino County Transportation Commission ("Commission") hereby finds, determines, and resolves as follows:

WHEREAS public safety, welfare, convenience, interest and necessity require the acquisition by the Commission of the property hereinafter described for public use, to wit: Acquisition of property in the City of San Bernardino for the Downtown San Bernardino Passenger Rail Project ("Project").

WHEREAS the Commission was created pursuant to California Public Utilities Code sections 130050 and 130054.

WHEREAS the property interests described hereinafter are to be taken for public use, namely, for public transportation purposes and all uses necessary, incidental or convenient thereto, and for all public purposes pursuant to the authority conferred upon the Commission to acquire property by eminent domain by Article I, Section 19, of the California Constitution, California Public Utilities Code section 130220.5, and California Code of Civil Procedure sections 1240.010-1273.050.

WHEREAS the property to be acquired has been designated as Commission Parcel SBPR 31, which represents a fee simple interest in a property located in San Bernardino, California, and which bears San Bernardino County Assessor's Parcel Number 0138-312-51, as described more specifically in Exhibit A attached hereto, which is incorporated herein by this reference ("Property").

WHEREAS by a vote of 2/3 or more of its members the Commission found and determined that:

(a) The acquisition of the Property is necessary for the development, construction, operation, and maintenance of the Project;

(b) The environmental impacts of the Project were evaluated in the Environmental Impact Report ("EIR") for this Project; and

(c) The Commission has reviewed and considered the EIR, prior to and as part of the process of determining whether to acquire the Property.

WHEREAS, in accordance with Code of Civil Procedure section 1245.230, by a vote of 2/3 or more of its members the Commission found and determined each of the following:

(a) The public interest and necessity require the Project;

(b) The Project is planned or located in the manner which will be most compatible with the greatest public good and the least private injury;

(c) The Property is necessary for the Project; and

(d) The offer required by Section 7267.2 of the Government Code has been made to the owner(s) of record or the offer has not been made because the owner(s) cannot be located with reasonable diligence.

WHEREAS pursuant to Sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that the Property is already devoted to a public use, the use to which the Property is to be put is a more necessary public use than the use to which the Property is already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Property is already devoted.

WHEREAS notice of intention to adopt this resolution was given to the person whose property is to be acquired by eminent domain in accordance with Section 1245.235 of the Code of Civil Procedure and a hearing was conducted by the Commission on the matters contained herein.

THEREFORE, BE IT RESOLVED that the Commission is hereby authorized to acquire in the Commission's name the Property by donation, purchase, or by condemnation in accordance with the provisions of the Constitution of the State of California and the Code of Civil Procedure relating to eminent domain.

BE IT FURTHER RESOLVED that legal counsel is hereby authorized and directed to take all steps necessary to commence and prosecute to completion legal proceedings, in a court of competent jurisdiction, to acquire the Property by eminent domain. Counsel is also authorized and directed to seek and obtain an Order for Prejudgment Possession of the Property in accordance with the provisions of the eminent domain law and, in so doing, Counsel is authorized to deposit the amount of probable compensation with the State Treasurer. Counsel may enter into stipulated Orders for Prejudgment Possession and/or Possession and Use Agreements, where such agreements constitute the functional equivalent of an Order for Prejudgment Possession. Counsel is further authorized to correct any errors or to make or agree to any non-material changes to the legal description of the real property that are deemed necessary for the conduct of the condemnation action or other proceedings or transactions required to acquire the Property. Counsel is further authorized, subject to the approval of the Commission, to compromise and settle such eminent domain proceedings, if such settlement can be reached, and in that event, to take all necessary action to complete the

acquisition, including entering into stipulations as to judgment and other matters, and cause all payments to be made.

	Approved *Board of Directors* *Date:* _____ *Moved:* *Second:* *In Favor:* *Opposed:* *Abstained:* *Witnessed:* _____

RESOLUTION NO. 13-062

RESOLUTION OF NECESSITY TO EXERCISE RIGHT OF EMINENT DOMAIN TO ACQUIRE PROPERTY FOR THE DOWNTOWN SAN BERNARDINO PASSENGER RAIL PROJECT

The San Bernardino County Transportation Commission ("Commission") hereby finds, determines, and resolves as follows:

WHEREAS public safety, welfare, convenience, interest and necessity require the acquisition by the Commission of the property hereinafter described for public use, to wit: Acquisition of property in the City of San Bernardino for the Downtown San Bernardino Passenger Rail Project ("Project").

WHEREAS the Commission was created pursuant to California Public Utilities Code sections 130050 and 130054.

WHEREAS the property interests described hereinafter are to be taken for public use, namely, for public transportation purposes and all uses necessary, incidental or convenient thereto, and for all public purposes pursuant to the authority conferred upon the Commission to acquire property by eminent domain by Article I, Section 19, of the California Constitution, California Public Utilities Code section 130220.5, and California Code of Civil Procedure sections 1240.010-1273.050.

WHEREAS the property to be acquired has been designated as Commission Parcel SBPR 32, which represents interests in portions of the property located at 106 North "T" Street, San Bernardino, California, and which bears San Bernardino County Assessor's Parcel Number 0138-312-37, as described more specifically in the exhibits attached hereto, which are incorporated herein by this reference ("Property"). The legal description for the larger parcel of which the Property is a part is attached hereto as Exhibit A.

WHEREAS the Property consists of a fee simple interest in the area described in Exhibit B attached hereto for the purposes of constructing, maintaining, and operating the Project.

WHEREAS the Property also consists of a permanent easement over, on, under, in, across, along, and through the area described in Exhibit C attached hereto for public sidewalk purposes.

WHEREAS the Property also consists of a temporary, non-exclusive construction easement over, on, under, in, across, along, and through the areas described in Exhibit D attached hereto, for the purpose of all necessary and convenient activities associated with the Project ("TCE"). The TCE shall be valid for a period of not more than fourteen (14) days. It shall commence seven (7) days from the date upon which the Commission or its authorized representative provides the owner with written notice of its intent to commence construction utilizing the TCE, and it shall terminate on the earliest of (a) the date upon which the Commission notifies the applicable owner that it no longer needs the TCE, (b) fourteen (14) days from the commencement date of the TCE, or (c) December 31, 2015. At the expiration of the TCE, the Commission or its agents shall restore the TCE area to a condition as near as practicable to the condition that existed immediately prior to

the commencement of construction.

WHEREAS, the property interests described above and encompassed by Exhibit D are expressly limited as follows: The Commission and/or its agents shall protect in place or, failing that, replace in kind, the current improvements located within the TCE area prior to the expiration of the TCE.

WHEREAS by a vote of 2/3 or more of its members the Commission found and determined that:

(a) The acquisition of the Property is necessary for the development, construction, operation, and maintenance of the Project;

(b) The environmental impacts of the Project were evaluated in the Environmental Impact Report ("EIR") for this Project; and

(c) The Commission has reviewed and considered the EIR, prior to and as part of the process of determining whether to acquire the Property.

WHEREAS, in accordance with Code of Civil Procedure section 1245.230, by a vote of 2/3 or more of its members the Commission found and determined each of the following:

(a) The public interest and necessity require the Project;

(b) The Project is planned or located in the manner which will be most compatible with the greatest public good and the least private injury;

(c) The Property is necessary for the Project; and

(d) The offer required by Section 7267.2 of the Government Code has been made to the owner(s) of record or the offer has not been made because the owner(s) cannot be located with reasonable diligence.

WHEREAS pursuant to Sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that the Property is already devoted to a public use, the use to which the Property is to be put is a more necessary public use than the use to which the Property is already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Property is already devoted.

WHEREAS notice of intention to adopt this resolution was given to the person whose property is to be acquired by eminent domain in accordance with Section 1245.235 of the Code of Civil Procedure and a hearing was conducted by the Commission on the matters contained herein.

THEREFORE, BE IT RESOLVED that the Commission is hereby authorized to acquire in the Commission's name the Property by donation, purchase, or by condemnation in accordance with the provisions of the Constitution of the State of California and the Code of Civil Procedure relating to eminent domain.

http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/reso13062-a.pdf

BE IT FURTHER RESOLVED that legal counsel is hereby authorized and directed to take all steps necessary to commence and prosecute to completion legal proceedings, in a court of competent jurisdiction, to acquire the Property by eminent domain. Counsel is also authorized and directed to seek and obtain an Order for Prejudgment Possession of the Property in accordance with the provisions of the eminent domain law and, in so doing, Counsel is authorized to deposit the amount of probable compensation with the State Treasurer. Counsel may enter into stipulated Orders for Prejudgment Possession and/or Possession and Use Agreements, where such agreements constitute the functional equivalent of an Order for Prejudgment Possession. Counsel is further authorized to correct any errors or to make or agree to any non-material changes to the legal description of the real property that are deemed necessary for the conduct of the condemnation action or other proceedings or transactions required to acquire the Property. Counsel is further authorized, subject to the approval of the Commission, to compromise and settle such eminent domain proceedings, if such settlement can be reached, and in that event, to take all necessary action to complete the acquisition, including entering into stipulations as to judgment and other matters, and cause all payments to be made.

	Approved *Board of Directors* *Date:* _____
Moved:	*Second:*
In Favor:	*Opposed:* *Abstained:*
Witnessed:	

RESOLUTION NO. 13-063

RESOLUTION OF NECESSITY TO EXERCISE RIGHT OF EMINENT DOMAIN TO ACQUIRE PROPERTY FOR THE DOWNTOWN SAN BERNARDINO PASSENGER RAIL PROJECT

The San Bernardino County Transportation Commission ("Commission") hereby finds, determines, and resolves as follows:

WHEREAS public safety, welfare, convenience, interest and necessity require the acquisition by the Commission of the property hereinafter described for public use, to wit: Acquisition of property in the City of San Bernardino for the Downtown San Bernardino Passenger Rail Project ("Project").

WHEREAS the Commission was created pursuant to California Public Utilities Code sections 130050 and 130054.

WHEREAS the property interests described hereinafter are to be taken for public use, namely, for public transportation purposes and all uses necessary, incidental or convenient thereto, and for all public purposes pursuant to the authority conferred upon the Commission to acquire property by eminent domain by Article I, Section 19, of the California Constitution, California Public Utilities Code section 130220.5, and California Code of Civil Procedure sections 1240.010-1273.050.

WHEREAS the property to be acquired has been designated as Commission Parcel SBPR 33, which represents interests in portions of the property located at 101 South "T" Street, San Bernardino, California, and which bears San Bernardino County Assessor's Parcel Number 0134-331-24, as described more specifically in the exhibits attached hereto, which are incorporated herein by this reference ("Property"). The legal description for the larger parcel of which the Property is a part is attached hereto as Exhibit A.

WHEREAS the Property consists of a permanent easement over, on, under, in, across, along, and through the area described in Exhibit B attached hereto for public sidewalk and pedestrian purposes.

WHEREAS the Property also consists of a temporary, non-exclusive construction easement over, on, under, in, across, along, and through the areas described in Exhibit C attached hereto, for the purpose of all necessary and convenient activities associated with the Project ("TCE"). The TCE shall be valid for a period of not more than fourteen (14) days. It shall commence seven (7) days from the date upon which the Commission or its authorized representative provides the owner with written notice of its intent to commence construction utilizing the TCE, and it shall terminate on the earliest of (a) the date upon which the Commission notifies the applicable owner that it no longer needs the TCE, (b) fourteen (14) days from the commencement date of the TCE, or (c) December 31, 2015. At the expiration of the TCE, the Commission or its agents shall restore the TCE area to a condition as near as practicable to the condition that existed immediately prior to the commencement of construction.

WHEREAS, the property interests described above and encompassed by Exhibits B and C are expressly limited as follows: (1) the Commission and/or its agents shall relocate or, failing that, replace in kind the wrought iron fencing and gate currently existing within the permanent easement area; and (2) the Commission and/or its agents shall, prior to the expiration of the TCE, protect in place or, failing that, replace in kind the wrought iron fencing, asphalt paving, and landscape items currently existing within the TCE area.

WHEREAS by a vote of 2/3 or more of its members the Commission found and determined that:

(a) The acquisition of the Property is necessary for the development, construction, operation, and maintenance of the Project;

(b) The environmental impacts of the Project were evaluated in the Environmental Impact Report ("EIR") for this Project; and

(c) The Commission has reviewed and considered the EIR, prior to and as part of the process of determining whether to acquire the Property.

WHEREAS, in accordance with Code of Civil Procedure section 1245.230, by a vote of 2/3 or more of its members the Commission found and determined each of the following:

(a) The public interest and necessity require the Project;

(b) The Project is planned or located in the manner which will be most compatible with the greatest public good and the least private injury;

(c) The Property is necessary for the Project; and

(d) The offer required by Section 7267.2 of the Government Code has been made to the owner(s) of record or the offer has not been made because the owner(s) cannot be located with reasonable diligence.

WHEREAS pursuant to Sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that the Property is already devoted to a public use, the use to which the Property is to be put is a more necessary public use than the use to which the Property is already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Property is already devoted.

WHEREAS notice of intention to adopt this resolution was given to the person whose property is to be acquired by eminent domain in accordance with Section 1245.235 of the Code of Civil Procedure and a hearing was conducted by the Commission on the matters contained herein.

THEREFORE, BE IT RESOLVED that the Commission is hereby authorized to acquire in the Commission's name the Property by donation, purchase, or by condemnation in accordance with the provisions of the Constitution of the State of California and the Code of Civil Procedure relating to eminent domain.

BE IT FURTHER RESOLVED that legal counsel is hereby authorized and directed to take all steps necessary to commence and prosecute to completion legal proceedings, in a court of competent jurisdiction, to acquire the Property by eminent domain. Counsel is also authorized and directed to seek and obtain an Order for Prejudgment Possession of the Property in accordance with the provisions of the eminent domain law and, in so doing, Counsel is authorized to deposit the amount of probable compensation with the State Treasurer. Counsel may enter into stipulated Orders for Prejudgment Possession and/or Possession and Use Agreements, where such agreements constitute the functional equivalent of an Order for Prejudgment Possession. Counsel is further authorized to correct any errors or to make or agree to any non-material changes to the legal description of the real property that are deemed necessary for the conduct of the condemnation action or other proceedings or transactions required to acquire the Property. Counsel is further authorized, subject to the approval of the Commission, to compromise and settle such eminent domain proceedings, if such settlement can be reached, and in that event, to take all necessary action to complete the acquisition, including entering into stipulations as to judgment and other matters, and cause all payments to be made.

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed:

RESOLUTION NO. 13-064

RESOLUTION OF NECESSITY TO EXERCISE RIGHT OF EMINENT DOMAIN TO ACQUIRE PROPERTY FOR THE DOWNTOWN SAN BERNARDINO PASSENGER RAIL PROJECT

The San Bernardino County Transportation Commission ("Commission") hereby finds, determines, and resolves as follows:

WHEREAS public safety, welfare, convenience, interest and necessity require the acquisition by the Commission of the property hereinafter described for public use, to wit: Acquisition of property in the City of San Bernardino for the Downtown San Bernardino Passenger Rail Project ("Project").

WHEREAS the Commission was created pursuant to California Public Utilities Code sections 130050 and 130054.

WHEREAS the property interests described hereinafter are to be taken for public use, namely, for public transportation purposes and all uses necessary, incidental or convenient thereto, and for all public purposes pursuant to the authority conferred upon the Commission to acquire property by eminent domain by Article I, Section 19, of the California Constitution, California Public Utilities Code section 130220.5, and California Code of Civil Procedure sections 1240.010-1273.050.

WHEREAS the property to be acquired has been designated as Commission Parcels SBPR 34 and 35, which represent interests in portions of the property located at 907-921 West Rialto Ave., San Bernardino, California, which bears San Bernardino County Assessor's Parcel Number 0137-043-11, and portions of other property located in San Bernardino, California which bears San Bernardino County Assessor's Parcel Numbers 0137-043-26 and 0137-043-11, as described more specifically in the exhibits attached hereto, which are incorporated herein by this reference ("Property"). The legal description for the larger parcel of which the Property is a part is attached hereto as Exhibit A.

WHEREAS the Property consists of a fee simple interest in the area described in Exhibit B attached hereto for the purposes of constructing, maintaining, and operating the Project.

WHEREAS the Property also consists of a permanent easement over, on, under, in, across, along, and through the area described in Exhibit C attached hereto for emergency access.

WHEREAS the Property also consists of a temporary, non-exclusive construction easement over, on, under, in, across, along, and through the areas described in Exhibit D attached hereto, for the purpose of all necessary and convenient activities associated with the Project ("TCE 1"). TCE 1 shall be valid for a period of not more than eighteen (18) months. It shall commence seven (7) days from the date upon which the Commission or its authorized representative provides the owner with written notice of its intent to commence construction utilizing TCE 1, and it shall terminate on the earliest of (a) the date upon which the Commission notifies the applicable owner that it no longer needs TCE 1, (b) eighteen (18) months from the commencement date of TCE 1, or (c) December

31, 2015. At the expiration of TCE 1, the Commission or its agents shall restore the TCE area to a condition as near as practicable to the condition that existed immediately prior to the commencement of construction.

WHEREAS the Property also consists of a temporary, non-exclusive construction easement over, on, under, in, across, along, and through the areas described in Exhibit E attached hereto, for the purpose of all necessary and convenient activities associated with the Project ("TCE 2"). TCE 2 shall be valid for a period of not more than fourteen (14) days. It shall commence seven (7) days from the date upon which the Commission or its authorized representative provides the owner with written notice of its intent to commence construction utilizing TCE 2, and it shall terminate on the earliest of (a) the date upon which the Commission notifies the applicable owner that it no longer needs TCE 2, (b) fourteen (14) days from the commencement date of TCE 2, or (c) December 31, 2015. At the expiration of TCE 2, the Commission or its agents shall restore the TCE area to a condition as near as practicable to the condition that existed immediately prior to the commencement of construction.

WHEREAS, the property interests described above and encompassed by Exhibits B and C are expressly limited as follows: the Commission and/or its agents shall relocate, at the Commission's sole expense, the chain link fencing, gate, and mailbox improvements located within the areas encompassed by Exhibits B and C.

WHEREAS, the property interests described above and encompassed by Exhibits D and E are expressly limited as follows: the Commission and/or its agents shall protect in place or, failing that, replace in kind, the currently existing chain link fencing, concrete paving, landscaping, and flag pole improvements located within the TCE areas.

WHEREAS by a vote of 2/3 or more of its members the Commission found and determined that:

(a) The acquisition of the Property is necessary for the development, construction, operation, and maintenance of the Project;

(b) The environmental impacts of the Project were evaluated in the Environmental Impact Report ("EIR") for this Project; and

(c) The Commission has reviewed and considered the EIR, prior to and as part of the process of determining whether to acquire the Property.

WHEREAS, in accordance with Code of Civil Procedure section 1245.230, by a vote of 2/3 or more of its members the Commission found and determined each of the following:

(a) The public interest and necessity require the Project;

(b) The Project is planned or located in the manner which will be most compatible with the greatest public good and the least private injury;

(c) The Property is necessary for the Project; and

(d) The offer required by Section 7267.2 of the Government Code has been made to the owner(s) of record or the offer has not been made because the owner(s) cannot be located with reasonable diligence.

WHEREAS pursuant to Sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that the Property is already devoted to a public use, the use to which the Property is to be put is a more necessary public use than the use to which the Property is already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Property is already devoted.

WHEREAS notice of intention to adopt this resolution was given to the person whose property is to be acquired by eminent domain in accordance with Section 1245.235 of the Code of Civil Procedure and a hearing was conducted by the Commission on the matters contained herein.

THEREFORE, BE IT RESOLVED that the Commission is hereby authorized to acquire in the Commission's name the Property by donation, purchase, or by condemnation in accordance with the provisions of the Constitution of the State of California and the Code of Civil Procedure relating to eminent domain.

BE IT FURTHER RESOLVED that legal counsel is hereby authorized and directed to take all steps necessary to commence and prosecute to completion legal proceedings, in a court of competent jurisdiction, to acquire the Property by eminent domain. Counsel is also authorized and directed to seek and obtain an Order for Prejudgment Possession of the Property in accordance with the provisions of the eminent domain law and, in so doing, Counsel is authorized to deposit the amount of probable compensation with the State Treasurer. Counsel may enter into stipulated Orders for Prejudgment Possession and/or Possession and Use Agreements, where such agreements constitute the functional equivalent of an Order for Prejudgment Possession. Counsel is further authorized to correct any errors or to make or agree to any non-material changes to the legal description of the real property that are deemed necessary for the conduct of the condemnation action or other proceedings or transactions required to acquire the Property. Counsel is further authorized, subject to the approval of the Commission, to compromise and settle such eminent domain proceedings, if such settlement can be reached, and in that event, to take all necessary action to complete the acquisition, including entering into stipulations as to judgment and other matters, and cause all payments to be made.

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed:

RESOLUTION NO. 13-065

RESOLUTION OF NECESSITY TO EXERCISE RIGHT OF EMINENT DOMAIN TO ACQUIRE PROPERTY FOR THE DOWNTOWN SAN BERNARDINO PASSENGER RAIL PROJECT

The San Bernardino County Transportation Commission ("Commission") hereby finds, determines, and resolves as follows:

WHEREAS public safety, welfare, convenience, interest and necessity require the acquisition by the Commission of the property hereinafter described for public use, to wit: Acquisition of property in the City of San Bernardino for the Downtown San Bernardino Passenger Rail Project ("Project").

WHEREAS Commission was created pursuant to California Public Utilities Code sections 130050 and 130054.

WHEREAS the property interests described hereinafter are to be taken for public use, namely, for public transportation purposes and all uses necessary, incidental or convenient thereto, and for all public purposes pursuant to the authority conferred upon the Commission to acquire property by eminent domain by Article I, Section 19, of the California Constitution, California Public Utilities Code section 130220.5, and California Code of Civil Procedure sections 1240.010-1273.050.

WHEREAS the property to be acquired has been designated as Commission Parcel SBPR 36, which represents a fee simple interest in the property located at 111 South "T" Street, San Bernardino, California, and which bears San Bernardino County Assessor's Parcel Number 0136-011-04, as described more specifically in Exhibit A attached hereto, which is incorporated herein by this reference ("Property").

WHEREAS by a vote of 2/3 or more of its members the Commission found and determined that:

(a) The acquisition of the Property is necessary for the development, construction, operation, and maintenance of the Project;

(b) The environmental impacts of the Project were evaluated in the Environmental Impact Report ("EIR") for this Project; and

(c) The Commission has reviewed and considered the EIR, prior to and as part of the process of determining whether to acquire the Property.

WHEREAS, in accordance with Code of Civil Procedure section 1245.230, by a vote of 2/3 or more of its members the Commission found and determined each of the following:

(a) The public interest and necessity require the Project;

(b) The Project is planned or located in the manner which will be most compatible with the greatest public good and the least private injury;

(c) The Property is necessary for the Project; and

(d) The offer required by Section 7267.2 of the Government Code has been made to the owner(s) of record or the offer has not been made because the owner(s) cannot be located with reasonable diligence.

WHEREAS pursuant to Sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that the Property is already devoted to a public use, the use to which the Property is to be put is a more necessary public use than the use to which the Property is already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Property is already devoted.

WHEREAS notice of intention to adopt this resolution was given to the person whose property is to be acquired by eminent domain in accordance with Section 1245.235 of the Code of Civil Procedure and a hearing was conducted by the Commission on the matters contained herein.

THEREFORE, BE IT RESOLVED that the Commission is hereby authorized to acquire in the Commission's name the Property by donation, purchase, or by condemnation in accordance with the provisions of the Constitution of the State of California and the Code of Civil Procedure relating to eminent domain.

BE IT FURTHER RESOLVED that legal counsel is hereby authorized and directed to take all steps necessary to commence and prosecute to completion legal proceedings, in a court of competent jurisdiction, to acquire the Property by eminent domain. Counsel is also authorized and directed to seek and obtain an Order for Prejudgment Possession of the Property in accordance with the provisions of the eminent domain law and, in so doing, Counsel is authorized to deposit the amount of probable compensation with the State Treasurer. Counsel may enter into stipulated Orders for Prejudgment Possession and/or Possession and Use Agreements, where such agreements constitute the functional equivalent of an Order for Prejudgment Possession. Counsel is further authorized to correct any errors or to make or agree to any non-material changes to the legal description of the real property that are deemed necessary for the conduct of the condemnation action or other proceedings or transactions required to acquire the Property. Counsel is further authorized, subject to the approval of the Commission, to compromise and settle such eminent domain proceedings, if such settlement can be reached, and in that event, to take all necessary action to complete the

acquisition, including entering into stipulations as to judgment and other matters, and cause all payments to be made.

	Approved *Board of Directors* *Date:* _____ *Moved:* *Second:* *In Favor:* *Opposed:* *Abstained:* *Witnessed:* _____

RESOLUTION NO. 13-066

RESOLUTION OF NECESSITY TO EXERCISE RIGHT OF EMINENT DOMAIN TO ACQUIRE PROPERTY FOR THE DOWNTOWN SAN BERNARDINO PASSENGER RAIL PROJECT

The San Bernardino County Transportation Commission ("Commission") hereby finds, determines, and resolves as follows:

WHEREAS public safety, welfare, convenience, interest and necessity require the acquisition by the Commission of the property hereinafter described for public use, to wit: Acquisition of property in the City of San Bernardino for the Downtown San Bernardino Passenger Rail Project ("Project").

WHEREAS the Commission was created pursuant to California Public Utilities Code sections 130050 and 130054.

WHEREAS the property interests described hereinafter are to be taken for public use, namely, for public transportation purposes and all uses necessary, incidental or convenient thereto, and for all public purposes pursuant to the authority conferred upon the Commission to acquire property by eminent domain by Article I, Section 19, of the California Constitution, California Public Utilities Code section 130220.5, and California Code of Civil Procedure sections 1240.010-1273.050.

WHEREAS the property to be acquired has been designated as Commission Parcels SBPR 37 and 38, which represents interests in portions of the property located at 131 South "T" Street, San Bernardino, California, and which bears San Bernardino County Assessor's Parcel Numbers 0136-011-03 and 0136-011-38, as described more specifically in the exhibits attached hereto, which are incorporated herein by this reference ("Property"). The legal description for the larger parcel of which the Property is a part is attached hereto as Exhibit A.

WHEREAS the Property consists of a fee simple interest in the area described in Exhibit B attached hereto for the purposes of constructing, maintaining, and operating the Project.

WHEREAS the Property also consists of a fee simple interest in the area described in Exhibit C attached hereto for the purposes of constructing, maintaining, and operating the Project.

WHEREAS the Property also consists of a permanent easement over, on, under, in, across, along, and through the area described in Exhibit D attached hereto for public street purposes.

WHEREAS the Property also consists of a permanent easement over, on, under, in, across, along, and through the area described in Exhibit E attached hereto for public street purposes.

WHEREAS the Property also consists of a temporary, non-exclusive construction easement over, on, under, in, across, along, and through the areas described in Exhibit F attached hereto, for the purpose of all necessary and convenient activities associated with the Project ("TCE 1"). TCE 1 shall be valid for a period of not more than eighteen (18) months. It shall commence seven (7) days

from the date upon which the Commission or its authorized representative provides the owner with written notice of its intent to commence construction utilizing TCE 1, and it shall terminate on the earliest of (a) the date upon which the Commission notifies the applicable owner that it no longer needs TCE 1, (b) eighteen (18) months from the commencement date of TCE 1, or (c) December 31, 2015. At the expiration of TCE 1, the Commission or its agents shall restore the TCE area to a condition as near as practicable to the condition that existed immediately prior to the commencement of construction.

WHEREAS the Property also consists of a temporary, non-exclusive construction easement over, on, under, in, across, along, and through the areas described in Exhibit G attached hereto, for the purpose of all necessary and convenient activities associated with the Project ("TCE 2"). TCE 2 shall be valid for a period of not more than eighteen (18) months. It shall commence seven (7) days from the date upon which the Commission or its authorized representative provides the owner with written notice of its intent to commence construction utilizing TCE 2, and it shall terminate on the earliest of (a) the date upon which the Commission notifies the applicable owner that it no longer needs TCE 2, (b) eighteen (18) months from the commencement date of TCE 2, or (c) December 31, 2015. At the expiration of TCE 2, the Commission or its agents shall restore the TCE area to a condition as near as practicable to the condition that existed immediately prior to the commencement of construction.

WHEREAS, the property interests described above and encompassed by Exhibits F and G are expressly limited as follows: the Commission and/or its agents shall protect in place or, failing that, replace in kind, the current improvements located within the TCE areas prior to the expiration of the TCEs, except that the Commission and/or its agents are repaving portions of the parking lot within the TCE 2 area for the benefit of the property's owner. Other than during a few brief periods when the Commission and/or its agents are performing work within the TCE 2 area, the Commission shall ensure the property's owner possesses reasonable access to and use of the TCE 2 area for parking. In addition, prior to the termination of the TCEs, the Commission shall restore the parking lot areas of the larger parcel to a paved, striped parking lot.

WHEREAS by a vote of 2/3 or more of its members the Commission found and determined that:

(a) The acquisition of the Property is necessary for the development, construction, operation, and maintenance of the Project;

(b) The environmental impacts of the Project were evaluated in the Environmental Impact Report ("EIR") for this Project; and

(c) The Commission has reviewed and considered the EIR, prior to and as part of the process of determining whether to acquire the Property.

WHEREAS, in accordance with Code of Civil Procedure section 1245.230, by a vote of 2/3 or more of its members the Commission found and determined each of the following:

(a) The public interest and necessity require the Project;

(b) The Project is planned or located in the manner which will be most compatible

with the greatest public good and the least private injury;

(c) The Property is necessary for the Project; and

(d) The offer required by Section 7267.2 of the Government Code has been made to the owner(s) of record or the offer has not been made because the owner(s) cannot be located with reasonable diligence.

WHEREAS pursuant to Sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that the Property is already devoted to a public use, the use to which the Property is to be put is a more necessary public use than the use to which the Property is already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Property is already devoted.

WHEREAS notice of intention to adopt this resolution was given to the person whose property is to be acquired by eminent domain in accordance with Section 1245.235 of the Code of Civil Procedure and a hearing was conducted by the Commission on the matters contained herein.

THEREFORE, BE IT RESOLVED that the Commission is hereby authorized to acquire in the Commission's name the Property by donation, purchase, or by condemnation in accordance with the provisions of the Constitution of the State of California and the Code of Civil Procedure relating to eminent domain.

BE IT FURTHER RESOLVED that legal counsel is hereby authorized and directed to take all steps necessary to commence and prosecute to completion legal proceedings, in a court of competent jurisdiction, to acquire the Property by eminent domain. Counsel is also authorized and directed to seek and obtain an Order for Prejudgment Possession of the Property in accordance with the provisions of the eminent domain law and, in so doing, Counsel is authorized to deposit the amount of probable compensation with the State Treasurer. Counsel may enter into stipulated Orders for Prejudgment Possession and/or Possession and Use Agreements, where such agreements constitute the functional equivalent of an Order for Prejudgment Possession. Counsel is further authorized to correct any errors or to make or agree to any non-material changes to the legal description of the real property that are deemed necessary for the conduct of the condemnation action or other proceedings or transactions required to acquire the Property. Counsel is further authorized, subject to the approval of the Commission, to compromise and settle such eminent domain proceedings, if such settlement can be reached, and in that event, to take all necessary action to complete the

acquisition, including entering into stipulations as to judgment and other matters, and cause all payments to be made.

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed:

_____

http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/reso13066-a.pdf

RESOLUTION NO. 13-067

RESOLUTION OF NECESSITY TO EXERCISE RIGHT OF EMINENT DOMAIN TO ACQUIRE PROPERTY FOR THE DOWNTOWN SAN BERNARDINO PASSENGER RAIL PROJECT

The San Bernardino County Transportation Commission ("Commission") hereby finds, determines, and resolves as follows:

WHEREAS public safety, welfare, convenience, interest and necessity require the acquisition by the Commission of the property hereinafter described for public use, to wit: Acquisition of property in the City of San Bernardino for the Downtown San Bernardino Passenger Rail Project ("Project").

WHEREAS the Commission was created pursuant to California Public Utilities Code sections 130050 and 130054.

WHEREAS the property interests described hereinafter are to be taken for public use, namely, for public transportation purposes and all uses necessary, incidental or convenient thereto, and for all public purposes pursuant to the authority conferred upon the Commission to acquire property by eminent domain by Article I, Section 19, of the California Constitution, California Public Utilities Code section 130220.5, and California Code of Civil Procedure sections 1240.010-1273.050.

WHEREAS the property to be acquired has been designated as Commission Parcels SBPR 39 and 44, which represents interests in portions of the property located at 144 South "G" Street, San Bernardino, California, and which bears San Bernardino County Assessor's Parcel Numbers 0136-011-31 and 0136-091-11, as described more specifically in the exhibits attached hereto, which are incorporated herein by this reference ("Property"). The legal description for the larger parcel of which the Property is a part is attached hereto as Exhibit A.

WHEREAS the Property consists of a fee simple interest in the area described in Exhibit B attached hereto for the purposes of constructing, maintaining, and operating the Project.

WHEREAS the Property also consists of a fee simple interest in the area described in Exhibit C attached hereto for the purposes of constructing, maintaining, and operating the Project.

WHEREAS the Property also consists of a temporary, non-exclusive construction easement over, on, under, in, across, along, and through the areas described in Exhibit D attached hereto, for the purpose of all necessary and convenient activities associated with the Project ("TCE"). The TCE shall be valid for a period of not more than fourteen (14) days. It shall commence seven (7) days from the date upon which the Commission or its authorized representative provides the owner with written notice of its intent to commence construction utilizing the TCE, and it shall terminate on the earliest of (a) the date upon which the Commission notifies the applicable owner that it no longer needs the TCE, (b) fourteen (14) days from the commencement date of the TCE, or (c) December 31, 2015. At the expiration of the TCE, the Commission or its agents shall restore the TCE area to a condition as near as practicable to the condition that existed immediately prior to the

commencement of construction, except that the northerly driveway to the larger parcel will be eliminated as part of the Project's construction.

WHEREAS, the property interests described above and encompassed by Exhibit D are expressly limited as follows: The Commission and/or its agents shall perform its work in a manner that ensures that at least one of the two driveways within the TCE area remains open and operational at all times during construction.

WHEREAS by a vote of 2/3 or more of its members the Commission found and determined that:

(a) The acquisition of the Property is necessary for the development, construction, operation, and maintenance of the Project;

(b) The environmental impacts of the Project were evaluated in the Environmental Impact Report ("EIR") for this Project; and

(c) The Commission has reviewed and considered the EIR, prior to and as part of the process of determining whether to acquire the Property.

WHEREAS, in accordance with Code of Civil Procedure section 1245.230, by a vote of 2/3 or more of its members the Commission found and determined each of the following:

(a) The public interest and necessity require the Project;

(b) The Project is planned or located in the manner which will be most compatible with the greatest public good and the least private injury;

(c) The Property is necessary for the Project; and

(d) The offer required by Section 7267.2 of the Government Code has been made to the owner(s) of record or the offer has not been made because the owner(s) cannot be located with reasonable diligence.

WHEREAS pursuant to Sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that the Property is already devoted to a public use, the use to which the Property is to be put is a more necessary public use than the use to which the Property is already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Property is already devoted.

WHEREAS notice of intention to adopt this resolution was given to the person whose property is to be acquired by eminent domain in accordance with Section 1245.235 of the Code of Civil Procedure and a hearing was conducted by the Commission on the matters contained herein.

THEREFORE, BE IT RESOLVED that the Commission is hereby authorized to acquire in the Commission's name the Property by donation, purchase, or by condemnation in accordance with the provisions of the Constitution of the State of California and the Code of

Civil Procedure relating to eminent domain.

BE IT FURTHER RESOLVED that legal counsel is hereby authorized and directed to take all steps necessary to commence and prosecute to completion legal proceedings, in a court of competent jurisdiction, to acquire the Property by eminent domain. Counsel is also authorized and directed to seek and obtain an Order for Prejudgment Possession of the Property in accordance with the provisions of the eminent domain law and, in so doing, Counsel is authorized to deposit the amount of probable compensation with the State Treasurer. Counsel may enter into stipulated Orders for Prejudgment Possession and/or Possession and Use Agreements, where such agreements constitute the functional equivalent of an Order for Prejudgment Possession. Counsel is further authorized to correct any errors or to make or agree to any non-material changes to the legal description of the real property that are deemed necessary for the conduct of the condemnation action or other proceedings or transactions required to acquire the Property. Counsel is further authorized, subject to the approval of the Commission, to compromise and settle such eminent domain proceedings, if such settlement can be reached, and in that event, to take all necessary action to complete the acquisition, including entering into stipulations as to judgment and other matters, and cause all payments to be made.

	Approved *Board of Directors* *Date:* _____
	Moved: *Second:*
	In Favor: *Opposed:* *Abstained:*
	Witnessed:

RESOLUTION NO. 13-068

RESOLUTION OF NECESSITY TO EXERCISE RIGHT OF EMINENT DOMAIN TO ACQUIRE PROPERTY FOR THE DOWNTOWN SAN BERNARDINO PASSENGER RAIL PROJECT

The San Bernardino County Transportation Commission ("Commission") hereby finds, determines, and resolves as follows:

WHEREAS public safety, welfare, convenience, interest and necessity require the acquisition by the Commission of the property hereinafter described for public use, to wit: Acquisition of property in the City of San Bernardino for the Downtown San Bernardino Passenger Rail Project ("Project").

WHEREAS the Commission was created pursuant to California Public Utilities Code sections 130050 and 130054.

WHEREAS the property interests described hereinafter are to be taken for public use, namely, for public transportation purposes and all uses necessary, incidental or convenient thereto, and for all public purposes pursuant to the authority conferred upon the Commission to acquire property by eminent domain by Article I, Section 19, of the California Constitution, California Public Utilities Code section 130220.5, and California Code of Civil Procedure sections 1240.010-1273.050.

WHEREAS the property to be acquired has been designated as Commission Parcels SBPR 40, 41, 42, and 43, which represents interests in portions of the property located at 114-124 S. "G" Street, San Bernardino, California, and which bears San Bernardino County Assessor's Parcel Numbers 0136-011-22, 0136-011-26, 0136-011-27, and 0136-011-28, as described more specifically in the exhibits attached hereto, which are incorporated herein by this reference ("Property"). The legal description for the larger parcel of which the Property is a part is attached hereto as Exhibit A.

WHEREAS the Property consists of a fee simple interest in the area described in Exhibit B attached hereto for the purposes of constructing, maintaining, and operating the Project.

WHEREAS the Property also consists of a fee simple interest in the area described in Exhibit C attached hereto for the purposes of constructing, maintaining, and operating the Project.

WHEREAS the Property also consists of a fee simple interest in the area described in Exhibit D attached hereto for the purposes of constructing, maintaining, and operating the Project.

WHEREAS the Property also consists of a temporary, non-exclusive construction easement over, on, under, in, across, along, and through the areas described in Exhibit E attached hereto, for the purpose of all necessary and convenient activities associated with the Project ("TCE 1"). TCE 1 shall be valid for a period of not more than eighteen (18) months. It shall commence seven (7) days from the date upon which the Commission or its authorized representative provides the owner with written notice of its intent to commence construction utilizing TCE 1, and it shall terminate on the

earliest of (a) the date upon which the Commission notifies the applicable owner that it no longer needs TCE 1, (b) eighteen (18) months from the commencement date of TCE 1, or (c) December 31, 2015. At the expiration of TCE 1, the Commission or its agents shall restore the TCE area to a condition as near as practicable to the condition that existed immediately prior to the commencement of construction.

WHEREAS the Property also consists of a temporary, non-exclusive construction easement over, on, under, in, across, along, and through the areas described in Exhibit F attached hereto, for the purpose of all necessary and convenient activities associated with the Project ("TCE 2"). TCE 2 shall be valid for a period of not more than fourteen (14) days. It shall commence seven (7) days from the date upon which the Commission or its authorized representative provides the owner with written notice of its intent to commence construction utilizing TCE 2, and it shall terminate on the earliest of (a) the date upon which the Commission notifies the applicable owner that it no longer needs TCE 2, (b) fourteen (14) days from the commencement date of TCE 2, or (c) December 31, 2015. At the expiration of TCE 2, the Commission or its agents shall restore the TCE area to a condition as near as practicable to the condition that existed immediately prior to the commencement of construction.

WHEREAS the Property also consists of a temporary, non-exclusive construction easement over, on, under, in, across, along, and through the areas described in Exhibit G attached hereto, for the purpose of all necessary and convenient activities associated with the Project ("TCE 3"). TCE 3 shall be valid for a period of not more than fourteen (14) days. It shall commence seven (7) days from the date upon which the Commission or its authorized representative provides the owner with written notice of its intent to commence construction utilizing TCE 3, and it shall terminate on the earliest of (a) the date upon which the Commission notifies the applicable owner that it no longer needs TCE 3, (b) fourteen (14) days from the commencement date of TCE 3, or (c) December 31, 2015. At the expiration of TCE 3, the Commission or its agents shall restore the TCE area to a condition as near as practicable to the condition that existed immediately prior to the commencement of construction.

WHEREAS the Property also consists of a temporary, non-exclusive construction easement over, on, under, in, across, along, and through the areas described in Exhibit H attached hereto, for the purpose of all necessary and convenient activities associated with the Project ("TCE 4"). TCE 4 shall be valid for a period of not more than eighteen (18) months. It shall commence seven (7) days from the date upon which the Commission or its authorized representative provides the owner with written notice of its intent to commence construction utilizing TCE 4, and it shall terminate on the earliest of (a) the date upon which the Commission notifies the applicable owner that it no longer needs TCE 4, (b) eighteen (18) months from the commencement date of TCE 4, or (c) December 31, 2015. At the expiration of TCE 4, the Commission or its agents shall restore the TCE area to a condition as near as practicable to the condition that existed immediately prior to the commencement of construction.

WHEREAS, the property interests described above and encompassed by Exhibits E, F, G, and H the Commission are expressly limited as follows: the Commission and/or its agents shall protect in place or, failing that, replace in kind, the current improvements located within the TCE areas prior to the expiration of the TCEs.

WHEREAS by a vote of 2/3 or more of its members the Commission found and determined that:

(a) The acquisition of the Property is necessary for the development, construction, operation, and maintenance of the Project;

(b) The environmental impacts of the Project were evaluated in the Environmental Impact Report ("EIR") for this Project; and

(c) The Commission has reviewed and considered the EIR, prior to and as part of the process of determining whether to acquire the Property.

WHEREAS, in accordance with Code of Civil Procedure section 1245.230, by a vote of 2/3 or more of its members the Commission found and determined each of the following:

(a) The public interest and necessity require the Project;

(b) The Project is planned or located in the manner which will be most compatible with the greatest public good and the least private injury;

(c) The Property is necessary for the Project; and

(d) The offer required by Section 7267.2 of the Government Code has been made to the owner(s) of record or the offer has not been made because the owner(s) cannot be located with reasonable diligence.

WHEREAS pursuant to Sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that the Property is already devoted to a public use, the use to which the Property is to be put is a more necessary public use than the use to which the Property is already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Property is already devoted.

WHEREAS notice of intention to adopt this resolution was given to the person whose property is to be acquired by eminent domain in accordance with Section 1245.235 of the Code of Civil Procedure and a hearing was conducted by the Commission on the matters contained herein.

THEREFORE, BE IT RESOLVED that the Commission is hereby authorized to acquire in the Commission's name the Property by donation, purchase, or by condemnation in accordance with the provisions of the Constitution of the State of California and the Code of Civil Procedure relating to eminent domain.

BE IT FURTHER RESOLVED that legal counsel is hereby authorized and directed to take all steps necessary to commence and prosecute to completion legal proceedings, in a court of competent jurisdiction, to acquire the Property by eminent domain. Counsel is also authorized and directed to seek and obtain an Order for Prejudgment Possession of the Property in accordance with the provisions of the eminent domain law and, in so doing, Counsel is authorized to deposit the amount of probable compensation with the State Treasurer. Counsel

may enter into stipulated Orders for Prejudgment Possession and/or Possession and Use Agreements, where such agreements constitute the functional equivalent of an Order for Prejudgment Possession. Counsel is further authorized to correct any errors or to make or agree to any non-material changes to the legal description of the real property that are deemed necessary for the conduct of the condemnation action or other proceedings or transactions required to acquire the Property. Counsel is further authorized, subject to the approval of the Commission, to compromise and settle such eminent domain proceedings, if such settlement can be reached, and in that event, to take all necessary action to complete the acquisition, including entering into stipulations as to judgment and other matters, and cause all payments to be made.

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed:

RESOLUTION NO. 13-069

RESOLUTION OF NECESSITY TO EXERCISE RIGHT OF EMINENT DOMAIN TO ACQUIRE PROPERTY FOR THE DOWNTOWN SAN BERNARDINO PASSENGER RAIL PROJECT

The San Bernardino County Transportation Commission ("Commission") hereby finds, determines, and resolves as follows:

WHEREAS public safety, welfare, convenience, interest and necessity require the acquisition by the Commission of the property hereinafter described for public use, to wit: Acquisition of property in the City of San Bernardino for the Downtown San Bernardino Passenger Rail Project ("Project").

WHEREAS the Commission was created pursuant to California Public Utilities Code sections 130050 and 130054.

WHEREAS the property interests described hereinafter are to be taken for public use, namely, for public transportation purposes and all uses necessary, incidental or convenient thereto, and for all public purposes pursuant to the authority conferred upon the Commission to acquire property by eminent domain by Article I, Section 19, of the California Constitution, California Public Utilities Code section 130220.5, and California Code of Civil Procedure sections 1240.010-1273.050.

WHEREAS the property to be acquired has been designated as Commission Parcels SBPR 45, 46, and 47, which represents a fee simple interest in the property located at 123 South "G" Street, San Bernardino, California, and which bears San Bernardino County Assessor's Parcel Numbers 0136-021-16, 0136-021-17, and 0136-021-18, as described more specifically in Exhibit A attached hereto, which is incorporated herein by this reference ("Property").

WHEREAS by a vote of 2/3 or more of its members the Commission found and determined that:

(a) The acquisition of the Property is necessary for the development, construction, operation, and maintenance of the Project;

(b) The environmental impacts of the Project were evaluated in the Environmental Impact Report ("EIR") for this Project; and

(c) The Commission has reviewed and considered the EIR, prior to and as part of the process of determining whether to acquire the Property.

WHEREAS, in accordance with Code of Civil Procedure section 1245.230, by a vote of 2/3 or more of its members the Commission found and determined each of the following:

(a) The public interest and necessity require the Project;

(b) The Project is planned or located in the manner which will be most compatible with the greatest public good and the least private injury;

(c) The Property is necessary for the Project; and

(d) The offer required by Section 7267.2 of the Government Code has been made to the owner(s) of record or the offer has not been made because the owner(s) cannot be located with reasonable diligence.

WHEREAS pursuant to Sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that the Property is already devoted to a public use, the use to which the Property is to be put is a more necessary public use than the use to which the Property is already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Property is already devoted.

WHEREAS notice of intention to adopt this resolution was given to the person whose property is to be acquired by eminent domain in accordance with Section 1245.235 of the Code of Civil Procedure and a hearing was conducted by the Commission on the matters contained herein.

THEREFORE, BE IT RESOLVED that the Commission is hereby authorized to acquire in the Commission's name the Property by donation, purchase, or by condemnation in accordance with the provisions of the Constitution of the State of California and the Code of Civil Procedure relating to eminent domain.

BE IT FURTHER RESOLVED that legal counsel is hereby authorized and directed to take all steps necessary to commence and prosecute to completion legal proceedings, in a court of competent jurisdiction, to acquire the Property by eminent domain. Counsel is also authorized and directed to seek and obtain an Order for Prejudgment Possession of the Property in accordance with the provisions of the eminent domain law and, in so doing, Counsel is authorized to deposit the amount of probable compensation with the State Treasurer. Counsel may enter into stipulated Orders for Prejudgment Possession and/or Possession and Use Agreements, where such agreements constitute the functional equivalent of an Order for Prejudgment Possession. Counsel is further authorized to correct any errors or to make or agree to any non-material changes to the legal description of the real property that are deemed necessary for the conduct of the condemnation action or other proceedings or transactions required to acquire the Property. Counsel is further authorized, subject to the approval of the Commission, to compromise and settle such eminent domain proceedings, if such settlement can be reached, and in that event, to take all necessary action to complete the

acquisition, including entering into stipulations as to judgment and other matters, and cause all payments to be made.

	Approved *Board of Directors* *Date:* _____ *Moved:* *Second:* *In Favor:* *Opposed:* *Abstained:* *Witnessed:* _____

RESOLUTION NO. 13-070

RESOLUTION OF NECESSITY TO EXERCISE RIGHT OF EMINENT DOMAIN TO ACQUIRE PROPERTY FOR THE DOWNTOWN SAN BERNARDINO PASSENGER RAIL PROJECT

The San Bernardino County Transportation Commission ("Commission") hereby finds, determines, and resolves as follows:

WHEREAS public safety, welfare, convenience, interest and necessity require the acquisition by the Commission of the property hereinafter described for public use, to wit: Acquisition of property in the City of San Bernardino for the Downtown San Bernardino Passenger Rail Project ("Project").

WHEREAS the Commission was created pursuant to California Public Utilities Code sections 130050 and 130054.

WHEREAS the property interests described hereinafter are to be taken for public use, namely, for public transportation purposes and all uses necessary, incidental or convenient thereto, and for all public purposes pursuant to the authority conferred upon the Commission to acquire property by eminent domain by Article I, Section 19, of the California Constitution, California Public Utilities Code section 130220.5, and California Code of Civil Procedure sections 1240.010-1273.050.

WHEREAS the property to be acquired has been designated as Commission Parcel SBPR 48, which represents interests in portions of the property located at 655 W. Rialto Avenue, San Bernardino, California, and which bears San Bernardino County Assessor's Parcel Number 0136-021-28, as described more specifically in the exhibits attached hereto, which are incorporated herein by this reference ("Property"). The legal description for the larger parcel of which the Property is a part is attached hereto as Exhibit A.

WHEREAS the Property consists of a fee simple interest in the area described in Exhibit B attached hereto for the purposes of constructing, maintaining, and operating the Project.

WHEREAS the Property also consists of a temporary, non-exclusive construction easement over, on, under, in, across, along, and through the areas described in Exhibit C attached hereto, for the purpose of all necessary and convenient activities associated with the Project ("TCE"). The TCE shall be valid for a period of not more than six (6) months. It shall commence seven (7) days from the date upon which the Commission or its authorized representative provides the owner with written notice of its intent to commence construction utilizing the TCE, and it shall terminate on the earliest of (a) the date upon which the Commission notifies the applicable owner that it no longer needs the TCE, (b) six (6) months from the commencement date of the TCE, or (c) December 31, 2015.

WHEREAS the property interests described above and encompassed by Exhibit C are expressly limited as follows: The Commission understands that the TCE area encompasses portions of a parking lot area used by the larger parcel. In performing its work in the TCE area, the

Commission shall take appropriate steps to ensure that, at all times during construction, the larger parcel retains the use of at least an equal number of parking spaces as exist on the property in its current configuration, whether through (1) the Commission's providing temporary parking spaces, (2) the addition of new, permanent parking spaces to be added to the property, and/or (3) phasing of work within the TCE to limit the number of parking spaces impacted at any one time. In addition, prior to the termination of the TCE, the Commission shall restore the TCE area to a paved, striped parking lot possessing at least an equal number of parking spaces as exist on the property in its current configuration.

WHEREAS by a vote of 2/3 or more of its members the Commission found and determined that:

(a) The acquisition of the Property is necessary for the development, construction, operation, and maintenance of the Project;

(b) The environmental impacts of the Project were evaluated in the Environmental Impact Report ("EIR") for this Project; and

(c) The Commission has reviewed and considered the EIR, prior to and as part of the process of determining whether to acquire the Property.

WHEREAS, in accordance with Code of Civil Procedure section 1245.230, by a vote of 2/3 or more of its members the Commission found and determined each of the following:

(a) The public interest and necessity require the Project;

(b) The Project is planned or located in the manner which will be most compatible with the greatest public good and the least private injury;

(c) The Property is necessary for the Project; and

(d) The offer required by Section 7267.2 of the Government Code has been made to the owner(s) of record or the offer has not been made because the owner(s) cannot be located with reasonable diligence.

WHEREAS pursuant to Sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that the Property is already devoted to a public use, the use to which the Property is to be put is a more necessary public use than the use to which the Property is already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Property is already devoted.

WHEREAS notice of intention to adopt this resolution was given to the person whose property is to be acquired by eminent domain in accordance with Section 1245.235 of the Code of Civil Procedure and a hearing was conducted by the Commission on the matters contained herein.

THEREFORE, BE IT RESOLVED that the Commission is hereby authorized to acquire in the Commission's name the Property by donation, purchase, or by condemnation in

accordance with the provisions of the Constitution of the State of California and the Code of Civil Procedure relating to eminent domain.

BE IT FURTHER RESOLVED that legal counsel is hereby authorized and directed to take all steps necessary to commence and prosecute to completion legal proceedings, in a court of competent jurisdiction, to acquire the Property by eminent domain. Counsel is also authorized and directed to seek and obtain an Order for Prejudgment Possession of the Property in accordance with the provisions of the eminent domain law and, in so doing, Counsel is authorized to deposit the amount of probable compensation with the State Treasurer. Counsel may enter into stipulated Orders for Prejudgment Possession and/or Possession and Use Agreements, where such agreements constitute the functional equivalent of an Order for Prejudgment Possession. Counsel is further authorized to correct any errors or to make or agree to any non-material changes to the legal description of the real property that are deemed necessary for the conduct of the condemnation action or other proceedings or transactions required to acquire the Property. Counsel is further authorized, subject to the approval of the Commission, to compromise and settle such eminent domain proceedings, if such settlement can be reached, and in that event, to take all necessary action to complete the acquisition, including entering into stipulations as to judgment and other matters, and cause all payments to be made.

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed:

RESOLUTION NO. 13-071

RESOLUTION OF NECESSITY TO EXERCISE RIGHT OF EMINENT DOMAIN TO ACQUIRE PROPERTY FOR THE DOWNTOWN SAN BERNARDINO PASSENGER RAIL PROJECT

The San Bernardino County Transportation Commission ("Commission") hereby finds, determines, and resolves as follows:

WHEREAS public safety, welfare, convenience, interest and necessity require the acquisition by the Commission of the property hereinafter described for public use, to wit: Acquisition of property in the City of San Bernardino for the Downtown San Bernardino Passenger Rail Project ("Project").

WHEREAS the Commission was created pursuant to California Public Utilities Code sections 130050 and 130054.

WHEREAS the property interests described hereinafter are to be taken for public use, namely, for public transportation purposes and all uses necessary, incidental or convenient thereto, and for all public purposes pursuant to the authority conferred upon the Commission to acquire property by eminent domain by Article I, Section 19, of the California Constitution, California Public Utilities Code section 130220.5, and California Code of Civil Procedure sections 1240.010-1273.050.

WHEREAS the property to be acquired has been designated as the Commission Parcels SBPR 51, 52, and 53, which represents interests in portions of the property located at 124-137 South "G" Street, San Bernardino, California, and which bears San Bernardino County Assessor's Parcel Numbers 0136-101-14, 0136-101-15, and 0136-101-21, as described more specifically in the exhibits attached hereto, which are incorporated herein by this reference ("Property"). The legal description for the larger parcel of which the Property is a part is attached hereto as Exhibit A.

WHEREAS the Property consists of a fee simple interest in the area described in Exhibit B attached hereto for the purposes of constructing, maintaining, and operating the Project.

WHEREAS the Property also consists of a fee simple interest in the area described in Exhibit C attached hereto for the purposes of constructing, maintaining, and operating the Project.

WHEREAS the Property also consists of a fee simple interest in the area described in Exhibit D attached hereto for the purposes of constructing, maintaining, and operating the Project.

WHEREAS the Property also consists of a temporary, non-exclusive construction easement over, on, under, in, across, along, and through the areas described in Exhibit E attached hereto, for the purpose of all necessary and convenient activities associated with the Project ("TCE 1"). TCE 1 shall be valid for a period of not more than six (6) months. It shall commence seven (7) days from the date upon which the Commission or its authorized representative provides the owner with written notice of its intent to commence construction utilizing TCE 1, and it shall terminate on the earliest of (a) the date upon which the Commission notifies the applicable owner that it no longer

needs TCE 1, (b) six (6) months from the commencement date of TCE 1, or (c) December 31, 2015. At the expiration of TCE 1, the Commission or its agents shall restore the TCE area to a condition as near as practicable to the condition that existed immediately prior to the commencement of construction.

WHEREAS the Property also consists of a temporary, non-exclusive construction easement over, on, under, in, across, along, and through the areas described in Exhibit F attached hereto, for the purpose of all necessary and convenient activities associated with the Project ("TCE 2"). TCE 2 shall be valid for a period of not more than eighteen (18) months. It shall commence seven (7) days from the date upon which the Commission or its authorized representative provides the owner with written notice of its intent to commence construction utilizing TCE 2, and it shall terminate on the earliest of (a) the date upon which the Commission notifies the applicable owner that it no longer needs TCE 2, (b) eighteen (18) months from the commencement date of TCE 2, or (c) December 31, 2015. At the expiration of TCE 2, the Commission or its agents shall restore the TCE area to a condition as near as practicable to the condition that existed immediately prior to the commencement of construction.

WHEREAS the Property also consists of a temporary, non-exclusive construction easement over, on, under, in, across, along, and through the areas described in Exhibit G attached hereto, for the purpose of all necessary and convenient activities associated with the Project ("TCE 3"). TCE 3 shall be valid for a period of not more than fourteen (14) days. It shall commence seven (7) days from the date upon which the Commission or its authorized representative provides the owner with written notice of its intent to commence construction utilizing TCE 3, and it shall terminate on the earliest of (a) the date upon which the Commission notifies the applicable owner that it no longer needs TCE 3, (b) fourteen (14) days from the commencement date of TCE 3, or (c) December 31, 2015. At the expiration of TCE 3, the Commission or its agents shall restore the TCE area to a condition as near as practicable to the condition that existed immediately prior to the commencement of construction.

WHEREAS the Property also consists of a temporary, non-exclusive construction easement over, on, under, in, across, along, and through the areas described in Exhibit H attached hereto, for the purpose of all necessary and convenient activities associated with the Project ("TCE 4"). TCE 4 shall be valid for a period of not more than eighteen (18) months. It shall commence seven (7) days from the date upon which the Commission or its authorized representative provides the owner with written notice of its intent to commence construction utilizing TCE 4, and it shall terminate on the earliest of (a) the date upon which the Commission notifies the applicable owner that it no longer needs TCE 4, (b) eighteen (18) months from the commencement date of TCE 4, or (c) December 31, 2015. At the expiration of TCE 4, the Commission or its agents shall restore the TCE area to a condition as near as practicable to the condition that existed immediately prior to the commencement of construction.

WHEREAS the Property also consists of a temporary, non-exclusive construction easement over, on, under, in, across, along, and through the areas described in Exhibit I attached hereto, for the purpose of all necessary and convenient activities associated with the Project ("TCE 5"). TCE 5 shall be valid for a period of not more than fourteen (14) days. It shall commence seven (7) days from the date upon which the Commission or its authorized representative provides the owner with written notice of its intent to commence construction utilizing TCE 5, and it shall terminate on the earliest of (a) the date upon which the Commission notifies the applicable owner that it no longer

needs TCE 5, (b) fourteen (14) days from the commencement date of TCE 5, or (c) December 31, 2015. At the expiration of TCE 5, the Commission or its agents shall restore the TCE area to a condition as near as practicable to the condition that existed immediately prior to the commencement of construction.

WHEREAS the Property also consists of a temporary, non-exclusive construction easement over, on, under, in, across, along, and through the areas described in Exhibit J attached hereto, for the purpose of all necessary and convenient activities associated with the Project ("TCE 6"). TCE 6 shall be valid for a period of not more than six (6) months. It shall commence seven (7) days from the date upon which the Commission or its authorized representative provides the owner with written notice of its intent to commence construction utilizing TCE 6, and it shall terminate on the earliest of (a) the date upon which the Commission notifies the applicable owner that it no longer needs TCE 6, (b) six (6) months from the commencement date of TCE 6, or (c) December 31, 2015. At the expiration of TCE 6, the Commission or its agents shall restore the TCE area to a condition as near as practicable to the condition that existed immediately prior to the commencement of construction.

WHEREAS, the property interests described above are expressly limited as follows: the Commission understands that the TCE areas encompass portions of a parking lot area used by the larger parcel. In performing its work in the TCE areas, the Commission shall take appropriate steps to ensure that, at all times during construction, the larger parcel retains reasonable access and parking.

WHEREAS by a vote of 2/3 or more of its members the Commission found and determined that:

(a) The acquisition of the Property is necessary for the development, construction, operation, and maintenance of the Project;

(b) The environmental impacts of the Project were evaluated in the Environmental Impact Report ("EIR") for this Project; and

(c) The Commission has reviewed and considered the EIR, prior to and as part of the process of determining whether to acquire the Property.

WHEREAS, in accordance with Code of Civil Procedure section 1245.230, by a vote of 2/3 or more of its members the Commission found and determined each of the following:

(a) The public interest and necessity require the Project;

(b) The Project is planned or located in the manner which will be most compatible with the greatest public good and the least private injury;

(c) The Property is necessary for the Project; and

(d) The offer required by Section 7267.2 of the Government Code has been made to the owner(s) of record or the offer has not been made because the owner(s) cannot be located with reasonable diligence.

WHEREAS pursuant to Sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that the Property is already devoted to a public use, the use to which the Property is to be put is a more necessary public use than the use to which the Property is already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Property is already devoted.

WHEREAS notice of intention to adopt this resolution was given to the person whose property is to be acquired by eminent domain in accordance with Section 1245.235 of the Code of Civil Procedure and a hearing was conducted by the Commission on the matters contained herein.

THEREFORE, BE IT RESOLVED that the Commission is hereby authorized to acquire in the Commission's name the Property by donation, purchase, or by condemnation in accordance with the provisions of the Constitution of the State of California and the Code of Civil Procedure relating to eminent domain.

BE IT FURTHER RESOLVED that legal counsel is hereby authorized and directed to take all steps necessary to commence and prosecute to completion legal proceedings, in a court of competent jurisdiction, to acquire the Property by eminent domain. Counsel is also authorized and directed to seek and obtain an Order for Prejudgment Possession of the Property in accordance with the provisions of the eminent domain law and, in so doing, Counsel is authorized to deposit the amount of probable compensation with the State Treasurer. Counsel may enter into stipulated Orders for Prejudgment Possession and/or Possession and Use Agreements, where such agreements constitute the functional equivalent of an Order for Prejudgment Possession. Counsel is further authorized to correct any errors or to make or agree to any non-material changes to the legal description of the real property that are deemed necessary for the conduct of the condemnation action or other proceedings or transactions required to acquire the Property. Counsel is further authorized, subject to the approval of the Commission, to compromise and settle such eminent domain proceedings, if such settlement can be reached, and in that event, to take all necessary action to complete the acquisition, including entering into stipulations as to judgment and other matters, and cause all payments to be made.

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed:

http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/reso13071-a.pdf

RESOLUTION NO. 13-072

RESOLUTION OF NECESSITY TO EXERCISE RIGHT OF EMINENT DOMAIN TO ACQUIRE PROPERTY FOR THE DOWNTOWN SAN BERNARDINO PASSENGER RAIL PROJECT

The San Bernardino County Transportation Commission ("Commission") hereby finds, determines, and resolves as follows:

WHEREAS public safety, welfare, convenience, interest and necessity require the acquisition by the Commission of the property hereinafter described for public use, to wit: Acquisition of property in the City of San Bernardino for the Downtown San Bernardino Passenger Rail Project ("Project").

WHEREAS the Commission was created pursuant to California Public Utilities Code sections 130050 and 130054.

WHEREAS the property interests described hereinafter are to be taken for public use, namely, for public transportation purposes and all uses necessary, incidental or convenient thereto, and for all public purposes pursuant to the authority conferred upon the Commission to acquire property by eminent domain by Article I, Section 19, of the California Constitution, California Public Utilities Code section 130220.5, and California Code of Civil Procedure sections 1240.010-1273.050.

WHEREAS the property to be acquired has been designated as Commission Parcel SBPR 54, which represents a fee simple interest in the property located at 134 South "E" Street, San Bernardino, California, and which bears San Bernardino County Assessor's Parcel Number 0136-111-01, as described more specifically in Exhibit A attached hereto, which is incorporated herein by this reference ("Property").

WHEREAS by a vote of 2/3 or more of its members the Commission found and determined that:

(a) The acquisition of the Property is necessary for the development, construction, operation, and maintenance of the Project;

(b) The environmental impacts of the Project were evaluated in the Environmental Impact Report ("EIR") for this Project; and

(c) The Commission has reviewed and considered the EIR, prior to and as part of the process of determining whether to acquire the Property.

WHEREAS, in accordance with Code of Civil Procedure section 1245.230, by a vote of 2/3 or more of its members the Commission found and determined each of the following:

(a) The public interest and necessity require the Project;

(b) The Project is planned or located in the manner which will be most compatible with the greatest public good and the least private injury;

(c) The Property is necessary for the Project; and

(d) The offer required by Section 7267.2 of the Government Code has been made to the owner(s) of record or the offer has not been made because the owner(s) cannot be located with reasonable diligence.

WHEREAS pursuant to Sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that the Property is already devoted to a public use, the use to which the Property is to be put is a more necessary public use than the use to which the Property is already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Property is already devoted.

WHEREAS notice of intention to adopt this resolution was given to the person whose property is to be acquired by eminent domain in accordance with Section 1245.235 of the Code of Civil Procedure and a hearing was conducted by the Commission on the matters contained herein.

THEREFORE, BE IT RESOLVED that the Commission is hereby authorized to acquire in the Commission's name the Property by donation, purchase, or by condemnation in accordance with the provisions of the Constitution of the State of California and the Code of Civil Procedure relating to eminent domain.

BE IT FURTHER RESOLVED that legal counsel is hereby authorized and directed to take all steps necessary to commence and prosecute to completion legal proceedings, in a court of competent jurisdiction, to acquire the Property by eminent domain. Counsel is also authorized and directed to seek and obtain an Order for Prejudgment Possession of the Property in accordance with the provisions of the eminent domain law and, in so doing, Counsel is authorized to deposit the amount of probable compensation with the State Treasurer. Counsel may enter into stipulated Orders for Prejudgment Possession and/or Possession and Use Agreements, where such agreements constitute the functional equivalent of an Order for Prejudgment Possession. Counsel is further authorized to correct any errors or to make or agree to any non-material changes to the legal description of the real property that are deemed necessary for the conduct of the condemnation action or other proceedings or transactions required to acquire the Property. Counsel is further authorized, subject to the approval of the Commission, to compromise and settle such eminent domain proceedings, if such settlement can be reached, and in that event, to take all necessary action to complete the

acquisition, including entering into stipulations as to judgment and other matters, and cause all payments to be made.

	Approved *Board of Directors* *Date:* _____ *Moved:* *Second:* *In Favor:* *Opposed:* *Abstained:* *Witnessed:* _____

RESOLUTION NO. 13-073

RESOLUTION OF NECESSITY TO EXERCISE RIGHT OF EMINENT DOMAIN TO ACQUIRE PROPERTY FOR THE DOWNTOWN SAN BERNARDINO PASSENGER RAIL PROJECT

The San Bernardino County Transportation Commission ("Commission") hereby finds, determines, and resolves as follows:

WHEREAS public safety, welfare, convenience, interest and necessity require the acquisition by the Commission of the property hereinafter described for public use, to wit: Acquisition of property in the City of San Bernardino for the Downtown San Bernardino Passenger Rail Project ("Project").

WHEREAS the Commission was created pursuant to California Public Utilities Code sections 130050 and 130054.

WHEREAS the property interests described hereinafter are to be taken for public use, namely, for public transportation purposes and all uses necessary, incidental or convenient thereto, and for all public purposes pursuant to the authority conferred upon the Commission to acquire property by eminent domain by Article I, Section 19, of the California Constitution, California Public Utilities Code section 130220.5, and California Code of Civil Procedure sections 1240.010-1273.050.

WHEREAS the property to be acquired has been designated as Commission Parcels SBPR 57, 58, 68, 74, and 75, which represents interests in portions of property located in San Bernardino, California, which bears San Bernardino County Assessor's Parcel Numbers 0136-111-14, 0136-111-15, 0136-111-23, and 0136-111-24, and which is described more specifically below and in the exhibits attached hereto, which are incorporated herein by this reference ("Property").

WHEREAS the Property consists of a fee simple interest in a commercial lot west of "E" Street in San Bernardino, California, which is designated as Commission Parcel SBPR 57, which bears San Bernardino County Assessor's Parcel Number 0136-111-24, and which is described in Exhibit A attached hereto for the purposes of constructing, maintaining, and operating the Project.

WHEREAS the Property also consists of a fee simple interest in the property located at 174 South "E" Street, San Bernardino, California, which is designated as Commission Parcel SBPR 75, which bears San Bernardino County Assessor's Parcel Number 0136-111-15, and which is described in Exhibit B attached hereto for the purposes of constructing, maintaining, and operating the Project.

WHEREAS the Property also consists of a fee simple interest in the property located at 170 South "E" Street, San Bernardino, California, which is designated as Commission Parcel SBPR 74, which bears San Bernardino County Assessor's Parcel Number 0136-111-14, and which is described in Exhibit C attached hereto for the purposes of constructing, maintaining, and operating the Project.

WHEREAS the Property also consists of a fee interest, a permanent easement, and a temporary construction easement in portions of a property located in San Bernardino, California, and which bears San Bernardino County Assessor's Parcel Number 0136-111-23. The legal description for the larger parcel of which these interests are a part is attached hereto as Exhibit D.

WHEREAS the fee interest in the larger parcel described in Exhibit D is designated as Commission Parcel SBPR 58, described in Exhibit E attached hereto, and being acquired for the purposes of constructing, maintaining, and operating the Project.

WHEREAS the permanent easement in the larger parcel described in Exhibit D is designated as Commission Parcel SBPR 68-1 and consists of a permanent easement over, on, under, in, across, along, and through the area described in Exhibit F attached hereto for underground utilities and related purposes.

WHEREAS the temporary construction easement in the larger parcel described in Exhibit D is designated as Commission Parcel SBPR 68-2 and consists of a temporary, non-exclusive construction easement over, on, under, in, across, along, and through the areas described in Exhibit G attached hereto, for the purpose of all necessary and convenient activities associated with the Project ("TCE"). The TCE shall be valid for a period of not more than eighteen (18) months. It shall commence seven (7) days from the date upon which the Commission or its authorized representative provides the owner with written notice of its intent to commence construction utilizing the TCE, and it shall terminate on the earliest of (a) the date upon which the Commission notifies the applicable owner that it no longer needs the TCE, (b) eighteen (18) months from the commencement date of the TCE, or (c) December 31, 2015. At the expiration of the TCE, the Commission or its agents shall restore the TCE area to a condition as near as practicable to the condition that existed immediately prior to the commencement of construction.

WHEREAS the permanent easement in the larger parcel described in Exhibit D is designated as Commission Parcel SBPR 68-3 and consists of a permanent easement over, on, under, in, across, along, and through the area described in Exhibit H attached hereto for underground utilities and related purposes.

WHEREAS the permanent easement in the larger parcel described in Exhibit D is designated as Commission Parcel SBPR 68-4 and consists of a permanent easement over, on, under, in, across, along, and through the area described in Exhibit I attached hereto for underground utilities and related purposes.

WHEREAS the permanent easement in the larger parcel described in Exhibit D is designated as Commission Parcel SBPR 68-5 and consists of a permanent easement over, on, under, in, across, along, and through the area described in Exhibit J attached hereto for sidewalk and driveway maintenance related purposes.

WHEREAS by a vote of 2/3 or more of its members the Commission found and determined that:

(a) The acquisition of the Property is necessary for the development, construction, operation, and maintenance of the Project;

(b) The environmental impacts of the Project were evaluated in the Environmental Impact Report ("EIR") for this Project; and

(c) The Commission has reviewed and considered the EIR, prior to and as part of the process of determining whether to acquire the Property.

WHEREAS, in accordance with Code of Civil Procedure section 1245.230, by a vote of 2/3 or more of its members the Commission found and determined each of the following:

(a) The public interest and necessity require the Project;

(b) The Project is planned or located in the manner which will be most compatible with the greatest public good and the least private injury;

(c) The Property is necessary for the Project; and

(d) The offer required by Section 7267.2 of the Government Code has been made to the owner(s) of record or the offer has not been made because the owner(s) cannot be located with reasonable diligence.

WHEREAS pursuant to Sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that the Property is already devoted to a public use, the use to which the Property is to be put is a more necessary public use than the use to which the Property is already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Property is already devoted.

WHEREAS notice of intention to adopt this resolution was given to the person whose property is to be acquired by eminent domain in accordance with Section 1245.235 of the Code of Civil Procedure and a hearing was conducted by the Commission on the matters contained herein.

THEREFORE, BE IT RESOLVED that the Commission is hereby authorized to acquire in the Commission's name the Property by donation, purchase, or by condemnation in accordance with the provisions of the Constitution of the State of California and the Code of Civil Procedure relating to eminent domain.

BE IT FURTHER RESOLVED that legal counsel is hereby authorized and directed to take all steps necessary to commence and prosecute to completion legal proceedings, in a court of competent jurisdiction, to acquire the Property by eminent domain. Counsel is also authorized and directed to seek and obtain an Order for Prejudgment Possession of the Property in accordance with the provisions of the eminent domain law and, in so doing, Counsel is

authorized to deposit the amount of probable compensation with the State Treasurer. Counsel may enter into stipulated Orders for Prejudgment Possession and/or Possession and Use Agreements, where such agreements constitute the functional equivalent of an Order for Prejudgment Possession. Counsel is further authorized to correct any errors or to make or agree to any non-material changes to the legal description of the real property that are deemed necessary for the conduct of the condemnation action or other proceedings or transactions required to acquire the Property. Counsel is further authorized, subject to the approval of the Commission, to compromise and settle such eminent domain proceedings, if such settlement can be reached, and in that event, to take all necessary action to complete the acquisition, including entering into stipulations as to judgment and other matters, and cause all payments to be made.

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed:

http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/reso13073-a.pdf

RESOLUTION NO. 13-074

RESOLUTION OF NECESSITY TO EXERCISE RIGHT OF EMINENT DOMAIN TO ACQUIRE PROPERTY FOR THE DOWNTOWN SAN BERNARDINO PASSENGER RAIL PROJECT

The San Bernardino County Transportation Commission ("Commission") hereby finds, determines, and resolves as follows:

WHEREAS public safety, welfare, convenience, interest and necessity require the acquisition by the Commission of the property hereinafter described for public use, to wit: Acquisition of property in the City of San Bernardino for the Downtown San Bernardino Passenger Rail Project ("Project").

WHEREAS the Commission was created pursuant to California Public Utilities Code sections 130050 and 130054.

WHEREAS the property interests described hereinafter are to be taken for public use, namely, for public transportation purposes and all uses necessary, incidental or convenient thereto, and for all public purposes pursuant to the authority conferred upon the Commission to acquire property by eminent domain by Article I, Section 19, of the California Constitution, California Public Utilities Code section 130220.5, and California Code of Civil Procedure sections 1240.010-1273.050.

WHEREAS the property to be acquired has been designated as Commission Parcels SBPR 60, 61, and 62, which represents interests in portions of the property located at 203-229 North "K" Street and 1056-1068 West 2nd Street, San Bernardino, California, and which bears San Bernardino County Assessor's Parcel Numbers 0138-271-15, 0138-271-16, and 0138-271-17, as described more specifically in the exhibits attached hereto, which are incorporated herein by this reference ("Property"). The legal description for the larger parcel of which the Property is a part is attached hereto as Exhibit A.

WHEREAS the Property consists of a permanent easement over, on, under, in, across, along, and through the area described in Exhibit B attached hereto for public street purposes.

WHEREAS the Property also consists of a permanent easement over, on, under, in, across, along, and through the area described in Exhibit C attached hereto for public street purposes.

WHEREAS the Property also consists of a temporary, non-exclusive construction easement over, on, under, in, across, along, and through the areas described in Exhibit D attached hereto, for the purpose of all necessary and convenient activities associated with the Project ("TCE 1"). TCE 1 shall be valid for a period of not more than eighteen (18) months. It shall commence seven (7) days from the date upon which the Commission or its authorized representative provides the owner with written notice of its intent to commence construction utilizing TCE 1, and it shall terminate on the

earliest of (a) the date upon which the Commission notifies the applicable owner that it no longer needs TCE 1, (b) eighteen (18) months from the commencement date of TCE 1, or (c) December 31, 2015.

WHEREAS the Property also consists of a temporary, non-exclusive construction easement over, on, under, in, across, along, and through the areas described in Exhibit E attached hereto, for the purpose of all necessary and convenient activities associated with the Project ("TCE 2"). TCE 2 shall be valid for a period of not more than eighteen (18) months. It shall commence seven (7) days from the date upon which the Commission or its authorized representative provides the owner with written notice of its intent to commence construction utilizing TCE 2, and it shall terminate on the earliest of (a) the date upon which the Commission notifies the applicable owner that it no longer needs TCE 2, (b) eighteen (18) months from the commencement date of TCE 2, or (c) December 31, 2015.

WHEREAS the Property also consists of a temporary, non-exclusive construction easement over, on, under, in, across, along, and through the areas described in Exhibit F attached hereto, for the purpose of all necessary and convenient activities associated with the Project ("TCE 3"). TCE 3 shall be valid for a period of not more than eighteen (18) months. It shall commence seven (7) days from the date upon which the Commission or its authorized representative provides the owner with written notice of its intent to commence construction utilizing TCE 3, and it shall terminate on the earliest of (a) the date upon which the Commission notifies the applicable owner that it no longer needs TCE 3, (b) eighteen (18) months from the commencement date of TCE 3, or (c) December 31, 2015.

WHEREAS, the property interests described above are expressly limited as follows: (1) the Commission and/or its agents shall only have the right to engage in demolition activities within the TCE 2 and TCE 3 areas during the first three months of those TCE periods; and (2) the Commission and/or its agent shall (a) reconstruct the retaining wall structure along 2nd Street and approximately 20 feet of "K" Street, north of the new corner cutoff, and (b) rework the front yard landscaping improvements (including re-installing and/or reconnecting irrigation lines) as a means of conforming the property with surrounding residential properties in the general area.

WHEREAS by a vote of 2/3 or more of its members the Commission found and determined that:

(a) The acquisition of the Property is necessary for the development, construction, operation, and maintenance of the Project;

(b) The environmental impacts of the Project were evaluated in the Environmental Impact Report ("EIR") for this Project; and

(c) The Commission has reviewed and considered the EIR, prior to and as part of the process of determining whether to acquire the Property.

WHEREAS, in accordance with Code of Civil Procedure section 1245.230, by a vote of 2/3 or more of its members the Commission found and determined each of the following:

(a) The public interest and necessity require the Project;

(b) The Project is planned or located in the manner which will be most compatible with the greatest public good and the least private injury;

(c) The Property is necessary for the Project; and

(d) The offer required by Section 7267.2 of the Government Code has been made to the owner(s) of record or the offer has not been made because the owner(s) cannot be located with reasonable diligence.

WHEREAS pursuant to Sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that the Property is already devoted to a public use, the use to which the Property is to be put is a more necessary public use than the use to which the Property is already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Property is already devoted.

WHEREAS notice of intention to adopt this resolution was given to the person whose property is to be acquired by eminent domain in accordance with Section 1245.235 of the Code of Civil Procedure and a hearing was conducted by the Commission on the matters contained herein.

THEREFORE, BE IT RESOLVED that the Commission is hereby authorized to acquire in the Commission's name the Property by donation, purchase, or by condemnation in accordance with the provisions of the Constitution of the State of California and the Code of Civil Procedure relating to eminent domain.

BE IT FURTHER RESOLVED that legal counsel is hereby authorized and directed to take all steps necessary to commence and prosecute to completion legal proceedings, in a court of competent jurisdiction, to acquire the Property by eminent domain. Counsel is also authorized and directed to seek and obtain an Order for Prejudgment Possession of the Property in accordance with the provisions of the eminent domain law and, in so doing, Counsel is authorized to deposit the amount of probable compensation with the State Treasurer. Counsel may enter into stipulated Orders for Prejudgment Possession and/or Possession and Use Agreements, where such agreements constitute the functional equivalent of an Order for Prejudgment Possession. Counsel is further authorized to correct any errors or to make or agree to any non-material changes to the legal description of the real property that are deemed necessary for the conduct of the condemnation action or other proceedings or transactions required to acquire the Property. Counsel is further authorized, subject to the approval of the Commission, to compromise and settle such eminent domain proceedings, if such settlement can be reached, and in that event, to take all necessary action to complete the

acquisition, including entering into stipulations as to judgment and other matters, and cause all payments to be made.

	Approved *Board of Directors* *Date:* _____ *Moved:* *Second:* *In Favor:* *Opposed:* *Abstained:* *Witnessed:* _____

http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/reso13074-a.pdf

RESOLUTION NO. 13-075

RESOLUTION OF NECESSITY TO EXERCISE RIGHT OF EMINENT DOMAIN TO ACQUIRE PROPERTY FOR THE DOWNTOWN SAN BERNARDINO PASSENGER RAIL PROJECT

The San Bernardino County Transportation Commission ("Commission") hereby finds, determines, and resolves as follows:

WHEREAS public safety, welfare, convenience, interest and necessity require the acquisition by the Commission of the property hereinafter described for public use, to wit: Acquisition of property in the City of San Bernardino for the Downtown San Bernardino Passenger Rail Project ("Project").

WHEREAS the Commission was created pursuant to California Public Utilities Code sections 130050 and 130054.

WHEREAS the property interests described hereinafter are to be taken for public use, namely, for public transportation purposes and all uses necessary, incidental or convenient thereto, and for all public purposes pursuant to the authority conferred upon the Commission to acquire property by eminent domain by Article I, Section 19, of the California Constitution, California Public Utilities Code section 130220.5, and California Code of Civil Procedure sections 1240.010-1273.050.

WHEREAS the property to be acquired has been designated as Commission Parcel SBPR 63, which represents interests in portions of a property located in San Bernardino, California, and which bears San Bernardino County Assessor's Parcel Number 0138-271-18, as described more specifically in the exhibits attached hereto, which are incorporated herein by this reference ("Property"). The legal description for the larger parcel of which the Property is a part is attached hereto as Exhibit A.

WHEREAS the Property consists of a permanent easement over, on, under, in, across, along, and through the area described in Exhibit B attached hereto for public street purposes.

WHEREAS the Property consists of a temporary, non-exclusive construction easement over, on, under, in, across, along, and through the areas described in Exhibit C attached hereto, for the purpose of all necessary and convenient activities associated with the Project ("TCE 1"). TCE 1 shall be valid for a period of not more than eighteen (18) months. It shall commence seven (7) days from the date upon which the Commission or its authorized representative provides the owner with written notice of its intent to commence construction utilizing TCE 1, and it shall terminate on the earliest of (a) the date upon which the Commission notifies the applicable owner that it no longer needs TCE 1, (b) eighteen (18) months from the commencement date of TCE 1, or (c) December 31, 2015. At the expiration of TCE 1, the Commission or its agents shall restore the TCE area to a condition as near as practicable to the condition that existed immediately prior to the commencement of construction.

WHEREAS the Property consists of a temporary, non-exclusive construction easement

over, on, under, in, across, along, and through the areas described in Exhibit D attached hereto, for the purpose of all necessary and convenient activities associated with the Project ("TCE 2"). TCE 2 shall be valid for a period of not more than three (3) months. It shall commence seven (7) days from the date upon which the Commission or its authorized representative provides the owner with written notice of its intent to commence construction utilizing TCE 2, and it shall terminate on the earliest of (a) the date upon which the Commission notifies the applicable owner that it no longer needs TCE 2, (b) three (3) months from the commencement date of TCE 2, or (c) December 31, 2015. At the expiration of TCE 2, the Commission or its agents shall restore the TCE area to a condition as near as practicable to the condition that existed immediately prior to the commencement of construction.

WHEREAS by a vote of 2/3 or more of its members the Commission found and determined that:

(a) The acquisition of the Property is necessary for the development, construction, operation, and maintenance of the Project;

(b) The environmental impacts of the Project were evaluated in the Environmental Impact Report ("EIR") for this Project; and

(c) The Commission has reviewed and considered the EIR, prior to and as part of the process of determining whether to acquire the Property.

WHEREAS, in accordance with Code of Civil Procedure section 1245.230, by a vote of 2/3 or more of its members the Commission found and determined each of the following:

(a) The public interest and necessity require the Project;

(b) The Project is planned or located in the manner which will be most compatible with the greatest public good and the least private injury;

(c) The Property is necessary for the Project; and

(d) The offer required by Section 7267.2 of the Government Code has been made to the owner(s) of record or the offer has not been made because the owner(s) cannot be located with reasonable diligence.

WHEREAS pursuant to Sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that the Property is already devoted to a public use, the use to which the Property is to be put is a more necessary public use than the use to which the Property is already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Property is already devoted.

WHEREAS notice of intention to adopt this resolution was given to the person whose property is to be acquired by eminent domain in accordance with Section 1245.235 of the Code of Civil Procedure and a hearing was conducted by the Commission on the matters contained herein.

THEREFORE, BE IT RESOLVED that the Commission is hereby authorized to acquire in the Commission's name the Property by donation, purchase, or by condemnation in accordance with the provisions of the Constitution of the State of California and the Code of Civil Procedure relating to eminent domain.

BE IT FURTHER RESOLVED that legal counsel is hereby authorized and directed to take all steps necessary to commence and prosecute to completion legal proceedings, in a court of competent jurisdiction, to acquire the Property by eminent domain. Counsel is also authorized and directed to seek and obtain an Order for Prejudgment Possession of the Property in accordance with the provisions of the eminent domain law and, in so doing, Counsel is authorized to deposit the amount of probable compensation with the State Treasurer. Counsel may enter into stipulated Orders for Prejudgment Possession and/or Possession and Use Agreements, where such agreements constitute the functional equivalent of an Order for Prejudgment Possession. Counsel is further authorized to correct any errors or to make or agree to any non-material changes to the legal description of the real property that are deemed necessary for the conduct of the condemnation action or other proceedings or transactions required to acquire the Property. Counsel is further authorized, subject to the approval of the Commission, to compromise and settle such eminent domain proceedings, if such settlement can be reached, and in that event, to take all necessary action to complete the acquisition, including entering into stipulations as to judgment and other matters, and cause all payments to be made.

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed:

RESOLUTION NO. 13-076

RESOLUTION OF NECESSITY TO EXERCISE RIGHT OF EMINENT DOMAIN TO ACQUIRE PROPERTY FOR THE DOWNTOWN SAN BERNARDINO PASSENGER RAIL PROJECT

The San Bernardino County Transportation Commission ("Commission") hereby finds, determines, and resolves as follows:

WHEREAS public safety, welfare, convenience, interest and necessity require the acquisition by the Commission of the property hereinafter described for public use, to wit: Acquisition of property in the City of San Bernardino for the Downtown San Bernardino Passenger Rail Project ("Project").

WHEREAS the Commission was created pursuant to California Public Utilities Code sections 130050 and 130054.

WHEREAS the property interests described hereinafter are to be taken for public use, namely, for public transportation purposes and all uses necessary, incidental or convenient thereto, and for all public purposes pursuant to the authority conferred upon the Commission to acquire property by eminent domain by Article I, Section 19, of the California Constitution, California Public Utilities Code section 130220.5, and California Code of Civil Procedure sections 1240.010-1273.050.

WHEREAS the property to be acquired has been designated as Commission Parcel SBPR 64, which represents interests in portions of the property located at 261-265 North "K" Street, San Bernardino, California, and which bears San Bernardino County Assessor's Parcel Number 0138-271-19, as described more specifically in the exhibits attached hereto, which are incorporated herein by this reference ("Property"). The legal description for the larger parcel of which the Property is a part is attached hereto as Exhibit A.

WHEREAS the Property consists of a permanent easement over, on, under, in, across, along, and through the area described in Exhibit B attached hereto for public street purposes.

WHEREAS the Property also consists of a temporary, non-exclusive construction easement over, on, under, in, across, along, and through the areas described in Exhibit C attached hereto, for the purpose of all necessary and convenient activities associated with the Project ("TCE"). The TCE shall be valid for a period of not more than eighteen (18) months. It shall commence seven (7) days from the date upon which the Commission or its authorized representative provides the owner with written notice of its intent to commence construction utilizing the TCE, and it shall terminate on the earliest of (a) the date upon which the Commission notifies the applicable owner that it no longer needs the TCE, (b) eighteen (18) months from the commencement date of the TCE, or (c) December 31, 2015.

WHEREAS, the property interests described above and encompassed by Exhibit C are expressly limited as follows: (1) the Commission and/or its agents shall only have the right to engage in demolition activities within the TCE area during the first three months of the TCE period;

and (2) the Commission and/or its agents shall rework the front yard landscaping improvements (including re-installing and/or reconnecting irrigation lines) as a means of conforming the property with surrounding residential properties in the general area.

WHEREAS by a vote of 2/3 or more of its members the Commission found and determined that:

(a) The acquisition of the Property is necessary for the development, construction, operation, and maintenance of the Project;

(b) The environmental impacts of the Project were evaluated in the Environmental Impact Report ("EIR") for this Project; and

(c) The Commission has reviewed and considered the EIR, prior to and as part of the process of determining whether to acquire the Property.

WHEREAS, in accordance with Code of Civil Procedure section 1245.230, by a vote of 2/3 or more of its members the Commission found and determined each of the following:

(a) The public interest and necessity require the Project;

(b) The Project is planned or located in the manner which will be most compatible with the greatest public good and the least private injury;

(c) The Property is necessary for the Project; and

(d) The offer required by Section 7267.2 of the Government Code has been made to the owner(s) of record or the offer has not been made because the owner(s) cannot be located with reasonable diligence.

WHEREAS pursuant to Sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that the Property is already devoted to a public use, the use to which the Property is to be put is a more necessary public use than the use to which the Property is already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Property is already devoted.

WHEREAS notice of intention to adopt this resolution was given to the person whose property is to be acquired by eminent domain in accordance with Section 1245.235 of the Code of Civil Procedure and a hearing was conducted by the Commission on the matters contained herein.

THEREFORE, BE IT RESOLVED that the Commission is hereby authorized to acquire in the Commission's name the Property by donation, purchase, or by condemnation in accordance with the provisions of the Constitution of the State of California and the Code of Civil Procedure relating to eminent domain.

BE IT FURTHER RESOLVED that legal counsel is hereby authorized and directed to take all steps necessary to commence and prosecute to completion legal proceedings, in a court

of competent jurisdiction, to acquire the Property by eminent domain. Counsel is also authorized and directed to seek and obtain an Order for Prejudgment Possession of the Property in accordance with the provisions of the eminent domain law and, in so doing, Counsel is authorized to deposit the amount of probable compensation with the State Treasurer. Counsel may enter into stipulated Orders for Prejudgment Possession and/or Possession and Use Agreements, where such agreements constitute the functional equivalent of an Order for Prejudgment Possession. Counsel is further authorized to correct any errors or to make or agree to any non-material changes to the legal description of the real property that are deemed necessary for the conduct of the condemnation action or other proceedings or transactions required to acquire the Property. Counsel is further authorized, subject to the approval of the Commission, to compromise and settle such eminent domain proceedings, if such settlement can be reached, and in that event, to take all necessary action to complete the acquisition, including entering into stipulations as to judgment and other matters, and cause all payments to be made.

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed:

_____

RESOLUTION NO. 13-077

RESOLUTION OF NECESSITY TO EXERCISE RIGHT OF EMINENT DOMAIN TO ACQUIRE PROPERTY FOR THE DOWNTOWN SAN BERNARDINO PASSENGER RAIL PROJECT

The San Bernardino County Transportation Commission ("Commission") hereby finds, determines, and resolves as follows:

WHEREAS public safety, welfare, convenience, interest and necessity require the acquisition by the Commission of the property hereinafter described for public use, to wit: Acquisition of property in the City of San Bernardino for the Downtown San Bernardino Passenger Rail Project ("Project").

WHEREAS the Commission was created pursuant to California Public Utilities Code sections 130050 and 130054.

WHEREAS the property interests described hereinafter are to be taken for public use, namely, for public transportation purposes and all uses necessary, incidental or convenient thereto, and for all public purposes pursuant to the authority conferred upon the Commission to acquire property by eminent domain by Article I, Section 19, of the California Constitution, California Public Utilities Code section 130220.5, and California Code of Civil Procedure sections 1240.010-1273.050.

WHEREAS the property to be acquired has been designated as Commission Parcel SBPR 65, which represents interests in portions of a property located in San Bernardino, California, and which bears San Bernardino County Assessor's Parcel Number 0138-271-20, as described more specifically in the exhibits attached hereto, which are incorporated herein by this reference ("Property"). The legal description for the larger parcel of which the Property is a part is attached hereto as Exhibit A.

WHEREAS the Property consists of a permanent easement over, on, under, in, across, along, and through the area described in Exhibit B attached hereto for public street purposes.

WHEREAS the Property also consists of a temporary, non-exclusive construction easement over, on, under, in, across, along, and through the areas described in Exhibit C attached hereto, for the purpose of all necessary and convenient activities associated with the Project ("TCE"). The TCE shall be valid for a period of not more than eighteen (18) months. It shall commence seven (7) days from the date upon which the Commission or its authorized representative provides the owner with written notice of its intent to commence construction utilizing the TCE, and it shall terminate on the earliest of (a) the date upon which the Commission notifies the applicable owner that it no longer needs the TCE, (b) eighteen (18) months from the commencement date of the TCE, or (c) December 31, 2015. At the expiration of the TCE, the Commission or its agents shall restore the TCE area to a condition as near as practicable to the condition that existed immediately prior to the commencement of construction.

WHEREAS by a vote of 2/3 or more of its members the Commission found and determined that:

(a) The acquisition of the Property is necessary for the development, construction, operation, and maintenance of the Project;

(b) The environmental impacts of the Project were evaluated in the Environmental Impact Report ("EIR") for this Project; and

(c) The Commission has reviewed and considered the EIR, prior to and as part of the process of determining whether to acquire the Property.

WHEREAS, in accordance with Code of Civil Procedure section 1245.230, by a vote of 2/3 or more of its members the Commission found and determined each of the following:

(a) The public interest and necessity require the Project;

(b) The Project is planned or located in the manner which will be most compatible with the greatest public good and the least private injury;

(c) The Property is necessary for the Project; and

(d) The offer required by Section 7267.2 of the Government Code has been made to the owner(s) of record or the offer has not been made because the owner(s) cannot be located with reasonable diligence.

WHEREAS pursuant to Sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that the Property is already devoted to a public use, the use to which the Property is to be put is a more necessary public use than the use to which the Property is already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Property is already devoted.

WHEREAS notice of intention to adopt this resolution was given to the person whose property is to be acquired by eminent domain in accordance with Section 1245.235 of the Code of Civil Procedure and a hearing was conducted by the Commission on the matters contained herein.

THEREFORE, BE IT RESOLVED that the Commission is hereby authorized to acquire in the Commission's name the Property by donation, purchase, or by condemnation in accordance with the provisions of the Constitution of the State of California and the Code of Civil Procedure relating to eminent domain.

BE IT FURTHER RESOLVED that legal counsel is hereby authorized and directed to take all steps necessary to commence and prosecute to completion legal proceedings, in a court of competent jurisdiction, to acquire the Property by eminent domain. Counsel is also authorized and directed to seek and obtain an Order for Prejudgment Possession of the Property in accordance with the provisions of the eminent domain law and, in so doing, Counsel is authorized to deposit the amount of probable compensation with the State Treasurer. Counsel

may enter into stipulated Orders for Prejudgment Possession and/or Possession and Use Agreements, where such agreements constitute the functional equivalent of an Order for Prejudgment Possession. Counsel is further authorized to correct any errors or to make or agree to any non-material changes to the legal description of the real property that are deemed necessary for the conduct of the condemnation action or other proceedings or transactions required to acquire the Property. Counsel is further authorized, subject to the approval of the Commission, to compromise and settle such eminent domain proceedings, if such settlement can be reached, and in that event, to take all necessary action to complete the acquisition, including entering into stipulations as to judgment and other matters, and cause all payments to be made.

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed:

_____

RESOLUTION NO. 13-078

RESOLUTION OF NECESSITY TO EXERCISE RIGHT OF EMINENT DOMAIN TO ACQUIRE PROPERTY FOR THE DOWNTOWN SAN BERNARDINO PASSENGER RAIL PROJECT

The San Bernardino County Transportation Commission ("Commission") hereby finds, determines, and resolves as follows:

WHEREAS public safety, welfare, convenience, interest and necessity require the acquisition by the Commission of the property hereinafter described for public use, to wit: Acquisition of property in the City of San Bernardino for the Downtown San Bernardino Passenger Rail Project ("Project").

WHEREAS the Commission was created pursuant to California Public Utilities Code sections 130050 and 130054.

WHEREAS the property interests described hereinafter are to be taken for public use, namely, for public transportation purposes and all uses necessary, incidental or convenient thereto, and for all public purposes pursuant to the authority conferred upon the Commission to acquire property by eminent domain by Article I, Section 19, of the California Constitution, California Public Utilities Code section 130220.5, and California Code of Civil Procedure sections 1240.010-1273.050.

WHEREAS the property to be acquired has been designated as Commission Parcel SBPR 66, which represents interests in portions of the property located at 271 North "K" Street, San Bernardino, California, and which bears San Bernardino County Assessor's Parcel Number 0138-271-21, as described more specifically in the exhibits attached hereto, which are incorporated herein by this reference ("Property"). The legal description for the larger parcel of which the Property is a part is attached hereto as Exhibit A.

WHEREAS the Property consists of a permanent easement over, on, under, in, across, along, and through the area described in Exhibit B attached hereto for public street purposes and public utilities.

WHEREAS the Property also consists of a temporary, non-exclusive construction easement over, on, under, in, across, along, and through the areas described in Exhibit C attached hereto, for the purpose of all necessary and convenient activities associated with the Project ("TCE"). The TCE shall be valid for a period of not more than eighteen (18) months. It shall commence seven (7) days from the date upon which the Commission or its authorized representative provides the owner with written notice of its intent to commence construction utilizing the TCE, and it shall terminate on the earliest of (a) the date upon which the Commission notifies the applicable owner that it no longer needs the TCE, (b) eighteen (18) months from the commencement date of the TCE, or (c) December 31, 2015. At the expiration of the TCE, the Commission or its agents shall restore the TCE area to a condition as near as practicable to the condition that existed immediately prior to the commencement of construction.

WHEREAS, the property interests described above and encompassed by Exhibits B and C are expressly limited as follows: (1) To the extent the existing chain link fencing within the permanent easement area depicted in Exhibit B must be relocated, the Commission and/or its agents will relocate that chain link fencing on the larger parcel, but outside the permanent easement area, at the Commission's sole expense; and (2) the Commission and/or its agents shall protect in place or, failing that, replace in kind, the current improvements located within the TCE area prior to the expiration of the TCE.

WHEREAS by a vote of 2/3 or more of its members the Commission found and determined that:

(a) The acquisition of the Property is necessary for the development, construction, operation, and maintenance of the Project;

(b) The environmental impacts of the Project were evaluated in the Environmental Impact Report ("EIR") for this Project; and

(c) The Commission has reviewed and considered the EIR, prior to and as part of the process of determining whether to acquire the Property.

WHEREAS, in accordance with Code of Civil Procedure section 1245.230, by a vote of 2/3 or more of its members the Commission found and determined each of the following:

(a) The public interest and necessity require the Project;

(b) The Project is planned or located in the manner which will be most compatible with the greatest public good and the least private injury;

(c) The Property is necessary for the Project; and

(d) The offer required by Section 7267.2 of the Government Code has been made to the owner(s) of record or the offer has not been made because the owner(s) cannot be located with reasonable diligence.

WHEREAS pursuant to Sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that the Property is already devoted to a public use, the use to which the Property is to be put is a more necessary public use than the use to which the Property is already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Property is already devoted.

WHEREAS notice of intention to adopt this resolution was given to the person whose property is to be acquired by eminent domain in accordance with Section 1245.235 of the Code of Civil Procedure and a hearing was conducted by the Commission on the matters contained herein.

THEREFORE, BE IT RESOLVED that the Commission is hereby authorized to acquire in the Commission's name the Property by donation, purchase, or by condemnation in accordance with the provisions of the Constitution of the State of California and the Code of

Civil Procedure relating to eminent domain.

BE IT FURTHER RESOLVED that legal counsel is hereby authorized and directed to take all steps necessary to commence and prosecute to completion legal proceedings, in a court of competent jurisdiction, to acquire the Property by eminent domain. Counsel is also authorized and directed to seek and obtain an Order for Prejudgment Possession of the Property in accordance with the provisions of the eminent domain law and, in so doing, Counsel is authorized to deposit the amount of probable compensation with the State Treasurer. Counsel may enter into stipulated Orders for Prejudgment Possession and/or Possession and Use Agreements, where such agreements constitute the functional equivalent of an Order for Prejudgment Possession. Counsel is further authorized to correct any errors or to make or agree to any non-material changes to the legal description of the real property that are deemed necessary for the conduct of the condemnation action or other proceedings or transactions required to acquire the Property. Counsel is further authorized, subject to the approval of the Commission, to compromise and settle such eminent domain proceedings, if such settlement can be reached, and in that event, to take all necessary action to complete the acquisition, including entering into stipulations as to judgment and other matters, and cause all payments to be made.

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed:

RESOLUTION NO. 13-079

RESOLUTION OF NECESSITY TO EXERCISE RIGHT OF EMINENT DOMAIN TO ACQUIRE PROPERTY FOR THE DOWNTOWN SAN BERNARDINO PASSENGER RAIL PROJECT

The San Bernardino County Transportation Commission ("Commission") hereby finds, determines, and resolves as follows:

WHEREAS public safety, welfare, convenience, interest and necessity require the acquisition by the Commission of the property hereinafter described for public use, to wit: Acquisition of property in the City of San Bernardino for the Downtown San Bernardino Passenger Rail Project ("Project").

WHEREAS the Commission was created pursuant to California Public Utilities Code sections 130050 and 130054.

WHEREAS the property interests described hereinafter are to be taken for public use, namely, for public transportation purposes and all uses necessary, incidental or convenient thereto, and for all public purposes pursuant to the authority conferred upon the Commission to acquire property by eminent domain by Article I, Section 19, of the California Constitution, California Public Utilities Code section 130220.5, and California Code of Civil Procedure sections 1240.010-1273.050.

WHEREAS the property to be acquired has been designated as Commission Parcel SBPR 67, which represents interests in portions of the property located at 1065-1073 West 3rd Street, San Bernardino, California, and which bears San Bernardino County Assessor's Parcel Number 0138-271-01, as described more specifically in the exhibits attached hereto, which are incorporated herein by this reference ("Property"). The legal description for the larger parcel of which the Property is a part is attached hereto as Exhibit A.

WHEREAS the Property consists of a permanent easement over, on, under, in, across, along, and through the area described in Exhibit B attached hereto for public street purposes.

WHEREAS the Property also consists of a temporary, non-exclusive construction easement over, on, under, in, across, along, and through the areas described in Exhibit C attached hereto, for the purpose of all necessary and convenient activities associated with the Project ("TCE"). The TCE shall be valid for a period of not more than eighteen (18) months. It shall commence seven (7) days from the date upon which the Commission or its authorized representative provides the owner with written notice of its intent to commence construction utilizing the TCE, and it shall terminate on the earliest of (a) the date upon which the Commission notifies the applicable owner that it no longer needs the TCE, (b) eighteen (18) months from the commencement date of the TCE, or (c) December 31, 2015. At the expiration of the TCE, the Commission or its agents shall restore the TCE area to a condition as near as practicable to the condition that existed immediately prior to the commencement of construction.

WHEREAS by a vote of 2/3 or more of its members the Commission found and determined that:

(a) The acquisition of the Property is necessary for the development, construction, operation, and maintenance of the Project;

(b) The environmental impacts of the Project were evaluated in the Environmental Impact Report ("EIR") for this Project; and

(c) The Commission has reviewed and considered the EIR, prior to and as part of the process of determining whether to acquire the Property.

WHEREAS, in accordance with Code of Civil Procedure section 1245.230, by a vote of 2/3 or more of its members the Commission found and determined each of the following:

(a) The public interest and necessity require the Project;

(b) The Project is planned or located in the manner which will be most compatible with the greatest public good and the least private injury;

(c) The Property is necessary for the Project; and

(d) The offer required by Section 7267.2 of the Government Code has been made to the owner(s) of record or the offer has not been made because the owner(s) cannot be located with reasonable diligence.

WHEREAS pursuant to Sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that the Property is already devoted to a public use, the use to which the Property is to be put is a more necessary public use than the use to which the Property is already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Property is already devoted.

WHEREAS notice of intention to adopt this resolution was given to the person whose property is to be acquired by eminent domain in accordance with Section 1245.235 of the Code of Civil Procedure and a hearing was conducted by the Commission on the matters contained herein.

THEREFORE, BE IT RESOLVED that the Commission is hereby authorized to acquire in the Commission's name the Property by donation, purchase, or by condemnation in accordance with the provisions of the Constitution of the State of California and the Code of Civil Procedure relating to eminent domain.

BE IT FURTHER RESOLVED that legal counsel is hereby authorized and directed to take all steps necessary to commence and prosecute to completion legal proceedings, in a court of competent jurisdiction, to acquire the Property by eminent domain. Counsel is also authorized and directed to seek and obtain an Order for Prejudgment Possession of the Property in accordance with the provisions of the eminent domain law and, in so doing, Counsel is authorized to deposit the amount of probable compensation with the State Treasurer. Counsel

may enter into stipulated Orders for Prejudgment Possession and/or Possession and Use Agreements, where such agreements constitute the functional equivalent of an Order for Prejudgment Possession. Counsel is further authorized to correct any errors or to make or agree to any non-material changes to the legal description of the real property that are deemed necessary for the conduct of the condemnation action or other proceedings or transactions required to acquire the Property. Counsel is further authorized, subject to the approval of the Commission, to compromise and settle such eminent domain proceedings, if such settlement can be reached, and in that event, to take all necessary action to complete the acquisition, including entering into stipulations as to judgment and other matters, and cause all payments to be made.

	Approved *Board of Directors* *Date:* _____
	Moved: *Second:* *In Favor:* *Opposed:* *Abstained:* *Witnessed:*

RESOLUTION NO. 13-080

RESOLUTION OF NECESSITY TO EXERCISE RIGHT OF EMINENT DOMAIN TO ACQUIRE PROPERTY FOR THE DOWNTOWN SAN BERNARDINO PASSENGER RAIL PROJECT

The San Bernardino County Transportation Commission ("Commission") hereby finds, determines, and resolves as follows:

WHEREAS public safety, welfare, convenience, interest and necessity require the acquisition by the Commission of the property hereinafter described for public use, to wit: Acquisition of property in the City of San Bernardino for the Downtown San Bernardino Passenger Rail Project ("Project").

WHEREAS the Commission is a joint powers authority organized and existing pursuant to Chapter 5 of Division 7 of Title 1 of the California Government Code (commencing with Section 6500), and as a Transportation Commission, was created pursuant to California Public Utilities Code sections 130050 and 130054.

WHEREAS the property interests described hereinafter are to be taken for public use, namely, for public transportation purposes and all uses necessary, incidental or convenient thereto, and for all public purposes pursuant to the authority conferred upon the Commission to acquire property by eminent domain by Article I, Section 19, of the California Constitution, California Public Utilities Code section 130220.5, and California Code of Civil Procedure sections 1240.010-1273.050.

WHEREAS the property to be acquired has been designated as Commission Parcel SBPR 69, which represents interests in portions of a property located in San Bernardino, California, and which bears San Bernardino County Assessor's Parcel Number 0136-171-42, as described more specifically in the exhibits attached hereto, which are incorporated herein by this reference ("Property"). The legal description for the larger parcel of which the Property is a part is attached hereto as Exhibit A.

WHEREAS the Property consists of a fee simple interest in the area described in Exhibit B attached hereto for the purposes of constructing, maintaining, and operating the Project.

WHEREAS the Property also consists of a non-exclusive permanent easement over, on, under, in, across, along, and through the area described in Exhibit C attached hereto for ingress and egress, including, but not limited to, the right to maintain the existing roadway within the easement area.

WHEREAS, the property interests described above and encompassed by Exhibit C are expressly limited as follows: The Commission and/or its agents shall protect in place or, failing that, replace in kind, the current improvements located within the permanent easement area, including asphalt paving, wrought iron fencing, and concrete gutters and curbing.

WHEREAS by a vote of 2/3 or more of its members the Commission found and determined that:

(a) The acquisition of the Property is necessary for the development, construction, operation, and maintenance of the Project;

(b) The environmental impacts of the Project were evaluated in the Environmental Impact Report ("EIR") for this Project; and

(c) The Commission has reviewed and considered the EIR, prior to and as part of the process of determining whether to acquire the Property.

WHEREAS, in accordance with Code of Civil Procedure section 1245.230, by a vote of 2/3 or more of its members the Commission found and determined each of the following:

(a) The public interest and necessity require the Project;

(b) The Project is planned or located in the manner which will be most compatible with the greatest public good and the least private injury;

(c) The Property is necessary for the Project; and

(d) The offer required by Section 7267.2 of the Government Code has been made to the owner(s) of record or the offer has not been made because the owner(s) cannot be located with reasonable diligence.

WHEREAS pursuant to Sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that the Property is already devoted to a public use, the use to which the Property is to be put is a more necessary public use than the use to which the Property is already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Property is already devoted.

WHEREAS notice of intention to adopt this resolution was given to the person whose property is to be acquired by eminent domain in accordance with Section 1245.235 of the Code of Civil Procedure and a hearing was conducted by the Commission on the matters contained herein.

THEREFORE, BE IT RESOLVED that the Commission is hereby authorized to acquire in the Commission's name the Property by donation, purchase, or by condemnation in accordance with the provisions of the Constitution of the State of California and the Code of Civil Procedure relating to eminent domain.

BE IT FURTHER RESOLVED that legal counsel is hereby authorized and directed to take all steps necessary to commence and prosecute to completion legal proceedings, in a court of competent jurisdiction, to acquire the Property by eminent domain. Counsel is also authorized and directed to seek and obtain an Order for Prejudgment Possession of the Property in accordance with the provisions of the eminent domain law and, in so doing, Counsel is authorized to deposit the amount of probable compensation with the State Treasurer. Counsel

may enter into stipulated Orders for Prejudgment Possession and/or Possession and Use Agreements, where such agreements constitute the functional equivalent of an Order for Prejudgment Possession. Counsel is further authorized to correct any errors or to make or agree to any non-material changes to the legal description of the real property that are deemed necessary for the conduct of the condemnation action or other proceedings or transactions required to acquire the Property. Counsel is further authorized, subject to the approval of the Commission, to compromise and settle such eminent domain proceedings, if such settlement can be reached, and in that event, to take all necessary action to complete the acquisition, including entering into stipulations as to judgment and other matters, and cause all payments to be made.

	Approved *Board of Directors* *Date:* _____
	Moved: *Second:*
	In Favor: *Opposed:* *Abstained:*
	Witnessed:

http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/reso13080-a.pdf

RESOLUTION NO. 13-081

RESOLUTION OF NECESSITY TO EXERCISE RIGHT OF EMINENT DOMAIN TO ACQUIRE PROPERTY FOR THE DOWNTOWN SAN BERNARDINO PASSENGER RAIL PROJECT

The San Bernardino County Transportation Commission ("Commission") hereby finds, determines, and resolves as follows:

WHEREAS public safety, welfare, convenience, interest and necessity require the acquisition by the Commission of the property hereinafter described for public use, to wit: Acquisition of property in the City of San Bernardino for the Downtown San Bernardino Passenger Rail Project ("Project").

WHEREAS the Commission was created pursuant to California Public Utilities Code sections 130050 and 130054.

WHEREAS the property interests described hereinafter are to be taken for public use, namely, for public transportation purposes and all uses necessary, incidental or convenient thereto, and for all public purposes pursuant to the authority conferred upon the Commission to acquire property by eminent domain by Article I, Section 19, of the California Constitution, California Public Utilities Code section 130220.5, and California Code of Civil Procedure sections 1240.010-1273.050.

WHEREAS the property to be acquired has been designated as Commission Parcel SBPR 72, which represents a permanent slope easement over, on, under, in, across, along, and through a portion of a property located in San Bernardino, California, which lies East of San Bernardino County Assessor's Parcel Number 0136-011-38, as described more specifically in Exhibit A attached hereto, which is incorporated herein by this reference ("Property").

WHEREAS by a vote of 2/3 or more of its members the Commission found and determined that:

(a) The acquisition of the Property is necessary for the development, construction, operation, and maintenance of the Project;

(b) The environmental impacts of the Project were evaluated in the Environmental Impact Report ("EIR") for this Project; and

(c) The Commission has reviewed and considered the EIR, prior to and as part of the process of determining whether to acquire the Property.

WHEREAS, in accordance with Code of Civil Procedure section 1245.230, by a vote of 2/3 or more of its members the Commission found and determined each of the following:

(a) The public interest and necessity require the Project;

(b) The Project is planned or located in the manner which will be most compatible

with the greatest public good and the least private injury;

(c) The Property is necessary for the Project; and

(d) The offer required by Section 7267.2 of the Government Code has been made to the owner(s) of record or the offer has not been made because the owner(s) cannot be located with reasonable diligence.

WHEREAS pursuant to Sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that the Property is already devoted to a public use, the use to which the Property is to be put is a more necessary public use than the use to which the Property is already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Property is already devoted.

WHEREAS notice of intention to adopt this resolution was given to the person whose property is to be acquired by eminent domain in accordance with Section 1245.235 of the Code of Civil Procedure and a hearing was conducted by the Commission on the matters contained herein.

THEREFORE, BE IT RESOLVED that the Commission is hereby authorized to acquire in the Commission's name the Property by donation, purchase, or by condemnation in accordance with the provisions of the Constitution of the State of California and the Code of Civil Procedure relating to eminent domain.

BE IT FURTHER RESOLVED that legal counsel is hereby authorized and directed to take all steps necessary to commence and prosecute to completion legal proceedings, in a court of competent jurisdiction, to acquire the Property by eminent domain. Counsel is also authorized and directed to seek and obtain an Order for Prejudgment Possession of the Property, in accordance with the provisions of the eminent domain law and, in so doing, Counsel is authorized to deposit the amount of probable compensation with the State Treasurer. Counsel may enter into stipulated Orders for Prejudgment Possession and/or Possession and Use Agreements, where such agreements constitute the functional equivalent of an Order for Prejudgment Possession. Counsel is further authorized to correct any errors or to make or agree to any non-material changes to the legal description of the real property that are deemed necessary for the conduct of the condemnation action or other proceedings or transactions required to acquire the Property. Counsel is further authorized, subject to the approval of the Commission, to compromise and settle such eminent domain proceedings, if such settlement can be reached, and in that event, to take all necessary action to complete the acquisition, including entering into stipulations as to judgment and other matters, and cause all payments to be made.

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed:

http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/reso13081-a.pdf

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: March 6, 2013

Subject: Public hearing to consider resolutions related to formation, financing, and judicial validation of a Property Assessed Clean Energy (PACE) Program in San Bernardino County (to be known as the HERO Program).

Recommendation:* 1. Hold a public hearing with regard to the HERO Program, the extent of the Program Area, the terms and conditions of the draft Assessment Contracts, and the proposed financing provisions of the HERO Program

2. Adopt Resolution No. 13-044 that confirms the Report relating to the financing of the installation of distributed generation renewable energy sources, energy efficiency and water efficiency improvements, and electric vehicle charging infrastructure through the use of voluntary assessment contracts (commonly known as a PACE Program and to be called the HERO Program).

3. Adopt Resolution No. 13-045 authorizing issuance of the limited obligation improvement bonds and approving the form of the master and supplemental indentures.

4. Adopt Resolution No. 13-046 authorizing judicial validation proceedings relating to the issuance and sale of limited obligation improvement bonds pertaining to the HERO Program.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC		CTA		SAFE		CMA	

Check all that apply.

BRD1303b-dab

http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/R13044.doc
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/R13045.doc
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/R13046.doc

Background: On February 6, 2013, the Board of Directors approved Resolution No. 13-038 declaring its intention to form a PACE Program (to be known as the HERO Program) to allow property owners to enter into voluntary contractual agreements to finance the installation of eligible renewable energy, electric vehicle charging stations, energy efficiency, or water efficiency improvements that are permanently fixed to the property. The Resolution also set March 6, 2013 as the date of the public hearing to allow the public to comment upon, object to, or present evidence with regard to the HERO Program.

The HERO Program allows SANBAG and an interested property owner to enter into a contractual agreement to finance the installation of eligible renewable energy, energy efficiency, or water efficiency improvements that are permanently fixed to the property. SANBAG loans the property owner the funds for the improvement. The amount of the loan plus a fixed interest amount is repaid through an assessment on the property tax bill for the property. The term of the loan is typically 20 years. SANBAG gets the funds to loan by selling bonds to private investors secured by the property tax assessments paid by the property owners. SANBAG already has a commitment of $200 million from private investors for the HERO Program.

The HERO Program can serve as a conduit to get millions of dollars in private investment circulating in the local economy. The program can help residential property owners lower their energy bills. The program can help commercial property owners and businesses lower their energy and water costs which could help make them more competitive. This private investment can help create jobs for contractors, installers, and suppliers of the materials used for these improvements. All of this economic benefit also directly benefits our environment by reducing greenhouse gas emissions, delaying construction of new power plants, helping the common goal of energy security, and conserving water.

The HERO Program will be available to both residential and commercial property owners. There is an extensive list of authorized improvements that can be financed by the HERO Program. To qualify, property owners must be current on their property taxes, must be current on their mortgage, and have at least 10% equity in the property.

For property owners in a particular community to participate in the HERO Program, the legislative body of that community must have approved a Memorandum of Understanding (MOU) with SANBAG. To date, the following agencies have approved the MOU and will be part of the HERO Program:

a. Adelanto
b. Big Bear Lake
c. Chino
d. Chino Hills
e. Colton
f. Fontana
g. Grand Terrace
h. Hesperia
i. Highland
j. Loma Linda
k. Montclair
l. Ontario
m. Rancho Cucamonga
n. Rialto
o. San Bernardino (City)
p. San Bernardino (County)
q. Twentynine Palms
r. Victorville
s. Yucaipa
t. Yucca Valley

Other cities can join at a later date but the Board will have to approve an amended Program Report at that time.

After the public hearing, the Board of Directors will be asked to adopt three resolutions required to establish the HERO Program and its financing mechanism.

Resolution No. 13-044 will generally accomplish the following:

1. Approve the Program Report which spells out the specifics of how the HERO Program will operate. The Program Report will be provided separately to Board members and will be on file with the Clerk of the Board.
2. Establishes and implements the HERO Program consistent with the Program Report.
3. Approve the form of the Assessment Contracts that will be entered into with property owners to provide for the levy of the voluntary contractual assessment that will be used to pay for the improvements to the property.
4. Direct that Assessment Contracts that are executed are recorded with the County Recorder.
5. Authorize and direct the Executive Director or his designee to prepare an annual list of contractual assessment installments to be included on each year's tax roll and transmitted to the County Auditor-Controller.

6. Find that the HERO Program is not a "project" subject to CEQA and direct that a Notice of Exemption be filed pursuant to CEQA guidelines.
7. Designate the Executive Director to perform the functions Superintendent of Streets for purposes of Streets & Highways Code Section 3100 and the Improvement Bond Act of 1915.

Resolution No. 13-045 will generally accomplish the following:

1. Authorize the issuance of one or more series of bonds to finance authorized property improvements.
2. Approve the form of the Master Indenture and the Supplemental Indenture relating to the issuance of bonds and the use of bond proceeds. These documents will be provided separately to Board members and will be on file with the Clerk of the Board.
3. Specifically states that no bonds will be sold until the Board of Directors takes a specific action at a regular Board meeting approving the sale.

Resolution No. 13-046 will generally accomplish the following:

1. Authorize a judicial validation of the proceeding used to establish the HERO Program to be filed in the Superior Court.

If these resolutions are adopted, the validation action will be filed and it is anticipated the HERO Program will be able to begin helping property owners by July 2013.

Financial Impact: This item is consistent with the approved SANBAG budget and is anticipated to be entirely self-supporting.

Reviewed By: This item has not been reviewed by any policy committee or technical advisory committee.

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

BRD1303b-dab

RESOLUTION NO. 13-044

RESOLUTION OF THE BOARD OF THE SAN BERNARDINO ASSOCIATED GOVERNMENTS CONFIRMING THE REPORT RELATING TO THE FINANCING OF THE INSTALLATION OF DISTRIBUTED GENERATION RENEWABLE ENERGY SOURCES, ENERGY EFFICIENCY AND WATER EFFICIENCY IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND APPROVING AND ORDERING OTHER RELATED MATTERS

WHEREAS, pursuant to Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code (the "Chapter 29"), the Joint Exercise of Powers Agreement of the San Bernardino Associated Governments ("SANBAG") originally made and entered into October 17, 1975 (the "Joint Powers Agreement"), as further amended to date, and each separate Memorandum of Understanding by and between SANBAG and those parties to the Joint Exercise of Powers Agreement identified in Exhibit A attached hereto and incorporated herein by this reference (each, a "Participating Party") for implementation of a property assessed clean energy ("PACE") program, to finance the installation of distributed generation renewable energy sources, energy and water efficiency improvements and electric vehicle charging infrastructure, SANBAG is authorized and proposes to establish a voluntary contractual assessment program, to be known as the SANBAG HERO Program (the "HERO Program"), to assist property owners within the jurisdictional boundaries of each Participating Party with the cost of installing distributed generation renewable energy sources, energy and water efficiency improvements and electric vehicle charging infrastructure (the "Authorized Improvements") that are permanently fixed to their property; and

WHEREAS, Chapter 29 authorizes SANBAG to enter into contractual assessments to finance the installation of Authorized Improvements; and

WHEREAS, on February 6, 2013, pursuant to Resolution No. 13-038 (the "Resolution of Intention"), the Board of Directors declared its intention to establish the HERO Program, pursuant to which SANBAG would enter into voluntary contractual assessments to finance the installation of Authorized Improvements within the jurisdictional boundaries of the Participating Parties (the "Program Area"); and

WHEREAS, the Resolution of Intention ordered the Executive Director to prepare, or direct the preparation of, and file with the Board of Directors a report addressing all of the matters set forth in Section 5898.22 of Chapter 29, including a draft agreement or agreements (each, an "Assessment Contract") between SANBAG and property owners participating in the HERO Program providing for payment of voluntary contractual assessments and the financing of the installation of Authorized Improvements; and

WHEREAS, such report, together with separate handbooks for application of the HERO Program to Residential and Commercial (as such terms are defined in such report) properties that are incorporated in such report by reference in order to supplement such report (such report, together with the handbooks, is referred to hereafter collectively as the "Program Report"), have been prepared, are on file with the Clerk of the Board of Directors and have been presented to

the Board of Directors and the Program Report contains all of the matters required to be contained therein by Section 5898.22 of Chapter 29; and

WHEREAS, the Resolution of Intention ordered a public hearing to be held on this date for the purposes of affording all persons who are present an opportunity to comment upon, object to, or present evidence with regard to the HERO Program, the extent of the Program Area, the terms and conditions of the draft Assessment Contracts, or the proposed financing provisions of the HERO Program and at which public hearing any interested person may object to or inquire about the HERO Program or any of its particulars; and

WHEREAS, as required by Section 5898.24 of Chapter 29 and the Resolution of Intention, the Clerk of the Board of Directors caused publication of a notice of public hearing for the purpose of allowing interested persons to object to or inquire about the proposed HERO Program or any of its particulars; and

WHEREAS, as required by Section 5898.24(c)(1) of Chapter 29 and the Resolution of Intention, the Executive Director caused written notice of the HERO Program to be provided to the water and electric providers within the proposed Program Area not less than 60 days prior to this date; and

WHEREAS, on this date, the Board of Directors held a noticed public hearing as required by Chapter 29 at which the Program Report was summarized and all persons who were present were given an opportunity to comment upon, object to, or present evidence with regard to the proposed HERO Program, the extent of the proposed Program Area, the terms and conditions of the draft Assessment Contracts attached as exhibits to the Program Report, and the proposed financing provisions;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Bernardino Associated Governments as follows:

Section 1. The above recitals are true and correct.

Section 2. Incorporation of Resolution of Intention. The provisions of the Resolution of Intention are hereby incorporated in this Resolution by this reference.

Section 3. Approval of Program Report. The Program Report and the component parts thereof, including each exhibit and the handbooks that are incorporated by reference in the Program Report, is hereby approved and confirmed. The Executive Director or his designee (referred to together hereafter as the "Executive Director") is hereby authorized to make such changes to the Program Report, including but not limited to the list of the Authorized Improvements, the draft Assessment Contracts and the plan for financing installation of the Authorized Improvements, as the Executive Director determines are appropriate in connection with implementation of the HERO Program.

Section 4. Establishment and Implementation of the HERO Program. The Board of Directors hereby establishes the HERO Program and orders its implementation consistent with the provisions of the Program Report and Section 3 of this Resolution.

Section 5. Assessment Contracts. The Board of Directors hereby approves the forms of the Assessment Contracts attached to the Program Report, with such additions thereto and changes therein as the Executive Director, in consultation with SANBAG's bond counsel and general counsel, deems necessary, desirable or appropriate, the execution of which by the Executive Director shall be conclusive evidence of the approval of any such additions and changes. The Executive Director is hereby authorized and directed to execute Assessment Contracts with property owners in order to provide for the levy of voluntary contractual assessments to finance installation of Authorized Improvements. The Board of Directors hereby authorizes the performance by SANBAG of its obligations under such Assessment Contracts.

Section 6. Authorized Improvements; Contractual Assessments. The Board of Directors hereby orders that the Authorized Improvements identified in the Assessment Contracts be made and confirms the contractual assessments to finance installation of such Authorized Improvements to be levied by the Assessment Contracts.

Section 7. Recording of Notices. In connection with execution of an Assessment Contract with a property owner participating in the HERO Program, the Board of Directors hereby directs the Clerk of the Board of Directors (the "Clerk") to cause to be recorded in the office of the County Clerk-Recorder the various notices and other documents required by Chapter 29 and other applicable laws.

Section 8. Auditor's Record. The Executive Director is hereby authorized and directed to prepare the official list of contractual assessment installments to be included on each year's tax roll and to transmit the list to the County Auditor-Controller. The Executive Director is hereby authorized to enter into and execute an agreement with the Auditor-Controller with respect to the fees to be charged by the Auditor-Controller for including the proposed contractual assessment installments on each year's tax roll.

Section 9. Exemption from the California Environmental Quality Act. Pursuant to California Code of Regulations Section 15378(b)(4), the Board of Directors hereby finds that the approval of the HERO Program is not a "project" subject to the requirements of the California Environmental Quality Act (California Public Resources Code Section 21000 and following) because the approval of the HERO Program is the creation of government funding mechanism or other government fiscal activity which does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment. The Clerk is hereby directed to file, or cause to be filed, a Notice of Exemption pursuant to the State CEQA Guidelines with the County Clerk of the County of San Bernardino within five (5) working days of the date of adoption of this resolution.

Section 10. Designation of Superintendent of Streets. The Board of Directors hereby designates the Executive Director to perform the functions of the Superintendent of Streets for purposes of Streets & Highways Code Section 3100 and following and the Improvement Bond Act of 1915 (Streets & Highways Code Section 8500 and following).

Section 11. Further Actions. All actions heretofore taken by the officers and agents of SANBAG with respect to the matters contemplated by this Resolution and the Program Report are

hereby approved, confirmed and ratified, and the proper officers of SANBAG, including but not limited to the Executive Director, the Clerk and their designees, are hereby authorized, for and in the name and on behalf of SANBAG, to do any and all things and take any and all actions and execute and deliver any and all certificates, agreements, assignments, notes and other documents which they, or any of them, may deem necessary or advisable in order to consummate the matters contemplated by this Resolution and the Program Report.

Section 12. Effective Date. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED at a meeting of the Board of Directors of the San Bernardino Associated Governments held on March 6, 2013.

_____

Janice Rutherford

SANBAG President

ATTEST:

_____

Vicki Watson,
Clerk of the Board

R13044

EXHIBIT A

LIST OF PARTICIPATING PARTIES

The following county and cities are Participating Parties of SANBAG as of the date of adoption of the Resolution of Intention:

- Adelanto
- Big Bear Lake
- Chino
- Chino Hills
- Colton
- Fontana
- Grand Terrace
- Hesperia
- Highland
- Loma Linda
- Montclair
- Ontario
- Rancho Cucamonga
- Rialto
- San Bernardino (City)
- San Bernardino (County)
- Twentynine Palms
- Victorville
- Yucaipa
- Yucca Valley

RESOLUTION NO. 13-045

RESOLUTION OF THE BOARD OF THE SAN BERNARDINO ASSOCIATED GOVERNMENTS AUTHORIZING ISSUANCE OF THE LIMITED OBLIGATION IMPROVEMENT BONDS, APPROVING AND DIRECTING THE EXECUTION OF RELATED DOCUMENTS AND APPROVING RELATED ACTIONS

WHEREAS, on February 6, 2013, the Board of Directors of the San Bernardino Associated Governments (the "Board of Directors") adopted Resolution No. 13-038, entitled "Resolution of the Board of the San Bernardino Associated Governments Declaring its Intention to Finance Distributed Generation Renewable Energy Sources, Energy and Water Efficiency Improvements and Electric Vehicle Charging Infrastructure Through the Use of Voluntary Contractual Assessments Pursuant to Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code and Setting a Public Hearing Thereon" (the "Resolution of Intention"), to initiate proceedings pursuant to Chapter 29 of Part 3 of Division 7 of the Streets & Highways Code of the State of California ("Chapter 29"), the Joint Exercise of Powers Agreement of the San Bernardino Associated Governments ("SANBAG"), originally made and entered October 17, 1975, as further amended to date, and each separate Memorandum of Understanding by and between SANBAG and those parties to the Joint Powers Agreement identified in Exhibit A to the Resolution of Intention (each, a "Participating Party") entered into as of the effective date of the Resolution of Intention for implementation of a property assessed clean energy ("PACE") program to finance the installation of distributed generation renewable energy sources, energy or water efficiency improvements or electric vehicle charging infrastructure, SANBAG proposed to establish the HERO Program, to assist property owners within the jurisdictional boundaries of each Participating Party (the "Program Area") with the cost of installing distributed generation renewable energy sources, energy or water efficient improvements or electric vehicle charging infrastructure (the "Authorized Improvements") that are permanently fixed to their property; and

WHEREAS, by the Resolution of Intention, the Board of Directors provided that one or more series of limited obligation improvement bonds would be issued under the Improvement Bond Act of 1915, Division 10 of the Streets and Highways Code of California (the "Bond Act") and Chapter 29 or other financing relationships would be entered; and

WHEREAS, on March 6, 2013, after holding a duly noticed public hearing at which interested persons were allowed to object to or inquire about the proposed HERO Program, the report prepared pursuant to Section 5898.22 of Chapter 29 addressing all of the matters required to be included therein (the "Program Report") or any of its particulars, the Board of Directors adopted Resolution No. 13-044, entitled "Resolution Confirming Report Relating to the Financing of the Installation of Distributed Generation Renewable Energy Sources, Energy Efficiency and Water Efficiency Improvements and Electric Vehicle Charging Infrastructure and Approving and Ordering Other Related Matters," (the "Resolution Confirming Program Report"), pursuant to which the Board of Directors, among other things, (i) confirmed and approved the Program Report, (ii) established the HERO Program and (iii) approved the form and authorized execution of agreements ("Assessment Contracts") with the owners of property located within the boundaries of the Program Area to provide for the levy of such voluntary contractual assessments (the "Contractual Assessments") to finance installation of Authorized Improvements; and

WHEREAS, pursuant to Chapter 29 and the Resolution Confirming Program Report, SANBAG is authorized to (i) enter into Contractual Assessments to finance the installation of Authorized Improvements on parcels in the Program Area that are deemed "Residential" as such term is defined in the Program Report ("Residential Parcels") and (ii) enter into Contractual Assessments to finance the installation of Authorized Improvements on parcels in the Program Area that are deemed "Commercial" as such term is defined in the Program Report ("Commercial Parcels"); and

WHEREAS, it is in the public interest and for the benefit of SANBAG and the owners of Residential Parcels or Commercial Parcels that will participate in the HERO Program to finance the installation of Authorized Improvements to serve and benefit such parcels that SANBAG provide for the issuance of bonds to finance such Authorized Improvements, the disbursement of proceeds of such bonds, the disposition of the assessments securing such bonds and the administration and payment of such bonds; and

WHEREAS, the Board of Directors has determined that all conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of bonds to finance the installation of Authorized Improvements on Residential Parcels (the "Residential Property Bonds") and on Commercial Parcels (the "Commercial Property Bonds" and, together with the Residential Property Bonds, the "Bonds"), exist, have happened and have been performed in due time, form and manner as required by the laws of the State of California, including Chapter 29 and the Bond Act;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Bernardino Associated Governments as follows:

Section 1. Authorization of the Issuance of the Bonds. The Board of Directors hereby authorizes the issuance of one or more series of the Bonds under and pursuant to Chapter 29 and the Bond Act.

Section 2. Approval of Master Indenture and Supplemental Indenture. With respect to each of the Residential Property Bonds and the Commercial Property Bonds, the Board of Directors hereby approves the Master Indenture substantially in the form on file with the Clerk, together with any changes therein and additions thereto approved by the Executive Director of SANBAG, or any designee of the Executive Director (each, an "Authorized Representative"), and the execution thereof by an Authorized Representative shall be conclusive evidence of the approval of any such changes or additions. The Board of Directors hereby authorizes and directs an Authorized Representative to execute the final form of the Master Indenture for and in the name of SANBAG for each series of the Residential Property Bonds and the Commercial Property Bonds. The Board of Directors hereby authorizes the delivery and performance of the Master Indenture for each series of the Residential Property Bonds and the Commercial Property Bonds.

The Board of Directors hereby approves the form of the Supplemental Indenture in substantially the form on file with the Clerk of the Board of Directors, together with any changes therein or additions thereto approved by an Authorized Representative, required for the issuance of each Bond, and the execution thereof by an Authorized Representative shall be conclusive evidence of the approval of any such changes or additions. The Board of Directors

hereby authorizes and directs an Authorized Representative to execute the final form of each Supplemental Indenture for and in the name of SANBAG for each series of the Residential Property Bonds and the Commercial Property Bonds. The Board of Directors hereby authorizes the delivery and performance of each Supplemental Indenture for each series of the Residential Property Bonds and the Commercial Property Bonds.

Section 3. Sale of the Bonds. SANBAG shall not issue a series of Bonds until such time as (i) the Board of Directors has approved the issuance of such series of Bonds and the terms of the sale of such Bonds at a meeting of the Board of Directors, such meeting to be a regular meeting held pursuant to Government Code Section 54954 if so required, (ii) if applicable, an Authorized Representative has caused a preliminary Official Statement describing such Bonds and the security for the Bonds to be prepared and caused such preliminary Official Statement to be submitted to this Board of Directors for its approval and (iii) the conditions for issuance of such Bonds set forth in the applicable Master Indenture have been satisfied.

Section 4. Official Actions. Each Authorized Representative is hereby authorized and directed, for and in the name and on behalf of SANBAG, to do any and all things and take any and all actions, including execution and delivery of any and all assignments, certificates, requisitions, agreements, notices, consents, instruments of conveyance, warrants and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the issuance and sale of the Bonds and any of the other transactions contemplated by the documents approved pursuant to this Resolution. All actions heretofore taken by the officers and agents of SANBAG with respect to the establishment of the HERO Program and the sale and issuance of the Bonds are hereby approved, confirmed and ratified.

Section 5. Effective Date. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED at a meeting of the Board of Directors of the San Bernardino Associated Governments held on March 6, 2013.

SAN BERNARDINO ASSOCIATED GOVERNMENTS ("SANBAG")

_____

Janice Rutherford
SANBAG President

ATTEST:

_____

Vicki Watson,
Clerk of the Board

R13045

RESOLUTION NO. 13-046

RESOLUTION OF THE SAN BERNARDINO ASSOCIATED GOVERNMENTS AUTHORIZING JUDICIAL VALIDATION PROCEEDINGS RELATING TO THE ISSUANCE AND SALE OF LIMITED OBLIGATION IMPROVEMENT BONDS PERTAINING TO THE SANBAG HERO PROGRAM AND OTHER MATTERS RELATED THERETO AND APPROVING ADDITIONAL ACTIONS RELATED TO SUCH PROCEEDINGS

WHEREAS, on February 6, 2013, the Board of Directors of the San Bernardino Associated Governments (the "Board of Directors") adopted Resolution No. 13-038, entitled "Resolution of the Board of the San Bernardino Associated Governments Declaring its Intention to Finance Distributed Generation Renewable Energy Sources, Energy and Water Efficiency Improvements and Electric Vehicle Charging Infrastructure Through the Use of Voluntary Contractual Assessments Pursuant to Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code and Setting a Public Hearing Thereon" (the "Resolution of Intention"), to initiate proceedings pursuant to Chapter 29 of Part 3 of Division 7 of the Streets & Highways Code of the State of California ("Chapter 29"), the Joint Exercise of Powers Agreement of the San Bernardino Associated Governments ("SANBAG"), originally made and entered October 17, 1975, as further amended to date, and each separate Memorandum of Understanding by and between SANBAG and those parties to the Joint Powers Agreement identified in Exhibit A to the Resolution of Intention (each, a "Participating Party") entered into as of the effective date of the Resolution of Intention for implementation of a property assessed clean energy ("PACE") program to finance the installation of distributed generation renewable energy sources, energy or water efficiency improvements or electric vehicle charging infrastructure, SANBAG proposed to establish a voluntary contractual assessment program, to be known as the SANBAG HERO Program (the "HERO Program"), to assist property owners within the jurisdictional boundaries of each Participating Party with the cost of installing distributed generation renewable energy sources, energy or water efficient improvements or electric vehicle charging infrastructure (the "Authorized Improvements") that are permanently fixed to their property; and

WHEREAS, by the Resolution of Intention, the Board of Directors provided that one or more series of limited obligation improvement bonds would be issued under the Improvement Bond Act of 1915, Division 10 of the Streets and Highways Code of California (the "Bond Act") and Chapter 29 or other financing relationships would be entered; and

WHEREAS, on March 6, 2013, after holding a duly noticed public hearing at which interested persons were allowed to object to or inquire about the proposed HERO Program or any of its particulars, the Board of Directors adopted Resolution No. 13-044, entitled "Resolution Confirming Report Relating to the Financing of the Installation of Distributed Generation Renewable Energy Sources, Energy Efficiency and Water Efficiency Improvements and Electric Vehicle Charging Infrastructure and Approving and Ordering Other Related Matters," (the "Resolution Confirming Program Report"), pursuant to which the Board of Directors, among other things, (i) confirmed and approved a report (the "Program Report") addressing all of the matters set forth in Section 5898.22 of Chapter 29, (ii) established the HERO Program and (iii) approved the form and authorized execution of agreements ("Assessment Contracts") with the owners of property located within the boundaries of the territory within which voluntary contractual assessments may be offered (the "Program Area") to

provide for the levy of such voluntary contractual assessments (the "Contractual Assessments") to finance installation of Authorized Improvements (as defined in the Resolution Confirming Program Report); and

WHEREAS, pursuant to Chapter 29, the Resolution Confirming Program Report, SANBAG is authorized to (i) enter into Contractual Assessments to finance the installation of Authorized Improvements on parcels in the HERO Program Area that are deemed "Residential" as such term is defined in the Program Report ("Residential Parcels") and (ii) enter into Contractual Assessments to finance the installation of Authorized Improvements on parcels in the Program Area that are deemed "Commercial" as such term is defined in the Program Report ("Residential Parcels"); and

WHEREAS, on March 6, 2013, the Board of Directors adopted Resolution No. 13-045 entitled "Resolution of the Board of the San Bernardino Associated Governments Authorizing Issuance of Limited Obligation Improvement Bonds, Approving and Directing the Execution of Related Documents and Approving Related Actions" (the "Resolution of Issuance") authorizing the issuance of one or more series ("Series") of limited obligation improvement bonds ("Bonds") under and pursuant to Chapter 29 and the Bond Act for the purpose of providing funds to finance the installation of Authorized Improvements through disbursements to participating property owners pursuant to the Assessment Contracts entered into by and between SANBAG and such property owners; and

WHEREAS, in order to effectuate the issuance and sale of such Bonds, the Board of Directors did, by the adoption of such Resolution of Issuance, approve the form of a Master Indenture and Supplemental Indenture, the forms of which are on file with the Secretary of the Board of Directors, to establish the terms and conditions to pertain to the issuance and administration of each Series of Bonds; and

WHEREAS, the Board of Directors has determined that it is advisable to file an action to determine the validity of proceedings to establish the HERO Program, the Contractual Assessments, the Assessment Contracts, the Bonds, and the actions proposed to be taken in connection therewith.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Bernardino Associated Governments as follows:

Section 1. The above recitals are true and correct.

Section 2. Authorization to File and Prosecute Validation Proceedings. In order to determine the validity of the proceedings to establish the HERO Program, the Contractual Assessments, the Assessment Contracts, the Resolution of Issuance, the Bonds and the actions authorized to be taken in connection therewith, the Board of Directors hereby authorizes General Counsel to SANBAG, to prepare and cause to be filed and prosecuted to completion all proceedings required for the judicial validation of the proceedings to establish the HERO Program, the Contractual Assessments, the Assessment Contracts, the Resolution of Issuance and the Bonds in the Superior Court of the County of San Bernardino, under and pursuant to the provisions of Section 860 and following of the California Code of Civil Procedure. The Board of Directors further authorizes the President, the Vice-President, the Executive Director of SANBAG and all other officers, employees and agents of SANBAG to take any and all actions,

including the execution and delivery of appropriate documentation, as may be required to conclude such judicial validation proceedings.

Section 3. Effective Date. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED at a meeting of the Board of Directors of the San Bernardino Associated Governments held on March 6, 2013.

_____

Janice Rutherford
SANBAG President

ATTEST:

_____

Vicki Watson,
Clerk of the Board

R13046

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 34

Date: March 6, 2013

Subject: Status of San Bernardino Associated Governments (SANBAG) Financial Audit

Recommendation:* Receive SANBAG's first Comprehensive Annual Financial Report (CAFR) on the Annual Financial Audit for Fiscal Year 2011/2012.

Background: The Joint Powers Agreement creating SANBAG, as well as the Single Audit Act and the U.S. Office of Management and Budget (OMB) require an annual audit be conducted of SANBAG and its affiliated organizations. The audit of the financial statements for Fiscal Year 2011/2012 is being conducted by the firm of McGladrey.

The financial audit includes four basic elements:

1. Audit of SANBAG's Basic Financial Statements;
2. Audit of the State Transit Assistance Fund of the County of San Bernardino;
3. Audit of the Local Transportation Fund of the County of San Bernardino; and
4. Single Audit Compliance Reports in accordance the OMB.

A management letter from McGladrey is included.

*

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.

BRD1303c-wws
Attachment: BRD1303c1-wws

1. Implementation of GASB Statement No. 63, *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, ad Net Position.* SANBAG complied with this Pronouncement.

2. Reclassifications/adjustments and change in revenue recognition. Certain funds were adjusted to reflect change in revenue recognition from 60 days to 180 days and reclassifications/adjustments due to implementation of new accounting software system EDEN.

3. CAFR Format. The CAFR includes three main sections: Introductory, Financial, and Statistical:

   - The introductory section includes a letter of transmittal, organization chart, and list of principal officials.

   - The financial section includes the Independent's Auditor's report, management discussion and analysis, basic financial statements, required supplementary information, and supplementary information.

   - Statistical section includes financial trends, revenue capacity, debt capacity, demographic and economic information, and operating information.

An internal control deficiency was noted by the Auditors that there is no standard review process of month-end reconicliations over investments and debt. The Accounting Manager prepares the reconciliations and posts the adjustments to the general ledger. Finance Department has created a list of procedures (see attachment 1) to compensate for the finding noted by the Auditors. The costs of internal control should not exceed the anticipated benefits. The objective of internal controls is to provide reasonable, rather than absolute, assurance.

Financial Impact: This item has no direct impact on the budget. The audit contract costs are budgeted in the Indirect-General (0120) and TDA Administration (0502) tasks.

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

Responsible Staff: William Stawarski, Chief Financial Officer

BRD1303c-wws
Attachment: BRD1303c1-wws

San Bernardino Associated Governments ATTACHMENT A
List of Procedures and Month End Closing Entries
Fiscal Year 2012/2013

	July 2012	August 2012	September 2012	October 2012	November 2012	December 2012	January 2013	February 2013	March 2013	April 2013	May 2013	June 2013	Responsible Party
Reverse all accruals/deferrals in new FY													ME/CM
AM to approve payroll before tranmsittal to Cty													CH/HF
Prepare payroll AJE -HF approval													CH/HF
Update Checking Account Register													ML
Prepare pink slips for all deposits													ML
Prepare AJE for TDA transactions													ME/NP
Review TDA disbursement to record on POs													CH/NP
Prepare AJE for FAS interest/misc transactions													CM
Prepare bank reconciliation for Checking													CM
Prepare bank reconciliation for all Funds													CM
Record all Purchase Orders													CH/NP
Prepare AJE for bank transfers													CM
Prepare AJE for debt service transactions													HF
Prepare BNY wire for bond fund expenditrues													HF
Run and post indirect scripts													CM
Record interest-Bank of New York													CM
Record interest-Community Bank-CKG													CM
Record interest-Community Bank-MM													CM
Record interest-LAIF													CM
Record interest-Union Bank													CM
Run and post MSI allocation													CM/NP
Post all cash receipts to EDEN													ME/CH
Approve all AJEs for AR													CM
Approve all AJEs for GL													CM/HF/WS
Update Grant Schedules													ME
Post budget amendments per Board Minutes													CH
Review and Record AJE for exp reclasses													CH/NP
Review and Record Budget Adjustments													CH
Board Stipends (by 2nd week of the month)													ML
Compare TDA activity to rail/FA schedules													CM
Replenish Petty Cash													CH/NP
Update LAIF Schedule													CM
Update Union Bank Schedule													CM
Update BNY Schedule													CM
Update County Balance Schedule													CM
Monthly Procurement Report													HF
Budget to Actual Quarterly Report													CM/HF
Monthly Vendor Payment Status Report													ML
YEAR-END:													
Review Trial Balance													HF
Schedule of Credit Risk/Investments													HF
Schedule of Accounts Payable-Agree to EDEN													ML
Schedule of Intergover Pay-Agree to EDEN													ML
Schedule of Retention Pay-Agree to EDEN													ML
Schedule of Accounts Rec-Agree to EDEN													ME
Schedule of Deferred Rev=Agree to EDEN													ME
Schedule of Payroll Accrual-Agree to EDEN													CH
Schedule of Prepaid Insurance-Agree to EDEN													CH/NP
Schedule of Interest Alloc-Agree to EDEN													CM
Schedule of Capital Asset and Depreciation													CM
Schedule of CityCom/Internal Service													CH/NP
PERS Actuarial Data													HF
County Retirement Actuarial Data													HF
Pension Cost													CH
Due to/from Schedule													HF
Transfers in/out Schedule													HF
Long-term Debt Schedule													HF
Advances Payable													HF
Single Audit Schedule													ME
Note Disclosure													HF
Financial Statements													HF

McGladrey

ATTACHMENT B

To the Board of Directors
San Bernardino Associated Governments
San Bernardino, CA

In connection with our audit of the financial statements of the San Bernardino Associated Governments (SANBAG) as of and for the year ended June 30, 2012, we identified deficiencies in internal control over financial reporting (control deficiencies).

A control deficiency exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A deficiency in design exists when a control necessary to meet the control objective is missing, or when an existing control is not properly designed so that even if the control operates as designed, the control objective would not be met. A deficiency in operation exists when a properly designed control does not operate as designed or when the person performing the control does not possess the necessary authority or qualifications to perform the control effectively.

A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the financial statements will not be prevented, or detected and corrected, on a timely basis.

A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

We have separately communicated, to you and the Audit Sub-Committee, through the issuance of SANBAG's Single Audit report, an identified deficiency that we determined to be a significant deficiency. Certain control deficiencies that have been previously communicated to you, in writing, by us or by others within your organization are not repeated herein.

Control Deficiencies

Following is a description of other identified control deficiencies that we determined did not constitute significant deficiencies or material weaknesses:

Held Checks

Condition: SANBAG allows for vendors to pick up payments once the accounts payable process has been completed. There are situations in which the check has been processed prior to year-end; however, the vendor does not pick up their payment until after year-end. This results in a held check as SANBAG has reduced its accounts payable balance, but retains possession of the check until after year-end. This amount should be added back to cash and accounts payable until the check is released. We noted there was one vendor check written on June 28, 2012 for $29,000 that was not picked up until July 10, 2012.

Recommendation: We recommend that SANBAG review its check pick-up log and post a reclassification adjustment, debiting cash and crediting payables, for any checks that are not picked up by vendors by year-end.

Member of the RSM International network of independent accounting, tax and consulting firms.

View of Responsible Officials and Planned Corrective Action: SANBAG's practice is to release payment immediately. In this anomalous case, the vendor did not pick up the check as agreed. Finance practice will be to mail out all checks by June 30.

Capital Assets

Condition: During the preparation of the capital assets rollforward schedule, it was discovered that approximately $14,000 of assets were improperly capitalized during the prior year. Additionally, an asset was properly capitalized during the prior year; however, depreciation expense of approximately $18,000 was not expensed during the prior year.

Recommendation: We recommend that SANBAG perform a detailed review of its capital assets at year-end to verify that assets are properly capitalized and depreciated in accordance with policies and procedures.

View of Responsible Officials and Planned Corrective Action: Finance staff discovered the error from prior year during the audit. Finance will conduct a detailed review of the capital asset schedule.

Timely Reporting to the Board of Directors

Condition: We noted that quarterly budget to actual reports are not being prepared and presented to the Board of Directors in a timely manner. The report for the quarter ended September 30, 2011 was presented on February 1, 2012, the report for the quarter ended December 31, 2011 was presented on June 6, 2012, and the report for the quarter ended March 31, 2012 was presented on September 5, 2012. The reports are prepared on a task level rather than a fund level, which would correlate with the Comprehensive Annual Financial Report.

Recommendation: We recommend that SANBAG take the necessary steps to ensure that the Board of Directors receives current and accurate financial information on a timely basis to effectively manage SANBAG's operations. The budget to actual reports should be prepared on a fund level.

View of Responsible Officials and Planned Corrective Action: Quarterly budget to actual reports have not been submitted timely due to updates and correction to EDEN's indirect scripts that allocate expenditures to various projects. Furthermore, Finance produces the report after all transactions, including payroll and reclassifications, have been posted into the EDEN financial system. Finance is currently in contact with Tyler Technologies to produce a customized budget to actual report by fund.

This communication is intended solely for the information and use of the Board of Directors, the Audit Sub-Committee and management of SANBAG. However, this report is a matter of public record and its distribution is not limited.

McGladrey LLP

Irvine, CA
February 5, 2013

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 35

Date: March 6, 2013

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

Recommendation:* Award Contract No. C12027 with Advantec Consulting Engineers Inc. for San Bernardino Valley Coordinated Traffic Signal System Tier 3 & 4 Maintenance and Monitoring in an amount not-to-exceed $799,331.00.

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

In June 2009, SANBAG Board approved Contract No. C09179 with Advantec Consulting Engineers, Inc. for the design of the SBVCTSS Tiers 3 & 4 project.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	

Check all that apply.
BRD1303b-mb
Attachment: C12027

The scope of work for this contract had two phases. The first phase, design was completed in the middle of 2010, and second phase, implementation of the timing plans upon completion of construction, completed in January 2013.

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

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

A. SANBAG to continue daily operations and maintenance of signal timing equipment and communications of Tiers 1 & 2 traffic signals through June 2011. Beginning July 2011 local jurisdiction will be responsible for daily operations and maintenance of signal timing equipment and communications of Tiers 1 & 2 traffic signals.

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

C. SANBAG will provide one year of full maintenance (including signal timing, equipment and communications) for Tiers 3 & 4 upon completion of construction.

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

In November 2011 federal Congestion Mitigation and Air Quality (CMAQ) were requested and the RFP C12027 was circulated. Three firms responded to the request: Advantec Consulting Engineers, Iteris Inc., and Albert Grover & Associates. The evaluation team consisted of one representative each from SANBAG, City of Chino, Chino Hills, Ontario, Rialto, San Bernardino and

County of San Bernardino. The evaluation team evaluated proposals on the following: the firm's experience, staff proposed for the project and the work-plan. After completing the review of the proposals, the evaluation team "short-listed" all three firms and invited them to interview.

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

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

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

Based on the above, staff is recommending award of Contract No. C12027 with Advantec Consulting Engineers Inc. for San Bernardino Valley Coordinated Traffic Signal System Tier 3 & 4 Maintenance and Monitoring in the amount not-to-exceed $799,331.00. In addition to the maintenance and monitoring, Advantec's scope includes the after study to quantify the benefits of the improvements.

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

Reviewed By: This item was reviewed and recommended for approval (19-2-0; Opposed: Tahan and Yates) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on February 14, 2013.

Responsible Staff: Garry Cohoe, Director of Project Delivery

BRD1303b-mb

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 12027 Amendment No. _____

By and Between

Advantec Consulting Engineers and SANBAG

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

Board of Director's Meeting Date: 3/6/2013

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

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

CONTRACT OVERVIEW

Original Contract Amount	$	799,331.00	**Original Contingency Amount**	$	0.00
Revised Contract Amount *Inclusive of prior amendments*	$	799,331.00	**Revised Contingency Amount** *Inclusive of prior amendments*	$	0.00
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	799,331.00	**TOTAL CONTINGENCY VALUE**	$	0.00
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	799,331.00

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
3/6/2013	March 31, 2014	

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

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0701.

☐ A Budget Amendment is required.

How are we funding current FY? Congestion Mitigation & Air Quality (CMAQ)

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

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

Congestion Mitigation & Air Quality (CMAQ)

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ %

Mike Barnum	[signature]	1/31/13
Project Manager (Print Name)	Signature	Date
Garry Cohen	[signature]	1-31-13
Task Manager (Print Name)	Signature	Date
Andrea Zureick	[signature]	2/5/13
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
Jeffery Hill	[signature]	2/6/13
Contract Administrator (Print Name)	Signature	Date
W STAWARSKY	[signature]	2/14/13
Chief Financial Officer (Print Name)	Signature	Date

ATTACHMENT A

Scope of Work

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

1. Proactive Monitoring of Arterial Corridors

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

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

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

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

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

2. *Monitoring Seasonal Change of Traffic Patterns*

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

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

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

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

3. *Proactive Monitoring of TMC Operations*

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

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

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

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

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

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

4. *Proactive Monitoring of Intersection Operations*

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

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

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

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

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

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

2. Communications - Inspect communications when there is a drop or disconnection. Reset communication card and also check where the interconnect could have a break, and if so, inform the city to replace.

3. Timing/Clock – For intersections without a GPS clock or communications to the central server for synchronizing their internal clocks, check to see if the coordination is correct and the time clock is not drifting. If so then set the correct time.

4. Check coordination timing data – Check the timing plans to ensure that they are not being changed (by the maintenance contractor or Police). Make minor adjustment to fit to current condition due to changed traffic volumes over the years.

5. Responding to Local Jurisdictions/Residents Comments

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

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

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

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

6. *Meetings*

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

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

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

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

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

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

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

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

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

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

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

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

Project Deliverables:

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

ATTACHMENT 'B'

ADVANTEC Consulting Engineers Inc.

San Bernardino Associated Governments (SANBAG)

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

RFP No. 12027

September 6, 2011

I. DIRECT LABOR COSTS

Staff Classification	Initial Direct Hourly Rate	Hours	Total
Project Principal	$116.29	290	$33,454.10
Project Manager	$84.90	932	$80,488.80
Deputy Project Manager	$48.33	288	$13,919.04
Task Manager	$44.23	772	$34,148.56
Project Engineer	$30.00	2,236	$67,080.00
Technical Specialist	$27.88	1,076	$29,971.00
Clerical/Admin Assistant	$20.00	96	$1,920.00
Subtotal Hours & Direct Labor Costs		5,689	$246,958.58
Anticipated Salary Increases			$8,023.91
Total Direct Labor Costs			$246,980.41 (1)

II. INDIRECT COSTS

INDIRECT RATE 159.81 % x $ 246,980.41 (Subtotal (1)) = Subtotal $384,699.46 (2)

III. FEE (PROFIT)

10 % x $ 641,679.81 (Total (1) + (2)) = Subtotal $64,167.98 (3)

IV. OTHER DIRECT COSTS

Item	Amount
Car Mileage	$20,632.80
Photocopies (Black & White)	$3,135.00
Photocopies (Color)	$2,000.00
Mail/Courier	$1,000.00
Subtotal $	$26,667.80 (4)

V. SUBCONSULTANTS COST

Hartzog & Crabill	$66,815.78
Subtotal $	$66,815.78 (5)

VI. TOTAL AMOUNT

$799,331 (Total 1-5)

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: March 6, 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 Activity 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.
BRD1303a-gc
Attachments: BRD1303a1-gc

In addition to the CAGs, staff has made presentations on the two corridors to 10 community groups such as the Rotary and Lions Club, Montclair City Council, the City Managers Technical Advisory Committee, and the Transportation Technical Advisory Committee. An additional 12 presentations to community groups and 9 presentations to City Councils are currently scheduled.

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.

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.

BRD1303a-gc
Attachments: BRD1303a1-gc

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

BRD1303a-gc
Attachments: BRD1303a1-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.

AGENCY REPORTS

South Coast
Air Quality Management District
21865 Copley Drive, Diamond Bar, CA 91765-4178
(909) 396-2000 • www.aqmd.gov

Members of the Governing Board:

Chairman
Dr. William A. Burke
Speaker of the Assembly
Appointee

Vice Chairman
Dennis R. Yates
Mayor, Chino
Cities of San Bernardino County

Michael D. Antonovich
Supervisor, Fifth District
County of Los Angeles

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

February 6, 2013

To: Mayors and Councilmembers

From: Dennis R. Yates, Mayor/City of Chino
Vice Chairman, South Coast AQMD Governing Board
Representative, Cities of San Bernardino County

Attached is an item and outcome from the February 1, 2013 AQMD Governing Board meeting.

ITEM FROM THE FEBRUARY 1, 2013 BOARD MEETING

Approve Control Measure IND-01, Backstop Measure for Indirect Sources of Emissions from Ports and Port Related Sources, for Inclusion in Final 2012 Air Quality Management Plan

The Final 2012 Air Quality Management Plan (AQMP) was adopted by the Board on December 7, 2012, with a motion to continue the hearing on the approval of Control Measure IND-01 (Backstop Measure for Indirect Sources of Emissions from Ports and Port-Related Sources) to the Board's February 1, 2013 public meeting. The Board directed that during the interim period, staff will prepare a detailed presentation on the need and legal basis for IND-01 to the Marine Port Committee and continue to seek input on the control measure from interested parties such as the Ports of Los Angeles and Long Beach. The Board decided to include IND-01 in the AQMP and directed staff to proceed to rulemaking.

VOTES: 8 Yes, 3 No, 0 Abstain, 2 Absent

ITEMS FOR THE MARCH 1, 2013 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 as they serve as the foundation of AQMD's Work Program.

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.

Adopt Proposed Rule 1148.2 - Notification and Reporting of Pre-Production Operations of Oil and Gas Wells
Proposed Rule 1148.2 establishes requirements for owners or operators of onshore oil and gas wells within AQMD's jurisdiction to notify the Executive Officer when conducting pre-production activities such as well drilling, well reworking, hydraulic fracturing, and other well production stimulation activities. The proposed rule also proposes reporting requirements on the chemicals used as well as air quality-related operations involved in the well pre-production activities.

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 January 17, 2013. The MSRC's next meeting is scheduled for Thursday, February 21, 2013, at 2:00 p.m. in Conference Room CC8.

Meeting Minutes Approved
The MSRC unanimously approved the minutes from its November 15, 2012 meeting.

Awards to Implement Rideshare Incentive Programs
As part of their FY 2011-12 Work Program, as a companion to the Rideshare Thursday public awareness campaign, the MSRC allocated $500,000 towards the implementation of one or more programs to provide incentives for the use of alternative commute modes. The MSRC subsequently directed that the $500,000 be distributed equally between the four County Transportation Commissions (CTCs). Three Work Plans were submitted, one by Metro, one by OCTA, and a third by RCTC who proposed to administer a joint RCTC/SANBAG incentive program. At its January 17, 2013 meeting, the MSRC unanimously awarded $125,000 each to Metro and OCTA and $250,000 to RCTC for the joint program. The AQMD Board will consider these awards at its February 1, 2013 meeting.

FY 2012-14 Work Program
At its fall retreat the MSRC directed its Technical Advisory Committee to begin development of a two-year Work Program combining resources and AB 2766 revenues of FYs 2012-13 and 2013-14. At its January 17, 2013 meeting, the MSRC received an update that five Technical Advisory Committee Subcommittees have been formed and the development process is underway. The MSRC also considered one potential Work Program category in greater detail. A number of event centers have been inquiring as to whether the MSRC's 2012-14 Work Program would include an Event Center Transportation Program. Due to the timing of some major events, substantial benefits

and promotional opportunities could be lost if the MSRC elects to include such a category but releases the funding opportunity later in the year. The MSRC directed its MSRC-TAC to commence development of a proposed Event Center Transportation RFP, and bring the RFP back for MSRC consideration in February. As additional elements of this two-year program come together, further updates will be provided and when ready for implementation will be brought forward to the AQMD Board for consideration.

Alternative Fuel School Bus Incentives 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. Of the $1.5 million, $75,000 remains available for the program. 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. The MSRC also approved a three-month contractual term extension to allow time for the bus to be delivered and placed into service before contract expiration. This item will be considered by the AQMD Board at its February 1, 2013 meeting.

Contract Modification Requests
The MSRC considered two contract modifications as follows:

1. For City of Los Angeles, Bureau of Sanitation, Contract #MS07080, which provides $63,192 to implement a retrofit demonstration program, approval of an 18-month contractual term extension; and
2. For Anaheim Transportation Network Contract #MS12064, which is not yet executed but would provide $127,296 for implementation of an Anaheim Event Centers Circulator Service, approval of a modified implementation schedule delaying the service schedule by a few months.

Received and Approved Final Report
The MSRC received and approved one final report summary for Enterprise Rent-A-Car Contract #MS10007, which provided $18,976 towards the purchase of two shuttle buses equipped with advanced natural gas engines. A two-page summary of each closed project can be viewed in the electronic library on the MSRC's website at www.CleanTransportationFunding.org.

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)

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Rules of Appointment

1. SANBAG policy stipulates that all SANBAG appointees be SANBAG Board Members.
2. SCAG President appoints Regional Council members to Standing and Policy Committees.

Terms of Appointment

Terms of appointment are two years, commencing on adjournment of the annual General Assembly in May of each year. Even-numbered District representatives' terms expire in even-numbered years; odd-numbered District representatives expire in odd-numbered years.

Stipend Summary

SCAG Regional Council members receive a $120 stipend for attendance and travel to SCAG sponsored meetings. Regional Council members may also receive reimbursement for public transit expenses or a mileage reimbursement. Parking is validated at SCAG's downtown Los Angeles office for RC members. RC members are eligible to receive up to six (6) per diem stipends per month. Both RC members and Subregional Appointees, if eligible, may receive reimbursement ($150 + taxes) for lodging (please review SCAG rules before making expenditure). Subregional Appointees shall receive a $120 stipend for up to four Policy or Task Force meetings per month.

Meeting Information

The regular meetings of SCAG Regional Council and Policy Committees are on the 1st Thursday of each month at the SCAG offices located at 818 West 7th Street, 12th Floor in Los Angeles. Generally, the Policy Committee meetings start at 10 AM and Regional Council meetings start at 12:15 PM.

Policy Committees

Community, Economic, and Human Development: Provides policy recommendations to the Regional Council on subjects of housing, land use, resource, economic, community development, infrastructure, employment, and regional disaster preparedness issues. Reviews and recommends to the Planning Committee revisions to the Housing, Economy, Growth Management, Human Resources, and Finance Chapters of the Regional Comprehensive Plan and Guide.

Energy and Environment: Acts as the policy advisory committee to the Regional Council on environmental issues, including air and water, hazardous, solid waste management, natural resources conservation, and energy conservation Reviews the Environmental Impact Report of the Regional Comprehensive Plan and Guide. Provides recommendations to the Planning Committee on state and federal legislative proposals and administrative guidelines affecting environmental quality, resource conservation.

Transportation and Communications: Acts as the policy advisory committee to the Regional Council on all regional matters pertaining to the movement of goods and people on land, water, and air. Reviews and recommends to the Regional Council all major utility development plans. Addresses the location, size, or capacity, timing, and impact of facilities.

SANBAG Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
General Policy Committee Membership consists of the following: SANBAG President, Vice President, and Immediate Past President 4 East Valley (3 City, 1 County) 4 West Valley (3 City, 1 County) 4 Mt/Desert (3 City, 1 County) City members shall be SANBAG Board Members elected by caucus of city SANBAG Board Members within the subarea. All Policy Committee and Board Study Session Chairs are included in this policy committee. All City members serving as Board officers, Committee chairs, or Board Study Session Chair, are counted toward their subareas City membership. Supervisors collectively select their representatives. The SANBAG Vice President shall serve as Chair of the General Policy Committee.	Makes recommendations to Board of Directors and: (1) Provides general policy oversight which spans the multiple program responsibilities of the organization and maintains the comprehensive organization integrity; (2) Provides policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization; (3) Serves as policy review committee for any program area that lacks active policy committee oversight. Committee has authority to approve contracts in excess of $25,000 with notification to the Board of Directors.	Mike Leonard, Hesperia, Vice President (Chair) Janice Rutherford, Supervisor, President (Vice Chair) Larry McCallon, Highland, Past President <u>West Valley</u> L. Dennis Michael, Rancho Cucamonga Ed Graham, Chino Hills Dennis Yates, Chino Gary Ovitt, Supervisor <u>East Valley</u> Pat Morris, San Bernardino (Chair - CRTC) Richard Riddell, Yucaipa (Chair – MPC) James Ramos, Supervisor <u>Mountain/Desert</u> Julie McIntyre, Barstow (Chair - MDC) Jim Harris, Twentynine Palms Robert Lovingood, Supervisor	6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013
Commuter Rail & Transit Committee Membership consists of 11 SANBAG Board Members: 9 Valley-members, two being Southern California Regional Rail Authority (SCRRA) primary (*) and two being SCRRA alternate (**) members. 2 Mountain/Desert Board Members who serve on the Board of a Mountain/Desert transit agency. SCRRA members and alternates serve concurrent with their term on the SCRRA Board of Directors as appointed by the SANBAG Board. Other members are appointed by the SANBAG President for 2-year terms.	Provides policy guidance and recommendations to the SANBAG Board of Directors and Southern California Regional Rail Authority (SCRRA) delegates with respect to commuter rail and transit service. * SCRRA Primary Member ** SCRRA Alternate Member	Pat Morris, San Bernardino* (Chair) Paul Eaton, Montclair* (Vice Chair) Pete Aguilar, Redlands Bill Jahn, Big Bear Lake Mike Leonard, Hesperia Larry McCallon, Highland** L. Dennis Michael, Rancho Cucamonga Ray Musser, Upland James Ramos, Supervisor Richard Riddell, Yucaipa Alan Wapner, Ontario**	Indeterminate (6/30/2013) Indeterminate (6/30/2013) 12/31/2014 12/31/2013 12/31/2013 Indeterminate 12/31/2013 12/31/2013 12/31/2014 12/31/2014 Indeterminate

SANBAG Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
Mountain/Desert Committee Membership consists of 11 SANBAG Board Members from each Mountain/Desert jurisdiction and County Supervisors representing the First, Second, and Third Districts.	Provides ongoing policy level oversight related to the full array of SANBAG responsibilities as they pertain specifically to the Mountain/Desert subregion. The Committee also meets as the Mountain/Desert Measure I Committee as it carries out responsibilities for Measure I Mountain/Desert Expenditure Plan.	Julie McIntyre, Barstow (Chair) Edward Paget, Needles (Vice Chair) Curt Emick, Apple Valley Jim Harris, Twentynine Palms George Huntington, Yucca Valley Bill Jahn, Big Bear Lake Mike Leonard, Hesperia Robert Lovingood, Supervisor Ryan McEachron, Victorville James Ramos, Supervisor Janice Rutherford, Supervisor Cari Thomas, Adelanto	Indeterminate (6/30/2013) Indeterminate (6/30/2013) Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate

Policy Committee Meeting Times

General Policy Committee	Second Wednesday, 9:00 a.m., SANBAG Office
Commuter Rail & Transit Committee	Third Thursday, 12:00 noon, SANBAG Office
Mountain/Desert Committee	Third Friday, 9:30 a.m., Apple Valley

NOTE: Policy Committee meetings will not be held in July of each year (effective 9/5/12).

Board of Directors Study Sessions for Metro Valley Issues

STUDY SESSION	PURPOSE	MEMBERSHIP	TERMS
Board of Directors Study Sessions for Metro Valley Issues Refer to SANBAG Policy 10007.	To review, discuss, and make recommendations for actions to be taken at regular meetings of the Board on issues relating to Measure I Projects in the Valley.	Board of Directors Dick Riddell, Yucapa (Chair) Michael Tahan, Fontana (Vice Chair)	 6/30/2013 6/30/2013

Meeting Time: Second Thursday, 9:00 a.m., SANBAG Office

SANBAG Ad Hoc Committees

COMMITTEE	PURPOSE	MEMBERSHIP
Audit Subcommittee of the Administrative Committee In November 2008, the Board approved the creation of an Audit Subcommittee of the Administrative Committee to strengthen the financial oversight function of the Board. Additional SANBAG Board Members may be appointed annually at the discretion of the Board President.	The responsibilities of the Audit Subcommittee shall be to: • Provide a direct contact between the independent auditor and the Board of Directors before, during and after the annual audit. • Work with the auditor and SANBAG staff on reviewing and implementing practices and controls identified in the annual audit.	Audit Subcommittee (for FY 2011-2012 Audit) - SANBAG President – Janice Rutherford, Supervisor - Vice President – Mike Leonard, Hesperia - Immediate Past President – Larry McCallon, Highland - Presidential Appointment – Walt Stanckiewitz, Grand Terrace
Ad Hoc Committee on Litigation with San Bernardino County Flood Control District In January 2007, the SANBAG President was authorized to appoint an ad hoc review committee of SANBAG Board Members who do not represent local jurisdictions party to the San Bernardino County Flood Control District vs. SANBAG litigation relative to the Colonies Development. In April 2008, the role of this committee was expanded to include the Cactus Basin litigation.	Reviews and provides guidance on litigation with San Bernardino County Flood Control District regarding the Colonies Development and the Cactus Basin in Rialto.	Pat Morris, San Bernardino, Chair Richard Riddell, Yucaipa Larry McCallon, Highland
Contracting Process In July 2012, the SANBAG Board President appointed this ad hoc committee to strengthen SANBAG's procurement policies and procedures.	Reviews SANBAG's contracting policies and procedures and makes recommendations to improve them.	Michael Tahan, Fontana - Chair Robert Lovingood, Supervisor Julie McIntyre, Barstow Walt Stanckiewicz, Grand Terrace Dennis Yates, Chino Alan Wapner, Ontario
Bylaws In July 2012, the SANBAG Board President appointed this ad hoc committee to review SANBAG's bylaws and recommend changes to strengthen SANBAG's corporate governance	Reviews SANBAG's bylaws and make recommendations to the Board on any necessary changes.	Rhodes "Dusty" Rigsby, Loma Linda - Chair Pat Morris, San Bernardino Mike Leonard, Hesperia Larry McCallon, Highland
Budget Process In July 2012, the SANBAG Board President appointed this ad hoc committee to review SANBAG's budget preparation process and final budget document and make recommendations to help improve communication and transparency of SANBAG's budget to elected officials and the general public.	Reviews SANBAG's budget adoption process and final budget document and make recommendations on changes to improve the process and the final budget document to make them more useful and informative to Board Members and the public.	Pete Aguilar, Redlands - Chair Kevin Ryan - Principal Transportation Planner, City of Fontana Sam Racadio – Council Member, City of Highland Mike Podegracz, P.E. – City Manager, City of Hesperia

SANBAG Technical Advisory Committees

COMMITTEE	PURPOSE	MEETING SCHEDULE
Transportation Technical Advisory Committee (TTAC) Committee membership consists of a primary staff representative of each SANBAG member agency designated by the City Manager or County Administrative Officer.	SANBAG's Transportation Technical Advisory Committee was formed by SANBAG management to provide input to SANBAG staff on technical transportation-related matters and formulation of transportation-related policy recommendations to the SANBAG Board of Directors. The TTAC is not a Brown Act committee.	Generally meets on the first Monday of each month at 1:30 PM, at SANBAG.
City/County Manager's Technical Advisory Committee (CCM TAC) The committee is made up of up to two representatives of the County Administrator's Office and the city manager or administrator from each city and town in the County.	SANBAG's City/County Manager's Technical Advisory Committee was established in the Joint Powers Authority that established SANBAG. The primary role of the committee is to provide a forum for the chief executives of SANBAG's member agencies to become informed about and discuss issues facing SANBAG. It also provides a forum for the discussion of items of mutual concern and a way to cooperate regionally in addressing those concerns. The CCM TAC is a Brown Act Committee.	Meets on the first Thursday of each month at 10:00 AM, at SANBAG.
Public and Specialized Transportation Advisory and Coordinating Council (PASTACC) Membership consists of 13 members appointed by the SANBAG Board of Directors 6 representing Public Transit Providers 1 representing County Dept. of Public Works 1 representing the Consolidated Transportation Services Agency 5 representing Social Service Providers	Subject to the Transportation Development Act (TDA) Section 99238 – establishes PASTACC's statutory responsibilities: (1)Review and make recommendations to SANBAG on annual Unmet Transit Needs, Federal Transit Administration and Measure I Program applications and reports. (2) Assist SANBAG in developing public outreach approach on updating the Coordinated Public Transit/Human Services Transportation Plan and disseminate information in reference to State law and recommendations as they relate to transit and specialized transit. (3) Monitor and make recommendations on Federal regulatory processes as they relate to transit and specialized transit. (4)Address any special issues of PASTACC voting and non-voting members. The PASTACC is a Brown Act committee.	Meets the second Tuesday every other even month at 10:00 AM, at SANBAG.
Planning and Development Technical Forum (PDTF) Committee membership consists of a primary staff representative of each SANBAG member agency designated by the City Manager or County Chief Executive Officer.	The SANBAG Planning and Development Technical Forum was formed by SANBAG management to provide an opportunity for interaction among planning and development representatives of member agencies on planning issues of multijurisdictional importance. The PDTF is not a Brown Act Committee.	Meets the 4th Wednesday of each month at 2:00 p.m. at the Depot (in the SCAG Office).

SANBAG Technical Advisory Committees

COMMITTEE	PURPOSE	MEETING SCHEDULE
Project Development Teams	Project Development Teams (PDTs) are assembled for all major project development activities by SANBAG staff. Teams are generally composed of technical representatives from SANBAG, member jurisdictions appropriate to the project, Caltrans, and other major stakeholder entities that have significant involvement in the project. PDTs make recommendations related to approaches to project development, evaluation of alternatives, and technical solutions. PDTs meet on a regular basis throughout the project phase to review progress and to provide technical input required for project development. The PDTs are not Brown Act Committees.	Varies with the PDT, at SANBAG.

SANBAG Acronym List

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

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

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

San Bernardino Associated Governments

Governments
SANBAG
Working Together

MISSION STATEMENT

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

- Improve cooperative regional planning

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

- Strengthen economic development efforts

- Exert leadership in creative problem solving

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

Approved June 2, 1993
Reaffirmed March 6, 1996