Governments SANBAG Working Together

San Bernardino Associated Governments

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

TRANSPORTATION MEASURE I

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

AGENDA
Board of Directors Meeting
May 1, 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
May 1, 2013

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

CLOSED SESSION

1. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
   Existing litigation pursuant to Government Code Section 54956.9, subdivision (a), with respect to the following matter:

SANBAG Parcel #	Case Name and Number
B-243	**SANBAG v. World Oil Marketing Company,** **San Bernardino County Superior Court Case No. CIVDS 1104963**

2. **CONFERENCE WITH LABOR NEGOTIATOR**
   Pursuant to Government Code Section 54957.6
   Agency designated representative: Ray Wolfe
   Employee organization: Unrepresented employees group

3. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
   Pursuant to Government Code Section 54957
   Employee title: Executive Director

4. **CONFERENCE WITH LABOR NEGOTIATOR**
   Pursuant to Government Code Section 54957.6
   Agency designated representative: Janice Rutherford
   Unrepresented employee: Executive Director

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

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

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

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

I. Pledge of Allegiance
II. Attendance
III. Announcements:
- Calendar of Events (Pg. 12)

IV. Agenda Notices/Modifications – Vicki Watson

Notes/Actions:

1. Possible Conflict of Interest Issues for the Board Meeting of May 1, 2013 Pg. 13

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

Consent Calendar

Items listed on the Consent Calendar are expected to be routine and non-controversial. These items have been discussed at SANBAG Policy Committee meetings and made available for public review as noted in the agenda. The Consent Calendar will be acted upon as a single motion. Items on the Consent Calendar may be removed for discussion by Board Member Request. Items pulled from the consent calendar will be brought up under Agenda Item 15.

Administrative Matters

2. Board of Directors Attendance Roster Pg. 14

3. March 2013 Procurement Report Pg. 18

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

This item was received by the General Policy Committee on April 10, 2013.

4. Measure I Revenue Pg. 24

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

This item was reviewed and unanimously recommended for approval by the General Policy Committee on April 10, 2013.

Notes/Actions:

Consent Calendar Continued....

Administrative Matters

5. Amendment No. 2 to Contract Management Services Contract Pg. 26

That the Board acting in its capacity as the San Bernardino County Transportation Authority, approve Amendment No. 2 to Contract No. C11005 with Kathleen Murphy-Perez to provide Contract Management Services through June 30, 2014, adding two one-year options to extend, and increasing the Not-To-Exceed Amount by $100,000 for a revised contract amount of $575,000.
Eileen Monaghan Teichert

This item was reviewed and unanimously recommended for approval by the General Policy Committee on April 10, 2013. This item and the amendment have been reviewed by SANBAG General Counsel and Contract Administrator.

6. Modification to the Contracting and Procurement Policy 11000 – SANBAG Consultant Selection Process Pg. 36

Approve an amendment to San Bernardino Associated Governments' Contracting and Procurement Policy 11000 which will modify the existing Consultant Selection Process as prescribed in Section VII.B. of Policy 11000. **Kathleen Murphy-Perez**

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

Transportation Fund Administration

7. Interstate 15 Widening, Phase 2 Pg. 38

Approve an allocation of $3.637 million in Surface Transportation Program funds for construction of Phase 2 of the Interstate 15 Widening project, increasing the total construction allocation from $23,564,000 to $27,201,000. **Andrea Zureick**

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Committee on April 19, 2013.

8. Addition of Policy 40022 Rural Mountain/Desert Subareas Advance Expenditure Processes to the Measure I 2010-2040 Strategic Plan Pg. 41

Approve the addition of Policy 40022 Rural Mountain/Desert Subareas Advance Expenditure Processes to the Measure I 2010-2040 Strategic Plan. **Andrea Zureick**

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Committee on April 19, 2013.

Notes/Actions:

Consent Calendar Continued....

Transportation Fund Administration (Cont.)

9. Advance Expenditure Agreement for Village L Project in the City of Big Bear Lake Pg. 44

Approve Advance Expenditure Agreement C13128 in the amount of $1,200,000 with the City of Big Bear Lake for the Village L Project funded by 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 April 19, 2013. SANBAG General Counsel and Contract Administrator have reviewed this item and the Agreement.

10. Local Stimulus Program Final Report Pg. 54

Receive Local Stimulus Program Final Report. **Andrea Zureick**

This item was received by the General Policy Committee on April 10, 2013.

Transit/Rail

11. Downtown San Bernardino Passenger Rail Project Construction Funding Plan Pg. 59

1. Approve the Downtown San Bernardino Passenger Rail Project Construction Phase Funding Plan identified in Table 1.

2. Authorize staff to replace Local Transportation Funds and/or State Transit Assistance Funds with State Local Partnership Program funds as necessary to maximize use of those funds in San Bernardino County. **Mitch Alderman**

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on April 18, 2013.

12. Call for projects for the Federal Transit Administration Section 5316, Job Access Reverse Commute, and Section 5317 New Freedom Grant Programs Pg. 62

Approve the issuance of Job Access Reverse Commute and New Freedom Grant Programs Call for Projects due to San Bernardino Associated Governments on June 3, 2013. **Mitch Alderman**

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on April 18, 2013. This item has been reviewed by the Director of Fund Administration and Programming.

Notes/Actions:

Consent Calendar Continued....

Transit/Rail (Cont.)

13. San Bernardino Associated Governments Transit and Rail Project List Pg. 94

Approve a Transit and Rail Project list for future capital improvement projects as identified in Attachment A. **Mitch Alderman**

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on April 18, 2013. This item has been reviewed by the Director of Fund Administration and Programming.

14. Increase expenditure authority for Downtown San Bernardino Passenger Rail Project & San Bernardino Transit Center right-of-way acquisitions Pg. 100

Approve an increase in expenditure authority by $1,100,623 to continue right-of-way acquisition activities for the Downtown San Bernardino Passenger Rail Project & the San Bernardino Transit Center Project as identified in the financial impact section. **Mitch Alderman**

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on April 18, 2013.

Consent Calendar Items Pulled for Discussion

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

DISCUSSION ITEMS

Air Quality/Traveler Services

16. Update on Freeway Service Patrol (FSP) Program and 2012 FSP Driver Recognition Awards Pg. 102

Receive information pertaining to the San Bernardino FSP Program, and the acknowledgement of the 2012 Top Driver and Drivers of Excellence Awards. **Duane Baker**

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

Notes/Actions:

Discussion Items Continued.....

Council of Governments

17. Presentation by Dr. Gary Thomas, San Bernardino County Superintendent of Schools, about the Cradle to Career initiative of the Education Element Group of the Countywide Vision Pg. 105

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

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

Administrative Matters

18. Fiscal Year 2013/2014 Proposed SANBAG Budget Pg. 106

1. Receive presentation of the Fiscal Year 2013/2014 Proposed Budget.

2. Note Board of Directors Budget Workshop scheduled for May 8, 2013, at 9:00 a.m. in conjunction with the General Policy Committee Meeting.

3. Schedule the public hearing and adoption of the Fiscal Year 2013/2014 Budget for the June 5, 2013, Board of Directors Meeting. **William Stawarski**

All four of the SANBAG policy committees have reviewed task descriptions and budget for activities under their purview. The General Policy Committee has also reviewed and received the elements related to the agency-wide programs, the fringe/indirect allocations, revenue projections and planned expenditures. The proposed budget will be reviewed at the budget workshop in conjunction with the General Policy Committee Meeting on May 8, 2013.

19. Announcement of Vacancies and Appointments on Regional Committees Pg. 108

1. Note the Presidential appointment of Apple Valley Councilmember Barb Stanton to the Southern California Association of Governments (SCAG) Transportation and Communications Committee.

2. Note two vacancies on SCAG committees. There is one vacancy each on the Community, Economic and Human Development Committee and on the Energy and Environment Committee. **Duane Baker**

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

Notes/Actions:

Discussion Items Continued.....

Project Delivery

20. Project Plans, Specifications, and Estimates and the Construction and Maintenance Agreement for the Laurel Street Grade Separation Project Pg. 110

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

1. Approve three-party Underpass Construction and Maintenance Agreement No. C13016 with the BNSF Railway Company and the City of Colton for the Laurel Street Grade Separation Project in the amount of $16,795,884 for railroad work, flagging, inspection, and right-of-way; and San Bernardino Associated Governments will receive an estimated contribution of $6,000,377 from BNSF Railway Company towards the overall project cost, and authorize the Board President to execute the Agreement, subject to negotiation of final terms with BNSF and the City and approval of the final form of the Agreement by the General Counsel.

2. Authorize the Executive Director to execute Right of Way Easement Agreements and such other documents as are reasonably necessary to implement the purposes of the Underpass Construction and Maintenance Agreement No. C13016 after review and approval by the General Counsel.

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

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

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

And Acting as the San Bernardino County Transportation Authority:

6. Approve programming change for the Laurel Street Grade Separation Project in the City of Colton to increase total Measure I Major Streets Bond Funds commitment from $8,520,000 to $12,520,762, an increase of $4,000,762. **Garry Cohoe**

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

Notes/Actions:

Discussion Items Continued....

Project Delivery (Cont.)

21. Construction and Maintenance (C&M) Agreement for the Interstate 215 (I-215) Bi-County High Occupancy Vehicle (HOV) Gap Closure Project Pg. 208

1. Repeal the January 9, 2013 Board of Directors approval of Construction and Maintenance Agreement No. C13082 with Union Pacific Railroad Company and the State of California Department of Transportation for the Colton-Loma Linda Yard Overhead Bridge on Interstate 215 Bi-County High Occupancy Vehicle Gap Closure Project.

2. Approve revised Construction and Maintenance Agreement No. C13082 with Union Pacific Railroad Company and State of California Department of Transportation for the Colton-Loma Linda Yard Overhead Bridge on Interstate 215 Bi-County High Occupancy Vehicle Gap Closure Project, with SANBAG responsible for contributing $810,673.00 of Measure I Valley Fund – Freeway Projects. **Garry Cohoe**

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

22. Bylaws Ad Hoc Committee Proposed Amended Bylaws Pg. 295

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

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

This item was reviewed by the Board of Directors on April 11, 2013, who requested this item be continued to the May Board meeting. This item and the proposed amended Bylaws have been reviewed and approved as to legal form by SANBAG's General Counsel.

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

Notes/Actions:

ADJOURNMENT

Additional Information

Agency Reports/Committee Memberships

South Coast Air Quality Management Report — Pg. 321

Mayor Dennis Yates

Mobile Source Air Pollution Reduction Review Committee — Pg. 324

Mayor Larry McCallon

SCAG Committees — Pg. 326

SCAG Regional Council

SCAG Policy Committees

Community, Economic and Human Development

Energy and Environment

Transportation and Communications

SANBAG Policy Committees — Pg. 327

Acronym List — Pg. 333

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...
April 2013

SANBAG Meetings – Cancelled: None

SANBAG Meetings – Scheduled:			
SANBAG Board Meeting	May 1	10:00 am	First Floor Lobby, Santa Fe Depot
General Policy Committee	May 8	9:00 am	The Super Chief
Metro Valley Board Study Session	May 9	9:00 am	The Super Chief
Commuter Rail & Transit Committee	May 9	10:00 am	The Super Chief
Mountain/Desert Committee	May 17	9:30 am	Town of Apple Valley

Other Meetings/Events: None

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

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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: 1

Date: May 1, 2013

Subject: Information Relative to Possible Conflict of Interest

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

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

Closed Session #1 – Conference with Legal Counsel – Existing Litigation

	WORLD OIL MARKETING COMPANY, a California corporation (Officers/Directors: Bernard B. Roth; Toshiko G. Chan; Robert S. Roth; Florence Roth; Richard N. Roth; Steven F. Roth)

Consent/Discussion Calendar Items

Item No.	Contract No.	Principals & Agents	Subcontractors
5	C11005-02	Kathleen Murphy-Perez	None
20	C13016	BNSF Railway Company *John Shurson*	None
21	C13082	Union Pacific Railroad Company	None

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

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

*

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
BRD1305z-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		X								
James Ramos Board of Supervisors	X	X										
Janice Rutherford Board of Supervisors	X	X		X								
Josie Gonzales Board of Supervisors		X		X								
Robert A. Lovingood Board of Supervisors	X	X		X								
Cari Thomas City of Adelanto		X	X	X								
Curt Emick Town of Apple Valley	X	X	X	*								
Julie McIntyre City of Barstow		X	X									
Bill Jahn City of Big Bear Lake	X	X	X	X								
Dennis Yates City of Chino	X	X	X	X								
Ed Graham City of Chino Hills	X	X	X	X								
Frank Navarro City of Colton	X	X	X	X								
Michael Tahan City of Fontana	X	X	X	X								
Walt Stanckiewitz City of Grand Terrace	X	X	X	X								
Mike Leonard City of Hesperia	X	X		X								
Larry McCallon City of Highland	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 – 2013

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

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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: May 1, 2013

Subject: March 2013 Procurement Report

Recommendation:* Receive March 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 March 6, 2013. On February 6, 2013, the Board of Directors authorized the Executive Director, or designee, to approve: a) contracts and purchase orders up to $100,000; b) amendments with a zero dollar value; c) amendments to exercise the option term if the option term was approved by the Board of Directors in the original contract; and d) amendments that cumulatively do not exceed 50% of the original contract value or $100,000, whichever is less and to release Request For Proposal (RFP), Request For Quote (RFQ) and Invitation For Bid (IFB) for proposed contracts from which funding has been approved in SANBAG's Annual Budget, and which are estimated not to exceed $1,000,000. SANBAG staff has compiled this report that summarizes all contract actions approved by the Executive Director, or designee.

On July 11, 2012, the Board of Directors authorized SANBAG's General Counsel to award and execute legal services contracts up to $50,000 with outside counsel as needed on behalf of SANBAG and its authorities organized under the umbrella of the Council of Governments. Also, periodically notify the Board after exercising such authority.

*

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.

BRD1305a-wws

Attachment:

http://portal.sanbag.ca.gov/mgmt/committee/gpc/gpc2013/gpc1304/AgendaItems/BRD1304a1-wws.docx
http://portal.sanbag.ca.gov/mgmt/committee/gpc/gpc2013/gpc1304/AgendaItems/BRD1305a2-wws.docx

A list of all contracts and purchase orders that were executed by the Executive Director and/or General Counsel during the month of March, is presented herein as Attachment A and all RFPs and IFBs are presented in Attachment B.

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

Reviewed By: This item was received by the General Policy Committee on April 10, 2013.

Responsible Staff: William Stawarski, Chief Financial Officer

BRD1305a-wws
Attachment:
http://portal.sanbag.ca.gov/mgmt/committee/gpc/gpc2013/gpc1304/AgendaItems/BRD1305a1-wws.docx
http://portal.sanbag.ca.gov/mgmt/committee/gpc/gpc2013/gpc1304/AgendaItems/BRD1305a2-wws.docx

Attachment A

March 1-29 Contract/Purchase Order Actions

Contracts Executed:

Contract No.	Description of Specific Services	Vendor Name	Dollar Amount	Description of Overall Program
None				
			Total	**$0.00**

Contract Amendments Executed:

Contract No. & Amendment No.	Reason for Amendment	Vendor Name	Dollar Amount of Amendment	Amended Contract Total
C09140 Amendment No. 2	Exercise the second option year of the contract	Steve's Towing	$171,585.00	$857,925.00
C09137 Amendment No. 2	Exercise the second option year of the contract	Steve's Towing	$171,585.00	$857,925.00
C09138 Amendment No. 2	Exercise the second option year of the contract	Pepe's Towing	$186,345.00	$942,795.00
			Total	**$2,658,645.00**

BRD1305a1-wws

Attachment A
March 1-29 Contract/Purchase Order Actions

Purchase Orders:

PO No.	PO Issue Date	Vendor Name	Description of Services	Dollar Amount
4000977	02/25/13	United States Postal Service	Funds for postage for the Hasier IM-480 mailing machine.	$5,000.00
4000979	02/25/13	G/M Business Interiors	New transit and rail furniture and reconfigurations and labor to move existing file cabinets to new locations within SANBAG.	$9,402.71
4000980	02/27/13	Lawyers Title Company (LTC)	Preliminary title reports and litigation guarantees for the right-of-way acquisition phase of the Downtown San Bernardino passenger rail and transit center projects. This approach will allow SANBAG, through the condemnation process, to secure possession of the properties in a timely fashion. LTC has been used throughout the process and have demonstrated experience in the subject area and distinct familiarity with the projects and issues.	$25,000.00
4000981	02/27/13	LEA Associates, Inc.	Preliminary title reports and litigation guarantees for the right-of-way acquisition phase of the Downtown San Bernardino passenger rail and transit center projects. This approach will allow SANBAG, through the condemnation process, to secure possession of the properties in a timely fashion. LEA Associates has been used throughout the process and have demonstrated experience in the subject area and distinct familiarity with the projects and issues.	$50,000.00

BRD1305a1-wws

4000982	02/27/13	Lidgard and Associates, Inc.	Preliminary title reports and litigation guarantees for the right-of-way acquisition phase of the Downtown San Bernardino passenger rail and transit center projects. This approach will allow SANBAG, through the condemnation process, to secure possession of the properties in a timely fashion. Lidgard and Associates has been used throughout the process and have demonstrated experience in the subject area and distinct familiarity with the projects and issues.	$25,000.00
4000962	03/06/13	BNSF Railway Company	BNSF to relocate exiting signal cables and associated cables to accommodate a new access road and track.	$121,520.00
***Note:** Sole Source justification is noted in the Purpose statement, if applicable.*			**Total**	**$235,922.71**

BRD1305a1-wws

Attachment B
March 1-29 RFPs and IFBs

Release of RFP's and IFB's

Release Date	RFP/IFB No.	Description of Services	Anticipated Dollar Amount	Anticipated Award Date	Description of Overall Program and Program Budget
03/18/2013	13109	Financial Services Advisor	$600,000 for five years	07/03/2013	Consultant will assist SANBAG in revising financial strategy and provide advice when issuing debt. Cost is budgeted in the debt service program for FY 2013/2014.
				Total	**$600,000.00**

BRD1305a2-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: 4

Date: May 1, 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 March 31, 2013 were $104,031,710.

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 January through March are $34,675,280, in comparison to $32,757,419 received during the quarter ending March 2011/2012, with an increase of 5.85%.

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

Reviewed By: This item was reviewed and unanimously recommended for approval by the General Policy Committee on April 10, 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.

BRD1305c-wws

ATTACHMENT A

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 2010/2011	28,188,907	29,207,950	28,808,766	29,397,456	115,603,079	**$122,761,879**
Fiscal Year 2011/2012	31,027,319	33,547,956	32,757,419	33,476,051	130,808,745	**$253,570,624**
Fiscal Year 2012/2013	34,279,449	35,076,980	34,675,280	0	104,031,710	**$357,602,333**
% Increase Over Fiscal Year 2011/2012	10.48%	4.56%	5.85%			

BRD1305c-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: May 1, 2013

Subject: Amendment No. 2 to Contract Management Services Contract

Recommendation:* That the Board acting in its capacity as the San Bernardino County Transportation Authority, approve Amendment No. 2 to Contract No. C11005 with Kathleen Murphy-Perez to provide Contract Management Services through June 30, 2014, adding two one-year options to extend, and increasing the Not-To-Exceed Amount by $100,000 for a revised contract amount of $575,000.

Background: This report seeks approval of an amendment to Kathleen Murphy-Perez' contract extending the contract term so she may provide SANBAG with her much needed procurement expertise to minimize the likelihood of negative findings in procurement audits and SANBAG's resultant loss of federal and state funds, to streamline procurement processes, and to enhance the number and quality of contractors' responses to SANBAG's procurement solicitations.

CONTRACT C11005.
The San Bernardino Associated Governments (SANBAG) Board of Directors approved Contract No. C11005 with Kathleen Murphy-Perez to provide Contract Management Services to SANBAG on July 7, 2010. The original Scope of Work provided for the refinement and creation of procurement policies and procedures, review of contract documents for state and federal procurement requirements, and provision of guidance on the procurement process. At the request of the former

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	

Check all that apply.

BRD1305a-et
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C11005-02.docx

Executive Director, the contract Scope of Work was expanded to include managing SANBAG's day-to-day procurement operations and reviewing and signing all contract documents. With the change in direction and expanded Scope of Work, the focus of her activities through early 2012 moved towards improving and managing all contract and procurement related activities rather than policy development. Due to the increasing number of projects being delivered and concurrent expansion in the volume of procurements and contracts, the majority of Ms. Murphy-Perez' time was consumed in reviewing SANBAG contracts, purchase orders, related Board agenda items, and overseeing procurement related activities. These additional responsibilities precluded her from engaging in the update of existing procurement policies and procedures and from implementing new policies and procedures.

AMENDMENT NO. 1.

Recognizing the continuing need for Ms. Murphy-Perez' services, in April 2012, the Board approved a one-year extension of her contract to June 30, 2013. With SANBAG's hiring of a full-time Contract Administrator, Ms. Murphy-Perez continued providing contract management services to a lesser degree. Her focus shifted to bringing SANBAG's Procurement Policy into compliance with state and federal procurement regulations. This focus has been guided in large part by the August, 2012 issuance of the 2010 California Department of Transportation (Caltrans) Incurred Cost Audit (Audit).

Procurement Policy Improvements.

Ms. Murphy-Perez has been integral in responding to the Audit which identified significant weaknesses in SANBAG's procurement policies and processes that were in place in 2009. She has been diligent in identifying and recommending specific corrective actions to address the audit findings. Additionally, she has identified gaps and ambiguities in SANBAG's procurement policies and processes. Based on Ms. Murphy-Perez' recommendations, the Board approved several key policy changes in the last year. Those changes include:

- Negotiation Policy 34505 – Repealed Negotiation Policy 34505 for Major Projects due to non-compliance with state and federal procurement guidelines.
- Independent Cost Estimates – Created a new policy requiring staff to prepare Independent Cost Estimates on all procurement actions to comply with state and federal procurement guidelines.
- Insurance requirements – Added a provision in the procurement policy that contractors for certain procurements provide appropriate insurance to provide SANBAG with greater protection against liability arising out of contracts.

- Cooperative Procurements – Revised existing language to broaden the policy so that SANBAG could take advantage of state and federal cooperative procurements for cost-saving opportunities.
- Contracting and Signature Authority – Researched and recommended delegation of appropriate levels of contracting and signature authority to SANBAG's Executive Director.
- Construction Change Orders – Language was revised to bring the change order approval process in line with revised statutory requirements.
- Contract Term – Amended the maximum term from three years to five years in recognition of the duration of SANBAG's projects.

Administrative Improvements.

During this past year, Ms. Murphy-Perez, in conjunction with SANBAG's Contract Administrator, have worked cooperatively on a variety of administrative changes such as developing procurement processes, and conducting training classes to support the recent policy changes, and provide staff with consistent and clear direction. Highlights of the administrative activities are:

- Insurance process – Developed a system for review of insurance liability certificates and to manage expiration of such certificates.
- Template development – Staff has created a variety of forms and templates to provide consistency and as a means for document management. Staff, in collaboration with General Counsel and other consultants, recently concluded major revisions to two of the RFP and contract templates.
- Centralized Procurement Filing System – In the last quarter of 2012, a much needed centralized procurement filing system was developed. Until recently, Project Managers maintained their own files, which were not always consistent or complete, nor did this practice allow for quality control or quality assurance. File cabinets have been ordered and all contract files will be audited for completeness prior to being placed in a safe and secure area with limited access. The goal is to preserve the integrity of our contract documents and to meet state and federal procurement and audit requirements.
- Dun & Bradstreet – Staff procured a Dun & Bradstreet subscription to provide additional financial information on all consultants being recommended for contract award. The cost investment is minimal and provides a large return on SANBAG's investment.
- Refined signature and tracking process for all contract related documents.
- Development of a contract close out process.

Board Contract Ad Hoc Committee.

With the creation of the Board Contract Ad Hoc Committee (Ad Hoc), Ms. Murphy-Perez' Scope of Work was again expanded. Ad Hoc meetings are being held on a monthly basis and include the review of procurement policies,

procedures. Specific direction from the Ad Hoc Committee is vetted by the General Policy Committee and presented to the Board for approval.

One key Ad Hoc outcome is the Contract Industry Review that was held at the end of March. A number of selected consultants participated in a forum, which encouraged them to provide input on SANBAG's procurement process. The goal of the forum was to increase the number and quality of responses to SANBAG's RFPs, and IFBs and enhance the competitiveness of SANBAG's procurements. A summary of that meeting will be presented to the General Policy Committee and the Board in the coming months. The Ad Hoc meetings are anticipated to continue through June 2013.

AMENDMENT NO. 2.
Due to the amount of procurement and contract related improvements that need to be made, it is recommended that Ms. Murphy-Perez' contract be extended through June 30, 2014 and that two one-year options to extend the contract be included. The contract amount would be increased by $100,000 in order to fund the additional work to be performed for the duration of the contract. Ms. Murphy-Perez has not requested any adjustment to her hourly rate for the past three years and has agreed to hold her hourly rate at her 2010 level through December 31, 2013. The Caltrans Audit, that covered a period predating SANBAG's retention of Ms. Murphy-Perez, focuses the importance of SANBAG's adherence to procurement policies and practices that comply with ever-changing federal and state laws.

Negative Audit findings put millions of dollars of federal and state funding for SANBAG projects at risk. Ms. Murphy-Perez' continued procurement-related activities help ensure that SANBAG's current procurements will not be the subject of negative Audit findings. The cost of extending Ms. Murphy-Perez' contract is minimal compared to the federal and state funding at risk in a procurement audit.

Though Fiscal Year 2012/2013 was a year of great accomplishments, in addition to continued efforts towards attaining consistent federal and state procurement compliance, there is more work for Ms. Murphy-Perez to do. That projected work includes:

Caltrans 2010 Audit/Compliance.
Staff continues to communicate with Caltrans at both the local level as well as with headquarters to respond to the 2010 Audit findings issued last summer. Ms. Murphy-Perez in conjunction with SANBAG's Contract Administrator will continue to assist SANBAG in addressing Caltrans' audit findings and to encourage Caltrans' not to seek reimbursement of the approximately $10 million

at issue. Staff will provide an update to the General Policy Committee and the Board as to the final outcome once the Audit has concluded. Ms. Murphy-Perez will conduct ongoing monthly internal audits of contract files for compliance with the applicable policies and procedures.

Templates.
Ms. Murphy-Perez will continue to work with General Counsel and the Contract Administrator in the development of additional Request for Proposals (RFPs) and Invitation for Bids (IFBs) templates to streamline and modernize SANBAG's contracts and procurements. An on-call contract task order-based RFP will be created as well as an IFB for the procurement of goods, which SANBAG currently does not have.

Training.
Procurement and contracting training will be a primary focus through 2013 and beyond. Ms. Murphy-Perez conducts monthly training on such topics as: the updated RFP and IFB templates, contractual insurance requirements, and public works contracts labor compliance. Future training topics will include contract negotiations, and conducting consultant debriefings.

Vendor Outreach/Review.
Ms. Murphy-Perez has also been asked to focus on outreach efforts with the vendor community. SANBAG is currently in the early planning stages of developing SANBAG's first ever vendor outreach event planned for late summer or early fall of 2013. Ms. Murphy-Perez is working with the Contract Administrator to create an online vendor registration tool on SANBAG's website, as well as developing a vendor performance review process.

DBE Program.
Focus will also be placed on the expansion of SANBAG's Disadvantaged Business Enterprise (DBE) program. It is anticipated that Ms. Murphy-Perez will dedicate a significant amount of time updating SANBAG's DBE program to make it compliant with recent changes in the federal regulations, in conjunction with SANBAG's DBE consultant.

Contract File Audit.
Ms. Murphy-Perez will begin conducting random monthly audits on contract files to ensure that the files are complete, accurate and compliant with federal and State procurement guidelines. This is an important task that will allow SANBAG to address any deficiencies well in advance of any audit.

Staff recommends the approval of Amendment No. 2 to Contract No. C11005 with Kathleen Murphy-Perez for Contract Management Services for an additional

cost of $100,000, increasing the total Not-To-Exceed contract amount to $575,000, extending the contract term to June 30, 2014, and granting two one-year options to extend the contract.

Sole Source: **Kathleen Murphy-Perez has extensive and unique knowledge and experience in providing Contract Management Services.** The justification for the original sole source contract is as described above. In addition, over the last eighteen months Ms. Murphy-Perez has gained a thorough knowledge of SANBAG's organization and a solid understanding of SANBAG's procurement strengths and weaknesses and has proven to be an asset. Ms. Murphy-Perez has also begun to build a solid procurement foundation for SANBAG and with the approval of Amendment No. 2, Ms. Murphy-Perez will continue to complete the work that she has been developing during the past year. Ms. Murphy-Perez meets weekly with SANBAG's General Counsel and monthly with the Executive Director to provide status updates of her activities, which guide and approve the focus of her work.

Kathleen Murphy-Perez has the knowledge and experience to develop the structured procurement and contracting process that SANBAG needs. Ms. Murphy-Perez has over twenty-five years of experience in contract and procurement management, twenty of which have been spent in the public sector. Ms. Murphy-Perez has provided these services to Orange County Transportation Authority (OCTA) for fourteen years, which included managing the department. Ms. Murphy-Perez comes highly recommended from her previous employers as well as others in the industry.

Extending this contract with Ms. Murphy-Perez will be in the best interests of SANBAG as SANBAG evaluates its procurement and contract management process to ensure compliance with all applicable laws and regulations.

Financial Impact: Amendment No. 2 to Contract No. C11005 allows for the option of two one-year extensions of the contract term and increases the Not-To-Exceed Amount by $100,000 for a revised contract amount of $575,000. This item is consistent with Fiscal Year 2012/2013 Budget, Task No. 0815.

Reviewed By: This item was reviewed and unanimously recommended for approval by the General Policy Committee on April 10, 2013. This item and the amendment have been reviewed by SANBAG General Counsel and Contract Administrator.

Responsible Staff: Eileen Monaghan Teichert, General Counsel

BRD1305a-et

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CONTRACT SUMMARY SHEET

Contract No. C C11005 Amendment No. 02

By and Between

San Bernardino County Transportation Authority and Kathleen Murphy-Perez

Contract Description Contract Management Services

Board of Director's Meeting Date: 05/01/13
Overview of BOD Action: July 7, 2010, C11005 Approved; May 2, 2012, C11005-01 Approved

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

CONTRACT OVERVIEW

Original Contract Amount	$	300,000	**Original Contingency Amount**	$	0
Revised Contract Amount *Inclusive of prior amendments*	$	475,000	**Revised Contingency Amount** *Inclusive of prior amendments*	$	0
Current Amendment Amount	$	100,000	**Contingency Amendment**	$	0
TOTAL CONTRACT VALUE	$	575,000	**TOTAL CONTINGENCY VALUE**	$	0
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	575,000

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
07/07/2010	06/30/2013	06/30/2014

Has the contract term been amended? ☐ No ☒ Yes - please explain.
Contract was extended one year and contract amount was increased $175,000.

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0815.
☐ 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:*

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

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

Eileen Monaghan Teichert		4/23/13
Project Manager (Print Name)	Signature	Date
Duane A. Baker		4-23-13
Task Manager (Print Name)	Signature	Date
Gary Cohoe		4-23-13
Task Manager (Print Name)	Signature	Date
Andrea Zureick		4/23/13
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
Jeffery Hill		4/23/13
Contract Administrator (Print Name)	Signature	Date
W. Stewart		4/23/13
Chief Financial Officer (Print Name)	Signature	Date

AMENDMENT NO. 2 TO

CONTRACT NO. C11005

BY AND BETWEEN

SAN BERNARDINO ASSOCIATED GOVERNMENTS

AND

KATHLEEN MURPHY-PEREZ

FOR

CONTRACT MANAGEMENT SERVICES

THIS AMENDMENT No. 2 is entered into on the Effective Date as identified herein, by and between San Bernardino Associated Governments, acting in its capacity as the San Bernardino Country Transportation Authority, hereinafter called "AGENCY", and Kathleen Murphy-Perez, hereinafter called "CONTRACTOR".

RECITALS:

A. **WHEREAS,** SANBAG under Contract No. C11005 has engaged the services of CONTRACTOR on the terms and conditions set forth in the contract; and

B. **WHEREAS,** the Parties desire to amend the aforesaid contract to increase the contract amount by $100,000 and to extend the contract duration through June 30, 2014 and include two, one (1) year options to extend; and

C. **WHEREAS,** the parties agree to amend the contract to include other changes.

NOW, THEREFORE, the parties hereto do mutually agree to amend Contract No. C11005 as follows:

1. Delete Article 2. "TERM", in its entirety and replace with the following;

   "ARTICLE 2. CONTRACT TERM

   The Contract term shall commence on July 7, 2010, and shall continue in full force and effect through June 30, 2014, unless otherwise terminated or unless extended as hereinafter provided by written amendment. The AGENCY at its sole discretion may extend the term of the Contract for two, one-year option terms. The maximum term of this Contract, including the option terms, if exercised, will not exceed June 30, 2016."

2. Amend Article 4., "COMPENSATION", as follows:

a) amend the first paragraph, to delete $475,000 and replace with the revised total contract amount of $575,000; and

b) amend paragraph three, to delete $70,000 and replace with $80,000.

c) add the following new paragraph; "CONTRACTOR reserves the right to increase the hourly rate identified herein upon mutual agreement by CONTRACTOR and AGENCY acting through its Executive Director effective January 1, 2014.

d) add the following new paragraph; "Upon receipt of acceptable invoice from CONTRACTOR, AGENCY shall promptly pay CONTRACTOR within 30 calendar days of receipt of invoice."

3. The "Effective Date" is the date that the AGENCY executed this Amendment No. 2.

4. All other provisions of Contract No. C11005 shall remain in full force and effect and are incorporated into this Amendment No. 2.

SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have executed Amendment No. 2 on the day and year written below.

KATHLEEN MURPHY-PEREZ

By: _____
Kathleen Murphy-Perez
President

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

GPC1304a1-et

C11005-02

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: 6

Date: May 1, 2013

Subject: Modification to the Contracting and Procurement Policy 11000 – SANBAG Consultant Selection Process

Recommendation:* Approve an amendment to San Bernardino Associated Governments' Contracting and Procurement Policy 11000 which will modify the existing Consultant Selection Process as prescribed in Section VII.B. of Policy 11000.

Background: **This is an amendment to the San Bernardino Associated Governments (SANBAG) Contracting and Procurement Policy 11000.** In 2011, a review of existing procurement policies and procedures was completed by SANBAG's Contracts Manager and it was noted that the existing Consultant Selection Process identified in Section VII., "Standard Procedures" is inconsistent and in need of revision to eliminate a potentially flawed process. Currently, Policy 11000 allows staff to appoint a selection team that would include representation from other agencies when appropriate. The following exception is then noted for SANBAG's Major Projects contracts: "the selection team shall consist of 2 Caltrans representatives and 3 representatives from member counterpart agencies..." Staff is recommending that the requirement to include two Caltrans representatives and three outside representatives from member counterpart agencies be removed from Policy 11000 for the following reasons; a) SANBAG's evaluation process should be applied uniformly to all consultant procurements. The process should not vary from one business group to another. This results in an evaluation process that can be flawed. b) The existing requirement allows for

*

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.
BRD1305a-kmp

more outside evaluators than SANBAG staff. As the lead agency, SANBAG should have the ability to assign the same number of internal evaluators as external evaluators. Currently, Policy 11000 requires that SANBAG include five outside evaluators to one SANBAG evaluator. As a result, the selection of a consultant on a SANBAG project is being determined by a majority of individuals outside of SANBAG. SANBAG should have adequate representation on the selection committee to ensure its interests are being preserved. c) Staff should have the flexibility to select the most qualified and knowledgeable individuals to evaluate proposals. They should not be required to select a specific number of members or select from a specific agency. However, it is in SANBAG's best interest to be inclusive of our project partners who will be impacted by a specific project. Therefore, any modifications to the evaluation process will include the recommendation that project partners be included in the evaluation process.

In our continued effort to improve our procurement process, SANBAG staff, in conjunction with the Board Contract Ad Hoc Committee hosted a Procurement Industry Review on March 28, 2013 to garner consultant feedback regarding SANBAG's procurement process. SANBAG invited a variety of firms who have previously been involved with SANBAG's selection process to provide feedback. The Industry Review was so productive, at the request of the consultants a second Industry Review was scheduled for April 19th. Information provided from the consultants will be summarized in a report to this Committee and to the Board in June for further discussion. Any additional changes to procurement policy as a result of the Industry Review will be brought before the General Policy Committee and the Board for consideration and approval.

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

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

Responsible Staff: Kathleen Murphy-Perez, Contracts Manager

BRD1305a-kmp

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TRANSPORTATION MEASURE I

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Minute Action

AGENDA ITEM: 7

Date: May 1, 2013

Subject: Interstate 15 Widening, Phase 2

Recommendation:* Approve an allocation of $3.637 million in Surface Transportation Program funds for construction of Phase 2 of the Interstate 15 Widening project, increasing the total construction allocation from $23,564,000 to $27,201,000.

Background: Beginning in 1998, San Bernardino Associated Governments (SANBAG) has partnered with California Department of Transportation (Caltrans) to fund the 28.7 mile widening of the Interstate 15 (I-15) from the Mojave Drive in Victorville to the junction of SR-58 Interchange in Barstow. The project was split into two phases by Caltrans because of the environmental complexity associated with widening the Mojave River Bridge. Phase 1 of the widening project, which was completed in July 2005, added one additional mixed flow lane in each direction between Mojave Drive and SR-58 and realigned the Mojave Northern Rail underpass. However, the third lane that was added between Mojave Drive and the existing Stoddard Wells Road Interchange was not built according to Federal Highway Administration (FHWA) design standards and resulted in substandard median and outside shoulders. Phase 2 of the I-15 widening project is currently scoped to include reconstruction and access modifications at the "D" Street, "E" Street, and Stoddard Wells Interchanges and to widen the Mojave River Bridge so that the I-15 median and outside shoulders could be brought up to FHWA design standards.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.

BRD1305a-az

In July 2011, Caltrans agreed to down-scope Phase 2 of the project to delay relocation of the existing Stoddard Wells Road interchange. This change in scope allowed Caltrans to meet the commitment to FHWA to correct the design exceptions while freeing $12.8 million of Regional Improvement Program (RIP) funds for the Devore Interchange project and $25.6 million of Interregional Improvement Program (IIP) funds for the State Route 58 widening projects. This strategy was unanimously approved by the Mountain/Desert Policy and Major Projects Committees in August 2011 and incorporated into the 10-Year Delivery Plan. The relocation of the Stoddard Wells Road interchange, referred to as Phase 2B, will be initiated by Caltrans in the future.

Caltrans has completed an updated construction cost estimate for the project based on detailed information obtained through development of the Geometric Approval Drawings (GADs), Bridge Site Submittal, and General Plans and have found that the estimate has increased by $8 million from the 2011 estimate to a total construction capital cost estimate of $73 million. The cost increase is a result of quantities and unit costs updates, cost increases for storm water control and drainage systems, and construction requirements not anticipated in the 2011 estimate, such as:

- Additional improvements to the Mojave River bridge, including temporary trestle, cofferdams, and a revised span configuration with an additional pier to minimize impact to the Waters of the USA;
- Widening of the Stoddard Wells Road bridge to accommodate standard shoulders and sidewalks;
- Modification of the existing ramps at Stoddard Wells Road interchange; and
- Construction of a retaining wall near the existing Stoddard Wells Road overcrossing to avoid right of way impacts to an existing gas station and to the Waters of the USA.

In addition, there were $1.76 million in federal earmarks and State of Nevada contributions that were estimated to be available for Phase 2 that were instead used for Phase 1, leaving a total increased funding need of $9.76 million.

Throughout both I-15 projects, Phase 1 and Phase 2, SANBAG has been a funding partner with Caltrans. SANBAG's current commitment to Phase 2 represents 37.26% of the construction capital costs; therefore Caltrans has requested that SANBAG program an additional $3.637 million RIP funds for this project to cover the SANBAG share of the cost increase. It is at SANBAG's discretion to determine the appropriate fund source to meet the request, and staff recommends allocation of $3.637 million of Surface Transportation Program (STP) funds instead for the increase. Programming STP funds on the project

could allow SANBAG to capture any construction award savings that occur; RIP savings are only returned to SANBAG if the construction award amount is more than 20% below the engineer's estimate. In addition it provides more options for funding any increases that may occur during construction, which are becoming more likely in the current bidding environment.

Financial Impact: This item has no impact on the adopted Fiscal Year 2012/2013 budget. Caltrans is the lead agency for this project, so these funds will not flow through the SANBAG budget.

Reviewed By: This item was reviewed and unanimously approved by the Mountain Desert Committee on April 19, 2013.

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

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TRANSPORTATION MEASURE I

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Minute Action

AGENDA ITEM: 8

Date: May 1, 2013

Subject: Addition of Policy 40022 Rural Mountain/Desert Subareas Advance Expenditure Processes to the Measure I 2010-2040 Strategic Plan

Recommendation:* Approve the addition of Policy 40022 Rural Mountain/Desert Subareas Advance Expenditure Processes to the Measure I 2010-2040 Strategic Plan

Background: Policy MDMLH-12 of Measure I Strategic Plan Policy 40017 provided language to allow for Advance Expenditure Agreements in the Rural Mountain/Desert Subareas. However, no requirements for administration of the policy were established as was done for the Valley and Victor Valley Subareas.

This new Policy 40022 will establish the needed process to allow local jurisdictions to advance funding for development and construction of Measure I projects prior to the availability of Major Local Highway Program funds.

Financial Impact: There is no impact to the budget with approval of this new policy.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Mountain/Desert Committee on April 19, 2013.

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

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	

Check all that apply.

BRD1305b-az

http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2013/brd1305/AgendaItems/BRD1305b1-az.docx

San Bernardino Associated Governments	Policy	40022
Adopted by the Board of Directors Month Day, Year	Revised	DRAFT 05/01/13
Rural Mountain/Desert Subareas Advance Expenditure (MDAE) Processes Measure I 2010-2040 Strategic Plan	Revision No.	New 0

Table of Contents

| Purpose | References | Definitions | Policies for Rural Mountain/Desert Subareas Advance Expenditure Process | Revision History |

I. PURPOSE

The purpose of this policy is to establish the requirements for administration of the Rural Mountain/Desert Subareas Advance Expenditure (AE) process. The AE process enables local jurisdictions to advance funding for development and construction of Measure I projects prior to the availability of Measure I 2010-2040 revenue for those projects. The policies establish project eligibility criteria and reimbursement terms for this process. After July 1, 2009, expenditures on projects included on the Rural Mountain/Desert Subareas Major Local Highway candidate project list may be eligible for reimbursement or credit under the AE process, subject to approval by the Mountain/Desert Committee and the SANBAG Board.

II. REFERENCES

Ordinance No. 04-01 of the San Bernardino County Transportation Authority, Exhibit A – Transportation Expenditure Plan

Policy 40017, Rural Mountain/Desert Subareas Major Local Highways Program

III. DEFINITIONS

Advance Expenditure Agreement (AEA) – A contract that establishes agency roles, responsibilities and financial commitments between local jurisdiction(s) and SANBAG that is required to be executed prior to project approval under the AE process.

Major Local Highways Projects: Major streets and highways serving as primary routes of travel within the subarea, which may include State highways and freeways, where appropriate. These funds may also be used to leverage other state and federal funds for transportation projects and to perform planning/project reports.

Development Share – The percentage share of total project cost assigned as the development contribution percentage as listed in the SANBAG Nexus Study or a Traffic Impact Analysis, as applicable.

Public Share – The share of project cost calculated as the total cost of the project minus the contribution percentage as listed in the SANBAG Nexus Study or a Traffic Impact Analysis, as applicable.

IV. POLICIES FOR THE RURAL MOUNTAIN/DESERT SUBAREAS ADVANCE EXPENDITURE PROCESS

A. General Policies

Policy MDAE-1: Jurisdictions that deliver Rural Mountain/Desert Subareas Major Local Highways (MLH) Program projects from the candidate project list may expend local jurisdiction funds with the expectation of later reimbursement of the public share costs by SANBAG, subject to the terms of the Advance Expenditure (AE) process. SANBAG's commitment to reimburse a jurisdiction under the AE process shall be subject to the project priorities and policies referenced in Policy 40017.

Policy MDAE-2: SANBAG commitments under the AE process for reimbursement from Rural Mountain/Desert Subareas MLH Program funds, including the specific amount of public share cost to be reimbursed, shall be recommended by the Rural Mountain/Desert subarea representatives and the Mountain Desert Committee and approved by the SANBAG Board.

Policy MDAE-3: Only projects included in the Rural Mountain/Desert Subareas MLH candidate project list shall be eligible for the AE Program in the Rural Mountain/Desert Subareas. Policy MDAE-4: Reimbursement for a project under the AE process may take the form of monetary compensation for the public share cost of the project as defined in the Advance Expenditure Agreement (AEA), or credit for the same amount against the development share of one or more subsequent projects within the same Measure I Program.

B. Rural Mountain/Desert Subareas MLH Projects

Policy MDAE-5: All Rural Mountain/Desert Subareas MLH Program projects for which jurisdictions desire reimbursement under the AE process shall execute an AEA with SANBAG. For multi-jurisdictional projects, the AEA shall be between the majority share jurisdiction and SANBAG.

Policy MDAE-6: The AEA shall establish agency roles, responsibilities and financial commitments between local jurisdiction(s) and SANBAG and is required to be executed prior to project cost reimbursement or credit under the AE process.

Policy MDAE-7: For Rural Mountain/Desert Subareas MLH Program projects, public share project costs incurred and included in the Rural Mountain/Desert Subareas MLH candidate project list in advance of an executed AEA shall not be reimbursed by SANBAG, nor shall they be credited against the development share of a future project.

Policy MDAE-8: SANBAG shall begin reimbursement for phases of a Rural Mountain/Desert Subareas MLH Program project in the first year that funding becomes available to the project based on a revenue forecast provided at the time of the AEA's execution. Provisions for modification and contingencies shall be included in the Rural Mountain/Desert Subareas AEA.

Policy MDAE-9: SANBAG shall only reimburse or provide credit to jurisdictions with approved AE projects up to the amount approved by the SANBAG Board under Policy MDAE-2,or the public share of the actual project cost, which ever is less.

Policy MDAE-10: Local jurisdictions shall provide adequate documentation to substantiate the costs included in the invoice. At a minimum, the jurisdiction must submit the invoice provided by the contractor/consultant to the agency, which shall include unit costs, quantities, labor rates and other documentation, as appropriate, to substantiate expenses incurred by the contractor/consultant. If jurisdiction in-house staff time is submitted for reimbursement, documentation of hours by individual and salary rate must be provided, with tabulations from the payroll system by project task as backup. Overhead will only be allowed via an approved cost allocation plan or an equitable and auditable distributions of overhead among all departments.

C. Equitable Share Calculation

Policy MDAE-11: For the Rural Mountain/Desert Subareas MLH Program, reimbursement pursuant to AEAs shall be included in the equitable share calculations for the respective local jurisdictions, as specified in Policy 40017, maintained by SANBAG to ensure equity over the life of the Measure.

V. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted by the Board of Directors.	

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 9

Date: May 1, 2013

Subject: Advance Expenditure Agreement for Village L Project in the City of Big Bear Lake

Recommendation:* Approve Advance Expenditure Agreement C13128 in the amount of $1,200,000 with the City of Big Bear Lake for the Village L Project funded by 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.

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. On March 6, 2013 Construction Phase Funding Agreement C13058 was approved for both the Major Local Highway Program and the State Local Partnership Program funds. In addition, the project was to remain as a candidate for future allocations of MLHP funds.

Due to the loss of redevelopment funds, the City is seeking additional Major Local Highway Program funds for the project. This Agreement will allow them to move forward with the project with the knowledge of future repayment.

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	

Check all that apply.

BRD1305c-az

http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C13128.docx

The total cost of the project is $6 million with the city's contribution approximately $2.5 million.

Financial Impact: There is no impact to the budget at this time. A budget amendment to Task No. 0516, Measure I Mountain/Desert Apportionment and Allocation is required when Measure I Mountain Subarea – Major Local Highway Program funds are available.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Mountain/Desert Committee on April 19, 2013. SANBAG General Counsel and Contract Administrator have reviewed this item and the Agreement.

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

ADVANCE EXPENDITURE AGREEMENT NO. C13128

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 Advance Expenditure Agreement ("AGREEMENT" or "AEA") is made and entered into 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 collectively known as "Party" or "Parties".

The Effective Date of this AGREEMENT shall be the date upon which AUTHORITY executes this AGREEMENT.

RECITALS

A. The Measure I 2010-2040 ("Measure I") 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 (MDMLHP) 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 for the construction phase of the 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 $1,200,000 in State Local Partnership Funds for the PROJECT;

E. City has requested an additional allocation of $1,200,000 Rural Mountains Subarea MLHP funds that are not immediately available;

F. CITY wishes to begin the PROJECT prior to Measure I funds being available for this PROJECT; and

G. Since revenue from Measure I 2010-2040 is limited, AUTHORITY and CITY are entering into this AGREEMENT, which will allow CITY to use its own funds to implement the PROJECT in advance of an allocation of Measure I funds, with the understanding that AUTHORITY will reimburse CITY at a later date for AUTHORITY's share of eligible PROJECT expenditures incurred after May 1, 2013, in accordance with the Advance Expenditure Agreement (AEA) reimbursement policy in the Measure I 2010-2040 Strategic Plan Rural Mountain/Desert Subareas Advance Expenditure Processes Policy No. 40022 (POLICY), as applicable;

H. This AGREEMENT is to be carried out in accordance with the policies in the Measure I 2010-2040 Strategic Plan as adopted by AUTHORITY; and

NOW, THEREFORE, AUTHORITY and CITY agree to the following:

SECTION I

AUTHORITY AGREES:

1. To reimburse CITY for those eligible PROJECT expenses that are incurred by CITY for the PROJECT, as set forth in Attachment A to this Agreement and as governed by POLICY 40022 in the Measure I 2010-2040 Strategic Plan, in effect as of this AGREEMENT's Effective Date.

2. To reimburse CITY, subject to Article 1 of this Section I, in accordance with the POLICY and after CITY submits to AUTHORITY an original and an electronic copy of the signed invoices in the proper form covering those actual allowable PROJECT expenditures that were incurred by CITY.

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.

SECTION II

CITY AGREES:

1. That only eligible PROJECT expenses, as set forth in Attachment A to this AGREEMENT, that conform to the SANBAG Measure I 2010-2040 Strategic Plan Policies will be eligible for Measure I reimbursement. CITY agrees that it will only request reimbursement for eligible PROJECT activities and that reimbursement will occur based on timelines governed by the policies for the Advance Expenditure Process in Policy 40022.

2. To submit to AUTHORITY an original and an electronic copy of signed invoices for reimbursement of eligible preconstruction PROJECT expenses no later than PROJECT acceptance. CITY further agrees and understands that AUTHORITY will not reimburse CITY for any PROJECT expenditures that are inconsistent with the Measure I 2010-2040 Strategic Plan. The Final Report of Expenditures must state that these PROJECT funds were used in conformance with this AGREEMENT and for those PROJECT activities described in Attachment A.

3. To repay to AUTHORITY any reimbursement for Measure I costs that are determined by subsequent audit to be unallowable within ninety (90) days of CITY receiving notice of audit findings, which time shall include an opportunity for CITY to respond to and/or resolve the finding. Should the finding not be otherwise resolved and CITY fail to reimburse moneys due AUTHORITY within ninety (90) days of audit finding, or within such other period as may be agreed between both parties hereto, the SANBAG Board reserves the right to withhold future payments due CITY from any source under AUTHORITY's control.

4. To provide a share of total eligible PROJECT expenses as defined in Attachment A.

5. To provide the CITY portion of funds for the PROJECT under this AGREEMENT.

6. To maintain all copies of all consultant/contractor invoices, source documents, books and records connected with performance under this AGREEMENT for a minimum of five (5) years from the date of the Final Report of Expenditures or until audit resolution is achieved, whichever is later.

7. To establish and maintain an accounting system and internal controls conforming to Generally Accepted Accounting Principles (GAAP) to support CITY's request for reimbursement, payment vouchers and 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 allow for the preparation of a PROJECT audit to be completed by CITY or by AUTHORITY, at AUTHORITY's option and expense, and to cooperate in the audit as described in Section I Article 3 upon completion of the PROJECT. The audit must find that all funds expended on the PROJECT were used in conformance with this AGREEMENT.

SECTION III

IT IS MUTUALLY AGREED:

1. To abide by all applicable federal, state and local laws and regulations pertaining to the PROJECT, 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. AUTHORITY's financial responsibility for the PROJECT shall not exceed the AUTHORITY share listed in Attachment A unless amended by both Parties. Reimbursement for the PROJECT shall be limited to the AUTHORITY share of the estimated cost of the PROJECT for which funds have been allocated by the AUTHORITY Board, or to the AUTHORITY share of the actual cost, whichever is less.

3. This agreement can be amended when agreed upon by both Parties.

4. CITY will use its own funds to implement the PROJECT in advance of the additional $1,200,000 allocation of Measure I funds, with the understanding that AUTHORITY will reimburse CITY for AUTHORITY share of eligible PROJECT expenditures at a later date in accordance with the AEA reimbursement policy in POLICY 40022.

5. Eligible PROJECT reimbursements shall include only those costs incurred by CITY for PROJECT activities that are described in this AGREEMENT and shall not include escalation or interest.

6. CITY shall defend, indemnify, and hold harmless AUTHORITY, its officers and employees, from and against any and all actions, claims, injuries, damages, liabilities, demands, losses, judgments, penalties, expenses and costs including attorney's fees for staff attorneys and outside counsel (collectively "Liabilities") arising out of or in any way connected with anything done or omitted to be done by CITY, its officers, employees, agents, contractors, consultants, subcontractors and subconsultants of any level, in connection with the PROJECT or under or in connection with any work, authority or jurisdiction delegated to CITY under this AGREEMENT. CITY's obligations

under this Article apply to AUTHORITY's "passive" and "active" negligence, but do not apply to AUTHORITY's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

7. AUTHORITY shall defend, indemnify, and hold harmless CITY, its officers and employees, from and against any and all actions, claims, injuries, damages, liabilities, demands, losses, judgments, penalties, expenses and costs including attorney's fees for staff attorneys and outside counsel (collectively "Liabilities") arising out of or in any way connected with anything done or omitted to be done by AUTHORITY, its Board of Directors, employees, agents, contractors, consultants, subcontractors and subconsultants of any level, in connection with the PROJECT or under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this AGREEMENT. AUTHORITY's obligations under this Article apply to CITY's "passive" and "active" negligence, but do not apply to CITY's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

8. CITY is an authorized self-insured public entity for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrants that through its programs of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this AGREEMENT.

9. AUTHORITY is a public entity with Professional Liability, General Liability and Automobile Liability insurance policies of $10,000,000 each and Workers' Compensation insurance coverage in the statutory limits, to protect against liabilities arising out of the performance of the terms, conditions or obligations of this AGREEMENT.

10. This AGREEMENT is expressly subordinate to any bonds, notes, certificates or other evidences of indebtedness involved in bond financings as are now outstanding or as may hereafter be issued by AUTHORITY.

11. This AGREEMENT will be considered terminated upon reimbursement of eligible costs by AUTHORITY. The AGREEMENT may also be terminated by AUTHORITY, in its sole discretion, in the event the PROJECT construction work described in Attachment A has not been initiated within twenty-four (24) months of the date of execution of this agreement.

12. Attachments A (Village L Project: Project Scope, Cost and Schedule) and B (Summary of Estimated Construction Phase Costs and Other Phases' Costs) are attached to and incorporated into this Agreement.

13. The Recitals stated above are true and correct and are incorporated by this reference into the AGREEMENT.

IN WITNESS WHEREOF, the Parties have executed this AGREEMENT below.

San Bernardino County Transportation Authority	**City of Big Bear Lake**
By: _____	By: _____
Janice Rutherford President, SANBAG Board of Directors	Jeff Mathieu City Manager
Date: _____	Date: _____
APPROVED AS TO FORM AND PROCEDURE:	APPROVED AS TO FORM AND PROCEDURE:
By: _____	By: _____
Eileen Monaghan Teichert SANBAG General Counsel	CITY Attorney
Date: _____	Date: _____
CONCURRENCE:	ATTEST:
By: _____	By: _____
Jeffery Hill, Contract Administrator	City Clerk

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	AUTHORITY Share* - AE for future MLHP Funds	CITY Local & Other Funds
Other Phases	$1,110,000	$0	$0	$0	$1,110,000
Construction Phase	$5,000,000	$1,200,000	$1,200,000	$1,200,000	$1,400,000
Total	$6,110,000	$1,200,000	$1,200,000	$1.200,000	$2,510,000

* 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, (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: 10

Date: May 1, 2013

Subject: Local Stimulus Program Final Report

Recommendation:* Receive Local Stimulus Program Final Report

Background: On July 1, 2009, the Board of Directors approved the creation of the Local Stimulus Program in the total amount of $31,400,000. The distribution to the agencies was based on a per capita basis, excepting that no agency would receive less than $300,000.

In keeping with the spirit of the Federal American Recovery and Reinvestment Act (ARRA) Program, which prompted the development of the Local Stimulus Program, the Local Stimulus Program recipients were required to provide the total jobs created, using either the federal formula or the actual number of positions created or saved. Attachment A to this agenda item provides the detail on jobs creation by agency, along with other project metrics, and formalizes the effect these additional allocations had on the jurisdictions.

The following is a summary of the program accomplishments by SANBAG member agencies:

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	

Check all that apply.

BRD1305d-az

http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2013/brd1305/AgendaItems/BRD1305d1-az.xlsx

Local Stimulus Program Accomplishments

Total Number of Projects	101
Total Jobs Created	1,197

Local Stimulus Program Accomplishments (cont.)

Approximate Lane Miles Added	10.72
Approximate Lane Miles Rehabilitated	221
Approximate Linear Feet of Sidewalks Added	2,957
Approximate Linear Feet of Sidewalks Repaired	19,407
Number of Signals Added	6
Roadway Safety Projects	5
Number of Bus Shelters Added	6

With the cooperation of the staff of the member jurisdictions, the program has successfully achieved its goals to provide additional funds for local roadway rehabilitation and reconstruction; to stimulate the economy through job creation; to increase capacity, mobility, and safety; and to be used to match other available funding sources.

Financial Impact: This item is consistent with the adopted SANBAG Fiscal Year 2012/2013 Budget.

Reviewed By: This item was received by the General Policy Committee on April 10, 2013.

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

BRD1305d-az

ATTACHMENT

LOCAL STIMULUS PROGRAM
FINAL REPORT
March 31, 2013

Agency	Stimulus Funds Available	Project Name	Amount Allocated to Project	JOBS CREATED	Approx. Lane Miles Added	Approx. Lane Miles Rehabilitated	Number of Signals Added	Approx. LF of Sidewalks Added	Approx. LF of Sidewalks Repaired	Roadway Safety Project	Number of Bus Shelters
Adelanto	$400,678	Air Expressway Pavement Rehabilitation	$400,678	13.00	0.44	3.75				1	
Apple Valley	$990,333	Town-wide Microsurfacing Project 1	$958,524	27.80		42.60					
		Town-wide Microsurfacing Project 2	$31,809			6.80					
Barstow	$343,238	Caliente St. to Elizabeth St.: reconstruction, stop signs and stop bars	$343,238	9.40		1.24	0	300	1325	1	
Big Bear Lake	$300,000	Modoc Drive Rehabilitation	$21,264	0.46	0.00	0.20					
		Narrow Rehabilitation	$9,575	0.24	0.00	0.11					
		Grizzly Court Rehabilitation	$10,182	0.26	0.00	0.09					
		Swan Drive Rehabilitation	$0	1.79	0.00	0.43					
		Wren Rehabilitation	$26,275	0.64	0.00	0.19					
		Alta Vista Rehabilitation	$49,303	0.64	0.00	0.56					
		Rock Spray Rehabilitation	$43,327	0.94	0.00	0.42					
		Rock Spray Court Rehabilitation	$7,990	0.14	0.00	0.04					
		Cherry Lane Rehabilitation	$36,139	0.74	0.00	0.35					
		Silver Tip Rehabilitation	$49,862	1.08	0.00	0.38					
		Encino Rehabilitation	$17,853	0.38	0.00	0.40					
		Jaybird Rehabilitation	$13,842	0.30	0.00	0.13					
		Dream Rehabilitation	$14,388	0.45	0.00	0.20					
Chino	$1,193,217	Chino Avenue - 10th to Benson Ave.; Edison Ave. at Ramona; Edison Ave., Central to Oaks; Edison Ave., Oaks to Mountain; Riverside Drive	$1,193,217	92.00	0.00	3.11					
Chino Hills	$1,115,987	Peyton Drive Street Rehabilitation	$937,932	33.00	0.00	9.72					
		Maintenance of Eucalyptus Ave. from Galloping Hills Road (east) to the end (west). Work includes selective patch repairs, edge grind and overlay from Galloping Hills Road (east) to Ridgeview Drive, and application of Type II slurry from Ridgeview Drive to end (west).	$178,055	8.00	0.00	9.64					
Colton	$732,660	Laurel Street Grade Separation	$732,660	20.40						1	
Fontana	$2,679,518	Slover Avenue Street Pavement Rehabilitation	$1,287,519	56.00	0	5					
		Auto Center Drive Street Improvements	$301,820	25.00	0.28	0		982			
		Valley Blvd. - Catawba Ave. to Banana Ave., pavement rehabilitation	$1,090,179	83.40	0	8.25			215		
Grand Terrace	$300,000	Public Alley Pavement Rehabilitation	$7,885	8.34		0.05					
		Miscellaneous Sidewalk Repairs	$79,259			0.07			1480		
		Reconstruct Barton Road/Preston Street Intersection	$6,038			0.03					
		Barton Road Pavement Rehabilitation	$77,093			1.13					
		Michigan Avenue Pavement Rehabilitation	$50,656			1.19					
		Michigan Street	$79,069		1.66						
Hesperia	$1,250,076	New Traffic Signal - Main Street and Rock Springs Road	$831,636	40.00	0.5	0.58	1	100			
		FY 2009-10 Citywide Street Improvement Project	$400,001			2.91					
		Lemon Avenue	$18,439		0.13						
Highland	$742,413	Pavement Rehabilitation, Bikeway and Nature Trail Staging Area	$742,413	20.00	1	8.1			10		
Loma Linda	$320,642	Lawton Avenue Pavement Rehabilitation	$320,642	10.00	3.50						
Montclair	$523,993	Fremont Avenue Street Improvement Project	$125,000	3.50	0.00	0.04		200	0		
		Intersection Improvement Project - Phase 2	$243,993	3.50	0.00	4.90			2400		
		Fremont Avenue Street Improvement Project - Phase 2	$155,000	3.50	0.00	0.16		865	0		

BRD1305d1-az

ATTACHMENT

LOCAL STIMULUS PROGRAM
FINAL REPORT
March 31, 2013

Agency	Stimulus Funds Available	Project Name	Amount Allocated to Project	JOBS CREATED	Approx. Lane Miles Added	Approx. Lane Miles Rehabilitated	Number of Signals Added	Approx. LF of Sidewalks Added	Approx. LF of Sidewalks Repaired	Roadway Safety Project	Number of Bus Shelters
Needles	$300,000	Slurry seal and/or pavement overlay for the following streets: Bailey Ave./Washington to J St., Washington St./Bailey to Park St., Park St./Washington to Highland, Highland St./Park St. to L St., Washington St./Park St. to Fairmont St., Fairmont St./Washington to Highland, L St./Highland to Broadway	$195,911	8.34		2.74					
		Curb, gutter and sidewalk replacement: E Street/Vailey St. to Downey St.	$34,100						367		
		Construct additional traffic lane: River Road/at terminus of River Road at Jack Smith Park	$50,059		0.15						
		Vailey Avenue Driveway Reconstruction	$6,386							1	
		Front Street Sidewalk, Curb & Gutter	$13,544						100		
Ontario	$2,455,073	Mission Boulevard Pavement Rehabilitation, Baker to Grove Ave.	$241,000	7.00		1.50					
		Mission Boulevard Pavement Rehabilitation, Milliken Ave. to 1500' East of Haven Ave.	$648,313	19.10		5.20					
		Mountain Avenue Pavement Rehabilitation, Holt Blvd. to Mission Blvd.	$275,400	12.00		1.60					
		Airport Drive Pavement Rehabilitation, Commerce Center Pkwy to Doubleday Avenue	$161,500	5.60		1.50					
		Haven Avenue Pavement Rehabilitation, Guasti Rd. to 750 L.F. North of I-10 Fwy	$473,749	13.60		3.30					
		San Antonio Avenue Pavement Rehabilitation, Phillips St. to Francis St.	$358,700	12.00		3.20					
		Archibald Avenue Pavement Rehabilitation: 60 Freeway to Mission Bld.	$296,411	12.00		11.20					
Rancho Cucamonga	$2,519,544	Victoria Park Lane Pavement Rehabilitation	$499,254	13.00	0.00	4.58					
		Base Line Road Pavement Rehabilitation	$358,508	10.00	0.00	3.18					
		Hillside Road Pavement Rehabilitation	$331,957	9.00	0.00	3.20					
		Vineyard Avenue Pavement Rehabilitation	$292,475	8.00	0.00	3.30					
		Banyan Street Pavement Rehabilitation	$232,447	6.00	0.00	1.62					
		Etiwanda Ave. Pavement Rehabilitation	$208,924	6.00	0.00	2.00					
		Rochester Ave. Pavement Rehabilitation	$210,684	6.00	0.00	2.00					
		Beryl Street Pavement Rehabilitation	$270,165	8.00	0.00	2.54					
		Hillside Road Pavement Rehabilitation	$115,131	8.00	0.00	1.64					
Redlands	$1,015,637	Orange Street and Redlands Blvd. Street Rehabilitation Project	$1,015,637	8.00							
Rialto	$1,417,889	Widening of Cactus Avenue from Foothill Blvd. to Etiwanda Ave.	$548,000	8.00	0.75	2.00		500			
		Citywide Bus Stop Enhancement (bus turnouts and shelters on Riverside Avenue)	$417,889	17.00							6
		Citywide Overlay Project	$452,000	22.00		9.00					

ATTACHMENT

LOCAL STIMULUS PROGRAM
FINAL REPORT
March 31, 2013

Agency	Stimulus Funds Available	Project Name	Amount Allocated to Project	JOBS CREATED	Approx. Lane Miles Added	Approx. Lane Miles Rehabilitated	Number of Signals Added	Approx. LF of Sidewalks Added	Approx. LF of Sidewalks Repaired	Roadway Safety Project	Number of Bus Shelters
San Bernardino	$2,898,703	40th Street Pavement Rehabilitation from Waterman Ave. to Valencia Avenue	$141,100	3.92	0.00	1.79					
		Rialto Ave. & Meridian Ave. Traffic Signal	$200,000	5.56	0.00	0.00	1	10	22		
		Medical Center Drive and Magnolia Avenue Traffic Signal	$200,000	5.56	0.00	0.02	1		56		
		Genevieve Pavement Rehabilitation from 34th Street to 38th Street	$160,000	4.44	0.00	0.93					
		Coulston St. Pavement Rehabilitation from Tippecanoe Ave. to Ferree St.	$91,500	2.54	0.00	0.50					
		Eureka St. Pavement Rehabilitation between Mountain Ave. & Del Rosa Ave.	$100,000	2.78	0.00	0.50					
		33rd Street Pavement Rehabilitation from "E" Street to "D" Street	$42,000	1.17	0.00	0.26					
		29th Street Pavement Rehabilitation between Lincoln Street & "H" Street	$119,000	3.31	0.00	0.47					
		Sun Valley Dr. Pavement Rehabilitation between 48th Street and Reservoir Dr.	$125,000	3.48	0.00	0.61					
		Sierra Way Pavement Rehabilitation from 4th Street to 9th Street	$234,000	6.51	0.00	2.56					
		Tippecanoe Ave. Pavement Rehabilitation from Base Line St. to Upper Warm Creek Channel	$65,000	1.81	0.00	0.19					
		Westbound SR-210 Waterman Ave. Exit Ramp & 30th Street - New Traffic Signal*	$350,000	9.73	0.00	0.00	1				
		I-10/Tippecanoe Interchange*	$1,071,103	29.78							
San Bernardino County - Rural	$2,050,000	Amboy Road	$215,458	40.00		9.30					
		National Trails Highway @ Amboy Rehabilitation	$381,490	34.00		5.41					
		ARRA Rural Allocation (Amboy Rd.)*	$1,200,000	33.36		0.00					
San Bernardino County - Urban	$3,769,705	Calabash Avenue Rehabilitation H14483	$598,499	16.64		0.82					
		Bloomington Ave. at Larch Ave. Signal installation	$515,000	14.32			1				
		Riverside Drive Rehabilitation	$204,705	5.69		1.05					
		Oak Glen Road South Rehabilitation H14356	$1,242,300	34.54		2.33					
		Ranchero Road Rehabilitation	$0	0.00							
		Bryant Street Rehabilitation	$411,253	12.80		1.25					
		Citrus Street 20 ADA ramps H14548	$160,000	4.60					2032		
		Live Oak Drive Rehabilitation TA1672	$891,000	30.00		1.65					
Twentynine Palms	$437,067	Mesquite Springs Rehabilitation Project	$437,067	27.00							
Upland	$1,063,679	Arrow Highway Pavement Rehabilitiation	$1,063,679	36.14	0.00	2.40			11400		
Victorville	$1,551,410	Roadway Rehabilitation (various locations)	$1,551,410	43.00	0.00	10.89					
Yucaipa	$727,458	Wildwood Canyon Road Street Improvement Project	$171,966	5.00	0.95						
		Yucaipa Blvd. Street improvement Project, 12th Street to 15th Street	$555,492	68.00	1.36						
Yucca Valley	$301,079	Camino del Cielo Traffic Signal and Raised Median Island Project	$301,079	28.00			1			1	
TOTALS	**$31,400,000**		**$31,400,000**	**1,197.21**	**10.72**	**221.00**	**6**	**2,957**	**19,407**	**5**	**6**

**** Projects to be completed and invoiced by June 2014***

estimated jobs by formula 872.92
actual jobs created 1,197.21

BRD1305d1-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: **11**

Date: May 1, 2013

Subject: Downtown San Bernardino Passenger Rail Project Construction Funding Plan

Recommendation:*

1. Approve The Downtown San Bernardino Passenger Rail Project Construction Phase Funding Plan identified in Table 1.

2. Authorize staff to replace Local Transportation Funds and/or State Transit Assistance Funds with State Local Partnership Program funds as necessary to maximize use of those funds in San Bernardino County.

Background: In January 2012, the San Bernardino Associated Governments (SANBAG) approved the Measure I Ten-Year Delivery Plan which outlines various projects to be developed using Measure I funds through Fiscal Year 2020. The Downtown San Bernardino Passenger Rail Project (DSBPRP) was included in the plan with a conceptual funding to carry the Project through final design, environmental clearance, right-of-way acquisition, and construction.

As the Project was further developed and as additional funding became available, certain funding sources were added which allowed funding from those sources to decrease. Specifically, in March 2013, SANBAG approved a total allocation of $10.92 million of Proposition 1B State-Local Partnership Program (SLPP) formula funds for the project.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

BRD1305a-cd

With the addition of SLPP funds, staff is recommending a decrease in the amount of Local Transportation Funds (LTF) and Measure I Senior and Disabled Transit Program funds as well as an increase in State Transit Assistance Funds (STAF) and Measure I Rail funds. LTF is one of the more flexible funding sources available for transit projects; therefore, utilization of the more restrictive funding sources such as Measure I Rail or volatile funding sources such as STAF on this large capital project provides SANBAG more flexibility in funding other transit needs in the Valley. The amount of Measure I Senior and Disabled funds was decreased to match the amount of eligible expenses on the Project. Table 1 summarizes the Measure I Ten-Year Delivery Plan construction funding plan and the proposed revised construction funding plan.

Table 1 – DSBPRP Construction Funding Plan (Dollars are in $1,000s)

Ten-Year Delivery Plan Construction Funding Plan									
LTF Valley	STA	Measure I Rail	Measure I S & D	PTMISEA	Prop 1B CTSGP	CMAQ	FTA 5307	Prop 1B SLPP	Total Cost
$17,602	$2,300	$9,499	$4,913	$5,000	$3,390	$10,306	$12,000		$65,010
Proposed Construction Funding Plan									
$10,123*	$5,367	$11,404	$2,565	$5,000	$3,696	$10,306	$12,000	$10,921	$66,347

**Includes costs related to Contract No. C12009 for construction management services for both the DSBPR and EMF.*

Work related to alternatives analysis planning, preliminary design, environmental clearance, final design, and construction management has been completed or is underway as part of previously Board approved contracts. In February 2010, SANBAG approved Contract No. C10079 with HDR Engineering to perform the project development tasks. In January 2012, SANBAG awarded Contract No. C12009 to Parsons Brinckerhoff to perform construction management services for both the Metrolink Eastern Maintenance Facility (EMF) expansion and the DSBPRP. In December 2012, SANBAG authorized the Executive Director to execute all necessary purchase and sale agreements and other documents necessary for the acquisition of properties needed for the construction of DSBPRP.

Staff is recommending approval of the proposed funding plan for the DSBPRP and authorization to modify the plan to maximize the use of SLPP funds in San Bernardino County.

The request for allocation of the SLPP funds is scheduled for the June 2013, California Transportation Commission meeting with construction scheduled to commence in fall 2013.

Financial Impact: This item has no financial impact on the Fiscal Year 2012/2013 budget. Funding for construction has been included in the proposed Fiscal Year 2013/2014 budget.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on April 18, 2013.

Responsible Staff: Casey Dailey, Transit Analyst

BRD1305a-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: 12

Date: May 1, 2013

Subject: Call for projects for the Federal Transit Administration Section 5316, Job Access Reverse Commute, and Section 5317 New Freedom Grant Programs

Recommendation:* Approve the issuance of Job Access Reverse Commute and New Freedom Grant Programs Call for Projects due to San Bernardino Associated Governments on June 3, 2013.

Background: The Job Access Reverse Commute (JARC) and New Freedom (NF) Programs are two formula programs administered by the Federal Transit Administration (FTA) and authorized under the provisions set forth in the former Federal Transportation Act, Safe, Accountable, Flexible and Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU). These provisions authorize the apportionment of JARC and NF funds to each large urban area and to the state (Caltrans) for small urban and rural areas. SAFETEA-LU also includes planning requirements for the JARC and NF programs by requiring projects funded through these programs "must be derived from a locally developed, coordinated public transit – human services transportation plan". Southern California Association of Government (SCAG) is the designated recipient for the funds apportioned to the San Bernardino Valley, and the Victor Valley Transportation Agency is the designated recipient for funds apportioned to the Victor Valley. San Bernardino Associated Governments (SANBAG) is responsible for the preparation of the

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.

BRD1305a-ns

Attachment: http://portal.sanbag.ca.gov/mgmt/committee/commuter/crtc2013/crtc1304/AgendaItems/BRD1305a1-ns.doc
http://portal.sanbag.ca.gov/mgmt/committee/commuter/crtc2013/crtc1304/AgendaItems/BRD1305a2-ns.docx
http://portal.sanbag.ca.gov/mgmt/committee/commuter/crtc2013/crtc1304/AgendaItems/BRD1305a3-ns.xls

coordinated plan and is responsible for ensuring that projects submitted for JARC and NF funds are addressing gaps and/or needs identified in the coordinated plan.

The JARC program was designed to assist persons of low income access transportation services for employment or employment related activities. The NF program was designed to provide services for persons with disabilities that go beyond what is required by the Americans with Disabilities Act (ADA) that were newly started on or before August 10, 2005, and to help ensure integration into the workforce and full participation in society. Both of these funding streams may be used for either operating or capital projects.

The last call for projects was completed in 2011, with three (3) years' worth of funding available at that time. This call for projects includes carryover funding from the prior call and includes funding from 2010, 2011, and 2012. The dollar amounts available for funding projects for the JARC program are $2,438,148 for the San Bernardino Valley and $532,076 for the Victor Valley. The dollar amounts available for New Freedom are $1,194,117 for the San Bernardino Valley and $159,947 for the Victor Valley. Projects may cover two (2) years of service and may be for either capital or operating expenses. A local match of 50% is required for operating projects and 20% for capital or capital-planning projects. In-kind match that conforms to Federal rules is allowable.

The current JARC/NF Specialized Transportation Call for Projects combined grant application instructions is included as Attachment A, Attachment B is the grant application and Attachment C is the project budget.

These dollar amounts are the remaining funds for these two (2) programs under SAFETEA-LU. With the passage of the new transportation act, Moving Ahead for Progress in the 21st Century (MAP-21), funding previously designated for JARC Section 5316 was included in the FTA Section 5307, Urbanized Area Formula Grant program and NF Section 5317 was included in a consolidated FTA Section 5310 Enhanced Mobility program. FTA has yet to give final ruling on how and if allocations should be made under the umbrella of JARC and NF in MAP-21. The next call for projects will be in 2015, if funding is still available.

Financial Impact: This item is consistent with the SANBAG Fiscal Year 2012/2013 budget, Task No. 0501, Federal/Transit Act Programming.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on April 18, 2013. This item has been reviewed by the Director of Fund Administration and Programming.

Responsible Staff: Nancy Strickert, Transit Analyst

BRD1305a-ns
Attachment: http://portal.sanbag.ca.gov/mgmt/committee/commuter/crtc2013/crtc1304/AgendaItems/BRD1305a1-ns.doc
http://portal.sanbag.ca.gov/mgmt/committee/commuter/crtc2013/crtc1304/AgendaItems/BRD1305a2-ns.docx
http://portal.sanbag.ca.gov/mgmt/committee/commuter/crtc2013/crtc1304/AgendaItems/BRD1305a3-ns.xls

ATTACHMENT A

2013 Combined Grant

APPLICATION INSTRUCTIONS

1. FTA Section 5316 Job Access & Reverse Commute Program [JARC]

2. FTA Section 5317 New Freedom Program [NF]

For Use by Agencies and Organizations in the Urbanized Areas of San Bernardino County

I.	**Program Overview**	**3**
II.	**Funding/Eligibility/Program Requirements**	**7**
III.	**Project Evaluation and Scoring Criteria**	**10**
IV.	**Grant Application Procedures**	**13**
V.	**Applicant Checklist**	**14**

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I. PROGRAM OVERVIEW

This offering invites proposals for funding available through two Federal SAFETEA-LU. Each of these programs are summarized below.

Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users

On August 10, 2005, the President signed into law the Safe, Accountable, Flexible, and Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU). SAFETEA-LU continues a strong fundamental core formula program emphasis coupled with targeted investment, featuring Safety, Equity, Innovative Finance, Congestion Relief, Mobility and Productivity, Efficiency, Environmental Stewardship, and Environmental Streamlining.

The Job Access & Reverse Commute (JARC) and New Freedom (NF) Programs are authorized under the provisions set forth in SAFETEA-LU. These provisions authorize the U.S. Secretary of Transportation to apportion funds to each state for grants to these programs. SAFETEA-LU also includes new planning requirements for the JARC and NF Programs, requiring that projects funded through these programs "must be derived from a locally developed, coordinated public transit-human services transportation plan."

FTA SECTION 5316 JARC PROGRAM GOALS

The JARC program goal is to improve access to transportation services to employment and employment related activities for welfare recipients and eligible low-income individuals and to transport residents of urbanized areas and non-urbanized areas to suburban employment opportunities. Towards this goal, FTA provides financial assistance for transportation services planned, designed, and carried out to meet the transportation needs of eligible low-income individuals in all areas. Another goal is to implement coordination of federally assisted programs and services in order to make the most efficient use of federal resources.

FTA ELIGIBLE LOW-INCOME INDIVIDUAL — The term 'eligible low-income individual' means an individual whose family income is at or below 150 percent of the poverty line (as that term is defined in section 673(2) of the Community Services Block Grant Act (42 U.S.C. § 9902(2)), including any revisions required by that section) for a family of the size involved.

Notably, FTA's Section 5316 JARC program has been discontinued under the new public transportation funding authorizations of MAP-21. Transportation projects that serve persons of low-income will fall under FTA's Section 5307 formula grant program. Guidelines and availability of these funds are undetermined at this time.

FTA SECTION 5317 NF PROGRAM GOALS

The NF program goal is to provide new public transportation services to overcome existing barriers facing Americans with disabilities seeking integration into the workforce and full participation into society. Lack of adequate transportation is a primary barrier to work for individuals with disabilities. NF also seeks to expand the transportation mobility options available to persons with disabilities beyond requirements of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.). The definition of "new service" is any service or activity that was not implemented or operational before August 10, 2005.

FTA's Section 5317 New Freedom program has been absorbed into the Section 5310 program under the new public transportation funding authorizations of MAP-21. Funding for transportation projects that serve persons with disabilities is expected to continue under this new authorization. Guidelines and availability of these funds are undetermined at this time.

The current Federal poverty guidelines for 2013 are as follows:

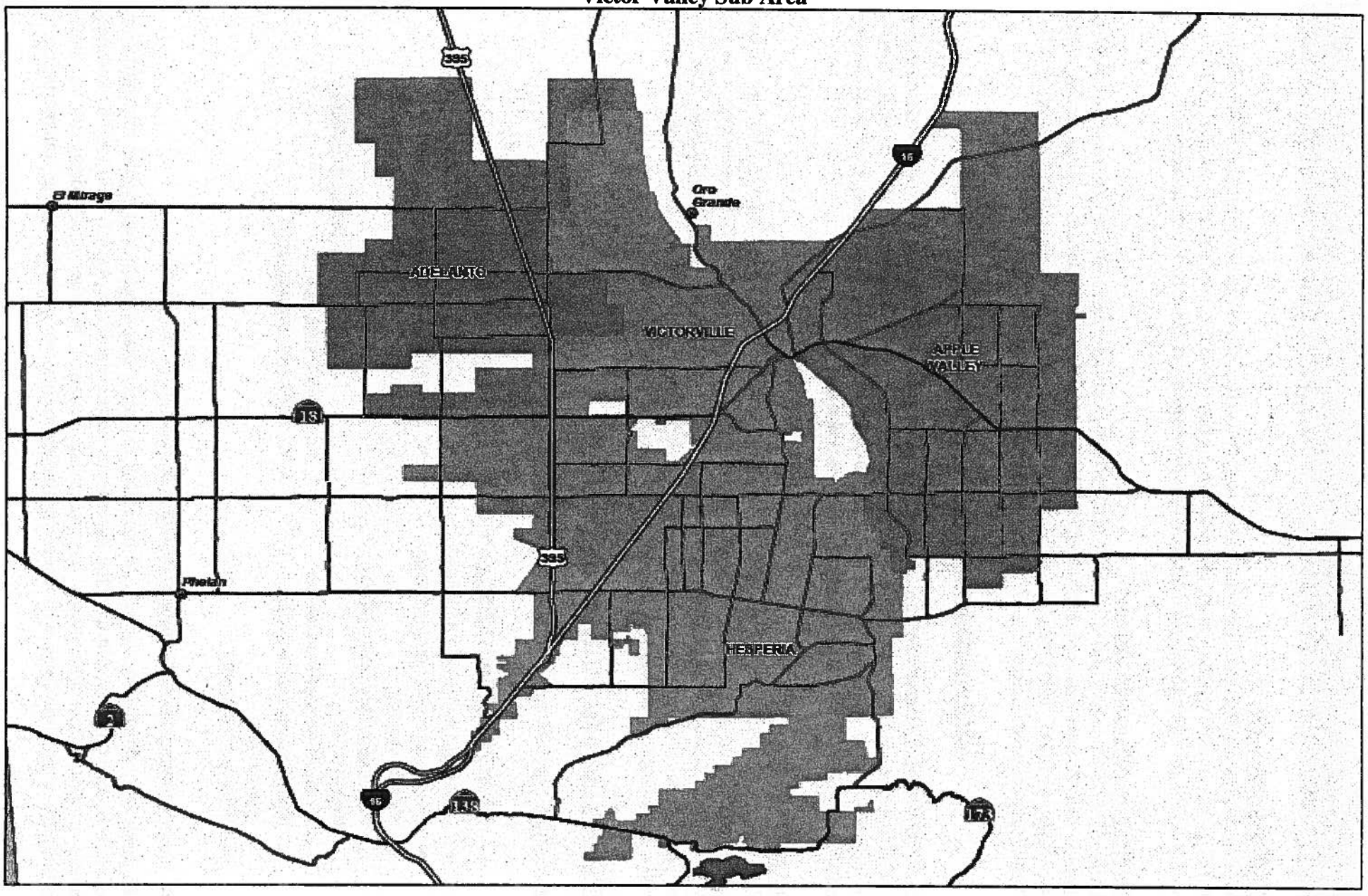
2013 Poverty Guidelines for the 48 Contiguous States and the District of Columbia		
Persons in family/household	**Poverty guideline**	**JARC guideline - 150% of Federal poverty guideline**
1	$11,490	$17,235
2	$15,510	$23,265
3	$19,530	$29,295
4	$23,550	$35,325
5	$27,570	$41,355
6	$31,590	$47,385
7	$35,610	$53,415
8	$39,630	$59,445
For families/households with more than 8 persons,		
add $4,020 for each additional person.		

The San Bernardino Associated Governments is only responsible for administering the JARC and New Freedom programs for the urbanized areas of San Bernardino County. Please see the following maps to identify the county's apportionment areas, which include the large urbanized areas of the San Bernardino Valley and Victor Valley.

(See http://www.dot.ca.gov/hq/MassTrans/5316.html and http://www.dot.ca.gov/hq/MassTrans/5317.html for additional information on the large urban JARC and New Freedom grant programs). These are the only two areas of San Bernardino County that can be funded through this call.

San Bernardino Valley Subarea

Victor Valley Sub Area



II. FUNDING/ELIGIBILITY/PROGRAM REQUIREMENTS

A. Eligible Applicants:

Applicants may include state or local governmental bodies, Metropolitan Planning Organizations (MPOs), Regional Transportation Planning Agencies (RTPAs), social services agencies, tribal governments, private and public transportation operators, and non-profit organizations.

B. Eligible Use of Program Funds:

SAFETEA-LU requires that all JARC and NF projects selected for funding ***must be derived from a locally developed Coordinated Public Transit-Human Services Transportation Plan*** (Coordinated Plan). The Coordinated Plan documents -- 2007 Coordinated Plan and the 2011 Plan Update for San Bernardino County -- are available online at:

http://www.sanbag.ca.gov/planning/subr_public-transit.html

The 2007 *Public Transit-Human Services Coordinated Plan* for San Bernardino County and 2011 *Coordinated Plan Update* identify existing services, unmet needs and service gaps, as well as priority goals and strategies by which to meet these needs on behalf of low-income individuals, individuals with disabilities and older adults.

C. Multi-Year Funding:

This call for projects covers two funding years: FFY 2013-14 and FFY 2014-15 but applicants may request up to three years of funding per project. Projects approved for multi-year funding will require quarterly application updates to ensure compliance with the original approved project scope. Funding commitments in the second and third years are not guaranteed and are based on available funding to be granted at the discretion of SANBAG.

D. Eligible Activities for JARC and NF Projects:

Eligible JARC projects include, but are not limited to:

JARC Operating Activities

- Late night and weekend service
- Guaranteed ride home service
- Shuttle service
- Expanded fixed-route public transit routes
- Demand-responsive service
- Ridesharing and carpooling activities
- Voucher programs

JARC Capital Activities

- Intelligent Transportation Systems (ITS)
- Promotion of operating activities
- Vehicles

JARC Other Capital Activities

- Travel training
- Mobility management

Note: JARC funding cannot be used to purchase public transit bus passes.

NF funds are available for capital and operating expenses that support ***new*** public transportation services beyond those required by the Americans with Disabilities Act of 1990 (ADA) and ***new*** public transportation alternatives beyond those required by the ADA designed to assist individuals with disabilities with accessing transportation services, including transportation to

and from jobs and employment support services. The definition of "*new service*" is any service or activity that was not implemented or operational before August 10, 2005.

Eligible activities include, but are not limited to:

New Freedom Operating Activities

- Expansion of paratransit service beyond the minimum requirements of ADA
- Expansion of hours for paratransit service
- Enhancement of services
- Voucher programs
- Volunteer driver programs

New Freedom Capital-Other Activities *

- Travel training
- Mobility management activities

****NOTE: Capital equipment is eligible for NF funding however, for this Call and due to limited NF funding, vehicle and vehicle-related equipment purchases are encouraged to utilize the Elderly & Disabled Specialized Transit Program (FTA Section 5310)/New Freedom Programs.***

Note: NF funding cannot be used to purchase public transit bus passes.

SAFETEA-LU allows projects considered as "mobility management" eligible as a capital expense under the JARC and New Freedom Programs. Additional information regarding the JARC and New Freedom programs can be found at:

http://www.fta.dot.gov/grants/13093.html

E. Performance Measures & Monitoring:

The following Federal indicators are used to measure project effectiveness. Applicant agencies are strongly encouraged to propose additional measures by which to monitor and report project effectiveness.

1. JARC Program

- Actual or estimated number of jobs that can be accessed as a result of geographic coverage of JARC projects implemented on the current reported year.
- Actual or estimated number of trips (as measured by one-way trips) provided as a result of the JARC projects implemented in the current reporting year.

2. NF Program

- Increase or enhancements related to geographic coverage, service quality and or service times that impact availability of transportation services for individuals with disabilities as a result of the New Freedom projects implemented in the current reporting year.
- Additions or changes to environmental infrastructure (e.g. transportation facilities, sidewalks, etc.), technology, and vehicles that impact availability of transportation services as a result of the New Freedom projects implemented in the current reporting year.
- Actual or estimated number of trips (measured by one-way trips) provided for individuals with disabilities as a result of the New Freedom projects implemented in the current reporting year.

3. **Consumer Survey**
A consumer-oriented survey activity is required at least once annually during the funded project term. This survey must collect demographic data, trip purpose, and satisfaction level. A detailed list of survey requirements will be included in the final contracts for successful applicants.

4. **Semi-annual Meetings –**
Between once and twice annually, and possibly in conjunction with regular PASTACC meetings {SANBAG's advisory group, the Public and Specialized Transportation Advisory and Coordination Council), recipients of funding under these programs will be required to participate in grantee meetings arranged by SANBAG. These meetings will be conducted for the purposes of encouraging and facilitating coordination between transportation programs, improving the efficiency and effectiveness of services being operated, continuing to identify gaps between services and needs for additional services and general transportation provider capacity-building.

G. Maximum/Minimum Grant Award Amounts per Project/Per Year:
SANBAG is not specifying minimum or maximum grant amounts considered under this application cycle for JARC or New Freedom. Applicants are encouraged to review Table 1 below for annual estimated dollars available. The amounts requested must be appropriate to the nature of the proposed project, the benefits to be achieved and the overall cost-effectiveness of the project. Applicants should be mindful of the overall funding availability and size their projects responsibly. SANBAG reserves the right to identify and make available alternative funding types, from what is proposed or to negotiate final funding levels.

Table 1 below shows the estimated annual funding levels by fund source, to assist applicants in developing a scale to their project appropriate to the level of funding available to the county as a whole.

Table 1
Available Total Funding by County Subarea

	Available Funding			
Source:	Year	San Bernardino Valley	Victor Valley	TOTAL
JARC		$ 2,304,769	$532,076	$2,836,845
New Freedom		$ 1,199,056	$159,947	$1,359,003
GRAND TOTAL		**$3,503,825**	**$692,023**	**$4,195,848**

H. Cost Sharing/Match Requirement:

Table 2 below summarizes key information for local match requirements for each funding source and by type of request.

1. **Job Access and Reverse Commute (JARC) Projects, Section 5316** funds can be used to support up to 80 percent of capital projects including mobility management and travel training, but not more than 50 percent (50/50 match) of projects for operating assistance.

2. **New Freedom (NF) Projects, Section 5317** funds can be used to support up to 80 percent of capital projects including mobility management and travel training, but not more than 50 percent (50/50 match) of projects for operating assistance.

The U.S. Department of Transportation (USDOT) program funds cannot be used as a source of local match for other FTA programs, even when used to contract for service. However, some examples of allowable sources for local cash match for JARC and/or NF Programs are dedicated tax revenues, paid staff time, private donations, revenue from human service contracts, and net income generated from advertising and concessions. Matching share requirements are flexible to encourage coordination with other federal programs that may provide transportation, such as Health and Human Services or Agriculture. Volunteer services or other in-kind contributions are examples of non-cash share. These contributions are eligible to be counted toward the local match as long as the value of each is documented and supported, represents a cost that would otherwise be eligible under the program, and is included in the total project cost in the project budget. In either case, the cost of providing the contract service is included in the total project cost. Table 2 below summarizes these match requirements.

Table 2
JARC and New Freedom Program Local Match Requirements

	Federal JARC or NF Share of Total Project	Local Match Share of Total Project
Operations Projects **Directly-operated projects, including van pool, rideshare or voucher, mileage reimbursement and volunteer driver projects**	**50%**	**50%**
Capital Projects **Vehicles, vehicle-related and technology projects**	**80%**	**20%**
Capital/Planning Projects **Mobility management and travel training projects**	**80%**	**20%**

III. PROJECT EVALUATION AND SCORING CRITERIA

Given the current constrained funding environment, the 2013 Call is focused on the ability of agencies and organizations to provide service to low income, disadvantaged and disabled/elderly populations that cannot currently be served by the existing transportation network. Preference will be given during the project evaluation phase to those agencies that seek out ways to coordinate with the existing transportation network and can demonstrate ability to properly administer the funds in a cost effective manner while providing service to the target populations.

Specifically, the following criteria will be used to evaluate projects:

1. An important focus of this Call continues to be the provision of trips, as these can be most clearly documented and concretely demonstrated by filling existing service gaps. Additionally, the cost per trip, the agency's ability to exercise sufficient financial control, and their ability to meet program reporting standards will be important factors in the project evaluation process.
2. If agency transportation services are proposed, the applicant must demonstrate why the proposed services cannot be provided by existing public transportation.
3. Prospective applicants must show how the service proposed ***does not duplicate*** existing public transit services within the project's service area, again demonstrating why their target population cannot use what is available. Applicants also need to demonstrate how their proposed service is coordinated with the existing transportation network; to the extent this is feasible for their target population group.
4. All projects must be derived from the Coordinated Plan, addressing the gaps in service identified by San Bernardino County's 2007 Plan and 2011 Update.
5. Applicants need to identify how they intend to coordinate and increase connectivity with other "like" services funded under this Call for Projects or to services provided by the public operators: fixed route or Dial-A-Ride services.
6. Modest support for capital can be continued, but it is noted that for at least the disabled/elderly populations, the Section 5310 program exists and is an alternative funding sources for such projects.
7. Prospective applicants are encouraged to review funding available (see Table 1) in determining the size of their respective grant request. SANBAG does anticipate making some number of awards to stretch funding to address as many gap areas and target population needs as may be possible. Large funding requests, if approved for funding, may not be fully funded. Smaller projects are encouraged to apply as long as agencies are able to comply with the Federal requirements of the funding programs.

Coordination Plan criteria will be considered in relation to the following elements by section:

Section I – Agency profile and Transmittal Letter (10 points)

- Transmittal letter must be filled out completely, must accurately include requested target population, trip data and funding request information.

Section II – Organizational Capabilities (10 points)

- Proposing agencies will be scored on their ability to perform the tasks set forth in the proposed project. Applicant must identify key personnel assigned to this project and their qualifications, including resumes and certifications as supporting documentation. Applicants must demonstrate their institutional capability to carry out the service delivery aspect of the proposed project.

Section III – Proposed Project (45 points)

- Proposed projects must identify and address target population(s) transportation needs, and specifically in relation to JARC and New Freedom Program Goals and Objectives.

- Applicant agencies must demonstrate consistency with funding source program goals and objectives, as listed in the program goals on pages 2 and 3.

- Applicant agencies must demonstrate how project activities directly address transportation gaps and/or barriers identified through the San Bernardino County Public Transit-Human Services Coordination Plan (2007, 2011 update), (Indicate the section/page number in the Coordinated Plan) and demonstrate why existing transportation services are not sufficient or cannot be utilized to meet identified target population needs.

- For Operations projects, the applicant must provide a well-defined operations plan that may include definition of services, or with defined routes, schedules, current/projected ridership, key personnel, and marketing strategies with supporting documentation for carrying out the project.

  For Voucher programs/mileage reimbursement or travel training programs, the applicant must provide an implementation plan identifying target populations, project tasks, timeframes, benchmarks, key milestones, key personnel and deliverables.

  For Capital projects and for Mobility Management projects, the applicant must provide an implementation plan that includes project tasks, timeframes, key milestones, key personnel, deliverables and estimated completion date with supporting documentation. Identify the Mobility Manager's goals and purposes, the particular constituencies with whom the Mobility Manager will interact, and how the Mobility Manager will stay current with available public transit services.

- Applicant identifies clear measurable outcome-based performance measures and indicators to track the effectiveness of the project. Applicant states the number of persons to be served, trip purpose(s), and the number of trips. Additional measurable units of service can also be used. Applicant must describe the outcome (impact) that the project will have on low-income (JARC), individuals with disabilities (New Freedom), and/or seniors.

- Proposed project is consistent with the SANBAG's priority of projects, as described in the 2007 Coordinated Plan and 2011 Coordinated Plan Update, both available on SANBAG's website, below the Planning tab at:

http://www.sanbag.ca.gov/planning/subr_public-transit.html

Section IV – Coordination (10 points)

- Project should be consistent with the direction of the Coordinated Plan vision, and goal statements for San Bernardino County. The applicant must demonstrate sufficient and appropriate coordination among and/or between public transit and human services agencies and organizations.

- Applicant should include letters of support/intent from the relevant public transit and/or human service agency/organization regarding the level of coordination.

- Applicant must detail efforts to participate in emergency planning activities with the County Office of Emergency Services and include supporting documentation.

Section V –Proposed Budget (15 points)

- Applicants must submit a clearly defined project budget for the two-year period on the form provided, indicating anticipated project expenditures and revenues, including documentation of matching funds.

- Applicants should provide any additional detail related to the project budget that helps reviewers understand the nature of the match, fund sources utilized in making the match, and/or in-kind match that may be identified in the budget and a copy of the agency's last program budget.

- Applicant must provide the cost per unit of service delivered for past and current transportation programs as well as the proposed project. Applicant must submit a copy of the most recently completed agency/organization financial audit.

Section VI – Supporting Documentation (10 points)

- Applicant must include requested supporting documentation to assure proposing agency has solid policies and procedures in place to adhere to the regulations of Federal DOT funding. Applicant must explain why any requested documentation does not apply to this project.

IV. GRANT APPLICATION PROCEDURES

ALL APPLICATIONS DUE to SANBAG:
Monday, June 3rd, 2013
Must be received by 4:00 pm.

SEVEN (6) copies of each application must be submitted, including one electronic version in MS Word, one signed original and four (4) copies. These must be submitted to and received by SANBAG no later than 4pm. Faxes will not be accepted. The electronic version can be emailed to nstrickert@sanbag.ca.gov but if the accompanying paper documents are not received by the date and time identified below, this email submittal alone will not constitute on-time submittal.

Applications must be submitted to:

San Bernardino Associated Governments
1170 W. Third Street, Second Floor
San Bernardino, CA 92410
ATTN: Nancy Strickert

The information in submitted applications will become a matter of public record following completion of the evaluation and award process. Therefore, any information contained in an application that is deemed as proprietary, privileged or confidential by the applicant agency or organization must be clearly marked "Confidential."

PROJECT DEVELOPMENT WORKSHOP

A pre-application workshop will be held for agencies to learn more about the application process, the selection process, and to ask any questions about the programs or prospective projects, held:

San Bernardino Associated Governments, Superchief Room,
1170 W. Third St, 2nd Floor, San Bernardino, CA 92410
Tuesday, May 7th 2013, at 11 o'clock a.m. *immediately following the May PASTACC Meeting*

Please RSVP to Nancy Strickert at nstrickert@sanbag.ca.gov no later than **May 3rd, 2013**
Nancy Strickert (909) 884-8276 or Heather Menninger or Dennis Brooks at (951) 784-1333.

V. APPLICANT CHECKLIST

Applicants should use this checklist to ensure that **all applicable** parts of the application are completed and submitted. Incomplete applications may be disqualified from further consideration.

PROPOSED PROJECT (To be completed by ALL applicants)

		Page
ITEM I.	AGENCY PROFILE – PROJECT SUMMARY	3
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ITEM IV.	COORDINATION STATEMENT	7
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AGENCY CERTIFICATIONS AND ASSURANCES

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Governments SANBAG Working Together

2013 Specialized Transportation Combined Call for Projects

APPLICATION FORM

1. **FTA Section 5316 Job Access & Reverse Commute Program [JARC]**
2. **FTA Section 5317 New Freedom Program [NF]**

For Use by Agencies and Organizations in the Urbanized Areas of San Bernardino County

Project Name		
Agency (Applicant) Name		
Address		
City	☐ San Bernardino Valley ☐ Victor Valley	Zip
Contact Person		
Phone	Fax	E-Mail Address
Other Partner Agencies on This Grant Proposal		

Available in alternate formats by request to:

San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715
(909) 884-8276

DUE TO SANBAG Monday, June 3rd, 2013. Must be received no later than 4:00 pm.

APPLICANT CHECKLIST

Applicants should use this checklist to ensure that **all applicable** parts of the application are completed and submitted. Incomplete applications may be disqualified from further consideration.

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I. AGENCY PROFILE – PROJECT SUMMARY

A. Applicant/ Lead Agency Information:

Legal Name:

Address:

City/State/Zip:

Contact Person: (Staff that handles day-to-day activities of the grant program)

E-mail:

Phone: | Fax Number:

B. Project Title:

C. Project Area To Be Served:

☐ San Bernardino Valley ☐ Victor Valley

D. Project Type (check ALL that apply to THIS project):

☐ Operating ☐ Capital ☐ Mobility Management/ Travel Training

E. Target Population Information (***unique persons*** - count each individual **only once** to represent the number of individuals your program is likely to serve annually):

Estimated Persons	Year 1	Year 2
Number of eligible low-income persons:		
Number of persons with disabilities:		
Number of seniors:		
Number of other persons, not included above Description: _____		
Total persons likely to be served: *(sum of lines above)*		
Number of military servicemen or veterans: *(of the total persons likely to be served above)*		

F. Passenger Trips: (a ***one-way trip*** is counted as each time an individual boards a vehicle)	Year 1	Year 2
Number of one-way passenger trips:		

G. Funding Request:	Year 1	Year 2
Amount of JARC Operations Request	$	$
Amount of JARC Capital Request	$	$
Amount of NF Operations Request	$	$
Amount of NF Capital Request	$	$
Total Local Match for Project	$	$
PROJECT TOTAL (Grant + Match)	**$**	**$**

II. ORGANIZATIONAL CAPABILITIES

A. Briefly describe your agency's purpose and services. *Supporting documentation must be attached (e.g., agency brochure and any other explanatory information considered important by the applicant).* This section should include at least the following agency details:

1. Years of operation

2. Agency Mission

3. Description of agency and available programs

4. Size of agency:
   - # of total employees and # of employees working on this project
   - # of total vehicles available for transportation and # of vehicles available for this project
   - Description of agency facilities including physical size

5. How does proposed service fit within the mission of the agency

6. Administration capabilities
   - Microsoft Excel proficiency (staff member that is capable of working with Excel files and will complete monthly invoice and reporting procedures)
   - Project staff member resumes

B. Please describe the target population groups that the proposed project will serve (low-income individuals, individuals with disabilities or seniors) and how the persons to be served are determined eligible for your program. Also indicate what percent of total passenger trips or units of service to be provided will be attributed to a given population group.

C. Briefly detail the geographic area(s) that is currently served and the geographic area(s) that will be served by the proposed project. *Supporting documentation and an 8-1/2" x 11" map of the service area must be attached.*

III. PROPOSED PROJECT NARRATIVE

Please provide the following details about your proposed project.

To tie your application to the 2007 Coordinated Plan for San Bernardino County and the 2011 Coordinated Plan Update, we suggest you read the *2011 Updated Public Transit-Human Services Transportation Coordination Plan* and of the 2007 document *Chapter 8 Victor Valley or Chapter 9 San Bernardino Valley.* These can be found at http://www.sanbag.ca.gov/planning/subr_public-transit.html. Successful grant application requests must tie the proposed project(s) to the goal, objective and/or strategy that the project will specifically address.

A. Please provide a narrative to describe the project. Refer to the Project Evaluation and Scoring Criteria on Pages 10-12 of the Application Instructions for additional guidance on each of the questions. Each numbered response will be individually reviewed and scored for clarity, completeness and accuracy and this should be considered in order to ensure receiving the maximum allowable points per question.

B. Briefly describe how your proposed project is consistent with the goals and objectives of either the JARC or New Freedom grant programs as listed on Pages 6 and 7 of the Application Instructions.

Specify how your project addresses the gap(s) and/or barrier(s) identified through the 2007 Coordinated Plan and/or 2011 Plan Update. Indicate the relevant section/page number in the Coordinated Plan document.

Also describe:

1. The existing transportation service options in the proposed service area
2. Why the existing transportation services cannot be utilized by the target population you propose to serve.

C. For Operating projects, describe your operational implementation plan that includes defined routes, schedules, current and projected ridership, key personnel, and marketing strategies; **and/or** for Capital and Mobility Management projects, describe your implementation plan that includes project tasks, benchmarks, key personnel, and deliverables.

1. Detail the outreach activities your agency will undertake to connect existing and new consumers to the proposed project.
2. Describe how you will promote public awareness of the project and how you will keep stakeholders involved and informed throughout the project.
3. Complete the project time line and milestones table on the following page.

(Use as many rows as necessary to adequately identify your project's milestones)

Proposed Project Milestones	Estimated Date of Completion
1.	
2.	
3.	
4.	

5. Identify the performance indicators you will use to track the effectiveness of your proposed project. Identify the quantitative goals your program proposes to meet.

Based upon the performance objectives and outcomes you identify, describe your methodologies and procedures for ongoing monitoring and evaluation of the project or service. Applicants should address, if applicable, past program goals set and past actual performance in meeting those goals. Applicant must describe the outcome (impact) that the project will have on low-income (JARC), individuals with disabilities (New Freedom), and/or seniors. Complete the following table showing those indicators appropriate to your project.

Performance Indicators	Goal - Year 1	Goal - Year 2
# of one-way passenger trips provided to:		
Seniors		
Disabled		
Low-income		
Others *(specify):*		
Total One-Way Passenger Trips: *(sum of lines above)*		
Of the Total One-Way Passenger Trips above, how many trips will be provided to: Military Servicemen, Veterans and their families		
OTHER MEASURES (identify as appropriate or propose alternative, quantitative measures)		
# of vouchers distributed		
# of persons receiving vouchers		
# of miles to be reimbursed		
# of mobility manager/training agency contacts		
# of mobility manager consumer contacts		
# of "other" units of service (describe):		
# of "other" units of service (describe):		

IV. COORDINATION STATEMENT

A. Identify key stakeholders involved in the project at its outset. Identify potential future partners and methods of obtaining their participation in the project. List may include, but not be limited to, Health and Human Services Agencies, public/private sector, non-profit agencies, transportation providers, and members of the public representing low-income (JARC) and individuals with disabilities (New Freedom) and from public transit agencies. Explain how this proposed project will make the effort to connect to other existing transit and transportation programs. Attach letters of support from stakeholders appropriate to this grant application (can be referenced here and included as an appendix).

B. Describe the emergency planning and drill activities within your agency and in cooperation with the county.

1. Provide proof that your agency is included in the response plan with the County Office of Emergency Services.
2. Indicate the drill(s) you have participated in, or are scheduled to participate in.

Emergency Services Contact:

San Bernardino County Fire Department Office of Emergency Services

1743 Miro Way
Rialto, California 92376
Ph: 909.356.3998
Fax: 909.356.3965

V. PROPOSED PROJECT BUDGET

A. The budget to be submitted is for the project being proposed for funding through this application, not the entire budget for your agency or organization. Applicants are requested to provide additional detail where appropriate to facilitate the understanding and review of your application. Electronic versions of the budget form on the following page are available to all applicants by accessing the following link, posted on SANBAG's home page: www.sanbag.ca.gov

B. Local match - Specify the source(s) (e.g., private donations, revenue from other agency programs, grants, contract service revenues) and amount(s) of the local share portion of the total project cost. Do not identify the source as simply a bank account or an agency fund. For instance, if funds are obtained from revenue generated from other agency programs, identify their source (e.g., "Reimbursements minus program expenses from Senior Service Programs"). All of the local match must be provided from sources other than federal funds, except where the specific legislative language of a federal program permits its funds to be used to match other federal funds. If you are proposing to use federal funds as your local match, please list the specific section of the Act that authorizes their use for this purpose.

Specific program information for other types of federal funding is available at: **www.unitedweride.gov**

C. If you are an existing transportation program funded under the prior Call, provide a copy of your agency's current transportation program budget from the last fiscal year. Also identify:

1) the cost per trip/cost per unit of service for both the proposed project and for your current transportation program.

2) the cost per person served for both the proposed project and for your current transportation program.

D. Please submit a copy of the most recently completed agency/organization financial audit (may be referenced here and included as an appendix to the overall application).

***Please use the excel form to complete your proposed budget. The form can be found at www.sanbag.ca.gov.**

PROPOSED PROJECT BUDGET FORM

Governments SANBAG Working Together

Agency Name: _____

Project Title: _____

EXPENSES	Position % Time	Year 1	Year 2	Year 3
Salaries by Position (include benefits):				
(Example: drivers, scheduler, trainer etc.)				
A.		$ -	$ -	$ -
B.		$ -	$ -	$ -
C.		$ -	$ -	$ -
D.		$ -	$ -	$ -
E.		$ -	$ -	$ -
F.		$ -	$ -	$ -
G.		$ -	$ -	$ -
Total Salaries & Benefits		$ -	$ -	$ -
Non-Personnel Expenses:				
(Example: fuel, rent, insurance, utilities etc.)		$ -	$ -	$ -
A.		$ -	$ -	$ -
B.		$ -	$ -	$ -
C.		$ -	$ -	$ -
D.		$ -	$ -	$ -
E.		$ -	$ -	$ -
F.		$ -	$ -	$ -
G.		$ -	$ -	$ -
H.		$ -	$ -	$ -
I.		$ -	$ -	$ -
J.		$ -	$ -	$ -
K.		$ -	$ -	$ -
L.		$ -	$ -	$ -
M.		$ -	$ -	$ -
Total Non-Personnel Expenses		$ -	$ -	$ -
TOTAL PROJECT EXPENSES		$ -	$ -	$ -
REVENUES				
Agency Match (Cash) Grant Revenues (not JARC or New Freedom):				
Paid Staff Salaries by Position (include benefits):				
A.		$ -	$ -	$ -
B.		$ -	$ -	$ -
C.		$ -	$ -	$ -
Non-Personnel Cash Match:		$ -	$ -	$ -
A.		$ -	$ -	$ -
B.		$ -	$ -	$ -
C.		$ -	$ -	$ -
D.		$ -	$ -	$ -
Total Cash Match		$ -	$ -	$ -
Agency Match (In-Kind)	Position % Time			
A.		$ -	$ -	$ -
B.		$ -	$ -	$ -
C.		$ -	$ -	$ -
Total In-Kind Match		$ -	$ -	$ -
Federal JARC Request		$ -	$ -	$ -
Federal New Freedom Request		$ -	$ -	$ -
TOTAL REVENUES		$ -	$ -	$ -

Agency Name: _____
Project Title: _____

Governments SANBAG Working Together

	YEAR ONE	YEAR TWO	YEAR THREE
FTA JARC Request Amount:	$ -	$ -	$ -
FTA New Freedom Request Amount:	$ -	$ -	$ -
Agency Match Amount:	$ -	$ -	$ -
TOTAL	$ -	$ -	$ -

VI. SUPPORTING DOCUMENTATION

To assure that proposing agencies have solid policies and procedures in place to adhere to the guidelines and regulations attached to Federal DOT funding, agencies must provide the following supporting documentation where applicable. Agencies must indicate why any of the following items do not apply to their agency or the proposed project.

1. Vehicle maintenance records
2. CHP inspection form for vehicles that carry more than 10 passengers
3. Pre/Post trip vehicle inspection forms
4. Driver training certifications
5. Sensitivity training certifications
6. Drug testing certifications
   - Written drug and alcohol policy
   - Types of substances tested for
   - Frequency of drug and alcohol testing
7. Safety and risk management practices
8. Insurance – face sheet of vehicle insurance policy
9. Agency based disaster drills and exercises (disaster preparedness)

VII. PRIVATE NON-PROFIT AGENCY INQUIRY & CERTIFICATION

NOTE: REQUIRED ONLY FOR APPLICATIONS REQUESTING JARC/ NEW FREEDOM FUNDING

Applicant Eligibility:

If you are claiming eligibility as an FTA Sections 5316 or 5317 applicant based on your status as a private nonprofit organization, you must obtain verification of your incorporation number and current legal standing from the California Secretary of State Information Retrieval/Certification & Records Unit (IRC Unit). The "Status Inquiry" document must be attached as an appendix to the application. To assist you in obtaining this information, use one of these two methods:

A. To obtain Corporate Records Information over the Internet, go to: http://kepler.sos.ca.gov/ and enter your agency name. If you are active, print the page and use that as proof. If the verification of your status is not available at the time you submit your application, you must indicate the date on which you requested the verification and the estimated date it will be forwarded to SANBAG.

B. If you are unable to locate the information on line, you can obtain the "Status Inquiry" document by making a written request to:

Secretary of State
Information Retrieval/Certification Unit (IRC)
1500 11th Street, 3rd Floor, Sacramento, CA 95814.

Do not submit articles of incorporation, by-laws or tax status documentation.

Private Non-profits
Name of Non-profit Applicant:
State of California Articles of Incorporation No.:
Date of Incorporation:

VIII. GENERAL CERTIFICATIONS AND ASSURANCES

NOTE: REQUIRED ONLY FOR APPLICATIONS REQUESTING JARC/NEW FREEDOM FUNDING

The original of the "General Certifications and Assurances" should be signed and dated in blue ink. Use the legal name of your agency exactly as it appears on your Status Inquiry form. If you are a public entity, attach an authorizing resolution, designating a person authorized to sign on behalf of the agency, as an Appendix to the application.

Name of Applicant:		
Address:		
Contact Person:	Work Phone	Work Fax

a. The applicant assures that no person, on the grounds of race, color, creed, national origin, sex, age, or disability shall be excluded from participating in, or denied the benefits of, or be subject to discrimination under any project, program, or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the applicant receives Federal assistance funded by the Federal Transit Administration (FTA).
b. The applicant assures that it shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability and that it shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age.
c. The applicant certifies that it will conduct any program or operate any facility that receives or benefits from Federal financial assistance administered by FTA in compliance with all applicable requirements imposed by or pursuant to 49 CFR Part 27, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance" and the Americans with Disabilities Act of 1990, as amended, at 49 CFR Parts 27, 37, & 38.
d. The applicant assures that it will comply with the Federal statutes, regulations, executive orders, and administrative requirements, which relate to applications made to and grants received from FTA. The applicant acknowledges receipt and awareness of the list of such statutes, regulations, executive orders, and administrative requirements that is provided as references in FTA Circular 9070.1F - "Elderly Individuals and Individuals with Disabilities Program Guidance and Application Instructions, dated May 1, 2007."
e. The applicant certifies that the contracting and procurement procedures that are in effect and will be used by the applicant for Section 5310 equipment are in accordance and comply with the significant aspects of FTA Circular 4220.1E, "Third Party Contracting Guidelines."
f. The applicant certifies that any proposed project for the acquisition of or investment in rolling stock is in conformance with FTA rolling stock guidelines.
g. The applicant certifies that it will comply with applicable provisions of 49 CFR Part 605 pertaining to school transportation operations which prohibits federally-funded equipment or facilities from being used to provide exclusive school bus service.
h. The applicant certifies that it will comply with Government Code 41 U.S.C.701 et seq, and 49CFR, Part 32 in matters relating to providing a drug-free workplace.
i. To the best of my knowledge and belief, the data in this application are true and correct, and I am authorized to sign these assurances and to file this application on behalf of the applicant.

Certifying Representative

Name (print):	
Title (print)	
Signature:	Date

IX. LABOR UNION INFORMATION

NOTE: REQUIRED ONLY FOR APPLICATIONS REQUESTING JARC/NEW FREEDOM FUNDING

Name of Applicant: _____

Project Description: _____

Union Representation of Applicant's Employees

Organization Name: _____

Contact Person: _____

Address: _____

Telephone: _____

Email *(required)*: _____

Other Surface Public Transportation Providers	Union Representation of Employee, if any
	Organization: **Contact Person:** **Address:** **Telephone:** **Email *(required)*:**
	Organization: **Contact Person:** **Address:** **Telephone:** **Email *(required)*:**
	Organization: **Contact Person:** **Address:** **Telephone:** **Email *(required)*:**

X. CIVIL RIGHTS/DBE CERTIFICATION

NOTE: REQUIRED ONLY FOR APPLICATIONS REQUESTING JARC/NEW FREEDOM FUNDING

CIVIL RIGHTS

Describe any lawsuits or complaints that have been received or acted on in the last year based on Title VI of the Civil Rights Act or other relevant civil rights requirements; and sub recipient must provide a status of lawsuits or an explanation of how complaints were resolved including corrective actions taken.

If **NO** lawsuits or complaints were received or acted on – sub recipient must provide the following statement:

> THERE WERE NO LAWSUITS OR COMPLAINTS RECEIVED OR ACTED ON IN THE LAST YEAR RELATING TO TITLE VI OR OTHER RELEVANT CIVIL RIGHTS REQUIREMENTS.

DISADVANTAGED BUSINESS ENTERPRISE

Disadvantaged Business Enterprise (DBE) Requirements

All successful applicants of the JARC/NF funds for Other Equipment (non-vehicle) projects must adhere to the *California State Disadvantaged Business Enterprise Program Plan* as it applies to local agencies (http://www.dot.ca.gov/hq/bep/documents/dbe/2007_DBE_Program_Plan.pdf).

Additionally, successful applicants must submit a completed *Disadvantaged Business Enterprise Race-Neutral Implementation Agreement For Federal Transit Administration Subrecipients at the time of execution of a contract with SANBAG*. For instructions see:

http://www.dot.ca.gov/hq/MassTrans/Docs-Pdfs/DBE/ImpagmtInstr.pdf.

Exhibit A

PROPOSED PROJECT BUDGET FORM

Governments SANBAG Working Together

Agency Name: _____

Project Title: _____

EXPENSES	Position % Time	Year 1	Year 2	Year 3
Salaries by Position (include benefits):				
(Example: drivers, scheduler, trainer etc.)				
A.		$ -	$ -	$ -
B.		$ -	$ -	$ -
C.		$ -	$ -	$ -
D.		$ -	$ -	$ -
E.		$ -	$ -	$ -
F.		$ -	$ -	$ -
G.		$ -	$ -	$ -
Total Salaries & Benefits		$ -	$ -	$ -
Non-Personnel Expenses:				
(Example: fuel, rent, insurance, utilities etc.)		$ -	$ -	$ -
A.		$ -	$ -	$ -
B.		$ -	$ -	$ -
C.		$ -	$ -	$ -
D.		$ -	$ -	$ -
E.		$ -	$ -	$ -
F.		$ -	$ -	$ -
G.		$ -	$ -	$ -
H.		$ -	$ -	$ -
I.		$ -	$ -	$ -
J.		$ -	$ -	$ -
K.		$ -	$ -	$ -
L.		$ -	$ -	$ -
M.		$ -	$ -	$ -
Total Non-Personnel Expenses		$ -	$ -	$ -
TOTAL PROJECT EXPENSES		$ -	$ -	$ -
REVENUES				
Agency Match (Cash) Grant Revenues (not JARC or New Freedom):				
Paid Staff Salaries by Position (Include benefits):				
A.		$ -	$ -	$ -
B.		$ -	$ -	$ -
C.		$ -	$ -	$ -
Non-Personnel Cash Match:		$ -	$ -	$ -
A.		$ -	$ -	$ -
B.		$ -	$ -	$ -
C.		$ -	$ -	$ -
D.		$ -	$ -	$ -
Total Cash Match		$ -	$ -	$ -
Agency Match (In-Kind)	Position % Time			
A.		$ -	$ -	$ -
B.		$ -	$ -	$ -
C.		$ -	$ -	$ -
Total In-Kind Match		$ -	$ -	$ -
Federal JARC Request		$ -	$ -	$ -
Federal New Freedom Request		$ -	$ -	$ -
TOTAL REVENUES		$ -	$ -	$ -

Agency Name: _____
Project Title: _____

Governments SANBAG Working Together

	YEAR ONE	YEAR TWO	YEAR THREE
FTA JARC Request Amount:	$ -	$ -	$ -
FTA New Freedom Request Amount:	$ -	$ -	$ -
Agency Match Amount:	$ -	$ -	$ -
TOTAL	$ -	$ -	$ -

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: May 1, 2013

Subject: San Bernardino Associated Governments Transit and Rail Project List

Recommendation:* Approve a Transit and Rail Project list for future capital improvement projects as identified in Attachment A.

Background: San Bernardino Associated Governments (SANBAG), as the Transportation Commission and Authority for San Bernardino County, is responsible for the programming, funding, and implementation of construction improvements to support passenger rail and transit systems. Due to limited federal, state, and local funding sources, SANBAG must prioritize capital improvement projects while considering on-going and future operational costs for the County's transit and rail service providers.

The proposed SANBAG Valley Transit and Rail Project List, included as Attachment A to this report, includes projects identified in the Measure I Ordinance, Expenditure Plan and Ten-Year Delivery Plan, in addition to SANBAG's Long Range Transit Plan (LRTP). The list also includes a number of studies to define additional transit improvements, a Short Range Transit Plan, and on-going operational costs for the County's transit providers. Cost estimates for each project have been included in the list under the following categories: Studies and/or Preliminary Engineering (PE); Capital, including final design, permitting, and construction; and Annual Operating costs.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.
BRD1305b-jf
Attachments: http://portal.sanbag.ca.gov/mgmt/committee/commuter/crtc2013/crtc1304/AgendaItems/BRD1305b1-jf.pdf
http://portal.sanbag.ca.gov/mgmt/committee/commuter/crtc2013/crtc1304/AgendaItems/BRD1305b2-jf.pdf

The LRTP, finalized in April of 2010, provides a general guideline of future transit improvement projects and prioritizes individual projects in an overall system. Improvements listed in the LRTP are segregated into four separate alternatives:

- The Baseline Alternative includes existing transit services at the time of the report;
- The Plan Alternative includes an increase in coverage and service frequency from the Baseline;
- The Vision Alternative adds an investment in a higher level of transit services – Bus Rapid Transit (BRT) and rail – in the region; and
- The Sustainable Land Use Alternative uses the Vision Alternative but also redistributes population and employment growth to transit corridors, allowing the study of potential ridership benefits of public policy efforts to shape the transit/land use connection in the region.

Additionally, the LRTP prioritizes BRT corridors.

The Measure I Ten-Year Delivery Plan was adopted by the SANBAG Board in January of 2012, and provides a list of projects to be developed during the next ten years; defining scope, schedule, and budget. The basis for the Ten-Year Delivery Plan is the Measure I Strategic Plan, which defines the policy framework for delivery of projects and programs referenced and approved by voters in the Measure I Ordinance. Transit related Measure I expenditures over the first ten years of the Measure I 2010-2040 for the San Bernardino Valley Subarea are defined in the Measure Strategic Plan and consist of: 8% for Metrolink/Rail Service; 8% for Senior and Disabled Transit Service; and 2% for Express Bus/BRT Service.

The Measure specifically identifies improvements associated with the Metrolink/Rail Service including projects to increase Metrolink rolling stock, track capacity, and parking capacity within the County. The construction and operation of the Redlands Passenger Rail Project and an extension of the Gold Line to the Montclair Transit Center are also specifically identified. Additionally, Measure I requires expenditures for the development, implementation, and operation of Express Bus/BRT services.

The proposed SANBAG Valley Transit and Rail Project List will be used as a guideline to set funding and implementation priorities. Planning level funding scenarios for these prioritized projects are detailed in the SANBAG Valley Transit and Rail Conceptual Funding Strategy, included as Attachment B. It is

BRD1305b-jf
Attachments: http://portal.sanbag.ca.gov/mgmt/committee/commuter/crtc2013/crtc1304/AgendaItems/BRD1305b1-jf.pdf
http://portal.sanbag.ca.gov/mgmt/committee/commuter/crtc2013/crtc1304/AgendaItems/BRD1305b2-jf.pdf

Financial Impact: This item is consistent with the adopted SANBAG Fiscal Year 2012/2013 budget. Project specific funding plans, allocations and contracts will be presented to the SANBAG Board for approval on a case by case basis.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on April 18, 2013. This item has been reviewed by the Director of Fund Administration and Programming.

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

BRD1305b-jf
Attachments: http://portal.sanbag.ca.gov/mgmt/committee/commuter/crtc2013/crtc1304/AgendaItems/BRD1305b1-jf.pdf
http://portal.sanbag.ca.gov/mgmt/committee/commuter/crtc2013/crtc1304/AgendaItems/BRD1305b2-jf.pdf

important to note that this table is based on revenue projections; priorities proposed by staff could change along with the actual allocations. Project-specific funding plans, allocations, and contracts that maximize the use of the funds available to SANBAG will be presented to the SANBAG Board for approval on a case-by-case basis. This table will be used as a planning tool to assist in determining cash flow relative to the scope, schedule, and budget of projects. If additional funding sources are identified for specific projects or if revenue does not come in at the forecasted levels, the funds identified in Attachment B will be adjusted to capitalize on the best use of available money. Specific projects that could warrant reprioritization of the List include the three Metrolink Double Track Projects due to potential future funding obtained by the California High Speed Rail Authority to support regional rail service feeding the high speed rail system. Several of the projects are not fully funded with anticipated revenues through 2020, as depicted in Attachment B. Progress beyond planning studies on several of these projects will be limited until funding sources for final design and construction have been identified.

Existing and future transit operating expenses are also listed in Attachment B to provide a clear picture of operational draws on available funding for the County. SANBAG staff frequently coordinates with the transit and rail providers to determine their operational and capital needs. Currently, an Ad-Hoc Committee, comprised of SANBAG and Omnitrans Board Members and supported by staff members from both agencies, is reviewing the results of the Omnitrans Comprehensive Operational Analysis (COA). This Ad-Hoc Committee will recommend future funding levels for Omnitrans' operations and capital budgets. Once these funding levels have been adopted by the SANBAG Board, they will be incorporated into the SANBAG Valley Transit and Rail Conceptual Funding Strategy, possibly requiring restructuring of funding scenarios for capital projects and other transit providers' operating budgets.

As funding is limited for transit and rail capital projects and operations, it is important for the SANBAG Board to identify clear funding priorities to support and enhance transit and rail service throughout the County. These priorities provide SANBAG staff and the staff of operating agencies with clearly defined goals and guidelines for projects and their funding availability. Based on the adopted LRTP, the Measure I Ten-Year Delivery Plan, and the Measure I Expenditure Plan and Ordinance, staff recommends that the SANBAG Board approve the SANBAG Valley Transit and Rail Project List as shown in Attachment A. If changes in the projects on this list are warranted based on additional funds becoming available or due to other unforeseen conditions, the list will be presented to the SANBAG Board for review and approval.

BRD1305b-jf
Attachments: http://portal.sanbag.ca.gov/mgmt/committee/commuter/crtc2013/crtc1304/AgendaItems/BRD1305b1-jf.pdf
http://portal.sanbag.ca.gov/mgmt/committee/commuter/crtc2013/crtc1304/AgendaItems/BRD1305b2-jf.pdf

ATTACHMENT A

SANBAG Valley Transit & Rail Project List

STATUS	PROJECT	COST (in millions) Study/PE	Capital	Operating/Yr	LRTP Alternative	MEASURE I 10-Year Plan	NOTES
Rail Improvements and Related Operations							
Under Construction	Metrolink - Positive Train Control & Rehab		$ 51.0				Assumes FY18 costs spread over FY18 and FY19
TBD	Metrolink - Rotem Cars		$ 6.0				
Final Design	Downtown SB Passenger Rail Project (First Mile)		$ 82.6	$ 0.5	Baseline	X	Costs from FY 12-13 thru completion including ROW
Prelim Design	Redlands Passenger Rail Project		$ 200.0	$ 5.0	Plan	X	
Unfunded	Metrolink - CP Lilac to CP Rancho Double Track		$ 32.0		Plan		Dependent on funding from HSR; Priority could change depending on funding.
Unfunded	Metrolink - CP Central to CP Archibald Double Track		$ 104.0		Plan		Dependent on funding from HSR; Priority could change depending on funding.
Unfunded	Metrolink - CP Beech to CP Locust Double Track		$ 47.0		Plan		Dependent on funding from HSR; Priority could change depending on funding.
On-going	Grade Crossing Safety Enhancements (San Bernardino Line)	$ 1.0	$ 55.0				35 x-ings @ ~$1m per; plus design, CM, & Contingency
Unfunded	Metro Gold Line Extension Claremont to Montclair	$ 4.0	$ 55.0		Plan	X	10-year Plan only calls for Preliminary Engineering (PE) to define scope of project
Unfunded	Metro Gold Line Extension - Montclair to Ontario Airport		$ 400.0		Vision		
Unfunded	Redlands Rail Extension from Redlands to Mentone		TBD		Vision		Placeholder - project scope not yet identified
Transit Improvements and Related Operations							
Under Construction	sbX - E Street BRT		$ 192.0	$ 4.2	Plan	X	Operation costs included in Omnitrans operation below
Final Design	San Bernardino Transit Center		$ 21.7	$ 0.5	Baseline		
Study	Foothill East BRT	$ 0.2	$ 215.0	$ 5.0	Vision		Feasibility study underway - SANBAG
Study	Foothill West BRT	$ 0.2	$ 166.2	$ 5.0	Vision		Feasibility study underway - SANBAG
Study	Holt BRT	$ 1.2	$ 208.0	$ 5.0	Vision		Alternatives Analysis underway - Omnitrans
Unfunded	Euclid to Corona BRT		$ 180.0	$ 5.0	Vision		
Capital Improvement Studies							
Funded	Metrolink San Bernardino Line Study (in partnership w/ LACMTA)	$ 0.3			Plan		
Funded	Ontario Airport Access Study	$ 0.5					
Funded	SANBAG Short Range Transit Plan	$ 0.3					
Funded	Consolidation Study	$ 0.6					
Funded	San Bernardino Airport Access Study	$ 0.3					
Funded	Land Use Evaluation Study at Rail Stations	$ 0.5			Plan		
Funded	Metrolink Station Security Study	$ 0.3					
Rail Operations / Ongoing Capital Needs							
Partially Funded	Metrolink Operating			$ 11.5			FY 14 budget amount
Funded	Metrolink On-going Capital Allocations			$ 1.3			
Transit Operation / On-going Capital Needs							
Partially Funded	Omnitrans Operating			$ 72.4			FY 14 budget amount (includes sbX operations)
Funded	Omnitrans On-going Capital Allocations		$ 126.2				Bus replacement, IT, facilities, etc.
Funded	V Trans (2% Measure I - pass thru)			$ 2.2			FY 14 budget amount

ATTACHMENT B

SANBAG Valley Transit & Rail Conceptual Funding Strategy

STATUS	PROJECT	COST (In millions) Capital & Operating	YEAR OPERATIONS START	FEDERAL (FY 2013-FY2020)					STATE/LOCAL (FY 2013-FY2020)									OTHER AGENCY FUNDING	TOTAL PLANNED ALLOCATION BY PROJECT	PROJECTED SURPLUS/ SHORTFALL
				5337	5307	5339	TEA	CMAQ	STA-Pop	STA-Ops	LTF	MEASURE I S & D	MEASURE I Rail	MEASURE I BRT	PTMISEA	PROP 1B Security	PROP 1B SLPP			
	Projected Revenue (2013 - 2020)			$ 65.7	$ 174.7	$ 13.6	$ 1.0	$ 97.1	$ 109.1	$ 18.5	$ 428.1	$ 77.2	$ 79.6	$ 20.6	$ 60.8	$ 12.3	$ 10.9	$ 351.0		
	Total Planned Allocations(2013 - 2020)			$ 65.7	$ 174.7	$ 13.6	$ 1.0	$ 97.1	$ 84.4	$ 18.5	$ 428.1	$ 66.7	$ 77.2	$ 1.7	$ 60.8	$ 12.3	$ 10.9	$ 351.0		
	Projected Surplus/Shortfall (2013 - 2020)			$ 0.0	$ 0.0	$ 0.0	$ 0.0	$ 0.0	$ 24.7	$ 0.0	$ 0.0	$ 10.5	$ 2.4	$ 18.9	$ 0.0	$ 0.0	$ 0.0	$ 0.0		
Rail Improvements and Related Operations																				
Under Construction	Metrolink - Positive Train Control & Rehab (specific costs for FY 19 & 20 TBD)	$ 51.0	2015	$ 57.4															$ 57.4	$ 6.4
TBD	Metrolink - Rotem Cars	$ 6.0	2013																$ 0.0	$ 6.0
Final Design	Downtown SB Passenger Rail Project (First Mile)	$ 85.1	2016		$ 12.0			$ 10.3	$ 14.9	$ 0.8	$ 11.0	$ 2.6	$ 13.9		$ 5.0	$ 3.7	$ 10.9		$ 85.1	$ 0.0
Prelim Design	Redlands Passenger Rail Project	$ 210.0	2019	$ 8.5	$ 27.2			$ 40.9	$ 43.1			$ 6.0	$ 63.1		$ 19.8	$ 6.4			$ 210.0	$ 0.0
Unfunded	Metrolink - CP Lilac to CP Rancho Double Track	$ 32.0	TBD												$ 5.2				$ 5.2	-$ 26.8
Unfunded	Metrolink - CP Central to CP Archibald Double Track	$ 104.0	TBD																$ 0.0	-$ 104.0
Unfunded	Metrolink - CP Beech to CP Locust Double Track	$ 47.0	TBD																$ 0.0	-$ 47.0
On-going	Grade Crossing Safety Enhancements (San Bernardino Line)	$ 56.0	2013	$ 4.8									$ 0.1			$ 0.9			$ 5.8	-$ 50.1
Unfunded	Metro Gold Line Extension Claremont to Montclair	$ 59.0	2035										$ 0.0						$ 0.0	-$ 59.0
Unfunded	Metro Gold Line Extension - Montclair to Ontario Airport	$ 400.0	TBD																$ 0.0	-$ 400.0
Unfunded	Redlands Rail Extension from Redlands to Mentone	TBD	TBD																$ 0.0	TBD
Transit Improvements and Related Operations																				
Under Construction	sbX - E Street BRT	$ 192.0	2013								$ 7.0			$ 1.7				$ 190.3	$ 199.0	$ 7.0
Final Design	San Bernardino Transit Center	$ 21.7	2013			$ 3.4	$ 1.0		$ 0.0		$ 0.3					$ 0.5		$ 18.4	$ 21.6	-$ 0.2
Study	Foothill East BRT	$ 215.2	2035											$ 0.0					$ 0.0	-$ 215.2
Study	Foothill West BRT	$ 166.4	TBD																$ 0.0	-$ 166.4
Study	Holt BRT	$ 209.2	TBD																$ 0.0	-$ 209.2
Unfunded	Euclid to Corona BRT	$ 180.0	TBD																$ 0.0	-$ 180.0
Capital Improvement Studies																				
Funded	Metrolink San Bernardino Line Study (in partnership w/ LACMTA)	$ 0.3							$ 0.3										$ 0.3	$ 0.0
Funded	Ontario Airport Access Study	$ 0.5							$ 0.5										$ 0.5	$ 0.0
Funded	SANBAG Short Range Transit Plan	$ 0.3							$ 0.3										$ 0.3	$ 0.0
Funded	Consolidation Study (LTF Planning)	$ 0.5									$ 0.5								$ 0.5	$ 0.0
Funded	San Bernardino Airport Access Study	$ 0.3							$ 0.3										$ 0.3	$ 0.0
Funded	Land Use Evaluation Study at Rail Stations (LTF Planning)	$ 0.5									$ 0.5								$ 0.5	$ 0.0
Funded	Metrolink Station Security Study	$ 0.3							$ 0.3										$ 0.3	$ 0.0
Rail Operations / Ongoing Capital Needs																				
Partially Funded	Metrolink (assume 8% annual increase)	$ 110.4	2013							$ 1.0	$ 96.4								$ 97.4	-$ 13.0
Funded	Metrolink On-going Capital Allocations	$ 9.4	2013							$ 9.4									$ 9.4	$ 0.0
Transit Operation / On-going Capital Needs																				
Partially Funded	Omnitrans Operating (based on Omnitrans Projections)	$ 635.2	2013		$ 93.6				$ 18.4	$ 7.2	$ 312.5	$ 44.8						$ 144.3	$ 620.7	-$ 14.5
Funded	Omnitrans On-going Capital Allocations	$ 126.2			$ 41.9	$ 10.2		$ 45.9	$ 8.4						$ 30.8	$ 0.8			$ 136.1	$ 9.9
Funded	V Trans (2% Measure I - pass thru)	$ 13.4	2013									$ 13.4							$ 13.4	$ 0.0
	Total Planned Allocations(2013 - 2020)			$ 65.7	$ 174.7	$ 13.6	$ 1.0	$ 97.1	$ 84.4	$ 18.5	$ 428.1	$ 66.7	$ 77.2	$ 1.7	$ 60.8	$ 12.3	$ 10.9	$ 351.0		

NOTES:
1. Table is based on revenue projections; priorities could change along with the actual allocations.
2. STA funds are not fully utilized due to volatility.
3. Measure I - Rail and FTA 5307 funds require cash flowing FY 2018, 2019, and 2020 funds if construction is to begin in mid-FY 2016.
4. Omnitrans Operating allocation estimated to increase at 3% annually.
5. Metrolink Operating allocation estimated to increase at 8% annually.
6. For this analysis, no escalation is applied to federal funds or STA-Ops/Pop and LTF and Measure I are escalated at 3%.
7. Use of STA-Pop funds for operations requires compliance with efficiency standards defined in CPUC Section 99314.6.

FUNDS:
5337 - Federal Transit Administration State of Good Repair Rail
5307 - Federal Transit Administration Urbanized Area Formula Grant
5339 - Federal Transit Administration Bus and Bus Facilities
TEA - Federal Transportation Enhancement Activity
CMAQ - Federal Congestion Mitigation and Air Quality
STA-Pop - State Transit Assistance Fund - Population
STA-Ops - State Transit Assistance Fund - Operator Allocation
LTF - Local Transportation Fund
Measure I S & D - Senior and Disabled (8% of Valley subarea revenue)
Measure I Rail - For Rail Projects (8% of Valley subarea revenue)
Measure I BRT - For Bus Rapid Transit & Express Bus (2% of Valley subarea revenue)
PTMISEA - Public Transportation Modernization, Improvement, and Service Enhancement Account Program (one-time funding source)
Prop 1B Security - Transit System Safety, Security, and Disaster Response Account (one time funding source)
Prop 1B SLPP - State-Local Public Partnership

BRD1305b2-jf

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: 14

Date: May 1, 2013

Subject: Increase expenditure authority for Downtown San Bernardino Passenger Rail Project & San Bernardino Transit Center right-of-way acquisitions.

Recommendation:* Approve an increase in expenditure authority by $1,100,623 to continue right-of-way acquisition activities for the Downtown San Bernardino Passenger Rail Project & the San Bernardino Transit Center Project as identified in the financial impact section.

Background: On December 5, 2012, SANBAG authorized the acquisition of the right-of-way needed for the Downtown San Bernardino Passenger Rail Project (DSBPRP) and San Bernardino Transit Center (SBTC) Project at an estimated not-to-exceed aggregate total of $5,486,377. SANBAG also approved an allocation of $6,587,000 of undesignated unreserved State Transit Assistance Funds (PUC99313) for these right-of-way acquisitions including a corresponding budget amendment for Fiscal Year 2012/2013 to increase Task No. 0379 Commuter Rail Capital by $6,587,000 of State Transit Assistance Fund (PUC99313).

As the right-of-way negotiations and acquisitions have progressed, the need to increase the expenditure authority from the current level of $5,486,377 to the budgeted allocation of $6,587,000 has arisen. Therefore, staff is requesting the Committee recommend to the Board an increase of $1,100,623 to fund the balance of the right- of-way activities. At this time, staff is not requesting any additional budgetary authority for the right-of-way activities; however, depending

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.

BRD1305b-maa

on the outcome of the right-of-way negotiations, the need may arise to return to request an increase in budget authority.

Financial Impact: This item is consistent with the approved Fiscal Year 2012/2013 budget Task No. 0379 Commuter Rail Capital of State Transit Assistance Fund (PUC99313) in the amount of $1,100,623.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on April 18, 2013.

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

DISCUSSION ITEMS

Governments SANBAG Working Together

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: **16**

Date: May 1, 2013

Subject: Update on Freeway Service Patrol (FSP) Program and 2012 FSP Driver Recognition Awards

Recommendation:* Receive information pertaining to the San Bernardino FSP Program, and the acknowledgement of the 2012 Top Driver and Drivers of Excellence Awards.

Background: The FSP consists of a fleet of tow trucks that travel on selected San Bernardino County freeways during peak commute hours to assist motorists with car trouble. The stretch of highway that the fleet roams up and down is referred to as a "Beat". FSP programs are extremely beneficial to the motoring public by reducing the amount of time a motorist is in an unsafe condition, reducing traffic congestion, as well as decreasing fuel consumption, vehicular emissions, and secondary incidents. San Bernardino County began its program in January 2006 and now has eight separate Beats in operation.

Since the program's inception, the FSP Program has assisted more than 240,000 motorists on San Bernardino County highways. Highly trained FSP Tow Drivers provide a wide range of services to motorists and work closely with the California Highway Patrol (CHP) while doing so. The assists range from a flat tire change to a battery jump start. Or, from providing a gallon of gas to performing a driver safety check, which is when a driver will check on a vehicle that is parked alongside the freeway to see if the motorist, if available, is in need of assistance and provide information on the program. FSP Drivers can also help a motorist

*

COG		CTC		CTA	X	SAFE	X	CMA	X

Check all that apply.

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

BRD1305a-jh

when they have accidentally locked their keys in the car while stopped along the freeway.

In 2012, FSP drivers assisted more than 32,000 stranded motorists. The type of assistance they provided is broken down into the following categories:

Assist Type	2012 count
Abandoned vehicle	1,393
Accident	2,037
Debris removal	2,818
Electrical problem	694
Flat tire	5,340
Driver safety check	11,350
Lock-out	98
Mechanical	4,344
Out of gas	3,222
Overheated	1,360
Fire	42
Unable to locate	32

The FSP program has received more than 7,500 comments from motorists that have been assisted by San Bernardino County FSP drivers. Overall, 99.6% rated their experience as excellent or good.

For the past four years, the Top Driver and the Drivers of Excellence of the prior calendar year are selected and recognized. Awards are based on the following criteria:

1. The driver must perform a minimum of 1,000 assists in the prior calendar year.
2. The driver must not have any "write-ups" during the period (occurs when a driver does not follow FSP procedures).
3. The driver must not have any "late arrivals" when starting their "Beat".
4. The driver's accuracy rating when entering assist data into the data device must be extremely high, with approximately less than a one percent error rate.
5. The driver received numerous compliments from the motorists they assisted.

The following drivers were recognized on March 19th for their outstanding efforts, high level of professionalism and the customer service they provided to stranded motorists along San Bernardino County freeways.

- **Top Driver-** Cesar Rendon with Steve's Towing in Rancho Cucamonga. Cesar has been with the San Bernardino FSP Program for three years and assisted more than 2,000 motorists during the 2012 calendar year.

- Three **Drivers of Excellence**, who collectively provided more than 6,800 assists during the 2012 calendar year are as follows:

    1. Rick Angel of JLM Towing in San Bernardino
    2. Matthews Smith of Roy and Dot's Towing in Rialto
    3. Mario Macias of Steve's Towing in Rancho Cucamonga

These four FSP drivers provided more than 8,500 motorist assists in 2012. Congratulations to these four drivers and all the other drivers that help make the San Bernardino FSP Program a huge success.

Financial Impact: There is no financial impact related to this informational item. The San Bernardino County FSP Program receives an annual allocation from the State of California to implement FSP services, which is matched 20% by local revenues.

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

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

BRD1305a-jh

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TRANSPORTATION MEASURE I

■ San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
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Minute Action

AGENDA ITEM: 17

Date: May 1, 2013

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

Recommendation:* Receive the information in the presentation and provide direction as appropriate.

Background: When the Countywide Vision was adopted, education was identified as an area of importance. An Education Group was formed that included leaders of primary, secondary and higher education. This group helped define the regional goal for education that was adopted by the SANBAG Board. This regional goal states: "Partner with all sectors of the community to support the success of every child from cradle to career."

County Superintendent of Schools Dr. Gary Thomas will provide some information on the state of education in San Bernardino County. He will also provide some thoughts on the steps needed to address this goal.

Financial Impact: This item is consistent with the adopted SANBAG budget.

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

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

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Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC		CTA		SAFE		CMA	

Check all that apply.
BRD1305c-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: ___18___

Date: May 1, 2013

Subject: Fiscal Year 2013/2014 Proposed SANBAG Budget

Recommendation:*

1. Receive presentation of the Fiscal Year 2013/2014 Proposed Budget.
2. Note Board of Directors Budget Workshop scheduled for May 8, 2013, at 9:00 a.m. in conjunction with the General Policy Committee Meeting.
3. Schedule the public hearing and adoption of the Fiscal Year 2013/2014 Budget for the June 5, 2013, Board of Directors Meeting.

Background: The development of the Fiscal Year 2013/2014 proposed budget has been completed. As part of the budget schedule adoption, the date for the Board of Directors Workshop has been scheduled for 9:00 a.m., Wednesday May 8, 2013. This workshop provides an opportunity for additional policy discussion and direction regarding the proposed budget. The budget workshop will be held in conjunction with the General Policy Committee meeting. The proposed budget document will be distributed to the Members of the Board at the May 1, 2013 Board Meeting.

The SANBAG budget process began in February 2013 for the adoption of the Fiscal Year 2013/2014 budget schedule. During the months of March and April, SANBAG policy committees reviewed the task descriptions and budgets under

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Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC	X	CTA	X	SAFE	X	CMA	X

Check all that apply.

BRD1305b-wws

their purview. Additionally, the General Policy Committee had the task of reviewing the agency-wide program budgets, the fringe/indirect allocations, revenue projections, and planned expenditures.

SANBAG is required to publish notice of the time and place of the public hearing for adoption of the annual budget (Public Utilities Code Sec. 130103/Government Code Sec 60612). The budget schedule also sets the date for the public hearing for 10:00 a.m. at the June 5, 2013, Board of Directors Meeting.

Financial Impact: The Fiscal Year 2013/2014 Budget establishes the financial, staffing and work product authority for agency activities during the coming fiscal year. Estimated revenues for the Fiscal Year 2013/2014 are $614,864,569 and expenditures are $733,069,185.

Reviewed By: All four of the SANBAG policy committees have reviewed task descriptions and budget for activities under their purview. The General Policy Committee has also reviewed and received the elements related to the agency-wide programs, the fringe/indirect allocations, revenue projections and planned expenditures. The proposed budget will be reviewed at the budget workshop in conjunction with the General Policy Committee Meeting on May 8, 2013.

Responsible Staff: William Stawarski, Chief Financial Officer

BRD1305b-wws

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TRANSPORTATION MEASURE I

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Minute Action

AGENDA ITEM: 19

Date: May 1, 2013

Subject: Announcement of Vacancies and Appointments on Regional Committees

Recommendation:* 1. Note the Presidential appointment of Apple Valley Councilmember Barb Stanton to the Southern California Association of Governments (SCAG) Transportation and Communications Committee.

2. Note two vacancies on SCAG committees. There is one vacancy each on the Community, Economic and Human Development Committee and on the Energy and Environment Committee.

Background: This item provides a report to Board Members related to appointments and vacancies for Board Members to serve on various committees.

SANBAG has a total of seven subregional appointees to SCAG Policy Committees which are made by SANBAG Presidential appointment. SANBAG has had three vacant appointments for nearly a year. These vacancies have been announced on several occasions. In the past, when SANBAG Board Members have not volunteered to be appointed, other interested councilmembers have been appointed instead. Councilmember Barb Stanton from the Town of Apple Valley has expressed her interest in serving the region on the SCAG Transportation and Communications Committee and Board President Janice Rutherford has appointed Councilmember Stanton to that committee. Per SANBAG Policy, any Presidential appointment is to be announced at the next Board meeting.

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Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.
BRD1305b-dab

There is still one vacancy each for appointment to the SCAG Community, Economic, and Human Development Committee and the SCAG Energy and Environment Committee. These SCAG Committees meet in the morning of every first Thursday at the SCAG offices in Los Angeles. Any SANBAG Board Member who has an interest in serving in any of the vacant committee positions should contact SANBAG President Janice Rutherford or SANBAG staff.

Financial Impact: This item is consistent with the adopted SANBAG budget.

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

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

BRD1305b-dab

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TRANSPORTATION MEASURE I

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Minute Action

AGENDA ITEM: 20

Date: May 1, 2013

Subject: Project Plans, Specifications, and Estimates and the Construction and Maintenance Agreement for the Laurel Street Grade Separation Project

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

1. Approve three-party Underpass Construction and Maintenance Agreement No. C13016 with the BNSF Railway Company and the City of Colton for the Laurel Street Grade Separation Project in the amount of $16,795,884 for railroad work, flagging, inspection, and right-of-way; and San Bernardino Associated Governments will receive an estimated contribution of $6,000,377 from BNSF Railway Company towards the overall project cost, and authorize the Board President to execute the Agreement, subject to negotiation of final terms with BNSF and the City and approval of the final form of the Agreement by the General Counsel.

2. Authorize the Executive Director to execute Right of Way Easement Agreements and such other documents as are reasonably necessary to implement the purposes of the Underpass Construction and Maintenance Agreement No. C13016 after review and approval by the General Counsel.

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

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

BRD1305c-pm

Attachment: http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C13016.doc

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

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

And Acting as the San Bernardino County Transportation Authority:

6. Approve programming change for the Laurel Street Grade Separation Project in the City of Colton to increase total Measure I Major Streets Bond Funds commitment from $8,520,000 to $12,520,762, an increase of $4,000,762.

Background: The Laurel Street Grade Separation Project will improve safety and reduce traffic delays along Laurel Street by separating pedestrians and vehicles from train traffic on six tracks along the BNSF Railway Company (BNSF) rail corridor. San Bernardino Associated Governments (SANBAG) is the lead agency for the construction phase of the project pursuant to Cooperative Agreement No. C12037 that was executed between SANBAG and the City of Colton in December 2011.

On August 4, 2010, the SANBAG Board of Directors approved the nomination of the Laurel Street Grade Separation project to receive funding through the State's Proposition 1B Trade Corridor Improvement Fund (TCIF) program. On November 4, 2010, with the recommendation of the Southern California Consensus Group, the California Transportation Commission (CTC) approved the programming of approximately $11.9M for the construction phase of the project. On March 6, 2013, the SANBAG Board of Directors approved an amendment to the Laurel Street Grade Separation programming by increasing the amount of TCIF on the project by approximately $11.2M resulting in a new programmed TCIF amount of approximately $23.2M on the project. According to the TCIF program requirements, the TCIF funds must be allocated by the CTC by not later than the June 2013 CTC meeting and construction must begin by end of the 2013 calendar year. Staff plans to request allocation of the TCIF funds for this project at the May 2013 CTC meeting to ensure we meet these TCIF requirements.

Recommendation 1 and 2: To proceed with construction of the project, staff is recommending approval of the three-party Underpass Construction and Maintenance agreement No. C13016 with the City of Colton, and BNSF. The terms of the subject Underpass Construction and Maintenance agreement are given below. The execution of this Underpass Construction and Maintenance agreement is required to certify the right-of-way for this project and this agreement needs to be finalized prior to the next Board meeting in order to meet funding deadlines. While the parties are in agreement as to the financial terms, some wording changes are still being discussed. Therefore, the Board is being

asked to approve the Agreement and authorize the Board President to execute it when those final wording issues have been resolved and the General Counsel has approved the Agreement as to form.

In addition, temporary construction easements and other documents will be necessary to put the terms of the agreement into effect. Staff is recommending that the Executive Director be authorized to execute and deliver these documents after review and approval by the General Counsel.

At a project cost, BNSF will perform railroad work within the BNSF railroad corridor. The railroad work consists of construction, maintenance, and removal of a temporary three-track rail shoo-fly, construction of a temporary three-track and temporary two-track cantilever signal structures, and construction of other related improvements such as relocation of signal controller housing and relocation of conduits. Also included in the railroad work, is the costs for railroad flagging and inspection associated with monitoring and regulating construction work adjacent and on this very busy railroad corridor. The estimated amount of this railroad work is $11,040,280.

At a project cost, SANBAG will acquire a temporary construction easement to accommodate construction of the project and acquisition in fee of areas required to construct a portion of a permanent storm water basin and a storm water pump station. The cost of the temporary construction easement and the acquisition for the storm water basin and pump station is $740,604, plus a $2,000 administration fee.

Under the Underpass Construction and Maintenance Agreement, SANBAG will pay BNSF a lump sum amount of $5,013,000 to mitigate railroad operational impacts during construction due to a temporary loss of track lengths for three mainline tracks, a "B-Yard" lead track, and an auto lead track. Due to the grade separation project being located adjacent to the San Bernardino BNSF Intermodal Yard, the impacts to railroad operations during construction of the project are greater than other typical grade separation projects. This compensation will be in settlement of any claims for such impacts, and is similar to a goodwill payment made to other businesses if a project impacts their operation.

The impact to the mainline is due to the relocation of the railroad signal temporarily during construction. Moving the railroad signal moves the railroad "control point" which impacts the railroad's capacity to store 10,000-foot trains in this block. According to BNSF, they hold longer trains within this block to allow shorter, faster trains with time penalties for late delivery to pass. BNSF staff has represented that this would impact railroad operations as far north as Barstow. BNSF also reported that there are about twenty-five 10,000-foot trains that cross Laurel Street a week.

The loss of track length on the Auto Yard lead will require BNSF to add an additional crew each day to assemble trains in this area. BNSF estimated this cost to be $9,000 to $10,000 per day. Construction of the project is estimated to take 18 months, which equates to an estimated total cost just for the additional crew of over $4 million. In addition, the loss of track length and train storage capacity on the B-Yard lead will also require BNSF to use a portion of the main track to assemble the daily train that travels to San Diego. Using the mainline tracks to assemble trains will also affect BNSF operations.

Alternatively, BNSF could defer the penalties for late shipments and additional staffing costs to the project proponent; however, this approach increases the risk to SANBAG for potentially higher unknown future costs. As such, staff recommends the lump sum mitigation payment. It also needs to be noted that BNSF has agreed to reduce the mainline shoo-fly by one track, which has resulted in substantial project construction cost savings estimated at least $1.3M. This does not include the savings if the Auto Yard Lead and B-Yard Lead needed to be included in the shoo-fly. By reducing the number of tracks along the shoo-fly, SANBAG was also able to reduce impacts and associated costs to the Southern California Regional Rail's Eastern Maintenance Facility which is adjacent to the railroad crossing.

Under the Funding Agreement, BNSF committed to paying 10% of total Project costs which includes costs for project management, design, Right-of-Way, and construction. Per the agreement, BNSF will contribute these funds towards the project upon completion of construction. BNSF's estimated contribution for the project is $6,000,377.

The attached Construction and Maintenance Agreement is in draft form, with the final agreement being distributed at the Board of Directors Meeting. However, it is possible that the final wording will not have been completely worked out between the parties by that time, which is the reason for the recommendation allowing for that process to be completed after the Board meeting and the Board President to execute it after that process is complete.

Recommendation 3: The design for the Laurel Street Grade Separation Project has been completed with concurrence of the railroad design by BNSF and concurrence of the final design package by the City of Colton. A constructability review of the final design plans was completed in February 2013. At this time, staff is recommending the approval of the Plans, Specifications, and Estimates (PS&E) package. This approval is required prior to allocation of TCIF funding by the CTC.

Recommendation 4 and 5: Staff is requesting Board approval to allow the Director of Project Delivery to advertise Invitation for Bids (IFB) for C13121 to

obtain construction bids for the project. Staff anticipates advertising this project in May.

Staff is also recommending that the Board allow staff to take the recommendation to award the construction contract to lowest responsive/responsible bidder directly to the Board of Directors without prior approval of the Metro Valley Study Session. Staff is making this recommendation to ensure that construction can begin prior to the end of the 2013 calendar year as required by the TCIF program. An early construction award will allow some grading and utility relocations adjacent to the railroad facility to occur prior to the fourth-quarter calendar year restriction of work near any railroad, which begins in October.

Recommendation 6: The cost estimate the TCIF Baseline Agreement did not anticipate the goodwill payment to BNSF and had under-estimated the cost of the railroad work. The current estimate for the cost of the railroad work was provided by BNSF, with payment to BNSF for this work based on actuals. The project cost increase is $6,008,765 from the estimated total cost that was included in the TCIF Baseline Agreement approved by the Board in December 2012. SANBAG's share of the increase is $4,000,762 for a total contribution of $43,408,657. SANBAG's share of the cost increase will be covered with Measure I Major Street bond funds. Recommend the approval of the additional funds.

Financial Impact: This item is consistent with the 2012/2013 Fiscal Year Budget. As described by Recommendation 6, a programming increase is required to fully fund the project in future budget years. Funding sources are State Proposition 1B Trade Corridor Improvement Funds, Measure I Major Local Streets Bond funds, and City of Colton, BNSF, and UPRR funds.

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

Responsible Staff: Garry Cohoe, Director of Project Delivery

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 13016 Amendment No. 0

By and Between

San Bernardino Transportation Commission and BNSF Railway Co. and City of Colton

Contract Description Construction and Maintenance Agmt. for Laurel Street Grade Separation

Board of Director's Meeting Date: 5/01/13 ***(Contract Summary Sheet 1 of 2; Payable Portion)***

Overview of BOD Action: Approve three-party Construction and Maintenance Agreement No. C13016 with the BNSF Railway Company and the City of Colton for the Laurel Street Grade Separation Project in the amount of $16,795,884 for railroad work, flagging, inspection, and right-of-way; and SANBAG will receive a contribution of $6,000,377 from BNSF Railway Company towards the overall project cost.

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

CONTRACT OVERVIEW

Original Contract Amount	$	16,795,884.00	**Original Contingency Amount**	$	0
Revised Contract Amount *Inclusive of prior amendments*	$	0	**Revised Contingency Amount** *Inclusive of prior amendments*	$	0
Current Amendment Amount	$	0	**Contingency Amendment**	$	0
TOTAL CONTRACT VALUE	$	16,795,884.00	**TOTAL CONTINGENCY VALUE**	$	0
TOTAL BUDGET AUTHORITY ***(contract value + contingency)***				$	16,795,884.00

Contract Start Date	**Current Contract Expiration**	**Revised Contract Expiration Date**
May 1, 2013	December 30, 2016	

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

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0884.

☐ A Budget Amendment is required.

How are we funding current FY? TCRP, UPRR, BNSF, and City of Colton

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

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

72.34% TCRP, 7.7% UPRR, 10% BNSF, and 9.96% City of Cotlon (payable); BNSF 100% (receivable)

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ %

PAUL MELOLOTON Project Manager (Print Name)	Signature	4/23/13 Date
Gary Cohoe Task Manager (Print Name)	Signature	4.25.13 Date
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
Contract Administrator (Print Name)	Signature	Date
Chief Financial Officer (Print Name)	Signature	Date

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CONTRACT SUMMARY SHEET

Contract No. C 13016 Amendment No. 0

By and Between

San Bernardino Transportation Commission and BNSF Railway Co. and City of Colton

Contract Description Construction and Maintenance Agmt. for Laurel Street Grade Separation

Board of Director's Meeting Date: 5/01/13 ***(Contract Summary Sheet 2 of 2; Receivable Portion)***

Overview of BOD Action: Approve three-party Construction and Maintenance Agreement No. C13016 with the BNSF Railway Company and the City of Colton for the Laurel Street Grade Separation Project in the amount of $16,795,884 for railroad work, flagging, inspection, and right-of-way; and SANBAG will receive a contribution of $6,000,377 from BNSF Railway Company towards the overall project cost.

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

CONTRACT OVERVIEW

Original Contract Amount	$	6,000,377.00	**Original Contingency Amount**	$	0
Revised Contract Amount *Inclusive of prior amendments*	$	0	**Revised Contingency Amount** *Inclusive of prior amendments*	$	0
Current Amendment Amount	$	0	**Contingency Amendment**	$	0
TOTAL CONTRACT VALUE	$	6,000,377.00	**TOTAL CONTINGENCY VALUE**	$	0
TOTAL BUDGET AUTHORITY ***(contract value + contingency)***				$	6,000,377.00

Contract Start Date	**Current Contract Expiration**	**Revised Contract Expiration Date**
May 1, 2013	December 30, 2016	

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

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0884.

☐ A Budget Amendment is required.

How are we funding current FY? BNSF

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

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

72.34% TCRP, 7.7% UPRR, 10% BNSF, and 9.96% City of Cotlon (payable); BNSF 100% (receivable)

☐ 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	4/23/13 Date
Gary Cohoe Task Manager (Print Name)	Signature	4.23.13 Date
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
Contract Administrator (Print Name)	Signature	Date
Chief Financial Officer (Print Name)	Signature	Date

UNDERPASS CONSTRUCTION AND MAINTENANCE AGREEMENT

BNSF File No. BF10002932
SANBAG Agreement No. C13016
Laurel Street Underpass
U.S. D.O.T. No.026449C
LS 7602
MP 2.1
San Bernardino Subdivision

This Agreement **("Agreement")** is executed to be effective as of _____ **("Effective Date")** by and between BNSF Railway Company, a Delaware corporation **("BNSF"),** the City of Colton, a political subdivision of the State of California **("City"),** and the San Bernardino County Transportation Commission **("Commission").**

DRAFT

RECITALS:

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

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

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

WHEREAS, in relation to but separate from this Agreement and the Colton Crossing Project, UPRR, the Commission, BNSF, and the City agreed in a Funding Agreement ("Funding Agreement"), approved on or about October 5, 2011, to implement a series of projects necessary to address the noise and circulation issues described above; and

WHEREAS, one of the projects identified in the Funding Agreement is a grade separation at Laurel Street (erroneously referenced in the Funding Agreement as Laurel Avenue) and the BNSF rail line; and

WHEREAS, the grade separation at Laurel Street and the BNSF rail line would improve the existing Laurel Street at-grade crossing by constructing a new crossing at separated grades to be known as the Laurel Street Underpass and designated as the Laurel Street Underpass in Colton, CA. MP 2.1, San Bernardino Sub, LS 7602, D.O.T. No. 026449C; and

WHEREAS, the existing Laurel Street at-grade crossing shall be permanently closed, vacated and removed upon completion of construction and the placing in service of the Laurel Street Underpass; and

WHEREAS, the "Funding Agreement" has established the funding shares for the Laurel Street Grade Separation Project ("Project"); and

WHEREAS, City and Commission have entered into a separate Construction Cooperative Agreement, dated December 7, 2011, (Agreement No. C12037), under which, it has been agreed that Commission shall advertise, administer, and award the construction contract for the Project and the City shall accept and own all acquired right-of-way ("ROW") upon completion of Project construction;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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AGREEMENT:

ARTICLE I - SCOPE OF WORK

1. The term **"Project"** as used herein includes any and all work related to the construction of the proposed Laurel Street Underpass (hereinafter referred to as the **"Structure"**), more particularly described on Exhibit A—"Map of Structure and Temporary Construction License Right-of-Way", attached hereto and incorporated herein, including, but not limited to, any and all changes to telephone, telegraph, signal and electrical lines and appurtenances, temporary and permanent track work, fencing, grading, alterations to or new construction of drainage facilities, preliminary and construction engineering and contract preparation. Additionally, temporary controls during construction shall be in compliance with Section 8A-085, "Temporary Traffic Control Zones" of the Manual of Uniform Traffic Control Devices ("MUTCD"), U.S. Department of Transportation.

ARTICLE II - BNSF OBLIGATIONS

In consideration of the covenants of Commission set forth herein and the faithful performance thereof, BNSF agrees as follows:

1. Upon Commission's payment to BNSF of an administrative fee in the sum of Two Thousand and No/100 dollars ($2,000.00), together with the sum of Four Hundred Eighty-Nine Thousand and Fifty-Seven Dollars ($489,057), BNSF shall grant to Commission, its successors and assigns, upon and subject to the terms and conditions set forth in this Agreement, a temporary non-exclusive license (hereinafter called, "Temporary Construction License") to construct the Structure across or upon the portion of BNSF's right-of-way described further on Exhibit A, excepting and reserving BNSF's rights, and the rights of any others who have obtained, or may obtain, permission or authority from BNSF, to do the following:

(a) Operate, maintain, renew and/or relocate any and all existing railroad track or tracks, wires, pipelines and other facilities of like character upon, over or under the surface of said right-of-way, provided such facilities do not materially interfere with Commission's construction of the Project;

(b) Construct, operate, maintain, renew and/or relocate upon said right-of-way, without limitation, such facilities as BNSF may from time to time deem appropriate, provided such facilities do not materially interfere with Commission's construction of the Project;

(c) Otherwise use or operate the right-of-way as BNSF may from time to time deem appropriate, provided such use or operations does not materially interfere with Commission's construction of the Project; and

(d) Require Commission or its contractor to execute a Temporary Construction Crossing Agreement, for any temporary crossing requested to aid in the construction of this Project.

The term of the Temporary Construction License shall begin on the Notice to Commence Construction date as set forth hereinafter in Article III, Section 18 and ends on the earlier of (i) substantial completion of the Structure, or (ii) 24 months following the Notice to Commence Construction date. The Temporary Construction License and related rights given by BNSF to Commission in this provision are without warranty of title of any kind, express or implied, and no covenant of warranty of title shall be implied from the use of any word or words herein contained. The Temporary Construction License is for construction of the Project only and shall not be used by Commission for any other purpose. Commission acknowledges and agrees that Commission shall not have the right, under the Temporary Construction License, to use the Structure except for purposes consistent with this Agreement. In the event Commission is evicted by anyone owning, or claiming title to or any interest in said right-of-way, BNSF shall not be liable to Commission for any damages, losses or any expenses of any nature whatsoever. The granting of similar rights to others, subsequent to the date of this Agreement, shall not impair or interfere with the rights granted to Commission herein.

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Upon Commission's payment to BNSF of the additional sum of Two Hundred Forty-Four Thousand and Five Hundred Twenty-Nine Dollars ($251,547) such payment to be made within thirty (30) days of the giving of the Notice to Proceed pursuant to Article III, Section 17 of this Agreement, and provided further that Commission is in compliance with the terms and conditions of this Agreement, BNSF shall grant to Commission, its successors and assigns, a permanent easement which shall thereafter be wholly transferred or assigned to City by Commission (hereinafter called the "Easement") to enter upon and use that portion of BNSF's right-of-way as is necessary to use and maintain the Structure, substantially in the form of Exhibit B--"Easement Agreement", attached to this Agreement. If Commission fails to pay BNSF within the thirty day time period set forth in the preceding sentence, BNSF may stop construction of the Project until full payment is received by BNSF.

2. BNSF shall furnish all labor, materials, tools, and equipment for Railroad Work required for the construction of the Project, such Railroad Work and the estimated cost thereof being as shown on Exhibit D—"BNSF Railroad Work Cost Estimate", attached hereto and made a part hereof ("Railroad Work"). In the event construction on the Project has not commenced within six (6) months following the Effective Date, BNSF may revise the cost estimates set forth in Exhibit D to reflect any actual change in the costs due to the passage of time. In such event, the revised cost estimates shall become a part of this Agreement as though originally set forth herein. Any item of work incidental to the items listed on Exhibit D not specifically mentioned therein may be included as a part of this Agreement upon written approval of Commission, which approval shall not be unreasonably withheld. Construction of the Project shall include the following Railroad Work by BNSF:

(a) Procurement of materials, equipment and supplies necessary for the Railroad Work;

(b) Preliminary engineering, design, and contract preparation;

(c) Furnishing of flagging services during construction of the Project as required and set forth in further detail on Exhibit C—"Flagging Services and Construction Contractor Requirements", attached hereto and incorporated herein;

(d) Furnishing engineering and inspection as required in connection with the construction of the Structure;

(e) Providing a contract project coordinator, at Commission's expense, to serve as a project manager for the Structure;

(f) Providing a structural coordinator and project inspector/coordinator, at Commission's expense, to monitor any construction activities;

(g) Construction and Removal of the three (3) Shoo-fly tracks;

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(h) Signal work, including relocation and installation of a temporary wayside signal bridge;

(i) Providing survey control for all track work;

(j) Providing review, at Commission's expense, of plans and specifications for any falsework, shoring, and demolition that may be subsequently submitted to BNSF by Commission or its contractor for approval;

(k) Temporary shortening of the B-yard Lead track, GM Auto Lead track, and Main Track #4 through the installation and removal of crossover tracks including the line over and lining back of the existing storage tracks;

(l) Replacement of the temporarily shortened B-yard Lead track, GM Auto Lead track, and Main Track #4 back to the original alignment; and

(m) Removal of the existing Laurel Street at-grade crossing, including removal of the automatic warning devices, and obliteration of the crossing between the rails and two feet outside thereof.

3. BNSF shall do all Railroad Work set forth in Article II, Section 2 above on an actual cost basis, when BNSF, in its sole discretion, determines it is required by its labor agreements to perform such work with its own employees working under applicable collective bargaining agreements or by contractor(s) if necessary.

4. Commission agrees to reimburse BNSF's costs for work of an emergency nature caused by Commission or Commission's contractor in connection with the Project which BNSF reasonably deems is necessary for the immediate restoration of railroad operations, or for the protection of persons or BNSF property. Such work may be performed by BNSF without prior approval of Commission and Commission agrees to fully reimburse BNSF for all such emergency work.

5. BNSF may charge Commission for insurance expenses, including self-insurance expenses, when such expenses cover the cost of Employer's Liability (including, without limitation, liability under the Federal Employer's Liability Act) in connection with the construction of the Railroad Work for the Project. Such charges shall be considered part of the actual cost of the Project, regardless of the nature or amount of ultimate liability for injury, loss or death to BNSF's employees, if any.

6. During the construction of the Project, BNSF shall send Commission progressive invoices detailing the costs of the Railroad Work performed by BNSF under this Agreement. Commission shall reimburse BNSF for completed force-account work within thirty (30) days of the date of the invoice for such work. Upon completion of the Project, BNSF shall send Commission a detailed invoice of final costs, segregated as to labor and materials for each item in the recapitulation shown on Exhibit D. Pursuant to this

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section and Article IV, Section 7 herein, Commission shall pay the final invoice within ninety (90) days of the date of the final invoice. BNSF may assess a finance charge of 0.033% per day (7% per annum) on any unpaid sums or other charges due under this Agreement which are past its credit terms. The finance charge continues to accrue daily until the date payment is received by BNSF, not the date payment is made or the date postmarked on the payment. Finance charges may be assessed on delinquent sums and other charges as of the end of the month and may be reduced by amounts in dispute and any unposted payments received by the month's end. Finance charges, if any, shall be noted on invoices sent to Commission under this section. **For purposes of computing the time limits prescribed by Section 911.2 of the California Government Code for the presentment of a claim against the Commission for failure to reimburse BNSF for the costs of the Railroad Work performed by it pursuant to this Agreement, the cause of action shall be deemed to have accrued one hundred and eighty (180) days after the date of the final invoice.**

ARTICLE III - CITY and COMMISSION OBLIGATIONS

In consideration of the covenants of BNSF set forth herein and the faithful performance thereof, City and Commission agree as follows:

1. Commission shall furnish to BNSF plans and specifications for the Project. Four sets of said plans (reduced size 11" x 17"), together with two copies of calculations, and two copies of specifications in **English Units**, shall be submitted to BNSF for approval prior to commencement of any construction. BNSF shall give Commission final written approval of the plans and specifications substantially in the form of Exhibit E—"Plans and Specifications Approval Letter", attached to this Agreement and made a part hereof. Upon BNSF's final written approval of the plans and specifications, said plans and specifications shall become part of this Agreement and are hereby incorporated herein. Approval of the plans and specifications by BNSF shall in no way obligate BNSF in any manner with respect to the finished product design and/or construction, except that such approval by BNSF shall mean only that the plans and specifications meet the subjective standards of BNSF and that such plans and specification are deemed sufficient for BNSF's intended use of the Structure. Such approval by BNSF shall not be deemed to mean that the plans and specifications or construction is structurally sound and appropriate or that such plans and specifications meet applicable regulations, laws, statutes or local ordinances and/or building codes.

2. City and Commission shall make any required governmental applications and obtain all required government permits and approvals for the construction of the Project.

3. City and Commission shall provide for and maintain minimum vertical and horizontal clearances, as required in Exhibit C and as approved by BNSF as part of the plans and specifications for the Project.

4. City and Commission shall acquire all rights-of-way necessary for the construction of the Project.

5. Commission shall make any and all arrangements, in compliance with BNSF's Utility Accommodation Manual (http://www.bnsf.com/communities/faqs/pdf/utility.pdf), for the installation or relocation of wire lines, pipe lines and other facilities owned by private persons, companies, corporations, political subdivisions or public utilities other than BNSF which may be necessary for the construction of the Project.

6. Commission shall construct the Project as shown on the attached Exhibit A and do all work ("Commission's Work") provided for in the plans and specifications for the Project, except Railroad Work that shall be performed by BNSF hereunder. Commission shall furnish all labor, materials, tools and equipment for the performance of Commission's Work. The principal elements of Commission's Work are as follows:

(a) Design and Construction of the Structure;

(b) Removal of any BNSF maintenance buildings if any, foundations and concrete aprons;

(c) All necessary grading and paving, including backfill of excavations and restoration of disturbed vegetation on BNSF's right-of-way;

(d) Placement of twelve (12) inches of sub-ballast and the initial eight (8) inches of crushed rock ballast on all track roadbeds for the shoo-flies and for the permanent replacement of the main tracks and storage tracks;

(e) Placement of a waterproof membrane on the deck of the Structure, and after the placement of such waterproofing membrane, placement of a layer of crushed rock ballast, not to exceed six (6) inches in thickness, on the deck of the Structure;

(f) Provide suitable drainage, both temporary and permanent;

(g) Installation of a gate in the fence along the geographical eastern boundary of BNSF's right of way in order to provide BNSF with permanent access for maintenance purposes;

(h) Temporary Installation of K-Rail (Jersey) barriers and chain link fencing along Laurel Street, N 8th Street, N 7th Street, and both sides of the tracks and the traveled roadways;

(i) Temporary Installation of a chain link fence barrier separating construction of the Structure from the shoo-fly tracks;

(j) Performance of necessary engineering, grading and staking for the Structure;

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(k) Providing of pedestrian and trespasser control during construction;

(l) Design and construction of a permanent roadway across the Structure along the Track #4 to be used for BNSF maintenance access;

(m) Installation and maintenance of an 8-ft. high fence and/or concrete combination (throw fence) on the outside barrier of the Structure; and

(n) Job site cleanup including removal of all construction materials, concrete debris, surplus soil, refuse, contaminated soils, asphalt debris, litter and other waste materials to the satisfaction of BNSF.

7. Commission shall apply and maintain said D.O.T. Crossing number 026449C, and the Public Utility Commission Crossing number 002B-2.10 in a conspicuous location on the Structure.

8. Commission's Work shall be performed by Commission's contractor in a manner that shall not endanger or interfere with the safe and timely operations of BNSF and its facilities.

9. For any future inspection or maintenance, either routine or otherwise, performed by subcontractors on behalf of Commission, Commission shall require the subcontractors to comply with the provisions of Exhibit C and execute the agreement attached hereto as Exhibit C-1—"Contractor Letter Agreement". Prior to performing any future maintenance with its own personnel, Commission shall (i) comply with all of BNSF's applicable safety rules and regulations; (ii) require any Commission employee performing maintenance to complete the safety training program at the BNSF's Internet Website "www.contractororientation.com"; (iii) notify BNSF when, pursuant to the requirements of Exhibit C, a flagger is required to be present; (iv) procure, and have approved by BNSF's Risk Management Department, Railroad Protective Liability insurance.

10. Commission shall require its contractor(s) to notify BNSF's Roadmaster at least thirty (30) calendar days prior to requesting a BNSF flagman in accordance with the requirements of Exhibit C. Additionally, Commission shall require its contractor(s) to notify BNSF's Manager of Public Projects thirty (30) calendar days prior to commencing work on BNSF property or near BNSF tracks.

11. Commission or its contractor(s) shall submit one reduced size 11" x 17" paper copy, including calculations, expressed in **English Units** of the plans and specifications for proposed shoring, falsework, or cribbing to be used over, under, or adjacent to BNSF's tracks to BNSF's Director Structural Engineering. Commission or its contractor(s) shall submit a PDF copy of the plans and specifications for the proposed shoring, falsework, or cribbing to both BNSF's Manager Public Projects and BNSF's Director Structural Engineering. The PDF copy with a file size of two (2) megabytes or less should be sent via an email attachment. Should the PDF copy of the plans and

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specifications exceed two (2) megabytes, a CD (Compact Disk) of the plans and specifications should be sent via overnight mail service to both BNSF offices for approval. The email and mailing addresses are included in Article IV, Section 29. The shoring, falsework or cribbing used by Commission's contractor shall comply with the BNSF Bridge Requirements set forth on Exhibit F, attached to this Agreement and incorporated herein, and all applicable requirements promulgated by state and federal agencies, departments, commissions and other legislative bodies.

Falsework shall be designed according to the State of California, Department of Transportation FALSEWORK MANUAL available at this Web Site: http://www.dot.ca.gov/hq/esc/construction/manuals/OSCCompleteManuals/FalseworkManual.pdf

12. Commission shall include the following provisions in any contract with its contractor(s) performing work on said Project:

(a) Contractor is placed on notice that fiber optic, communication and other cable lines and systems (collectively, the "Lines") owned by various telecommunications companies may be buried on BNSF's property or right-of-way. The locations of these Lines have been included on the plans based on information from the telecommunications companies. The contractor shall be responsible for contacting BNSF and the telecommunications companies and notifying them of any work that may damage these Lines or facilities and/or interfere with their service. The contractor shall also mark all Lines shown on the plans or marked in the field in order to verify their locations. The contractor shall also use all reasonable methods when working in the BNSF right-of-way or on BNSF property to determine if any other Lines (fiber optic, cable, communication or otherwise) may exist.

(b) The contractor shall be responsible for the rearrangement of any facilities or Lines determined to interfere with the construction. The contractor shall cooperate fully with any telecommunications company(ies) in performing such rearrangements.

(c) Failure to mark or identify these Lines shall be sufficient cause for BNSF to stop construction at no cost to Commission or BNSF until these items are completed.

(d) In addition to the liability terms contained elsewhere in this Agreement, the contractor hereby indemnifies, defends and holds harmless BNSF for, from and against all cost, liability, and expense whatsoever (including, without limitation, attorney's fees and court costs and expenses) arising out of or in any way contributed to by any act or omission of contractor, its subcontractors, agents and/or employees that cause or in any way or degree contribute to (1) any damage to or destruction of any Lines by contractor, and/or its subcontractors, agents and/or employees, on

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BNSF's property or within BNSF's right-of-way, (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on BNSF's property or within BNSF's right-of-way, and/or (3) any claim or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of such telecommunication company(ies). **THE LIABILITY ASSUMED BY CONTRACTOR SHALL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY, DEATH, CAUSE OF ACTION OR CLAIM WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF BNSF.**

13. Commission shall require compliance with the obligations set forth in this agreement, including Exhibit C and Exhibit C-1, and incorporate in each prime contract for construction of the Project, or the specifications therefore (i) the provisions set forth in Article III; (ii) the provisions set forth in Article IV; and (iii) the provisions set forth in Exhibit C and Exhibit C-l.

14. Except as otherwise provided below in this Section 14, all construction work performed by Commission for the Project shall be pursuant to a contract or contracts to be let by Commission, and all such contracts shall include the following:

(a) All work performed under such contract or contracts within the limits of BNSF's right-of-way shall be performed in a good and workmanlike manner in accordance with plans and specifications approved by BNSF;

(b) Changes or modifications during construction that affect safety or BNSF operations shall be subject to BNSF's approval;

(c) No work shall be commenced within BNSF's right-of-way until each of the prime contractors employed in connection with said work have (i) executed and delivered to BNSF an agreement in the form of Exhibit C-1, and (ii) delivered to and secured BNSF's approval of the required insurance;

(d) If it is in Commission's best interest, Commission may direct that the construction of the Project be done by day labor under the direction and control of Commission, or if at any time, in the opinion of Commission, the contractor has failed to prosecute with diligence the work specified in and by the terms of said contract, Commission may terminate its contract with the contractor and take control over the work and proceed to complete the same by day labor or by employing another contractor(s) provided; however, that any contractor(s) replacing the original contractor(s) must comply with the obligations in favor of BNSF set forth above and, provided

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further, that if such construction is performed by day labor, Commission will, at its expense, procure and maintain on behalf of BNSF the insurance required by Exhibit C-1.

(e) To facilitate scheduling for the Project, Commission shall have its contractor give BNSF's representative, 909-386-4079 a week's advance notice of the proposed times and dates for work windows. BNSF and Commission's contractor shall establish mutually agreeable work windows for the Project. Commission shall inform its contractor that any request for work windows with less than eight (8) weeks advance notice will have a reduced probability of approval. BNSF has the right at any time to revise or change the work windows, due to train operations or service obligations. BNSF shall not be responsible for any additional costs and expenses resulting from a change in work windows. Additional costs and expenses resulting from a change in work windows shall be accounted for in the contractor's expenses for the Project;

(f) The plans and specifications for the Project shall be in compliance with the Bridge Requirements set forth on Exhibit F.

15. Commission shall advise the appropriate BNSF Manager of Public Projects, in writing, of the completion date of the Structure within thirty (30) days after such completion date. Additionally, Commission shall notify BNSF's Manager of Public Projects, in writing, of the date on which Commission and/or its Contractor shall meet with BNSF for the purpose of making final inspection of the Structure.

16.

(a) **TO THE FULLEST EXTENT PERMITTED BY LAW, COMMISSION HEREBY RELEASES, INDEMNIFIES, DEFENDS AND HOLDS HARMLESS BNSF, ITS AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS (INCLUDING, WITHOUT LIMITATION, WRONGFUL DEATH AND DAMAGE TO PROPERTY OR PERSONS) AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, THE EMPLOYEES OF THE PARTIES HERETO) OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED (IN WHOLE OR IN PART) TO: (I) THE USE, OCCUPANCY OR PRESENCE OF COMMISSION, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE; (II) THE PERFORMANCE, OR FAILURE**

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TO PERFORM BY COMMISSION, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS, ITS WORK OR ANY OBLIGATION UNDER THIS AGREEMENT; (III) THE SOLE OR CONTRIBUTING ACTS OR OMISSIONS OF COMMISSION, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (IV) COMMISSION'S BREACH OF THE TEMPORARY CONSTRUCTION LICENSE OR EASEMENT GRANTED TO COMMISSION PURSUANT TO ARTICLE II OF THIS AGREEMENT; (V) ANY RIGHTS OR INTERESTS GRANTED TO COMMISSION PURSUANT TO THE TEMPORARY CONSTRUCTION LICENSE OR EASEMENT DISCUSSED IN ARTICLE II OF THIS AGREEMENT; (VI) COMMISSION'S OCCUPATION AND USE OF BNSF'S PROPERTY OR RIGHT-OF-WAY; OR (VII) AN ACT OR OMISSION OF COMMISSION OR ITS OFFICERS, AGENTS, EMPLOYEES OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY COMMISSION, OR ANYONE COMMISSION CONTROLS OR EXERCISES CONTROL OVER. THE LIABILITY ASSUMED BY COMMISSION SHALL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY OR DEATH WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OR MISCONDUCT OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF BNSF.

(b) TO THE FULLEST EXTENT PERMITTED BY LAW, CITY HEREBY RELEASES, INDEMNIFIES, DEFENDS AND HOLDS HARMLESS BNSF, ITS AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS (INCLUDING, WITHOUT LIMITATION, WRONGFUL DEATH AND DAMAGE TO PROPERTY OR PERSONS) AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, THE EMPLOYEES OF THE PARTIES HERETO) OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED (IN WHOLE OR IN PART) TO: (I) THE USE, OCCUPANCY OR PRESENCE OF CITY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE; (II) THE PERFORMANCE, OR FAILURE TO PERFORM BY CITY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS, ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT; (III) THE SOLE OR CONTRIBUTING ACTS OR

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OMISSIONS OF CITY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE; (IV) CITY'S OCCUPATION AND USE OF BNSF'S PROPERTY OR RIGHT-OF-WAY, INCLUDING, WITHOUT LIMITATION, SUBSEQUENT MAINTENANCE OF THE STRUCTURE BY CITY; OR (V) AN ACT OR OMISSION OF CITY OR ITS OFFICERS, AGENTS, EMPLOYEES OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY CITY, OR ANYONE CITY CONTROLS OR EXERCISES CONTROL OVER. THE LIABILITY ASSUMED BY CITY HEREIN IN THIS SECTION SHALL NOT BE LIMITED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY OR DEATH WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OR MISCONDUCT OF BNSF, ITS AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF BNSF.

17. Commission shall give BNSF's Manager of Public Projects written notice to proceed (**"Notice to Proceed"**) with the Railroad Work after receipt of necessary funds for the Project. BNSF shall not begin the Railroad Work (including, without limitation, procurement of supplies, equipment or materials) until written notice to proceed is received from Commission. The Notice to Proceed shall reference BNSF's Agreement No. BF10002932.

18. Commission shall give BNSF's Manager of Public Projects written notice to commence construction ("Notice to Commence Construction") when the Commission's Contractor has satisfied the requirements set forth in Article III, Section 12 (c) and before he enters onto BNSF's property to begin construction. The Notice to Commence Construction shall reference BNSF's Agreement No. BF10002932.

19. City and Commission shall perform all necessary work to obtain the permanent closure and vacation of Laurel Street across BNSF's right-of-way and shall barricade the road approaches prior to completion of the Project. BNSF shall cooperate with Commission to achieve the closure and vacation of Laurel Street and shall remove the crossing surface within its right-of-way.

20. Any and all rights-of-way obtained by Commission for the Project shall be transferred to City, without cost to City, immediately upon Project completion. City, Commission, and BNSF agree that upon completion of the Project, City shall own and maintain, at its sole cost and expense, the Structure, the highway approaches, and appurtenances thereto, lighting, drainage, any access roadways, andBNSF gates installed pursuant to this Agreement.

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21. Within thirty (30) days of the Notice to Proceed, SANBAG shall pay to BNSF directly a one-time, lump sum, payment of five million and thirteen thousand dollars ($5,013,000) as mitigation for all Project-related impacts on rail operations, including without limitation, the loss of use during construction of approximately 2,200 feet of storage track resulting from the temporary shortening of the B-yard Lead track, and GM Auto Lead track though Laurel Street, as well as for mitigation for the short train block between BNSF control points at Rana and San Bernardino. In consideration of such payment of $5,013,000, BNSF hereby completely releases and forever discharges SANBAG and its officers, directors, employees, contractors, agents, representatives, insurers, and all other agencies, entities, persons, firms, or corporations with whom any of the former have been, are now, or may hereafter be affiliated, from any and all claims, demands, obligations, actions, causes of action, rights, damages, costs, lost profits, lost goodwill, and/or other compensation of any nature whatsoever, which BNSF may have or which may hereafter accrue or otherwise be accrued, or arise from or on account of, or in relation to the Project, its construction or the impacts of either on railroad operations, revenues or costs.

ARTICLE IV - JOINT OBLIGATIONS

IN CONSIDERATION of the promises contained herein, the parties hereto mutually agree to the following:

1. All work contemplated in this Agreement shall be performed in a good and workmanlike manner and each portion shall be promptly commenced by the party obligated hereunder to perform the same and thereafter diligently prosecuted to conclusion in its logical order and sequence. Furthermore, any changes or modifications during construction which affect BNSF shall be subject to BNSF's written approval from Greg Rousseau, 909-386-4079, prior to the commencement of any such changes or modifications.

2. The work hereunder shall be done in accordance with the Bridge Requirements set forth on Exhibit F and the detailed plans and specifications approved by BNSF.

3. Commission shall require its contractor(s) to reasonably adhere to the Project's construction schedule for all Project work. At BNSF's sole discretion, any work that would affect train operations may be scheduled at night. The parties hereto mutually agree that BNSF's failure to complete the Railroad Work in accordance with the construction schedule due to inclement weather or unforeseen railroad emergencies shall not constitute a breach of this Agreement by BNSF and shall not subject BNSF to any liability. Regardless of the requirements of the construction schedule, BNSF reserves the right to reallocate the labor forces assigned to complete the Railroad Work in the event of an emergency to provide for the immediate restoration of railroad operations of either BNSF or its related railroads, or to protect persons or property on or near any BNSF owned property. BNSF shall not be liable for any additional costs or expenses resulting from any such reallocation of its labor forces. The parties mutually

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agree that any reallocation of labor forces by BNSF pursuant to this provision and any direct or indirect consequences or costs resulting from any such reallocation shall not constitute a breach of this Agreement by BNSF.

4. BNSF shall have the right to request any Commission employee or City employee who enters BNSF's property, and because of their incompetence, neglect of duty, unsafe conduct or misconduct they adversely affect BNSF's operations or facilities, be removed from BNSF's property. In the event Commission or City elects not to honor such request, BNSF may stop work within its property until the matter has been fully resolved to BNSF's satisfaction. The party whose employee has been asked to leave the BNSF's property will indemnify BNSF and the other parties against any claims arising from such removal.

5. BNSF shall have the right to stop construction work on the Project if any of the following events take place: (i) Commission (or any of its contractors) performs the Project work in a manner contrary to the plans and specifications approved by BNSF; (ii) Commission (or any of its contractors), in BNSF's opinion, prosecutes the Project work in a manner that is hazardous to BNSF property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Commission fails to pay BNSF for the Easement pursuant to Article II, Section 1 of this Agreement. The work stoppage shall continue until all necessary actions are taken by Commission or its contractor to rectify the situation to the satisfaction of BNSF's Division Engineer or until proof of additional insurance has been delivered to and accepted by BNSF. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, BNSF may immediately suspend the Temporary Construction License or the Easement. Any such work stoppage under this provision shall not give rise to any liability on the part of BNSF. BNSF's right to stop the work is in addition to any other rights BNSF may have including, but not limited to, actions or suits for damages or lost profits. In the event that BNSF desires to stop construction work on the Project, BNSF agrees to immediately notify the following individual in writing:

Mr. Garry Cohoe
Director of Project Delivery
San Bernardino Associated Governments
1170 W. 3rd Street, Floor 2
San Bernardino, CA 92410
Phone number: (909) 884-8276
Fax number: (909) 388-2002
Email: gcohoe@sanbag.ca.gov

6. Commission shall supervise and inspect the operations of all Commission contractors to ensure compliance with the plans and specifications approved by BNSF, the terms of this Agreement and all safety requirements of BNSF. If BNSF determines that proper supervision and inspection are not being performed by Commission's personnel at any time during construction of the Project, BNSF has the right to stop

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construction (within or adjacent to its operating right-of-way). Construction of the Project shall not proceed until Commission corrects the situation to BNSF's reasonable satisfaction. If BNSF believes that the situation is not being corrected in an expeditious manner, BNSF shall immediately notify Garry Cohoe at San Bernardino Associated Governments for appropriate corrective action.

7. Commission's or City's employees, agents, contractors, representatives and invitees shall wear Personal Protective Equipment ("**PPE**") when on BNSF's property during construction of the Project or performing subsequent maintenance after completion of construction. The PPE shall meet applicable OSHA and ANSI specifications. Current BNSF PPE requirements are listed on the web site, www.contractororientation.com. A partial list of BNSF's PPE requirements include; a) safety glasses: permanently affixed side shields, no yellow lenses, b) hard hats with high visibility orange cover, c) safety shoes: hardened toe, above-the-ankle lace-up with a defined heel and d), high visibility retro-reflective orange vests are required as specified by BNSF's representative in charge of the Project. PPE requirements as defined on the web site, will be amended from time to time, and shall take precedence over the Partial list of requirements outlined in this Section 7 of Article IV. Hearing protection, fall protection and respirators will be worn as required by State and Federal regulations.

8. BNSF shall contribute ten percent (10%) of the Total Project Costs if federal funds are not utilized on the Project, or five percent (5%) of the Total Project Costs if federal funds are utilized on the Project (**hereinafter referred to as "BNSF's Share"**). BNSF's Share is estimated at six million and one hundred fifteen dollars ($6,000,377) if no federal funds are utilized on the Project. BNSF's Share shall be based on the total actual costs for all project management, environmental, design, right-of-way, permitting, mitigation required in relation to permitting and environmental, installation, construction management, and construction costs. The total actual cost of construction for the Project is presently estimated to be sixty million, one thousand and one hundred forty-nine dollars ($60,001,149), more particularly described (together with BNSF's Share) on Exhibit G "Laurel Street Grade Separation Project Estimated Total Project Cost" attached hereto and incorporated herein.

9. BNSF shall make payment in full of BNSF's Share to Commission upon receipt of a detailed invoice of the Project's actual final costs, together with written advice of the project's date of completion as provided for hereinabove in Article III, Section 15.

10. Commission shall furnish BNSF's Manager Public Projects month Project Progress Reports that detail work completed, percentage of Project completeness, an updated projection of the Project's final cost, and the project's estimated completion date for BNSF's use in budgeting BNSF's Share.

11. Pursuant to this Section and Article II, Section 6 herein, Commission shall reimburse BNSF in full for the actual costs of all work performed by BNSF under this Agreement.

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12. All expenses detailed in statements sent to Commission pursuant to Article II, Section 6 herein shall comply with the terms and provisions of the Title 23 U.S. Code, Title 23 Code of Federal Regulations, and the Federal-Aid Policy Guide, U.S. Department of Transportation, as amended from time to time, which manual is hereby incorporated into and made a part of this Agreement by reference. The parties mutually agree that BNSF's preliminary engineering, design, and contract preparation costs described in Article II, Section 2 herein are part of the costs of the Project even though such work may have preceded the date of this Agreement.

13. In any action brought under this Agreement, the prevailing Party shall be entitled to recover its actual costs and attorneys fees pursuant to California Civil Code Section 1717, as well as other litigation costs, including expert witness fees. The prevailing Party shall also be entitled to recover all actual attorneys' fees and litigation costs incurred in connection with the enforcement of a judgment arising from such action or proceeding.

14. The parties mutually agree that neither construction activities for the Project, nor future maintenance of the Structure once completed, that would interfere with BNSF's rail operations shall be permitted during the fourth quarter of each calendar. Emergency maintenance work shall be permitted only upon prior notification to BNSF's Network Operations Center (telephone number: 800 832-5452). The parties hereto mutually understand and agree that trains cannot be subjected to delay during this time period.

15. Subject to the restrictions imposed by Article IV, Section 14 above, the construction of the Project shall not commence until Commission gives BNSF's Manager of Public Projects thirty (30) days prior written notice of such commencement. The commencement notice shall reference BNSF's Agreement No. BF10002932 and shall state the time that construction activities will begin.

16. In addition to the terms and conditions set forth elsewhere in this Agreement, including, but not limited to, the terms and conditions stated in Exhibit F, BNSF, Commission, and City agree to the following terms upon completion of construction of the Project:

(a) Notwithstanding anything to the contrary contained in this Agreement, BNSF shall, at its sole cost and expense, accept, own, and maintain its track roadbed, track, railroad drainage, and all other railroad facilities installed on the Structure pursuant to the Project (including the Railroad Work);

(b) Notwithstanding anything to the contrary contained in this Agreement, City shall own and maintain, at its sole cost and expense, the Structure, the highway approaches, and appurtenances thereto, lighting, drainage and any access roadways, and BNSF access gates installed pursuant to this Agreement. BNSF may, at its option, perform maintenance or repairs on the Structure in order to avoid conflicts with train operations. BNSF shall

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notify City prior to performing any such maintenance or repairs on the Structure. In the event such maintenance involves emergency BNSF shall notify City at its earliest opportunity. City shall fully reimburse BNSF for the costs of maintenance or repairs performed by BNSF pursuant to this subsection (b).

(c) City shall perform the necessary work to obtain the permanent closure of the Laurel Street at-grade crossing;

(d) City shall, at City's sole cost and expense, keep the Structure painted and free from graffiti;

(e) City shall apply and maintain vertical clearance signs which consistently and accurately describe the minimum actual vertical clearance from the bottom of the Structure to the top of any pavement;

(f) Commission shall reimburse BNSF for the cost of track surfacing due to settlement caused by the construction of the Structure for a period not to exceed two (2) years from the date of final inspection pursuant to Article III, Section 15;

(g) City shall provide BNSF with any and all necessary permits and maintain roadway traffic controls, at no cost to BNSF, whenever requested by BNSF to allow BNSF to inspect the Structure or to make emergency repairs thereto;

(h) It is expressly understood by City and BNSF that any right to install utilities on or in the Structure shall be governed by a separate permit or license agreement between the parties hereto;

(i) City shall keep the Structure and surrounding areas clean and free from birds, pigeons, scavengers, vermin, creatures and other animals to the extent practicable; and

(j) If City (including its contractors and agents) or BNSF, on behalf of City, performs after Project completion, any (i) alterations or modifications to the Structure, or (ii) any maintenance or other work on the Structure with heavy tools, equipment or machinery at ground surface level horizontally within 25'-0" of the centerline of the nearest track, or (iii) any maintenance or other work outside the limits of the deck of the Structure vertically above the top of the rail, then City or its contractors and/or agents shall procure and maintain the following insurance coverage, which may be changed from time to time:

<u>Railroad Protective Liability insurance</u> naming only BNSF as the Insured with coverage of at least $5,000,000 per occurrence and $10,000,000 in

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the aggregate. The policy shall be issued on a standard ISO form CG 00 35 12 04 and include the following:

- Endorsed to include the Pollution Exclusion Amendment.
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to remove any exclusion for punitive damages.
- Endorsed to include Evacuation Expense Coverage Endorsement.
- No other endorsements restricting coverage may be added.
- The original policy shall be provided to ***BNSF*** prior to performing any work or services under this Agreement.
- Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured care, custody and control arising out of the acts or omissions of the contractor named on the Declarations."

As used in this subsection (i), "***BNSF***" means "Burlington Northern Santa Fe, LLC", "BNSF RAILWAY COMPANY" and the subsidiaries, successors, assigns and affiliates of each. In lieu of providing a Railroad Protective Liability Policy, City may participate in BNSF's Blanket Railroad Protective Liability Insurance Policy <u>if available</u> to City or its contractors. The limits of coverage are the same as above.

17. City hereby grants to BNSF, at no cost or expense to BNSF, a permanent right of access from City property to BNSF tracks for maintenance purposes only.

18. Within 90 days of the conclusion of the Project and final acceptance by BNSF, Commission must provide to BNSF and to City a complete electronic set of the bridge plans with the railroad clearances (prepared in **<u>English Units</u>**). BNSF will also accept a marked up paper copy of the bridge plans labeled **"As Built"**. The marked up copy of those plans will reflect any and all deviations from the original plans that occurred during construction. The electronic set of bridge plans will be submitted in Micro Station *.dgn electronic format (preferred) or AutoCAD *.dwg format. Electronic plans are to be submitted in the original format used for CAD plan preparation and not converted to another format prior to submission. The As Built plans shall show actual measured "as constructed" clearances, as well as depth, size and location of all foundation components. The plans shall show dimensioned locations of existing and relocated utilities. The As Built plans must comply with the Bridge Requirements set forth on <u>Exhibit F</u> and depict all information in BNSF engineering stationing and mile post pluses. The As Built plans must also include plan and profile, structural bridge drawings and specifications, and drainage plans. All improvements and facilities must be shown. It is understood that BNSF prefers to receive the As Built plans in an electronic format.

19. Subject to the restrictions imposed by Article IV, Section 14 above and in accordance with the requirements of Article III, Section 9 above, City shall notify and

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obtain prior authorization from BNSF's Manager of Public Projects before entering BNSF's right-of-way for **INSPECTION OR MAINTENANCE** purposes, and the BNSF Manager of Public Projects shall determine if flagging is required. If the construction work hereunder is contracted, City shall require its prime contractor(s) to comply with the obligations set forth in Exhibit C and Exhibit C-1, as the same may be revised from time to time. City shall be responsible for its contractor(s) compliance with such obligations.

20. BNSF may, at its expense, make future changes or additions to the railroad components of the Structure in BNSF right-of-way if necessary or desirable, in BNSF's sole discretion, including, without limitation the following: (i) the right to raise or lower the grade or change the alignment of its tracks, (ii) the right to lay additional track or tracks, or (iii) the right to build other facilities in connection with the operation of its railroad. Such changes or additions must not change or alter the highway components of the Structure. If it becomes necessary or desirable in the future to change, alter, widen or reconstruct the highway components of the Structure to accommodate railroad projects, the cost of such work, including any cost incidental to alteration of railroad or highway facilities made necessary by any such changes to the Structure, will be negotiated by the parties and subject to a future amendment or agreement (subject to the written approval of the authorized representatives of both parties).

21. City may, at City's sole expense, alter or reconstruct the highway components of the Structure if necessary or desirable, due to traffic conditions or pedestrian or other recreational traffic, provided, however, that any such alteration or reconstruction shall receive BNSF's prior written approval as evidenced by either a supplement to this Agreement, or execution of a new agreement that provides for the termination of this Agreement. Furthermore, any alteration or reconstruction of the highway components of the Structure shall be covered by an Order of the California Public Utilities Commission.

22. Any books, papers, records and accounts of the parties hereto relating to the work hereunder or the costs or expenses for labor and material connected with the construction shall at all reasonable times be open to inspection and audit by the agents and authorized representatives of the parties hereto, as well as the State of California and the Federal Highway Administration, for a period of three (3) years from the date of the final BNSF invoice under this Agreement.

23. The covenants and provisions of this Agreement are binding upon and inure to the benefit of the successors and assigns of the parties hereto. Notwithstanding the preceding sentence, no party hereto may assign any of its rights or obligations hereunder without the prior written consent of the other parties, except that this Agreement shall operate as consent for Commission to transfer any right, title, or interest in the Structure or the Easement to the City without any additional consent or approval of BNSF.

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24. In the event construction of the Project does not commence within three (3) years of the Effective Date, this Agreement shall become null and void.

25. Neither termination nor expiration of this Agreement shall release the parties from any liability or obligation under this Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration.

26. To the maximum extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity and the remainder of the provision shall be enforceable.

27. This Agreement (including exhibits and other documents, manuals, etc. incorporated herein) is the full and complete agreement between BNSF, City, and Commission.

28. This Agreement shall be governed by and construed in accordance with the laws of the state of California.

29. Any notice provided for herein or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified mail, return receipt requested, to the parties at the following addresses:

BNSF:

Manager of Public Projects
Melvin Thomas
740 East Carnegie Drive
San Bernardino, CA 92408
Email: Melvin.Thomas@bnsf.com

Director Structural Engineering
Ronald Berry
4515 Kansas Avenue
Kansas City, KS 66106
Email: Ronald.Berry@bnsf.com

City:

Mr. Amer Jakher, P.E.
Public Works Director
City of Colton
160 S. 10th Street
Colton, CA 92324

SANBAG:

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

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

BNSF RAILWAY COMPANY
A Delaware corporation

_____
Sanford C. Sexhus
Vice President of Engineering

CITY OF COLTON
A public body

_____
Sarah S. Zamora
Mayor

Approved as to Legal Form

_____
Marco Martinez
City Attorney

SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION,
A public body

_____
Janice Rutherford
President, Board of Directors

Approved as to Legal Form

_____
Eileen Monaghan Teichert
General Counsel

Concurrence

_____
Jeffery Hill
Contract Administrator

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Exhibit A

"Map of Structure and Temporary Construction License Right-of-Way"

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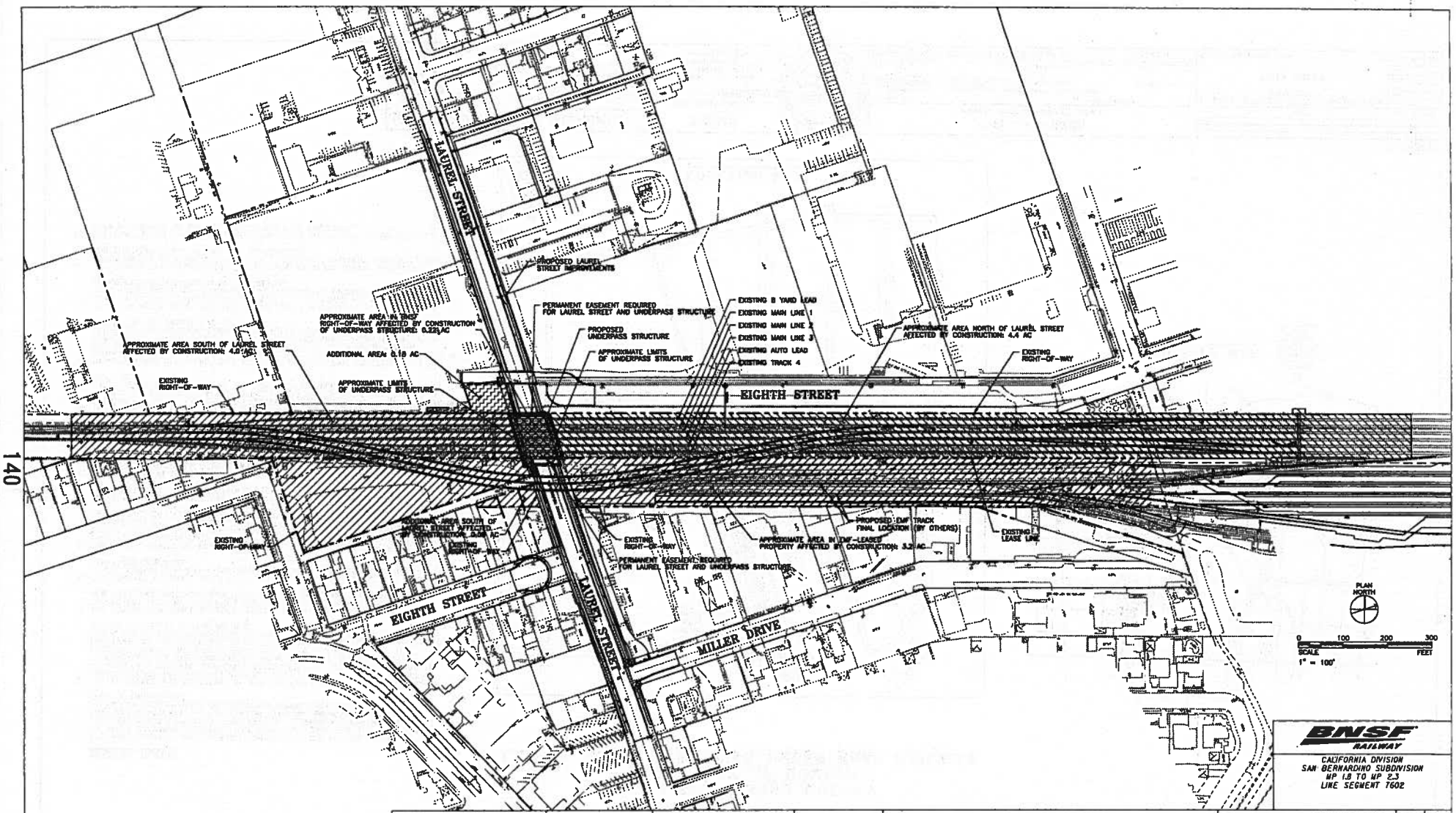


Underground Service Alert	BENCHMARK	SANBAG	CITY OF COLTON	REVISIONS	DATE	APPR.
Call: TOLL FREE 1-800 422-4133 TWO WORKING DAYS BEFORE YOU DIG		SAN BERNARDINO ASSOCIATED GOVERNMENTS 1170 WEST THIRD STREET SAN BERNARDINO, CA 92410 (909)884-8276 www.sanbag.ca.gov	PUBLIC WORKS AND UTILITIES SERVICES DEPARTMENT	LAUREL STREET GRADE SEPARATION PROJECT SHOOFLY TRACKS AND UNDERPASS RIGHT-OF-WAY AREA REQUIREMENTS		
			PREPARED BY: [illegible] 6 HUTTON CENTRE DRIVE, SUITE 1250 SANTA ANA, CA 92707	CITY ENGINEER NAME: AMER JAKHER R.C.E. 50932 EXPIRES 9-30-11 APPROVED: DATE:		
			PRINCIPLE ENGINEER R.C.E No. 60110 DATE	PLAN NO. 1	ADDRESS: COLTON, CA 92324	SHEET 1 OF 1

SAN BERNARDINO ASSOCIATED GOVERNMENTS

PROJECT PLANS FOR CONSTRUCTION OF

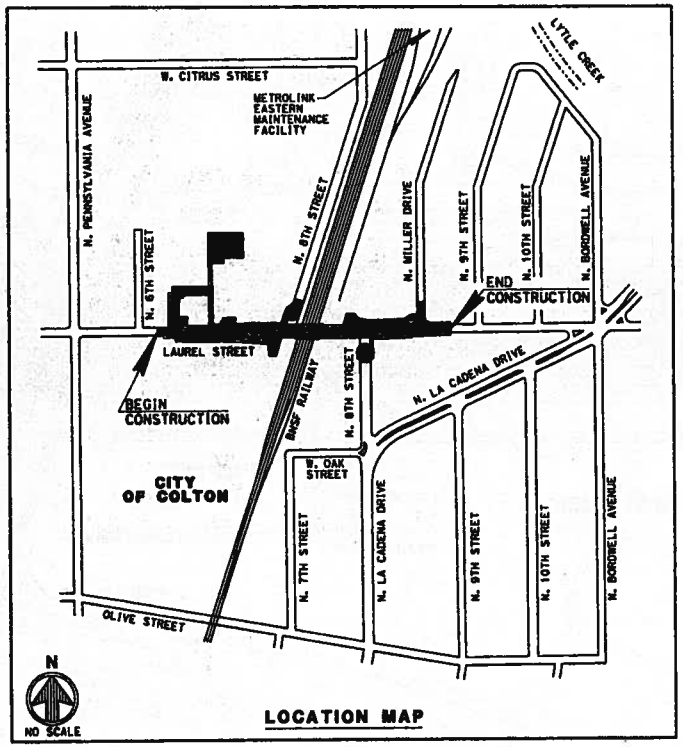
LAUREL STREET GRADE SEPARATION

IN SAN BERNARDINO COUNTY
IN THE CITY OF COLTON
LAUREL STREET CROSSING UNDER BNSF RAILWAY

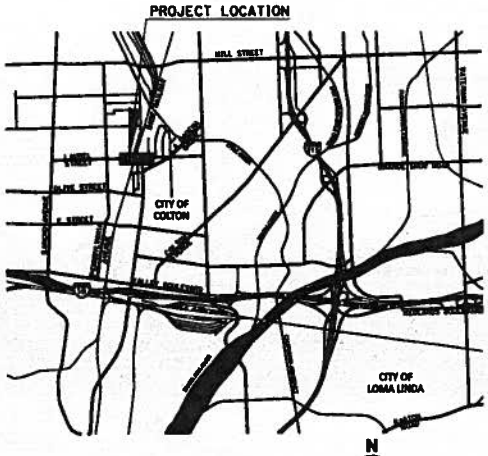
DRAFT PLAN
NOT FOR CONSTRUCTION

GENERAL NOTES:

1. THE WORK EMBRACED HEREIN SHALL CONFORM TO THE PROVISIONS IN THE CALTRANS STANDARD SPECIFICATIONS DATED MAY 2006 AND THE CALTRANS STANDARD PLANS DATED MAY 2006, OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION; THE CITY OF COLTON STANDARD DRAWINGS,STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION (SPPWC-2009 EDITION) AND THE SPECIAL PROVISIONS.
2. THE EXISTENCE AND LOCATIONS OF ANY UNDERGROUND UTILITIES, PIPES OR SUBSTRUCTURES SHOWN ON THESE PLANS HAVE BEEN OBTAINED BY A SEARCH OF AVAILABLE RECORDS. AND SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. THE APPROVAL OF THESE PLANS BY THE CITY OF COLTON DOES NOT CONSTITUTE A REPRESENTATION AS TO THE ACCURACY OF THE LOCATIONS OR THE EXISTENCE OR NONEXISTENCE OF UTILITIES. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR THE PROTECTION OF ALL UTILITIES WITHIN THE LIMITS OF THE PROJECT.
3. THE CONTRACTOR SHALL CONDUCT OPERATIONS IN SUCH A MANNER AS TO PROTECT NOT ONLY UTILITIES AND SUBSTRUCTURES SHOWN BUT OTHER UTILITIES AND SUBSTRUCTURES THAT ARE NOT SHOWN ON THESE PLANS.
4. THE CONTRACTOR SHALL NOTIFY ALL UTILITIES AT LEAST 5 DAYS IN ADVANCE OF ANY EXCAVATION. FOR ASSISTANCE CALL UNDERGROUND SERVICE ALERT, USA 1-800-422-4133.
5. DURING THE PERIOD OF CONSTRUCTION, THE CONTRACTOR SHALL FURNISH, ERECT AND MAINTAIN SUCH WARNINGS, SIGNS, BARRICADES, AND OTHER SAFETY MEASURES AS TO MAINTAIN SAFE PASSAGE FOR PEDESTRIANS AND VEHICLES AT ALL TIMES AS REQUIRED BY THE STANDARD SPECIFICATIONS, THE SPECIAL PROVISIONS, AND AS DIRECTED BY THE ENGINEER.
6. THE CONTRACTOR SHALL POSSESS A CLASS "A" OR APPROPRIATE CLASS LICENSE AT THE TIME THE CONTRACT IS AWARDED.
7. THE CONTRACTOR SHALL NOT OPEN MORE TRENCH THAN CAN BE PROPERLY CONSTRUCTED AND FILLED IN A DAY'S OPERATION, AND TRENCH UNAVOIDABLY LEFT OPEN DURING THE HOURS OF DARKNESS OR OVER A WEEKEND SHALL BE FENCED WITH 6-FOOT CHAIN LINK FENCING AND BE PROPERLY LIGHTED AS DIRECTED BY THE ENGINEER.
8. OSHA PERMIT REQUIRED FOR TRENCHES OVER 5 FEET IN DEPTH.
9. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN SUCH FENCES, BARRIERS, DIRECTIONAL SIGNS, LIGHTS, AND FLAGMEN AS ARE NECESSARY TO GIVE ADEQUATE WARNING TO THE PUBLIC AT ALL TIMES OF ANY DANGEROUS CONDITIONS TO BE ENCOUNTERED AS A RESULT OF THE CONSTRUCTION WORK AND GIVE DIRECTIONS TO THE PUBLIC.
10. IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK, AND THE CONTRACTOR SHALL FULLY COMPLY WITH ALL STATE AND FEDERAL LAWS, RULES, REGULATIONS, AND ORDERS RELATING TO SAFETY OF THE PUBLIC AND WORKMEN.
11. PUBLIC STREETS SHALL BE KEPT CLEAN AND FREE FROM DIRT AND/OR DEBRIS. DUST SHALL BE CONTROLLED AT ALL TIMES BY APPROVED METHODS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS INCURRED IN STREET CLEANING NECESSITATED BY HIS OPERATION.
12. THE CONTRACTOR SHALL EXERCISE DUE CARE TO AVOID INJURY TO EXISTING IMPROVEMENTS OR FACILITIES, UTILITY FACILITIES, ADJACENT PROPERTY, AND TREES AND SHRUBBERY THAT ARE NOT TO BE REMOVED.
13. THE CONTRACTOR SHALL MARK THE LOCATION OF WATER AND SEWER SERVICES WITH A STAMPED "W" AND "S" RESPECTIVELY ON THE CURB.



LOCATION MAP

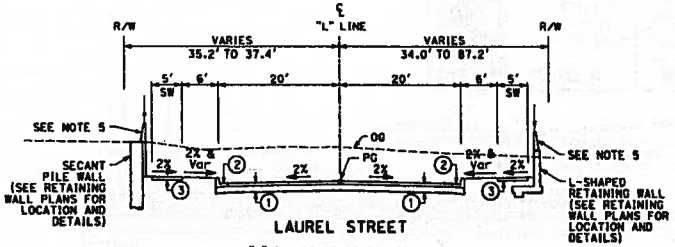


VICINITY MAP

N
NO SCALE

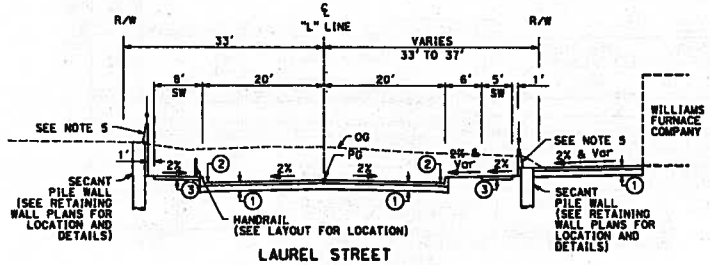
3-7-2013

UNDERGROUND SERVICE ALERT	BENCHMARK	SANBAG		CITY OF COLTON PUBLIC WORKS DEPARTMENT		
Call: TOLL FREE 1-800 422-4133 — TWO WORKING DAYS BEFORE YOU DIG	SEE CONSTRUCTION NOTES SHEET T-2 FOR BENCHMARK INFORMATION	SAN BERNARDINO ASSOCIATED GOVERNMENTS, 1170 WEST THIRD STREET, SAN BERNARDINO, CA 92410, (909)884-8276, www.sanbag.ca.gov	REGISTERED PROFESSIONAL ENGINEER — JUSTIN R. SHIRLEY, No. 60110, Exp. 6/30/14, CIVIL, STATE OF CALIFORNIA	PREPARED BY: Jacobs Engineering, 5 Hutton Centre Drive, Suite 1000, Santa Ana, CA 92707 — PRINCIPAL ENGINEER R.C.E. No. 60110 DATE 3/7/2013	CITY ENGINEER: MIKE: MIER JAUHER, R.C.E. 50932, EXPIRES 9-30-13 — APPROVED: ____ DATE: ____ — PLAN NO. 1282-1	LAUREL STREET GRADE SEPARATION PROJECT — TITLE SHEET — ADDRESS: COLTON, CA 92324 — T-1 — SHEET 01 OF 270



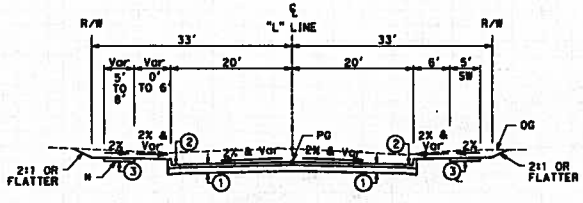
LAUREL STREET

"L" Sta 26+00 TO Sta 27+00



LAUREL STREET

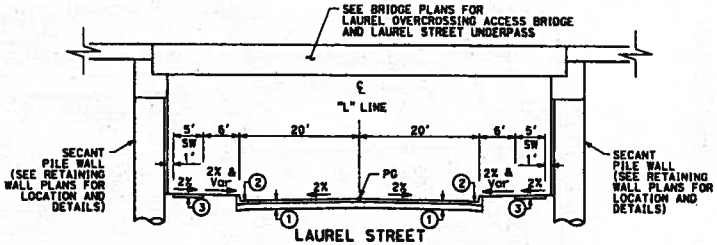
"L" Sta 14+76 TO Sta 18+60



N PCC SIDEWALK FROM "L" Sta 27+00 TO Sta 28+75

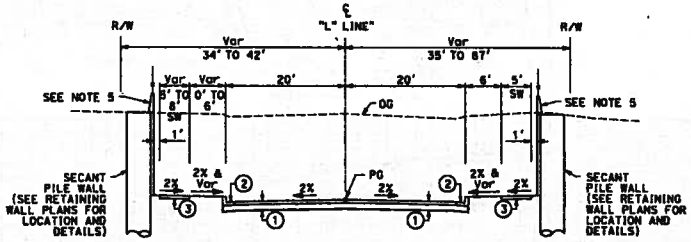
LAUREL STREET

"L" Sta 14+20 TO Sta 14+76
"L" Sta 27+00 TO Sta 29+00



LAUREL STREET

"L" Sta 20+28 TO Sta 20+57
"L" Sta 21+27 TO Sta 22+46



LAUREL STREET

"L" Sta 18+60 TO Sta 20+28
"L" Sta 20+57 TO Sta 21+27
"L" Sta 22+46 TO Sta 26+00

ROADWAY CONSTRUCTION NOTES:

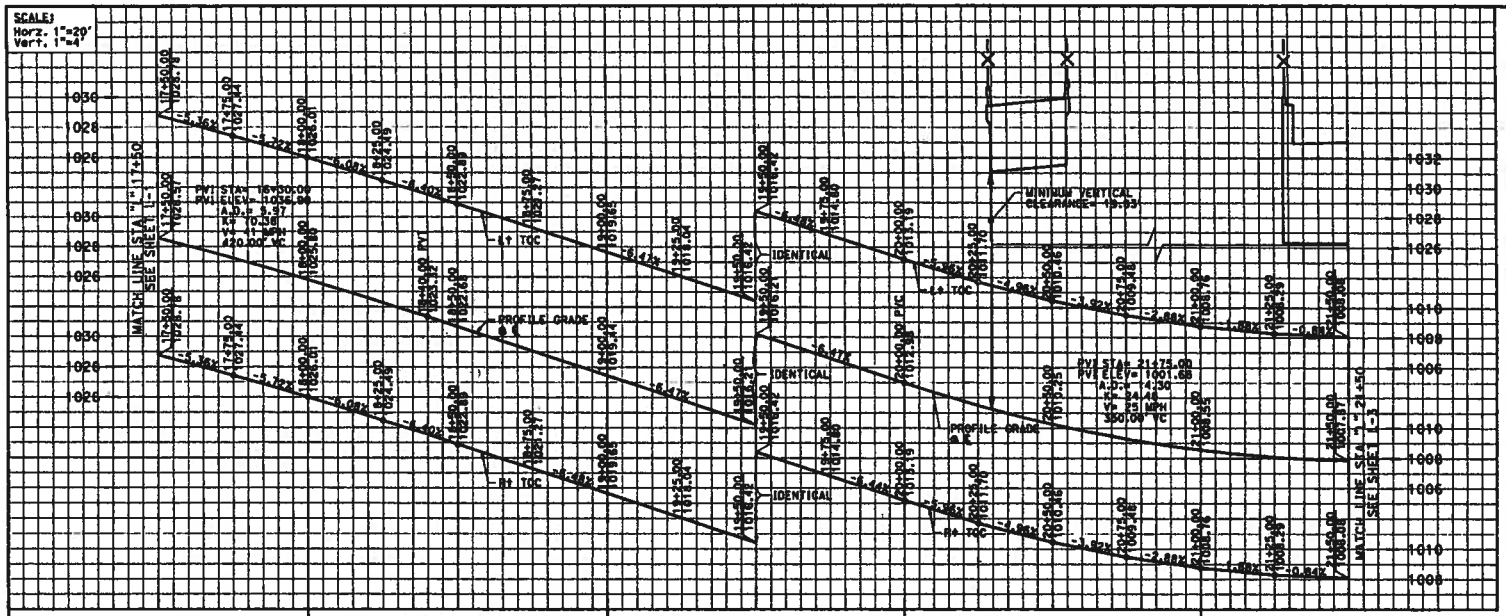
1. CONSTRUCT 4" HMA (TYPE A), OVER 6" CLASS 2 AB PER CITY OF COLTON STD. DRAWING 102
2. CONSTRUCT 8" CURB AND GUTTER PER CITY OF COLTON STD. DRAWING 106A
3. CONSTRUCT 4" PCC SIDEWALK, PER CITY OF COLTON STD. DRAWING 109

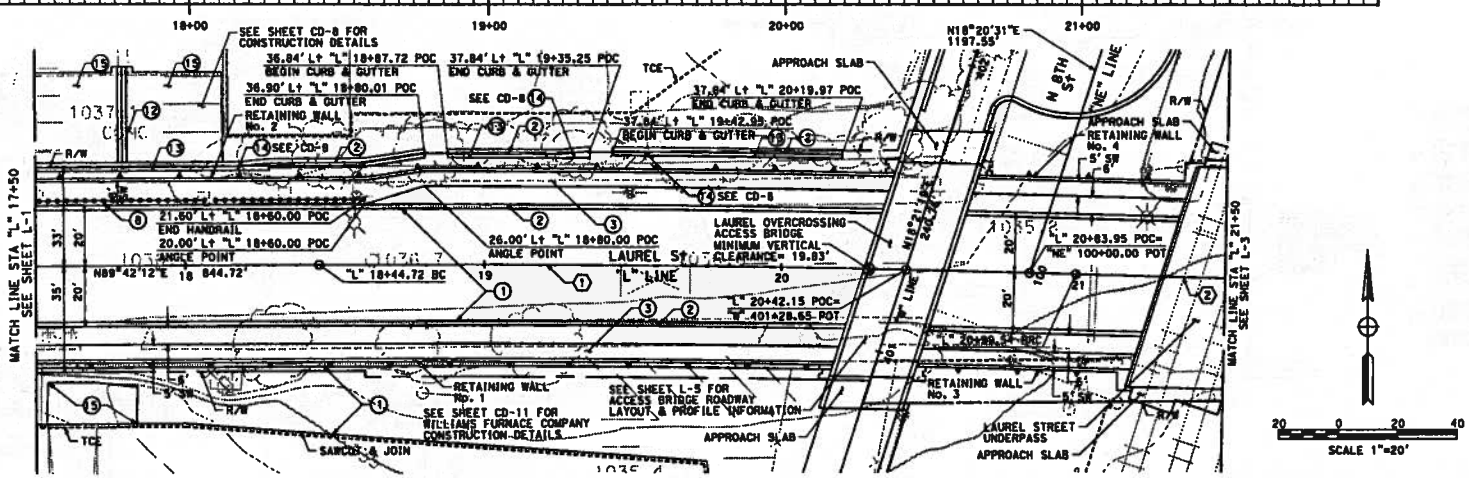
NOTES:

1. TYPICAL SECTIONS DEPICT PREDOMINANT ROADWAY FEATURES FOR THE STATION RANGES INDICATED.
2. FOR INTERSECTIONS, DRIVEWAY & CURB RAMPS, NOT SHOWN ON TYPICAL SECTIONS, SEE CONSTRUCTION DETAILS SHEETS.
3. FOR RETAINING WALL DETAILS AND OVER EXCAVATION REQUIREMENTS SEE RETAINING WALL SHEETS.
4. FOR BRIDGE SECTION AND DETAILS SEE BRIDGE SHEETS.
5. SEE RETAINING WALL AND FENCING PLANS FOR CONCRETE BARRIER AND FENCE TYPE, LOCATION AND DETAILS.
6. SEE LAYOUTS FOR LOCATION OF RIGHT OF WAY AND TEMPORARY CONSTRUCTION EASEMENTS.
7. SEE CONSTRUCTION DETAILS FOR ADDITIONAL PAVEMENT WORK ON PRIVATE PROPERTY.

3-7-2013

UNDERGROUND SERVICE ALERT Call: TOLL FREE 1-800 422-4133 TWO WORKING DAYS BEFORE YOU DIG	BENCHMARK SEE CONSTRUCTION NOTES SHEET T-2 FOR BENCHMARK INFORMATION	SANBAG SAN BERNARDINO ASSOCIATED GOVERNMENTS 1170 WEST THIRD STREET SAN BERNARDINO, CA 92410 (909)884-8276 www.sanbag.ca.gov	REGISTERED PROFESSIONAL ENGINEER MICHAEL L. SHIELDS No. 60110 Exp. 6/30/14 CIVIL STATE OF CALIFORNIA	CITY OF COLTON PUBLIC WORKS DEPARTMENT PREPARED BY: RBF Consulting 1 BUTTERFIELD CENTRE DRIVE, SUITE 100C SANTA ANA, CA 92707 CITY ENGINEER NAME: AMER JAKKER R.C.E. 50532 EXPIRES 9-30-13 APPROVED: _____ DATE: _____ 3/7/2013 PRINCIPAL ENGINEER R.C.E No. 60110 DATE PLAN NO. 1282-1	REVISION / DATE / APPR. LAUREL STREET GRADE SEPARATION PROJECT TYPICAL CROSS SECTIONS ADDRESS: COLTON, CA 92324 X-1 SHEET 63 OF 270	





ROADWAY CONSTRUCTION NOTES:

1. CONSTRUCT 4" HMA (TYPE A), OVER 6" CLASS 2 AB PER CITY OF COLTON STD. DRAWING 102
2. CONSTRUCT 8" CURB AND GUTTER PER CITY OF COLTON STD. DRAWING 106A
3. CONSTRUCT 4" PCC SIDEWALK, PER CITY OF COLTON STD. DRAWING 109
8. CONSTRUCT HANDRAIL PER SPPWC STD. PLAN 606-3
12. CONSTRUCT CONCRETE V-GUTTER PER CITY OF COLTON STD DRAWING 104
13. CONSTRUCT CONCRETE WALL STRIP PER DETAIL
14. CONSTRUCT CONCRETE WALL STRIP TRANSITION PER DETAIL ON CD-6
15. CONSTRUCT 10" JPCP (RAPID STRENGTH), OVER 6" CLASS 2 AB

NOTES:

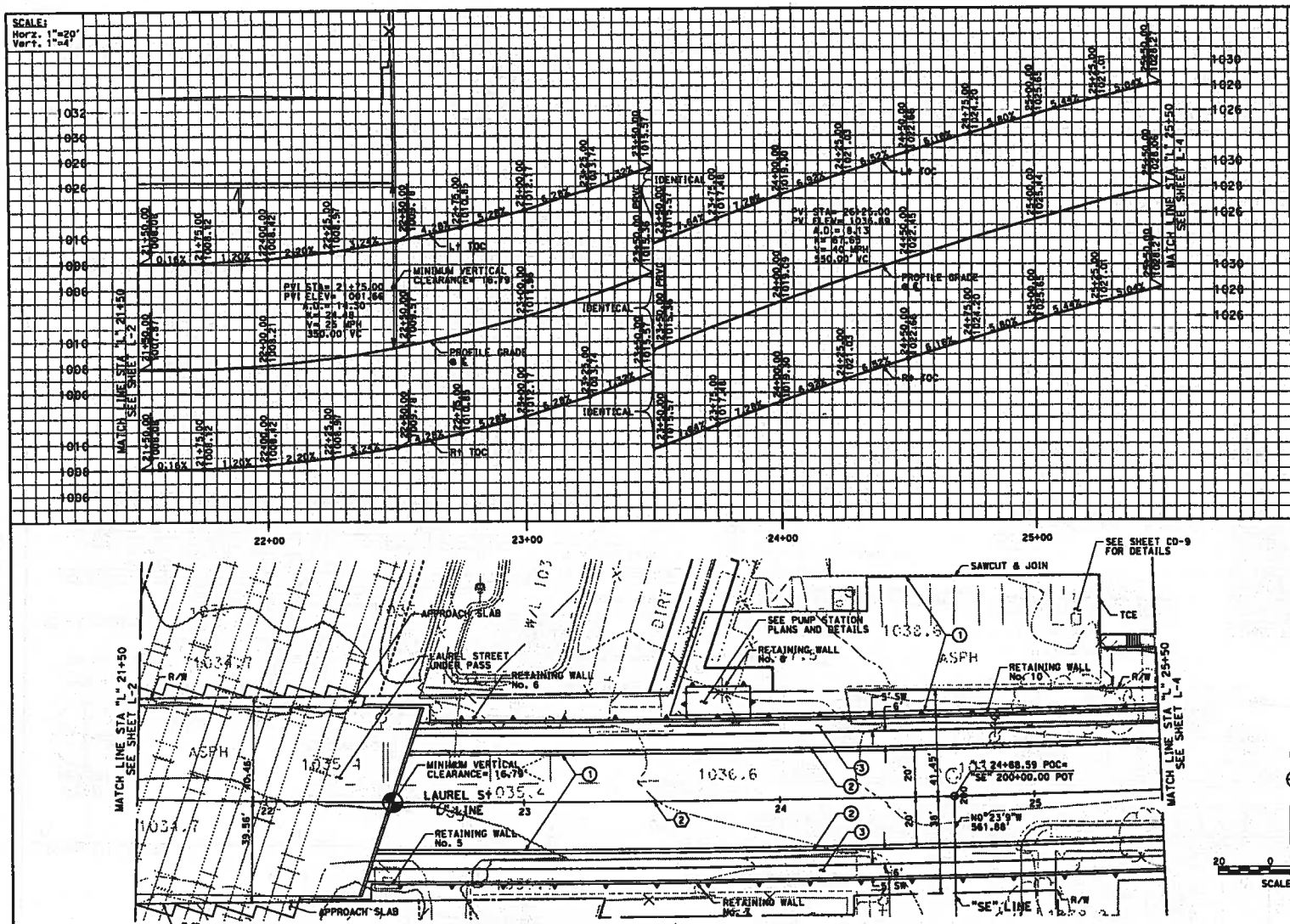
1. FOR RETAINING WALL DETAILS SEE RETAINING WALL PLANS.
2. FOR WALLS BENEATH STRUCTURES SEE STRUCTURE PLANS.
3. FOR FENCE AND GATE LOCATIONS AND TYPE SEE CONSTRUCTION DETAILS.

CURVE DATA

No.	R	Δ	T	L
1	7000'	2°05'09"	127.43'	254.82'
2	7000'	4°16'47"	261.55'	522.87'

3-7-2013

UNDERGROUND SERVICE ALERT	BENCHMARK	SANBAG		CITY OF COLTON	REVISIONS
Call: TOLL FREE 1-800 422-4133 TWO WORKING DAYS BEFORE YOU DIG	SEE CONSTRUCTION NOTES SHEET T-2 FOR BENCHMARK INFORMATION	SAN BERNARDINO ASSOCIATED GOVERNMENTS 1170 WEST THIRD STREET SAN BERNARDINO, CA 92410 (909)884-8276 www.sanbag.ca.gov	REGISTERED PROFESSIONAL ENGINEER No. 60110 Exp. 6/30/14 CIVIL STATE OF CALIFORNIA	PUBLIC WORKS DEPARTMENT	LAUREL STREET GRADE SEPARATION PROJECT
				PREPARED BY: Tetra Systems, 8 HUTTON CENTRE DRIVE, SANTA ANA, CA 92707 — PRINCIPAL ENGINEER R.C.E. No. 60110 DATE 3/7/2013	CITY ENGINEER: NAME: AMER JARNER R.C.E. 50032 EXPIRES 9-30-13 — APPROVED: DATE: — PLAN NO. 1282-1
					LAYOUT AND PROFILE
					ADDRESS: COLTON, CA 92324 — L-2 — SHEET 07 OF 279



ROADWAY CONSTRUCTION NOTES:

1. CONSTRUCT 4" HMA (TYPE A), OVER 6" CLASS 2 AB PER CITY OF COLTON STD. DRAWING 102
2. CONSTRUCT 8" CURB AND GUTTER PER CITY OF COLTON STD. DRAWING 106A
3. CONSTRUCT 4" PCC SIDEWALK, PER CITY OF COLTON STD. DRAWING 109

NOTES:

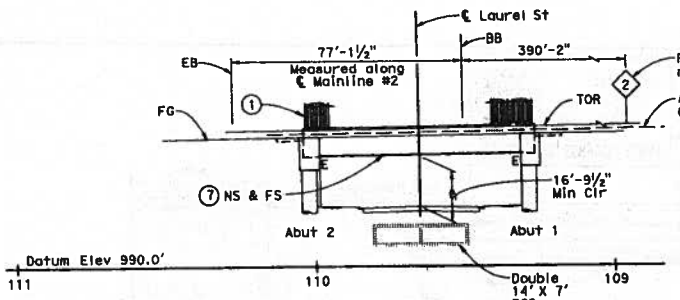
1. FOR RETAINING WALL DETAILS SEE RETAINING WALL PLANS.
2. FOR FENCE AND GATE LOCATIONS AND TYPE SEE CONSTRUCTION DETAILS.

CURVE DATA

No.	R	Δ	T	L
2	7000'	4°16'47"	261.55'	522.87'

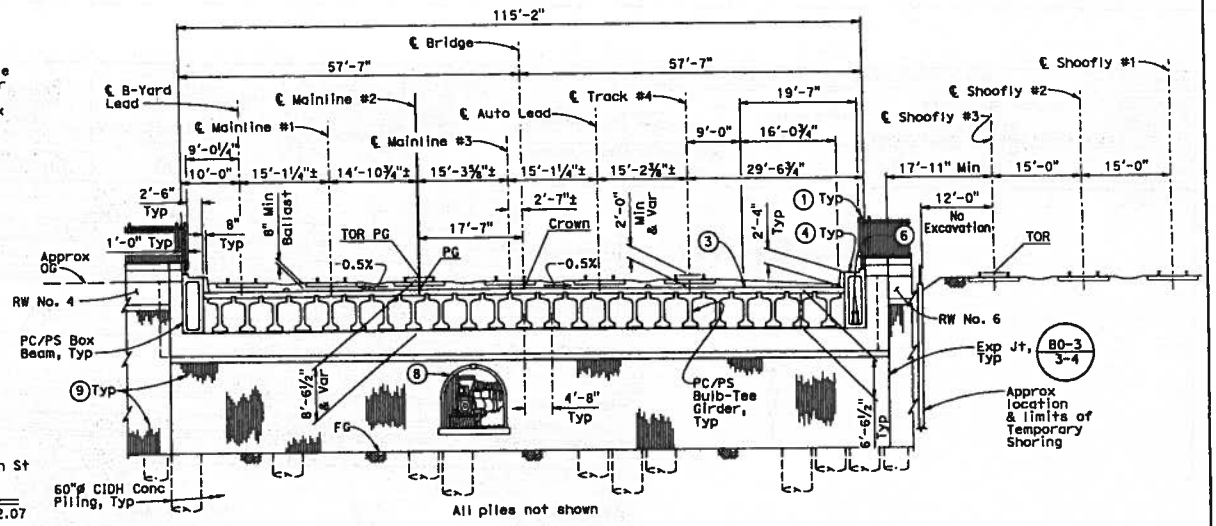
3-7-2013

UNDERGROUND SERVICE ALERT	BENCHMARK	SANBAG		CITY OF COLTON PUBLIC WORKS DEPARTMENT	REVISIONS	DATE	APPR.
Call: TOLL FREE 1-800 422-4133 TWO WORKING DAYS BEFORE YOU DIG	SEE CONSTRUCTION NOTES SHEET T-2 FOR BENCHMARK INFORMATION	SAN BERNARDINO ASSOCIATED GOVERNMENTS 1170 WEST THIRD STREET SAN BERNARDINO, CA 92410 (909)884-8276 www.sanbag.ca.gov	REGISTERED PROFESSIONAL ENGINEER JOSEPH B. SANTELLE No. 60110 Exp. 6/30/14 CIVIL STATE OF CALIFORNIA	PREPARED BY: Tram Systems 6 HUTTON CENTRE DRIVE, SUITE 1200 SANTA ANA, CA 92707 3/7/2013 PRINCIPAL ENGINEER R.C.E. No. 60110 DATE	CITY ENGINEER NAME: AMER JAKHER R.C.E. 50932 EXPIRES 9-30-13 APPROVED: DATE: PLAN NO. 1282-1	LAUREL STREET GRADE SEPARATION PROJECT LAYOUT AND PROFILE ADDRESS: COLTON, CA 92324 L-3	SHEET 00 OF 275



ELEVATION

SCALE: 1"=20'-0"

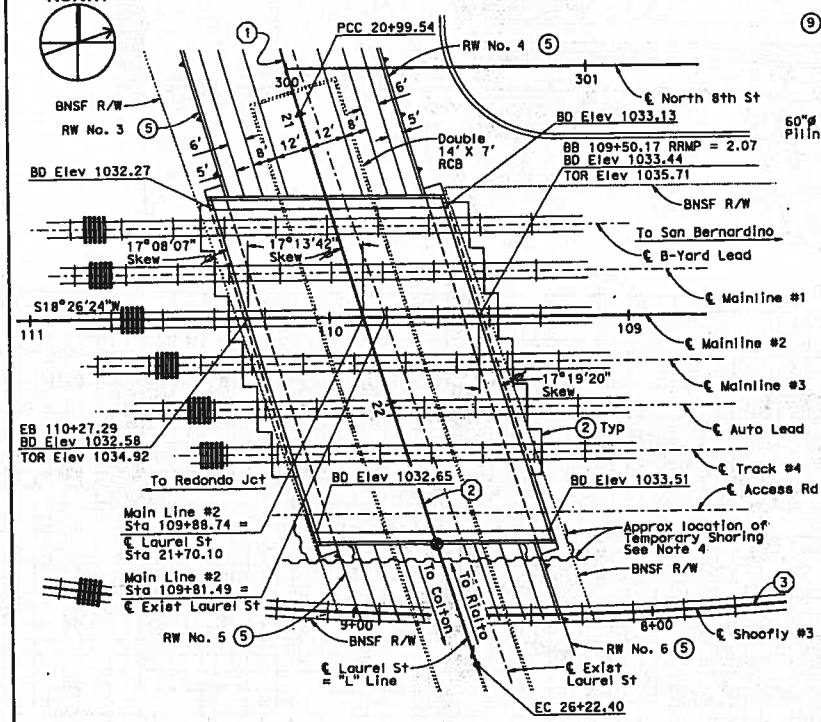


All piles not shown

Looking down station

TYPICAL SECTION

SCALE: 1"=10'-0'



PLAN

SCALE: 1"=20'-0"

LEGEND:

1. Steel Picket Fence, see "Steel Picket Fence (Arch) Details" sheet
2. Approach Slab
3. Waterproofing Membrane
4. Walkway
5. Retaining Wall, see "Retaining Wall Plans"
6. 2-4" Sprint fiber conduits
   1-4" BNSF Communication conduit
   1-4" BNSF Electrical conduit
7. Impact Protection Device
8. Architectural Surface, see "Road Plans"
9. Fractured Rib Texture, see "Abutment Details No. 1" sheet

⊕ Indicates Point of Minimum Vertical Clearance

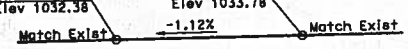
—— Indicates Proposed Structure

E Indicates Expansion Bearing

TOR Top of Rail

BD Bridge Deck

RRMP Railroad Mile Post



Accurate for Bridge Construction

MAINLINE #2 PROFILE GRADE

NO SCALE

NOTES:

1. For Index to Plans and Pile Data Table, see "General Notes No. 1" sheet.
2. For utilities, see "Foundation Plan" sheet.
3. For General Notes, see "General Notes No. 2" sheet.
4. For Temporary Shoring notes, see "Foundation Plan" sheet.
5. For under deck lighting, see "Lighting Plans".

QUANTITIES:

TEMPORARY SHORING	1	LS
STRUCTURE EXCAVATION (BRIDGE)	1,359	CY
STRUCTURE BACKFILL (BRIDGE)	127	CY
60" CAST-IN-DRILLED-HOLE CONCRETE PILING	3,108	LF
18" LEAN CONCRETE SECANT PILING	667	LF
STRUCTURAL CONCRETE, WALL FACING	213	CY
STRUCTURAL CONCRETE, BRIDGE	714	CY
STRUCTURAL CONCRETE, APPROACH SLAB	57	CY
FRACTURED RIB TEXTURE	3,815	SQFT
DRILL AND BOND DOWEL	305	LF
FURNISH PC/PS CONCRETE BOX GIRDER (70'-80')	2	EA
FURNISH PC/PS CONCRETE BULB-TEE GIRDER (70'-80')	23	EA
ERECT PC/PS CONCRETE GIRDER	23	EA
ERECT PC/PS CONCRETE BOX GIRDER	2	EA
JOINT SEAL (TYPE B-MR 2")	251	LF
BAR REINFORCING STEEL (BRIDGE)	376,799	LB
BAR REINFORCING STEEL (BRIDGE, GRADE 75)	561,428	LB
WATERPROOFING AND COVER	10,005	SQFT
4" WELDED STEEL PIPE (0.25" THICK)	343	LF
MISCELLANEOUS METAL BRIDGE	8,098	LB
BRIDGE DECK DRAINAGE SYSTEM	8,543	LB
STEEL PICKET FENCE	166	LF
HANDRAILING	153	LF
CONCRETE BARRIER	155	LF
CONCRETE BARRIER (TYPE 736 MODIFIED)	13	LF

CURVE DATA

NO.	R	Δ	T	L
1	7000.00'	2°05'09"	127.43'	254.82'
2	7000.00'	4°16'47"	261.55'	522.86'
3	1146.28'	19°05'52"	192.83'	382.08'

3-7-2013

BNSF RAILWAY

CALIFORNIA DIVISION
SAN BERNARDINO SUBDIVISION
MP LB TO MP 8.3
LINE SEGMENT 7602

NOTE: The Contractor shall verify all controlling field dimensions before ordering or fabricating any material.

ORIGINAL SCALE IN INCHES FOR REDUCED PLANS 0 1 2

Underground Service Alert
Call: TOLL FREE 1-800 422-4133
TWO WORKING DAYS BEFORE YOU DIG

	BY	CHECKED
DESIGN	SN	AK
DETAILS	AC	AK
QUANTITIES	TL	CP

BENCHMARK
SEE "B-4" SHEET

SANBAG
SAN BERNARDINO ASSOCIATED GOVERNMENTS
1170 WEST THIRD STREET
SAN BERNARDINO, CA 92410
(909)884-8276
www.sanbag.ca.gov

REGISTERED PROFESSIONAL ENGINEER ATHAR E. SALAMA No. C 56685 Exp. 12/07/13 CIVIL STATE OF CALIFORNIA 12-7-12

CITY OF COLTON
PUBLIC WORKS DEPARTMENT
CITY ENGINEER

PREPARED BY: TRC
ATHAR SALAMA C 56685 12/07/2012
PRINCIPAL ENGINEER R.C.E. No. DATE

NAME: AMER JANDER
R.C.E. 50832 EXPIRES 9-30-13
APPROVED: _____ DATE: _____
PLAN NO. 1282-1

REVISIONS	DATE	APPR.

LAUREL STREET GRADE SEPARATION PROJECT
LAUREL STREET UNDERPASS GENERAL PLAN

ADDRESS: COLTON, CA 92324

B-1

SHEET 137 OF 370

RAILROAD BRIDGE DESIGN CRITERIA

The railroad bridge design shall meet all applicable portions of the State of California general laws and regulations and in accordance with the requirements of the AREMA 2010 Manual and special requirements of the railroad. Detailed requirements not specifically covered in the AREMA manual shall be in accordance with the current edition of AASHTO/Caltrans Bridge Design Specifications and Memo to Designers

DESIGN:
1. AREMA Manual for Railway Engineering, 2010 Edition
2. BNSF Railway, Union Pacific Railroad "Guidelines for Railroad and Grade Separation Projects", dated January 2007.

DESIGN LOADING

SEISMIC DESIGN:
Chapter 9, AREMA Manual

ABUTMENT DESIGN:
Service Load Design
AREMA Manual Chapter 8, Part 2 and Part 5, Chapter 9.

1. DEAD LOAD:
150 pcf concrete
120 pcf ballast, 30" in height including ties
200 plf track
10 psf waterproofing
50 plf fence per side
40 plf each fiber line or electrical conduit

2. LIVE LOADING:
Cooper E 80 Liveload plus Impact
75 psf Pedestrian on walkway

3. SEISMIC DESIGN LOADING:
Site Coefficient 1.2
Three Level Response Spectrum Curves, see ARS Curve
Performance Criteria:
1. Serviceability limit state (100 years return period)
2. Ultimate limit state (500 years return period)
3. Survivability limit state (2400 year return period)

REINFORCED CONCRETE:
fy = 60,000 psi unless otherwise noted
f'c = 4,000 psi
n = 8

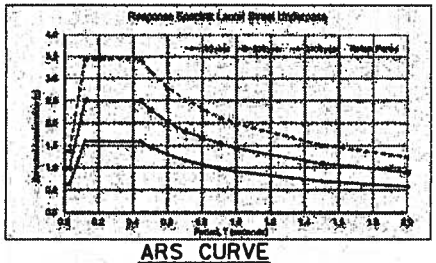
PRESTRESSED CONCRETE:
See Prestressing Notes on "PC/PS Bulb-Tee Girder (Debonded Strands)" sheet

STRUCTURAL STEEL:
fy = 36,000 psi

SOIL PARAMETERS:
Per Geotechnical Report provided by Earth Mechanics, Inc dated June 20, 2012

TEMPERATURE FOR MEMBER STRESSES:
Temperature Rise = 30° F (concrete)
Temperature Fall = -40° F (concrete)
Normal Temperature = 60° F

TIES:
8'-6" timber ties

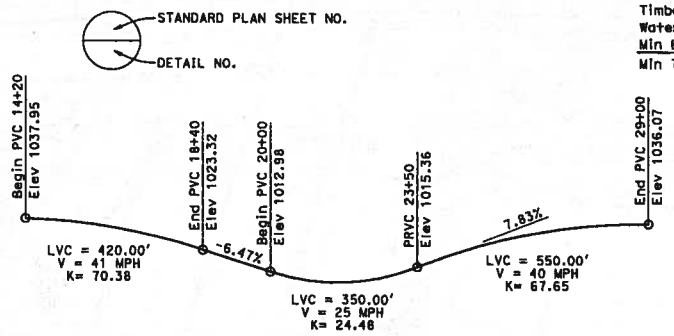


ARS CURVE

NOTE: The Contractor shall verify all controlling field dimensions before ordering or fabricating any material.

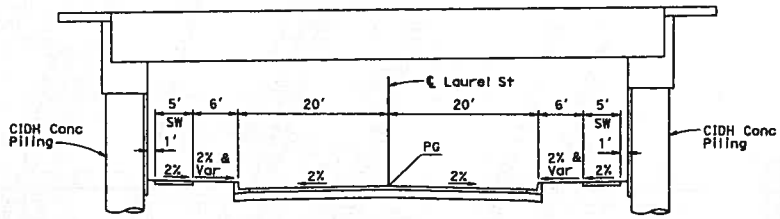
CALTRANS STANDARD PLANS DATED MAY 2006

A10A & A10B	ACRONYMS AND ABBREVIATIONS
A10C & A10D	SYMBOLS
A62C	LIMITS OF PAYMENT FOR EXCAVATION AND BACKFILL BRIDGE
B0-1	BRIDGE DETAILS
B0-3	BRIDGE DETAILS
B0-5	BRIDGE DETAILS
B0-13	BRIDGE DETAILS
B6-10	UTILITY OPENINGS T-BEAM
RSP B6-21	JOINT SEALS (MAXIMUM MOVEMENT RATING = 2")
B7-10	UTILITY OPENING BOX GIRDER
B11-56	CONCRETE BARRIER TYPE 736



℄ LAUREL STREET PROFILE GRADE

NO SCALE



℄ LAUREL STREET TYPICAL SECTION

SCALE: 1/8"=1'-0"

ABBREVIATIONS

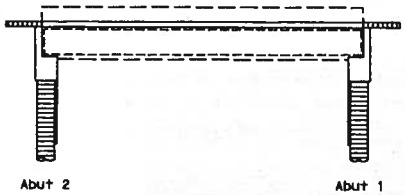
AREMA	THE AMERICAN RAILWAY ENGINEERING AND MAINTENANCE-OF-WAY ASSOCIATION
BNSF	BURLINGTON NORTHERN SANTE FE RAILWAY
CPUC	CALIFORNIA PUBLIC UTILITIES COMMISSION
FRA	FEDERAL RAILROAD ADMINISTRATION
UPRR	UNION PACIFIC RAILROAD

DEPTH FROM TOR TO BRIDGE DECK:

Rail + Tie Plates	8"
Timber Ties	7"
Waterproofing & Protective Board	1"
Min Ballast under Tie	8"
Min Total	24"

INDEX TO PLANS

SHEET NO.	TITLE
B-1	GENERAL PLAN
B-2	GENERAL NOTES NO. 1
B-3	GENERAL NOTES NO. 2
B-4	FOUNDATION PLAN
B-5	ABUTMENT 1 LAYOUT
B-6	ABUTMENT 2 LAYOUT
B-7	ABUTMENT DETAILS NO. 1
B-8	ABUTMENT DETAILS NO. 2
B-9	ABUTMENT DETAILS NO. 3
B-10	TYPICAL SECTION
B-11	GIRDER LAYOUT
B-12	PC/PS BULB-TEE GIRDER (DEBONDED STRANDS)
B-13	PC/PS BULB-TEE GIRDER (MISCELLANEOUS DETAILS)
B-14	PRECAST PRESTRESSED BOX BEAM
B-15	WATERPROOFING DETAILS
B-16	DRAINAGE DETAILS
B-17	STEEL PICKET FENCE (ARCH) DETAILS



EXISTING TOR ELEVATIONS

MAINLINE #2 BNSF TRACK	
Alignment: Centerline	
Station	Elevation
99+00	1046.67
100+00	1045.70
101+00	1044.66
102+00	1043.56
103+00	1042.52
104+00	1041.52
105+00	1040.49
106+00	1039.42
107+00	1038.33
108+00	1037.25
109+00	1036.17
110+00	1035.05
111+00	1034.05
112+00	1033.00
113+00	1031.98
114+00	1030.97
115+00	1029.93
116+00	1028.87
117+00	1027.83
118+00	1026.83
119+00	1025.93
120+00	1025.24
121+00	1024.41

CONCRETE STRENGTH AND TYPE LIMITS

NO SCALE

- Precast Prestressed Box Beam, see "Precast Prestressed Box Beam" sheet
- Precast Prestressed Bulb-Tee Girder, see "PC/PS Bulb-Tee Girder (Debonded Strands)" sheet
- Structural Concrete, Bridge (4,000 psi at 28 days)
- Structural Concrete, Wall Facing
- Cast-in-Drilled Hole Concrete Piling (5,000 psi at 28 days)
- Structural Concrete, Approach Slab (4,000 psi at 28 days)

PILE DATA TABLE

LOCATION	PILE TYPE	DESIGN LOADING SERVICE (kips)	NOMINAL RESISTANCE (kips)		CUT-OFF ELEVATION (ft)	DESIGN TIP ELEVATION (ft)	SPECIFIED TIP ELEVATION (ft)
			COMPRESSION	TENSION			
ABUT 1	60" CIDH Conc	570	1140	0	1022.4	948(A), 954(D)	948
ABUT 2	60" CIDH Conc	570	1140	0	1021.6	948(A), 954(D)	948

NOTE: Design Tip Elevation for Abutments are controlled by the following demands: (A) Compression, (D) Lateral Load
Specified Tip Elevation shall be the least of (A) & (D)

3-7-2013

BNSF RAILWAY
CALIFORNIA DIVISION
SAN BERNARDINO SUBDIVISION
MP LB TO MP 2.3
LINE SEGMENT 760R

Underground Service Alert
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	BY	CHECKED
DESIGN	SW	AR
DETAILS	AE	AR
QUANTITIES	TL	CP

BENCHMARK
SEE "B-4" SHEET

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1170 WEST THIRD STREET
SAN BERNARDINO, CA 92410
(909)884-8276
www.sanbag.ca.gov

CITY OF COLTON
PUBLIC WORKS DEPARTMENT

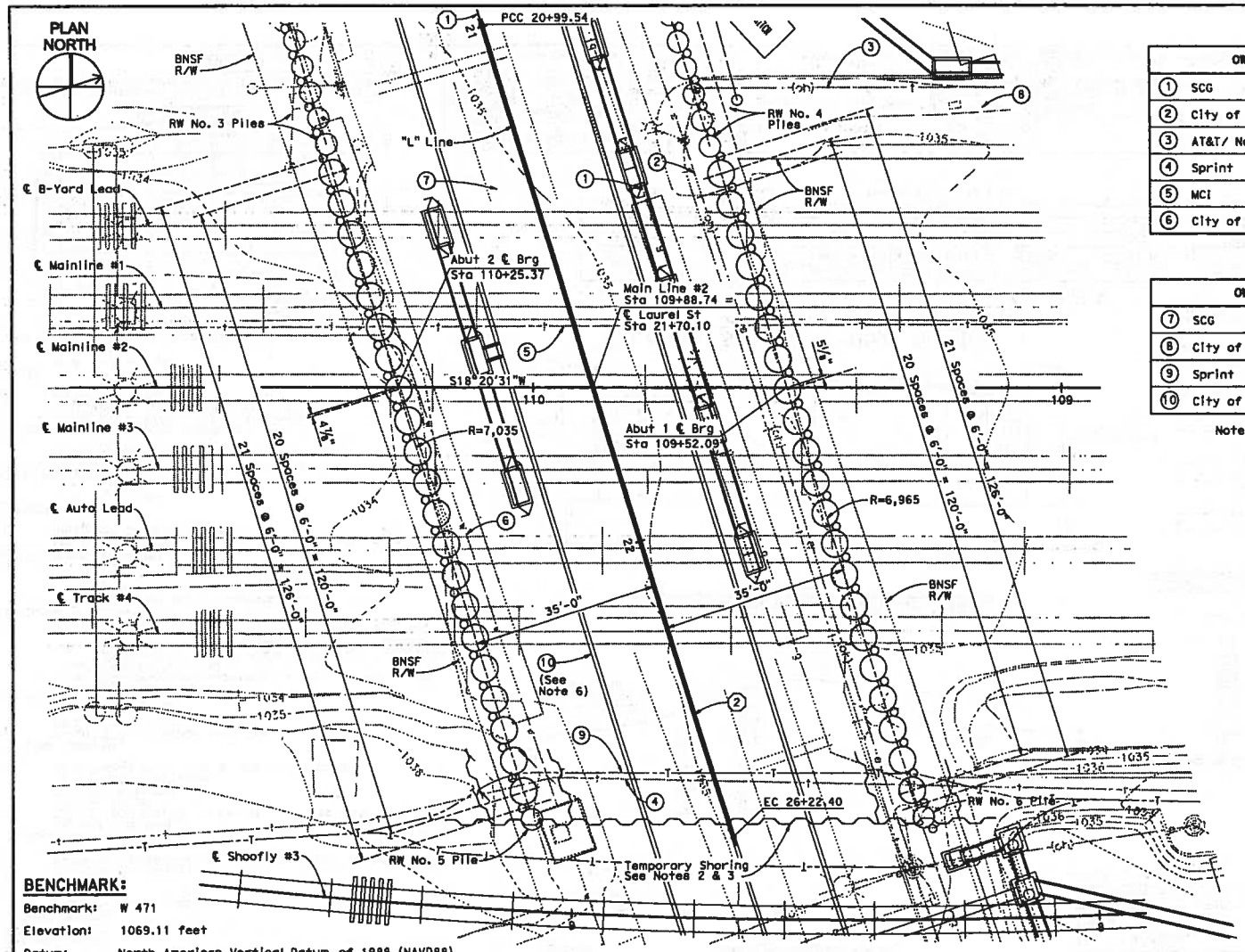
PREPARED BY: CTRC
PRINCIPAL ENGINEER AYMAN SALAMA R.C.E No. C 56085 DATE 12/07/2012

CITY ENGINEER
NAME: AMER JAKMEH
R.C.E. 50832 EXPIRES 9-30-13
APPROVED: _____ DATE: _____

PLAN NO. 1282-1

LAUREL STREET GRADE SEPARATION PROJECT
LAUREL STREET UNDERPASS
GENERAL NOTES NO. 1
ADDRESS: COLTON, CA 92324
B-2
SHEET 236 OF 276

ORIGINAL SCALE IN INCHES FOR REDUCED PLANS 0 1 2



PLAN

SCALE: 1"=10'-0"

EXISTING UTILITIES:

OWNER	DESCRIPTION	STATUS
① SCG	2" Gas line in 4" casing	Removed
② City of Colton/AT&T/TWC	Overhead Electrical	Removed
③ AT&T/ Next G	Overhead Telephone	To Remain
④ Sprint	Fiber optic line	Relocated
⑤ MCI	(Abandoned)	
⑥ City of Colton	12" CMLC Water in 24" casing	Removed

PROPOSED NEW UTILITIES:

OWNER	DESCRIPTION
⑦ SCG	2" Gas
⑧ City of Colton/AT&T	12 KV Overhead Electrical
⑨ Sprint	2-4" NPS Fiber optic lines
⑩ City of Colton	Double 14x7 RCB

Note: For Utility relocation, see "Utility Plans".

NOTES:

1. For size and type of existing utilities, pothole information and overhead utility elevations, see "Utility Plans".
2. Approximate location of temporary shoring shown. Contractor to determine actual limits of temporary shoring.
3. Temporary shoring shall meet the requirements of BNSF "Guidelines for Temporary Shoring" and include a footwalk and handrail per FRA and CPUC requirements. Any system of shoring proposed with Tie-backs or Deadman Anchorage systems shall be removed completely upon completion of construction.
4. For Piling details, see "Abutment 1 Layout" and "Abutment Details No. 1" sheets.
5. For Curve Data, see "General Plan" sheet.
6. Temporary shoring system required for construction of Double 14x7 RCB, see "Road Plans"

LEGEND:

- ◯ Indicates 60" CIDH Conc Piling
- ◯ Indicates 48" CIDH Conc RW Piling
- o Indicates 18" Lean Conc Secant Piling

BENCHMARK:

Benchmark: W 471

Elevation: 1069.11 feet

Datum: North American Vertical Datum of 1988 (NAVD88)

Agency: National Geodetic Survey (NGS)

Description: A bench mark disk set vertically in the north face of the northeast pillar of a building at the intersection of I Street and 3rd Street, in the City of San Bernardino, California; 15.5 feet west of the west curb of I Street, 14.1 feet south of the south curb of 3rd Street and 2.2 feet above the sidewalk.

NOTE: The Contractor shall verify all controlling field dimensions before ordering or fabricating any material.

3-7-2013

BNSF RAILWAY

CALIFORNIA DIVISION
SAN BERNARDINO SUBDIVISION
MP 1.8 TO MP 2.3
LINE SEGMENT 7602

Underground Service Alert
Call:TOLL FREE
1-800
422-4133
TWO WORKING DAYS BEFORE YOU DIG

	BY	CHECKED
DESIGN	SH	AK
DETAILS	AC	AK
QUANTITIES	TL	CP

BENCHMARK
AS SHOWN

SANBAG
SAN BERNARDINO ASSOCIATED GOVERNMENTS
1170 WEST THIRD STREET
SAN BERNARDINO, CA 92410
(909)884-8276
www.sanbag.ca.gov

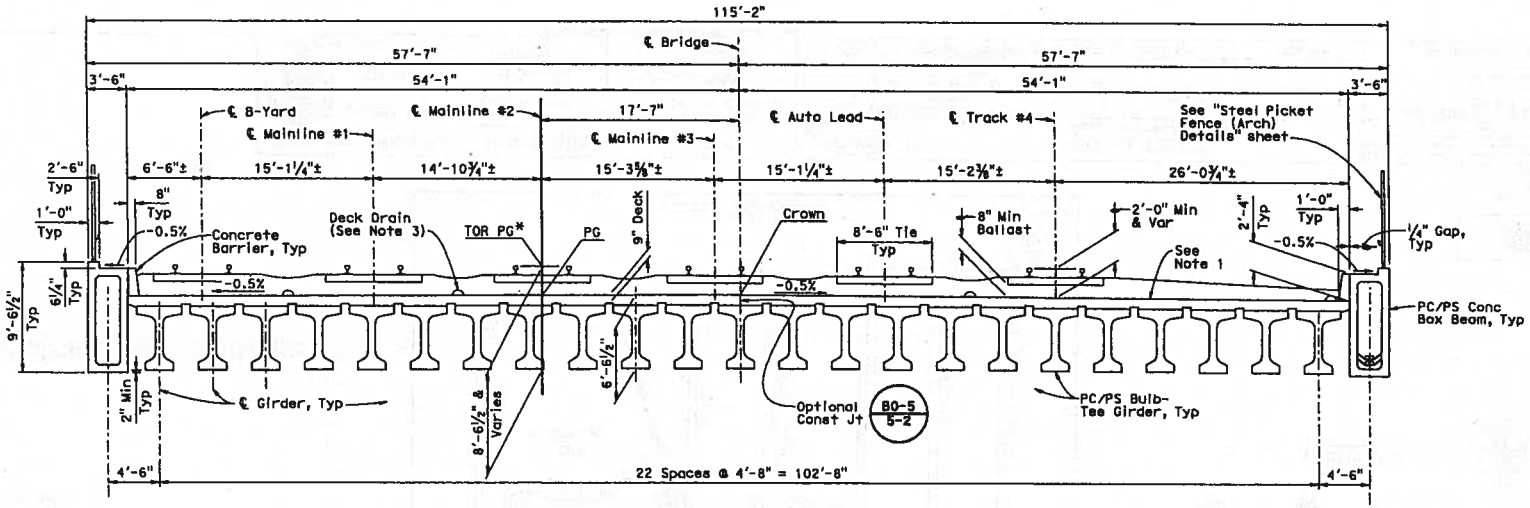
CITY OF COLTON
PUBLIC WORKS DEPARTMENT

PREPARED BY: TRC
AYMAN SALAMA C 56085 12/07/2012
PRINCIPAL ENGINEER R.C.E No. DATE

CITY ENGINEER
NAME: AMER JAKNER
R.C.E. 50932 EXPIRES 9-30-13
APPROVED: DATE:
PLAN NO. 1282-1

LAUREL STREET GRADE SEPARATION PROJECT
LAUREL STREET UNDERPASS FOUNDATION PLAN
ADDRESS: COLTON, CA 92324
B-4
SHEET 240 OF 270

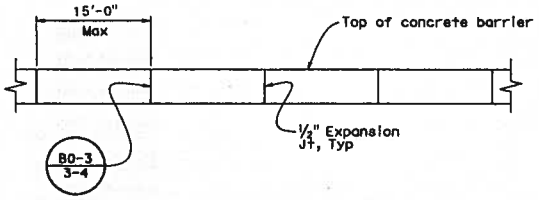
ORIGINAL SCALE IN INCHES FOR REDUCED PLANS 0 1 2



*TOR PG, see "Track Plans"
Looking down station

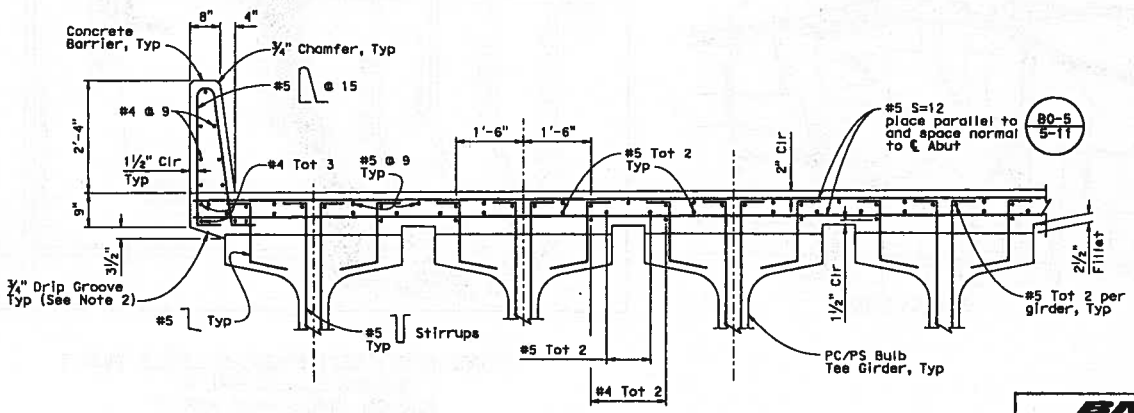
TYPICAL SECTION

SCALE: 3/16"=1'-0'



CONCRETE BARRIER JOINT ELEVATION

NO SCALE



PART TYPICAL SECTION

SCALE: ¾"=1'-0'

CONCRETE DECK SLAB CONSTRUCTION SEQUENCE

1. End diaphragm and intermediate diaphragm forms between girders shall be constructed before deck slab concrete placement.
2. Intermediate diaphragms between girders shall be formed to allow for differential girder deflection and shall be also cast simultaneously with the deck slab.

NOTES:

1. Waterproofing Membrane, see "Waterproofing Details" sheet.
2. End drip groove 3'-0" from Abutment face.
3. For Deck Drainage, see "Drainage Details" sheet.

NOTE: The Contractor shall verify all controlling field dimensions before ordering or fabricating any material.

3-7-2013

BNSF RAILWAY
CALIFORNIA DIVISION
SAN BERNARDINO SUBDIVISION
MP 1.8 TO MP 2.3
LINE SEGMENT 7602

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	BY	CHECKED
DESIGN	SN	AK
DETAILS	AC	AK
QUANTITIES	TL	CP

BENCHMARK
SEE "B-4" SHEET

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1170 WEST THIRD STREET
SAN BERNARDINO, CA 92410
(909)884-8276
www.sanbag.ca.gov

REGISTERED PROFESSIONAL ENGINEER AYMAN E. SALAMA No. C 56085 Exp. 12-7-12 CIVIL STATE OF CALIFORNIA

CITY OF COLTON
PUBLIC WORKS DEPARTMENT

PREPARED BY: TRC
AYMAN SALAMA C 56085 12/07/2012
PRINCIPAL ENGINEER R.C.E No. DATE

CITY ENGINEER
NAME: AMER JAKHER
R.C.E. 50932 EXPIRES 9-30-13
APPROVED: DATE:
PLAN NO. 1282-1

REVISIONS
LAUREL STREET GRADE SEPARATION PROJECT
LAUREL STREET UNDERPASS TYPICAL SECTION
ADDRESS: COLTON, CA 92324
B-10
SHEET 246 OF 278

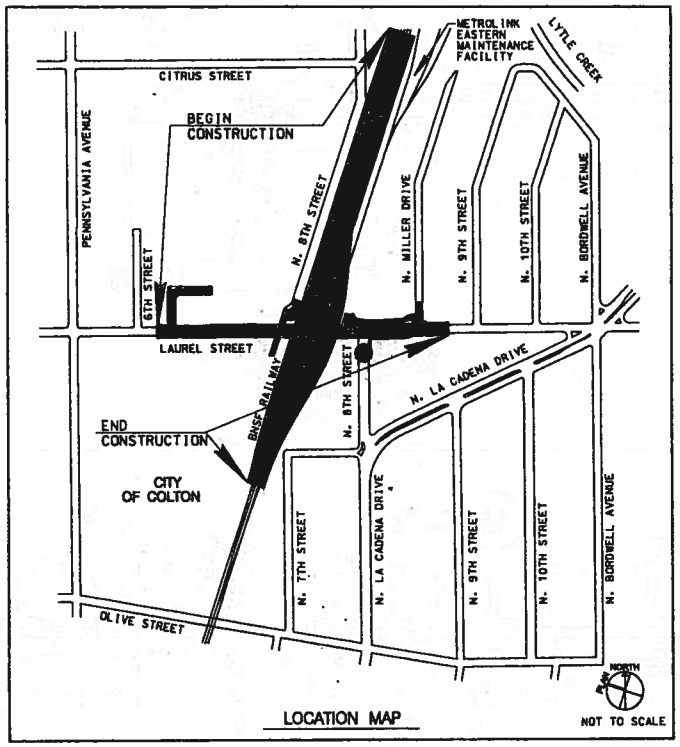
ORIGINAL SCALE IN INCHES FOR REDUCED PLANS 0 1 2

SAN BERNARDINO ASSOCIATED GOVERNMENTS

PROJECT PLANS FOR CONSTRUCTION OF
LAUREL STREET GRADE SEPARATION TRACK DESIGN
IN SAN BERNARDINO COUNTY
IN THE CITY OF COLTON
LAUREL STREET CROSSING UNDER BNSF RAILWAY

CONTRACTOR NOTES

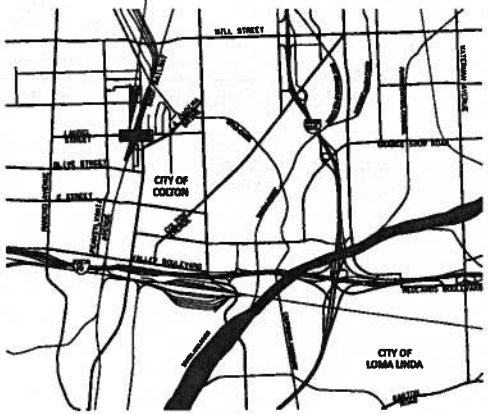
1. ALL WORK AS SHOWN ON THESE PLANS SHALL BE IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, CITY OF COLTON STANDARD DETAILS, CALTRANS STANDARD PLANS (2006 EDITION), CALIFORNIA MUTCD (2010 EDITION), THE BNSF RAILROAD CONSTRUCTION SPECIFICATIONS, AMERICAN RAILWAY ENGINEERING AND MAINTENANCE-OF-WAY ASSOCIATION (AREMA) MANUAL FOR RAILWAY ENGINEERING, THE CALIFORNIA PUBLIC UTILITIES COMMISSION (CPUC) GENERAL ORDERS, AND ALL APPLICABLE STANDARD SPECIFICATION SUPPLEMENTS.
2. PRIOR TO COMMENCING WORK, THE CONTRACTOR MUST OBTAIN A RIGHT OF ENTRY PERMIT FROM BURLINGTON NORTHERN SANTA FE (BNSF) RAILWAY COMPANY. SEE SPECIFICATIONS FOR INSTRUCTIONS AND PROCEDURES.
3. THE CONTRACTOR SHALL NOTIFY THE FOLLOWING AGENCIES AT LEAST TWO (2) WEEKS PRIOR TO BEGINNING CONSTRUCTION.
   - A- SANBAG (909) 884-8276
   - B- CITY OF COLTON (909) 514-4210
   - C- BNSF RAILWAY (909) 386-4472
   - D- METROLINK (909) 592-4615
   - E- UNION PACIFIC (909) 685-2264
   - F- AMTRAK (800) 288-1310
4. THE CONTRACTOR SHALL NOTIFY THE FOLLOWING AGENCIES AT LEAST TWO (2) WORKING DAYS PRIOR TO BEGINNING CONSTRUCTION.
   - A- UNDERGROUND SERVICE ALERT (800) 422-4133
   - B- SOUTHERN CALIFORNIA GAS COMPANY (909) 335-7756
   - C- SOUTHERN CALIFORNIA EDISON (909) 224-4694
   - D- AT&T (714) 666-5401
   - E- SPRINT (909) 873-8022
   - F- TIME WARNER CABLE (909) 390-4777
5. ALL TREES, SHRUBS, SIGNS, FENCES, GUARD POSTS, UTILITY POLES, METERS, SPRINKLER SYSTEMS ETC. TO BE PROTECTED UNLESS NOTED OTHERWISE.



LOCATION MAP

NOT TO SCALE

PROJECT LOCATION



VICINITY MAP

N

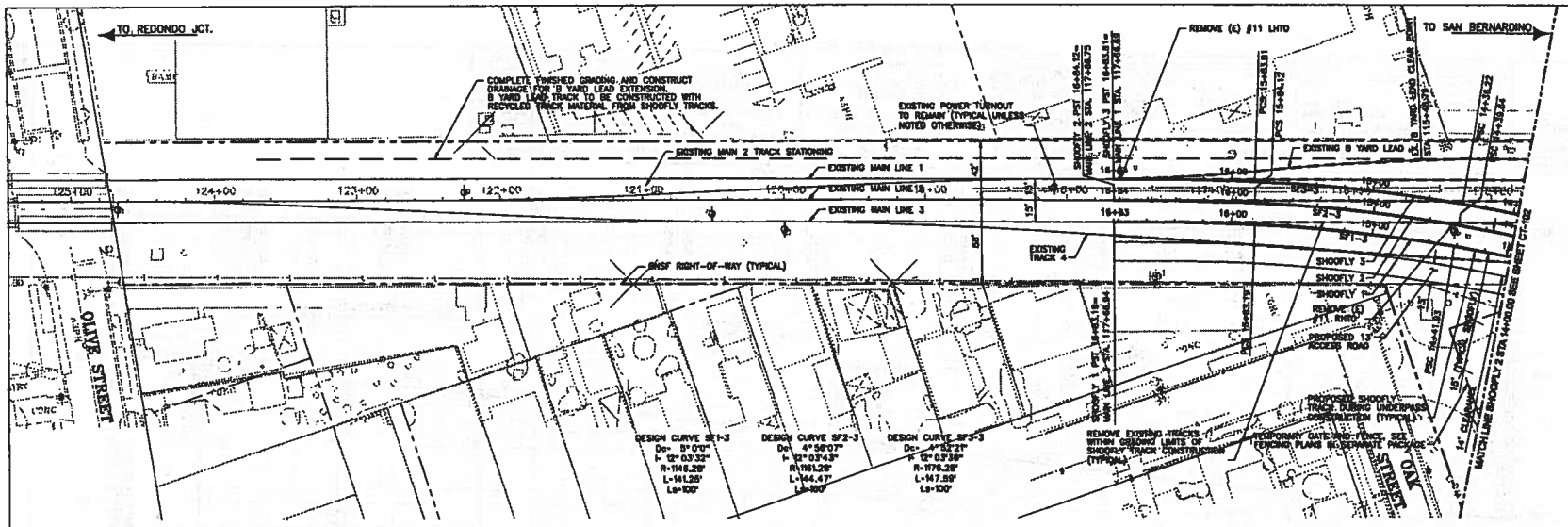
NO SCALE

BNSF RAILWAY

CALIFORNIA DIVISION
SAN BERNARDINO SUBDIVISION
MP 1.8 TO MP 2.3
LINE SEGMENT 7602

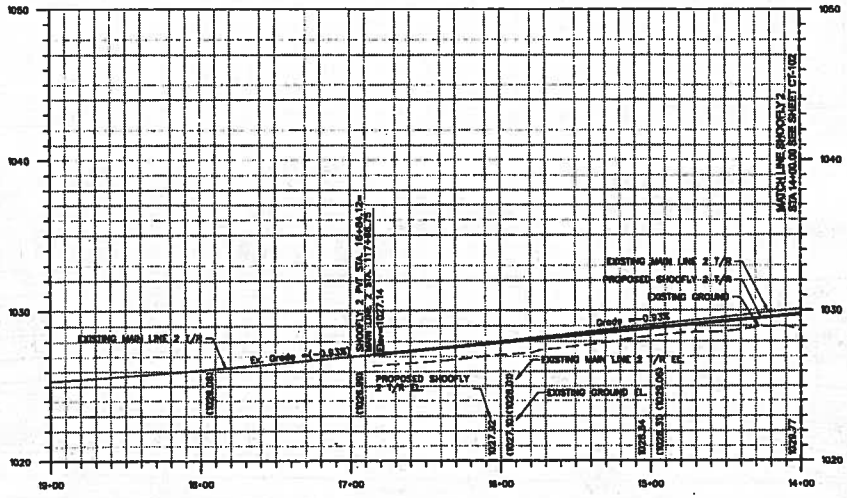
Underground Service Alert	BENCHMARK	SANBAG		CITY OF COLTON PUBLIC WORKS DEPARTMENT	REVISIONS	DATE	APPR.
Call:TOLL FREE 1-800 422-4133 TWO WORKING DAYS BEFORE YOU DIG	SEE GENERAL NOTES SHEET FOR BENCHMARK INFORMATION	SAN BERNARDINO ASSOCIATED GOVERNMENTS 1170 WEST THIRD STREET SAN BERNARDINO, CA 92410 (909)884-8276 www.sanbag.ca.gov	REGISTERED PROFESSIONAL ENGINEER AMANDA M. LUDWIGS No. 79460 Exp. 03-31-14 CIVIL STATE OF CALIFORNIA	PREPARED BY: S. HUTTON CENTRE DRIVE, SUITE 1200 SANTA ANA, CA 92707 12/7/2012 PRINCIPAL ENGINEER R.C.E No. 79460 DATE	CITY ENGINEER NAME: AMER JAKHER R.C.E.50932 EXPIRES 9-30-13 APPROVED: DATE: PLAN NO. 1282-1	LAUREL STREET GRADE SEPARATION PROJECT TITLE SHEET ADDRESS: COLTON, CA 92324	G-001	SHEET 1 OF 43

IF THIS DRAWING IS LESS THAN 22" X 34" IT IS A REDUCED SIZE DRAWING



GENERAL NOTES:

1. BNSF RIGHT-OF-WAY AND EXISTING MAIN LINE 2 STATIONING BASED ON BNSF RAILWAY COMPANY STATION MAP FOR COLTON, CA, LINE SEGMENT 7600, LAST REVISED 08-23-2009. MAIN LINE 2 STATIONING AT CENTERLINE OF LAUREL STREET EQUALS 109+81.5.
2. MAXIMUM OPERATING SPEED AND DESIGN SPEED IS 30 MPH ON ALL EXISTING AND PROPOSED TRACKS, EXCEPT AUTO LEAD OPERATING SPEED = 10 MPH.
3. AFTER SHOOFLY UNDERPASS CONSTRUCTION IS COMPLETE, SHOOFLY TRACKS WILL BE REMOVED AND THE EXISTING TRACK ALIGNMENTS WILL REMAIN. SEE CT-200 SHEETS FOR POST-CONSTRUCTION PLANS.
4. SIGNAL EQUIPMENT AND LOCATIONS ARE SHOWN FOR CLARITY ONLY. ALL SIGNAL DESIGN, REMOVAL AND INSTALLATION WILL BE COMPLETED BY BNSF.
5. WHERE TRACKS ARE SUPERELEVATED, THE TOP OF RAIL ELEVATION SHOWN IN THE PROFILE IS TOP OF LOW RAIL.
6. TRACK CURVE DESIGN BASIS (UNLESS NOTED OTHERWISE):
   DESIGN SPEED = 30 MPH
   SPIRAL LENGTH (Ls) = 100'
   SUPERELEVATION (Eo) = 1 1/4"
   UNBALANCE (Eu) = 2"
7. SEE SHEET G-005 AND G-006 FOR TRACK GEOMETRY TABLES.
8. SEE SCOPE OF WORK MATRIX ON SHEET G-003 FOR WORK BY BNSF. ALL OTHER WORK SHOWN IS BY CONTRACTOR UNLESS OTHERWISE NOTED.
9. REMOVAL OF THE EXISTING LAUREL STREET AT-GRADE CROSSING, INCLUDING REMOVAL OF THE AUTOMATIC WARNING DEVICES, AND OBLITERATION OF THE CROSSING BETWEEN THE RAILS AND TWO FEET OUTSIDE THEREOF BY BNSF. OBLITERATION BEYOND THESE LIMITS BY CONTRACTOR.
10. ALL EMF TRACKS SHOWN ARE FOR REFERENCE ONLY. VERIFY LOCATION OF EMF TRACKS PRIOR TO CONSTRUCTION.



SHOOFLY 2 PROFILE

PLAN NORTH

0 40 80 120
SCALE FEET
1" = 40'

BNSF RAILWAY

CALIFORNIA DIVISION
SAN BERNARDINO SUBDIVISION
MP 1.8 TO MP 2.3
LINE SEGMENT 7602

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SAN BERNARDINO, CA 92410
(909)884-8276
www.sanbag.ca.gov

REGISTERED PROFESSIONAL ENGINEER
ANDREW M. LOCKHART
No. 79460
Exp. 12-31-14
CIVIL
STATE OF CALIFORNIA

CITY OF COLTON
PUBLIC WORKS DEPARTMENT

PREPARED BY: Parsons
8 HUTTON CENTRE DRIVE, SUITE 1000
SANTA ANA, CA 92707
12/7/2012
PRINCIPAL ENGINEER R.C.E. No. 79460 DATE

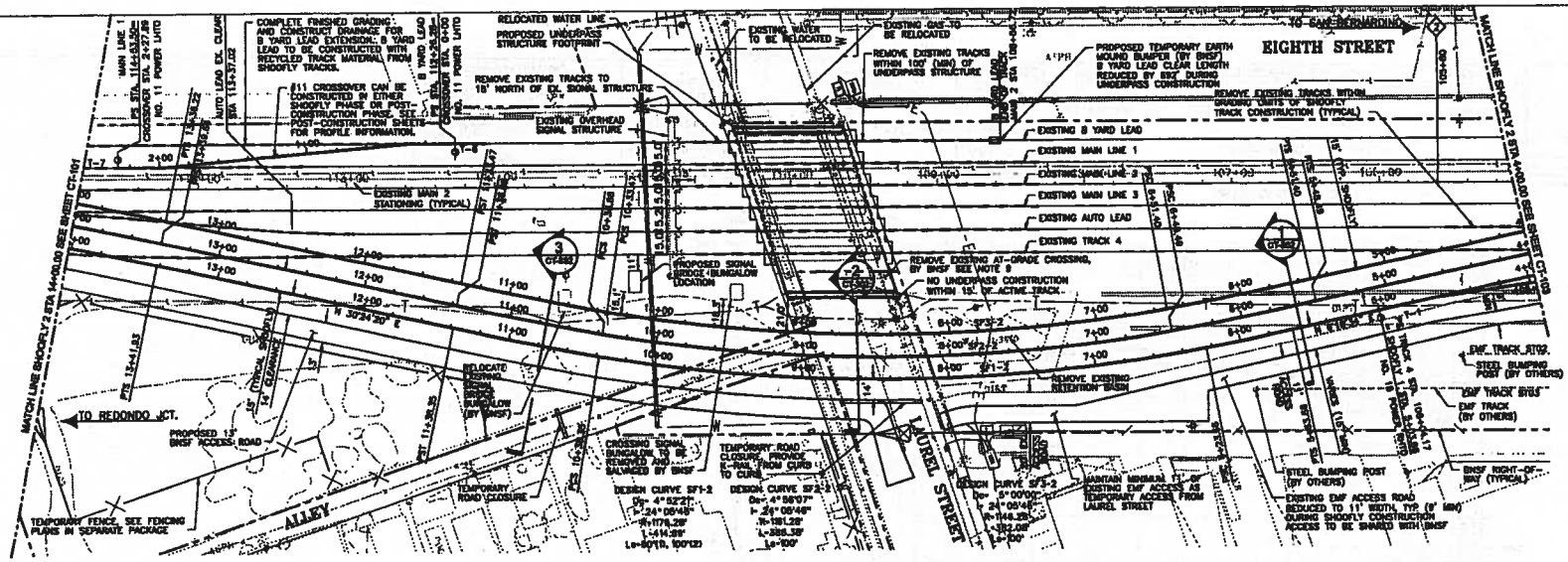
CITY ENGINEER
NAME: AMER JAKHER
R.C.E. 50932 EXPIRES 9-30-13
APPROVED: DATE:
PLAN NO. 1282-1

REVISIONS	DATE	APPR.

LAUREL STREET GRADE SEPARATION PROJECT
SHOOFLY 2 PLAN AND PROFILE
SHOOFLY OPERATION PHASE
ADDRESS: COLTON, CA 92324

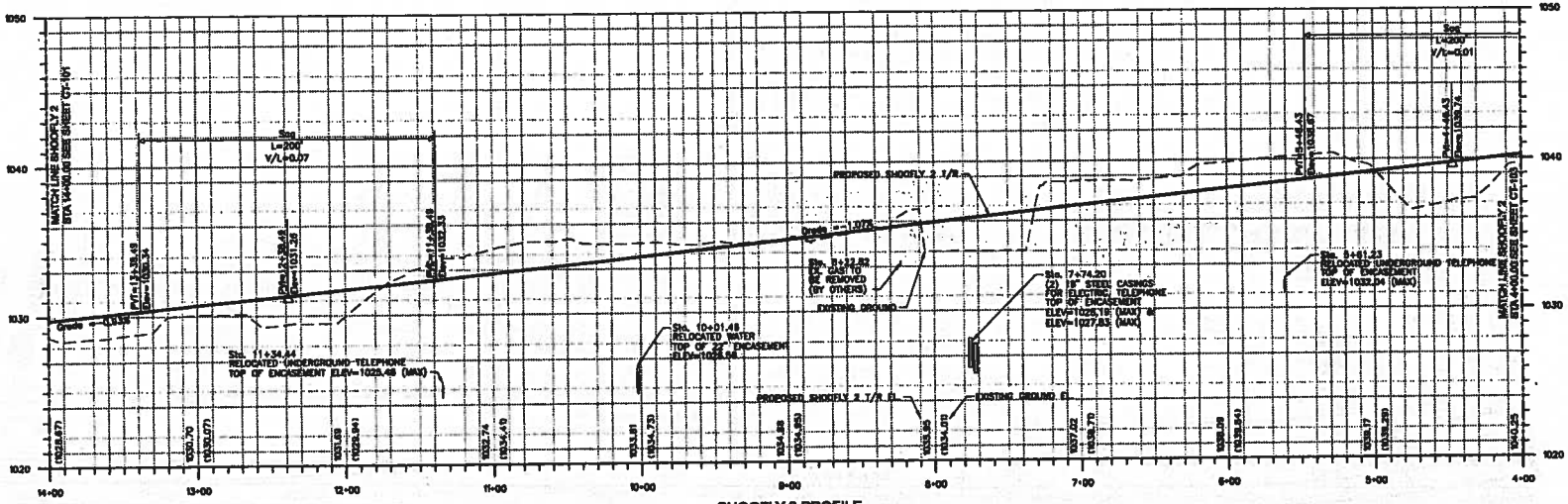
SCALE: HORIZ. 1" = 40' VERT. 1" = 4'
DESIGN BY: JBG
DATE: 12/7/2012
CT-101 SHEET 7 of 43

IF THIS DRAWING IS LESS THAN 22" X 34" IT IS A REDUCED SIZE DRAWING



GENERAL NOTES:

1. BNSF RIGHT-OF-WAY AND EXISTING MAIN LINE 2 STATIONING BASED ON BNSF RAILWAY COMPANY STATION MAP FOR COLTON, CA. LINE SEGMENT 7602, LAST REVISED 08-22-2008. MAIN LINE 2 STATIONING AT CENTERLINE OF LAUREL STREET EQUALS 108+81.0.
2. MAXIMUM OPERATING SPEED AND DESIGN SPEED IS 30 MPH ON ALL EXISTING AND PROPOSED TRACKS, EXCEPT AUTO LEAD OPERATING SPEED = 10 MPH.
3. AFTER SHOOFLY UNDERPASS CONSTRUCTION IS COMPLETE, SHOOFLY TRACKS WILL BE REMOVED AND THE EXISTING TRACK ALIGNMENTS WILL REMAIN. SEE CT-200 SHEETS FOR POST-CONSTRUCTION PLANS.
4. SIGNAL EQUIPMENT AND LOCATIONS ARE SHOWN FOR CLARITY ONLY. ALL SIGNAL DESIGN, REMOVAL AND INSTALLATION WILL BE COMPLETED BY BNSF.
5. WHERE TRACKS ARE SUPERELEVATED, THE TOP OF RAIL ELEVATION SHOWN IN THE PROFILE IS TOP OF LOW RAIL.
6. TRACK CURVE DESIGN BASIS (UNLESS NOTED OTHERWISE):
   DESIGN SPEED = 30 MPH
   SPIRAL LENGTH (La) = 100'
   SUPERELEVATION (Ea) = 1 1/4"
   UNBALANCE (Ua) = 2"
7. SEE SHEET G-005 AND G-006 FOR TRACK GEOMETRY TABLES.
8. SEE SCOPE OF WORK MATRIX ON SHEET G-003 FOR WORK BY BNSF. ALL OTHER WORK SHOWN IS BY CONTRACTOR UNLESS OTHERWISE NOTED.
9. REMOVAL OF THE EXISTING LAUREL STREET AT-GRADE CROSSING, INCLUDING REMOVAL OF THE AUTOMATIC WARNING DEVICES, AND OBLITERATION OF THE CROSSING BETWEEN THE RAILS AND TWO FEET OUTSIDE THEREOF BY BNSF. DEMOLITION BEYOND THESE LIMITS BY CONTRACTOR.
10. ALL EMF TRACKS SHOWN ARE FOR REFERENCE ONLY. VERIFY LOCATION OF EMF TRACKS PRIOR TO CONSTRUCTION.



SHOOFLY 2 PROFILE

PLAN NORTH

0 40 80 120
SCALE FEET
1" = 40'

BNSF RAILWAY
CALIFORNIA DIVISION
SAN BERNARDINO SUBDIVISION
MP 1.8 TO MP 2.5
LINE SEGMENT 7602

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(909) 884-8276
www.sanbag.ca.gov

REGISTERED PROFESSIONAL ENGINEER
AMER N. JAKMEH
No. 79450
Exp. 12-31-14
CIVIL
STATE OF CALIFORNIA

CITY OF COLTON
PUBLIC WORKS DEPARTMENT

PREPARED BY: PARSONS BRINCKERHOFF
8 WITTON CENTRE DRIVE, SUITE 100 RIVERSIDE, CA 92507
12/7/2012
PRINCIPAL ENGINEER R.C.E No. 79450 DATE

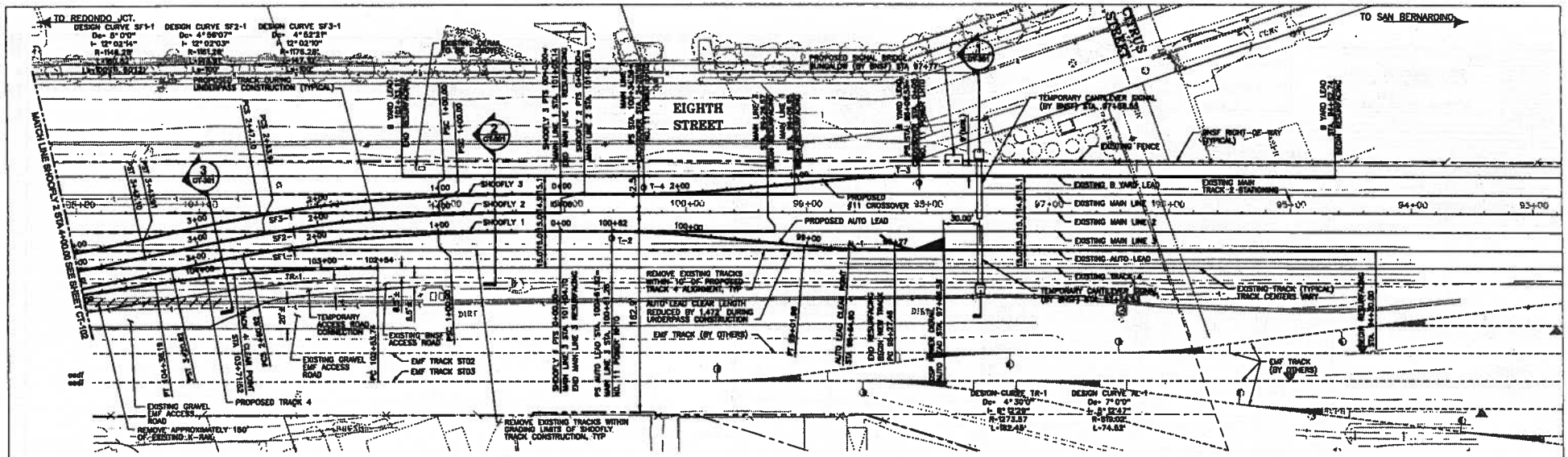
CITY ENGINEER
NAME: AMER JAKMEH
R.C.E.80932
EXPIRES 9-30-13
APPROVED: _____ DATE: _____
PLAN NO. 1282-1

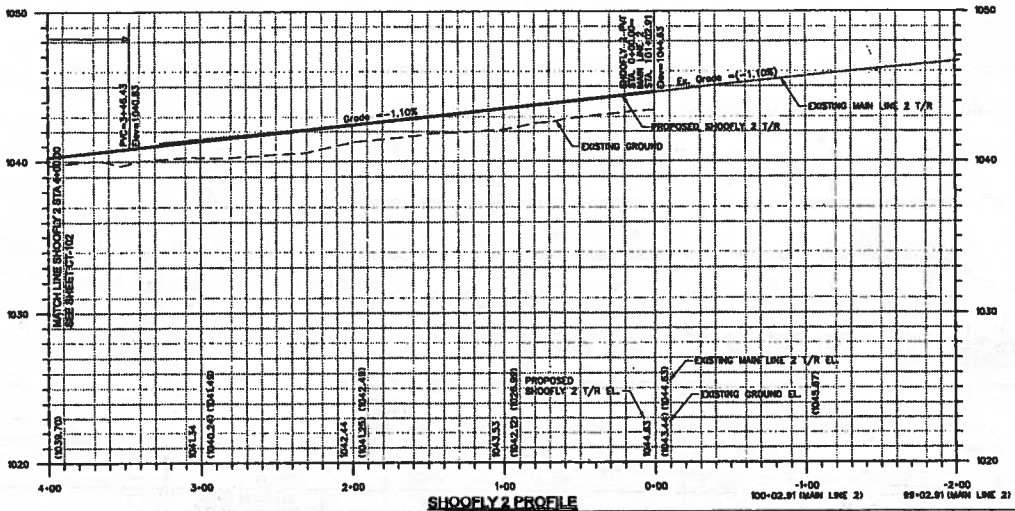
REVISIONS	DATE	APPR.

LAUREL STREET GRADE SEPARATION PROJECT
SHOOFLY 2 PLAN AND PROFILE
SHOOFLY OPERATION PHASE
ADDRESS: COLTON, CA 92324

DRAWN	
HORIZ. 1" = 40'	
VERT. 1" = 4'	
DESIGNED	
DATE 12/7/2012	
CT-102	SHEET 8 OF 43

IF THIS DRAWING IS LESS THAN 22" X 34" IT IS A REDUCED SIZE DRAWING





SHOOFLY 2 PROFILE

GENERAL NOTES:

1. BNSF RIGHT-OF-WAY AND EXISTING MAIN LINE 2 STATIONING BASED ON BNSF RAILWAY COMPANY STATION MAP FOR COLTON, CA, LINK SEGMENT 7600, LAST REVISED 06-22-2009. MAIN LINE 2 STATIONING AT CENTERLINE OF LAUREL STREET EQUALS 109+81.5.
2. MAXIMUM OPERATING SPEED AND DESIGN SPEED IS 30 MPH ON ALL EXISTING AND PROPOSED TRACKS, EXCEPT AUTO LEAD OPERATING SPEED = 10 MPH.
3. AFTER SHOOFLY UNDERPASS CONSTRUCTION IS COMPLETE, SHOOFLY TRACKS WILL BE REMOVED AND THE EXISTING TRACK ALIGNMENTS WILL REMAIN. SEE CT-200 SHEETS FOR POST-CONSTRUCTION PLANS.
4. SIGNAL EQUIPMENT AND LOCATIONS ARE SHOWN FOR CLARITY ONLY. ALL SIGNAL DESIGN, REMOVAL AND INSTALLATION WILL BE COMPLETED BY BNSF.
5. WHERE TRACKS ARE SUPERELEVATED, THE TOP OF RAIL ELEVATION SHOWN IN THE PROFILE IS TOP OF LOW RAIL.
6. TRACK CURVE DESIGN BASIS (UNLESS NOTED OTHERWISE):
   DESIGN SPEED = 30 MPH
   SPIRAL LENGTH (La) = 100'
   SUPERELEVATION (Ea) = 1 1/4"
   UNBALANCE (Eu) = 2"
7. SEE SHEET G-006 AND G-005 FOR TRACK GEOMETRY TABLES.
8. SEE SCOPE OF WORK MATRIX ON SHEET G-203 FOR WORK BY BNSF. ALL OTHER WORK SHOWN IS BY CONTRACTOR UNLESS OTHERWISE NOTED.
9. REMOVAL OF THE EXISTING LAUREL STREET AT-GRADE CROSSING, INCLUDING REMOVAL OF THE AUTOMATIC WARNING DEVICES, AND OBLITERATION OF THE CROSSING BETWEEN THE RAILS AND TWO FEET OUTSIDE THEREOF BY BNSF. DEMOLITION BEYOND THESE LIMITS BY CONTRACTOR.
10. ALL EMF TRACKS SHOWN ARE FOR REFERENCE ONLY. VERIFY LOCATION OF EMF TRACKS PRIOR TO CONSTRUCTION.

PLAN NORTH

SCALE 1" = 40'
0 40 80 120 FEET

BNSF RAILWAY
CALIFORNIA DIVISION
SAN BERNARDINO SUBDIVISION
MP 1.8 TO MP 2.3
LINE SEGMENT 7602

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SAN BERNARDINO, CA 92410
(909)884-8276
www.sanbag.ca.gov

REGISTERED PROFESSIONAL ENGINEER
AMAR M. JAKMER
No. 50932
Exp. 03-30-13
CIVIL
STATE OF CALIFORNIA

CITY OF COLTON
PUBLIC WORKS DEPARTMENT

PREPARED BY: Parsons Brinckerhoff
8 HUTTON CENTRE DRIVE, SUITE 1200
SANTA ANA, CA 92707
12/7/2012
PRINCIPAL ENGINEER R.C.E. No. 59450 DATE

CITY ENGINEER
NAME: AMER JAKMER
R.C.E. 50932 EXPIRES 9-30-13
APPROVED: _____ DATE: _____

PLAN NO. 1282-1

REVISIONS | DATE | APPR.

LAUREL STREET GRADE SEPARATION PROJECT
SHOOFLY 2 PLAN AND PROFILE
SHOOFLY OPERATION PHASE

ADDRESS: COLTON, CA 92324

CT-103 | SHEET 9 OF 43

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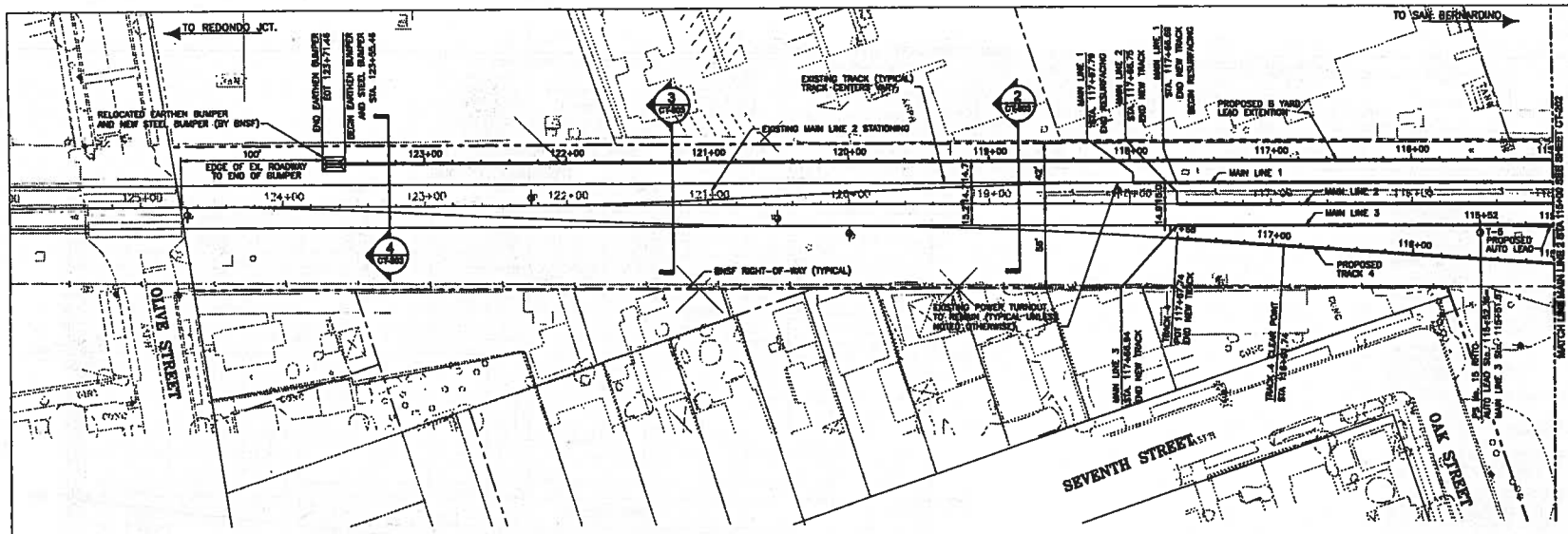

GENERAL NOTES:

1. BNSF RIGHT-OF-WAY AND EXISTING MAIN LINE 2 STATIONING BASED ON BNSF RAILWAY COMPANY STATION MAP FOR COLTON, CA. LINE SEGMENT 7600, LAST REVISED 08-22-2008. MAIN LINE 2 STATIONING AT CENTERLINE OF LAUREL STREET EQUALS 108+81.5.
2. MAXIMUM OPERATING SPEED AND DESIGN SPEED IS 30 MPH ON ALL EXISTING AND PROPOSED TRACKS, EXCEPT AUTO LEAD OPERATING SPEED = 10 MPH.
3. AFTER SHOOFLY UNDERPASS CONSTRUCTION IS COMPLETE, SHOOFLY TRACKS WILL BE REMOVED AND THE EXISTING TRACK ALIGNMENTS WILL BE MAINTAINED AS SHOWN.
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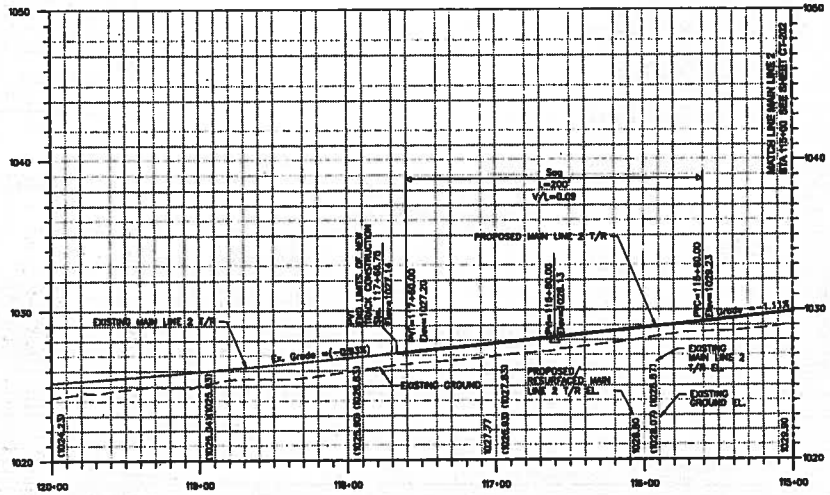
5. BALLAST, TIES, AND RAIL FOR EMF TRACK EXTENSION WILL BE BY OTHERS. CONTRACTOR IS RESPONSIBLE FOR PREPARATION OF SUBGRADE, HMAC (AS SUBBALLAST), AND UNDERDRAINS FOR EMF TRACK EXTENSION.
6. SEE SCOPE OF WORK MATRIX ON SHEET G-003 FOR WORK BY BNSF. ALL OTHER WORK SHOWN IS BY CONTRACTOR UNLESS OTHERWISE NOTED.



MAIN LINE 2 PROFILE - POST-CONSTRUCTION PHASE

PLAN NORTH

SCALE 1" = 40'

BNSF RAILWAY

CALIFORNIA DIVISION
SAN BERNARDINO SUBDIVISION
MP 1.8 TO MP 2.3
LINE SEGMENT 7602

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BENCHMARK — SEE GENERAL NOTES SHEET FOR BENCHMARK INFORMATION

SANBAG — SAN BERNARDINO ASSOCIATED GOVERNMENTS — 1170 WEST THIRD STREET, SAN BERNARDINO, CA 92410 — (909)884-8276 — www.sanbag.ca.gov

REGISTERED PROFESSIONAL ENGINEER — SHAUNA M. LIVESCHE — No. 72698 — Exp. 03-31-14 — CIVIL — STATE OF CALIFORNIA

CITY OF COLTON — PUBLIC WORKS DEPARTMENT

PREPARED BY: [redacted] — 12/1/2012 — PRINCIPAL ENGINEER R.C.E No. 79460 DATE

CITY ENGINEER — 8 WITON CENTRE DRIVE, SUITE 100, SANTA ANA, CA 92707 — NAME: AMER JAKHER, R.C.E.50932 — EXPIRES 9-30-13 — APPROVED: ____ DATE: ____

PLAN NO. 1282-1

REVISIONS | DATE | APPR.

LAUREL STREET GRADE SEPARATION PROJECT
MAIN LINE 2 PLAN AND PROFILE
POST-CONSTRUCTION PHASE
ADDRESS: COLTON, CA 92324

CT-201 — SHEET 15 OF 43

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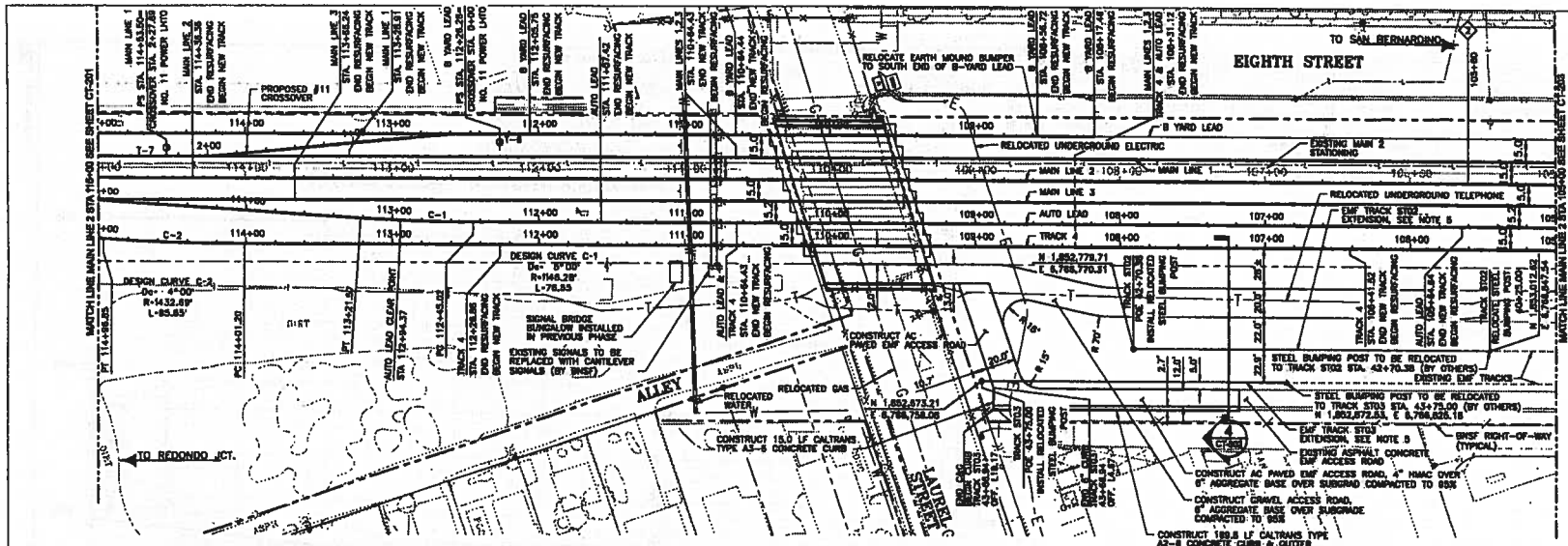

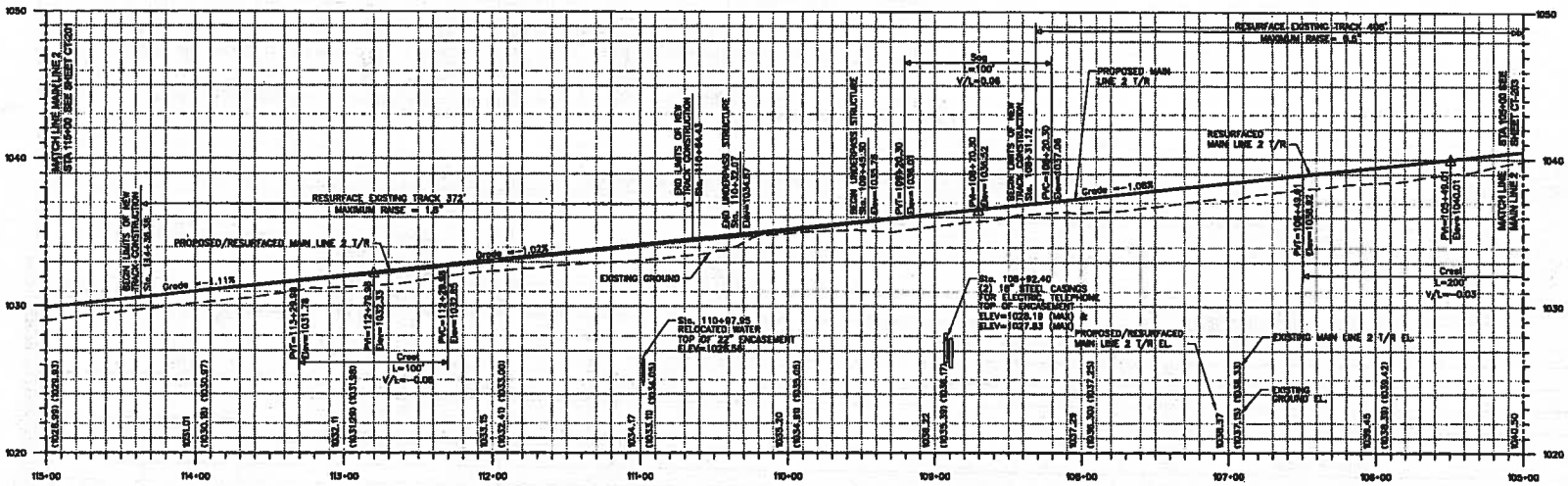

MAIN LINE 2 PROFILE - POST-CONSTRUCTION PHASE

GENERAL NOTES:

1. BNSF RIGHT-OF-WAY AND EXISTING MAIN LINE 2 STATIONING BASED ON BNSF RAILWAY COMPANY STATION MAP FOR COLTON, CA, LINE SEGMENT 7602, LAST REVISED 08-22-2008. MAIN LINE 2 STATIONING AT CENTERLINE OF LAUREL STREET EQUALS 108+81.5.
2. MAXIMUM OPERATING SPEED AND DESIGN SPEED IS 30 MPH ON ALL EXISTING AND PROPOSED TRACKS, EXCEPT AUTO LEAD OPERATING SPEED = 10 MPH.
3. AFTER SHOOFLY UNDERPASS CONSTRUCTION IS COMPLETE, SHOOFLY TRACKS WILL BE REMOVED AND THE EXISTING TRACK ALIGNMENTS WILL BE MAINTAINED AS SHOWN.
4. SIGNAL EQUIPMENT AND LOCATIONS ARE SHOWN FOR CLARITY ONLY. ALL SIGNAL DESIGN, REMOVAL AND INSTALLATION WILL BE COMPLETED BY BNSF.
5. BALLAST, TIES, AND RAIL FOR EMF TRACK EXTENSION WILL BE BY OTHERS. CONTRACTOR IS RESPONSIBLE FOR PREPARATION OF SUBGRADE, HMAC (AS SUBBALLAST), AND UNDERDRAINS FOR EMF TRACK EXTENSION.
6. SEE SCOPE OF WORK MATRIX ON SHEET G-103 FOR WORK BY BNSF. ALL OTHER WORK SHOWN IS BY CONTRACTOR UNLESS OTHERWISE NOTED.

BNSF RAILWAY

CALIFORNIA DIVISION
SAN BERNARDINO SUBDIVISION
MP 1.8 TO MP 2.3
LINE SEGMENT 7602

Underground Service Alert
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BENCHMARK
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SAN BERNARDINO ASSOCIATED GOVERNMENTS
1170 WEST THIRD STREET
SAN BERNARDINO, CA 92410
(909)884-8276
www.sanbag.ca.gov

REGISTERED PROFESSIONAL ENGINEER — AMAR H. JAKHER — No. 72509 — Exp. 09-30-13 — CIVIL — STATE OF CALIFORNIA

CITY OF COLTON
PUBLIC WORKS DEPARTMENT

PREPARED BY: Kimley-Horn and Associates, 5 HUTTON CENTRE DRIVE, SUITE 1200, SANTA ANA, CA 92707
PRINCIPAL ENGINEER R.C.E No. 19450 DATE 12/7/2012

CITY ENGINEER
NAME: AMER JAKHER
R.C.E. 50932 EXPIRES 9-30-13
APPROVED: _____ DATE: _____

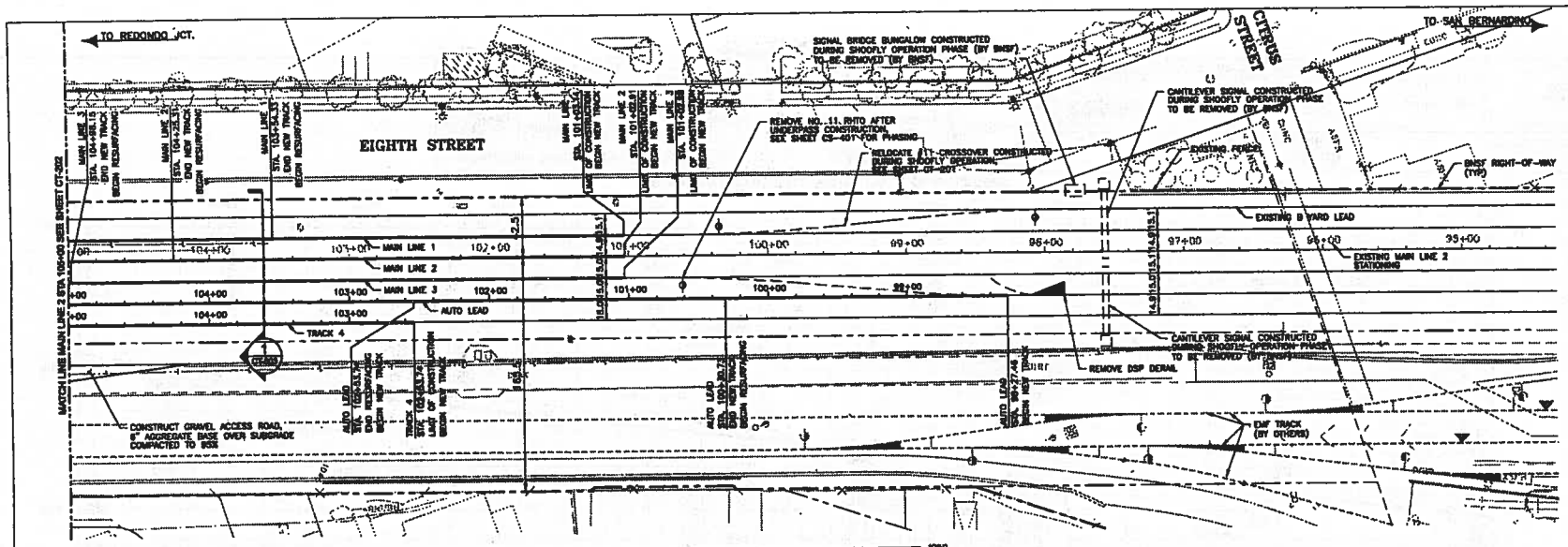
PLAN NO. 1282-1

REVISIONS	DATE	APPR.

LAUREL STREET GRADE SEPARATION PROJECT
MAIN LINE 2 PLAN AND PROFILE
POST-CONSTRUCTION PHASE

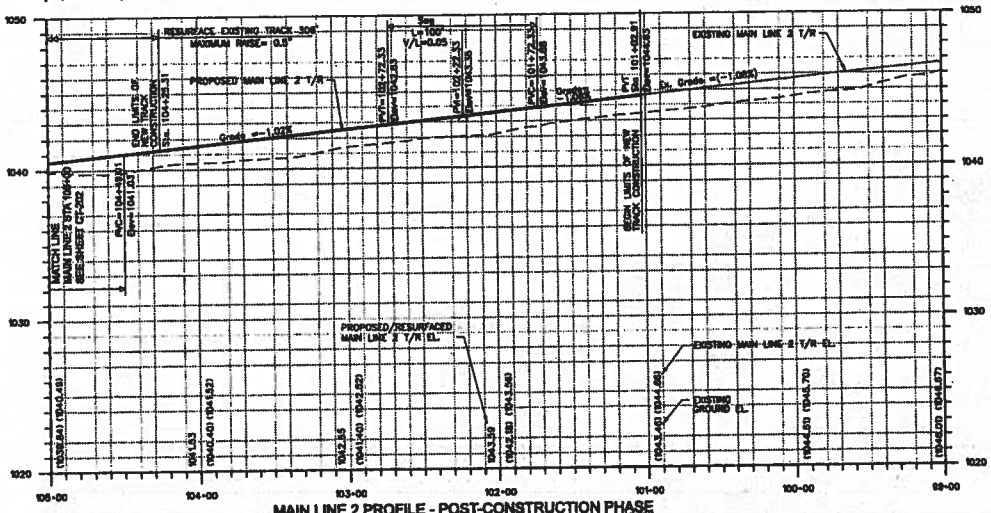
ADDRESS: COLTON, CA 92324 | CT-202 | SHEET 16 OF 43

IF THIS DRAWING IS LESS THAN 22" X 34" IT IS A REDUCED SIZE DRAWING



GENERAL NOTES:

1. BNSF RIGHT-OF-WAY AND EXISTING MAIN LINE 2 STATIONING BASED ON BNSF RAILWAY COMPANY STATION MAP FOR COLTON, CA, LINE SEGMENT 7800, LAST REVISED 06-22-2009. MAIN LINE 2 STATIONING AT CENTERLINE OF LAUREL STREET EQUALS 109+81.5.
2. MAXIMUM OPERATING SPEED AND DESIGN SPEED IS 30 MPH ON ALL EXISTING AND PROPOSED TRACKS, EXCEPT AUTO LEAD OPERATING SPEED = 10 MPH.
3. AFTER SHOOFLY UNDERPASS CONSTRUCTION IS COMPLETE, SHOOFLY TRACKS WILL BE REMOVED AND THE EXISTING TRACK ALIGNMENTS WILL BE MAINTAINED AS SHOWN.
4. SIGNAL EQUIPMENT AND LOCATIONS ARE SHOWN FOR CLARITY ONLY. ALL SIGNAL DESIGN, REMOVAL AND INSTALLATION WILL BE COMPLETED BY BNSF.
5. BALLAST, TIES, AND RAIL FOR EMF TRACK EXTENSION WILL BE BY OTHERS. CONTRACTOR IS RESPONSIBLE FOR PREPARATION OF SUBGRADE, HMAC (AS SUBBALLAST), AND UNDERDRAINS FOR EMF TRACK EXTENSION.
6. SEE SCOPE OF WORK MATRIX ON SHEET G-003 FOR WORK BY BNSF. ALL OTHER WORK SHOWN IS BY CONTRACTOR UNLESS OTHERWISE NOTED.



MAIN LINE 2 PROFILE - POST-CONSTRUCTION PHASE

PLAN NORTH

0 40 80 120
SCALE FEET
1" = 40'

BNSF RAILWAY

CALIFORNIA DIVISION
SAN BERNARDINO SUBDIVISION
MP 1.8 TO MP 2.3
LINE SEGMENT 7802

Underground Service Alert
Call: TOLL FREE 1-800 422-4133
TWO WORKING DAYS BEFORE YOU DIG

BENCHMARK
SEE GENERAL NOTES SHEET FOR BENCHMARK INFORMATION

SANBAG
SAN BERNARDINO ASSOCIATED GOVERNMENTS
1170 WEST THIRD STREET
SAN BERNARDINO, CA 92410
1909884-8276
www.sanbag.ca.gov

REGISTERED PROFESSIONAL ENGINEER AMANDA M. JAUHER No. 79460 Exp. 09-30-14 CIVIL STATE OF CALIFORNIA

CITY OF COLTON
PUBLIC WORKS DEPARTMENT

PREPARED BY: Dewberry Consultants, 8 MITTON CENTRE DRIVE, SANTA ANA, CA 92707
12/7/2012
PRINCIPAL ENGINEER R.C.E No. 79460 DATE

CITY ENGINEER
NAME: AMER JAUHER
R.C.E. 60932 EXPIRES 9-30-13
APPROVED: _____ DATE: _____
PLAN NO. 1282-1

REVISIONS	DATE	APPR.

LAUREL STREET GRADE SEPARATION PROJECT
MAIN LINE 2 PLAN AND PROFILE
POST-CONSTRUCTION PHASE

ADDRESS: COLTON, CA 92324 | CT-203 | SHEET 17 OF 43

IF THIS DRAWING IS LESS THAN 22" X 34" IT IS A REDUCED SIZE DRAWING

Exhibit B

"EASEMENT AGREEMENT"

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EASEMENT AGREEMENT
FOR THE SAN BERNARDINO ASSOCIATION OF GOVERNMENTS
(C&M Agreement)

THIS EASEMENT AGREEMENT (**"Easement Agreement"**) is made and entered into as of the _____ day of _____ 2013 (**"Effective Date"**), by and between **BNSF RAILWAY COMPANY**, a Delaware corporation (**"Grantor"**), and the **SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION**, (**"Grantee"**).

A. Grantor owns or controls certain real property situated at or near the vicinity of Colton, County of San Bernardino, State of California, at Mile Post 2.1, Laurel Street Grade Project, as described or depicted on **Attachment "A"** attached hereto and made a part hereof (the "**Premises**").

B. Grantor and Grantee have entered into that certain Underpass Construction and Maintenance Agreement by and among Grantor, Grantee and the City of Colton dated as of _____ concerning improvements on or near the Premises (the **"C&M Agreement"**).

C. Grantee has requested that Grantor grant to Grantee an easement over the Premises for the Easement Purpose (as defined below).

D. Grantor has agreed to grant Grantee such easement subject to the terms and conditions set forth in this Easement and in the C&M Agreement which is hereby incorporated herein as if fully set forth in this instrument which terms shall be in full force and effect for purposes of this Easement even if the C&M Agreement is, for whatever reason, no longer in effect. A copy of the fully executed C&M Agreement shall be appended hereto as Attachment B. The easement is intended to be transferred to the City of Colton upon completion of the contemplated improvements, and Grantor hereby consents to the assumption of all obligations, benefits, liabilities and responsibilities by the City of Colton upon such transfer.

NOW, THEREFORE, for and in consideration of the foregoing recitals which are incorporated herein, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1 **Granting of Easement.**

1.1 Easement Purpose. The **"Easement Purpose"** shall be for the purposes set forth in the C&M Agreement. Any improvements to be constructed in connection with the Easement Purpose are referred to herein as **"Improvements"** and shall be constructed, located, configured and maintained by Grantee in strict accordance with the terms of this Easement Agreement and the C&M Agreement.

1.2 Grant. Grantor does hereby grant unto Grantee a non-exclusive easement (**"Easement"**) over the Premises for the Easement Purpose and for no other purpose. The Easement is granted subject to any and all restrictions, covenants, easements, licenses, permits, leases and other encumbrances of whatsoever nature whether or not of record, if any, relating to the Premises and subject to all with all applicable federal, state and local laws, regulations, ordinances, restrictions, covenants and court or administrative decisions and orders, including Environmental Laws (defined below) and zoning laws (collectively, **"Laws"**),. Grantor may not make any alterations or improvements or perform any maintenance or repair activities within the Premises except in accordance with the terms and conditions of the C&M Agreement.

1.3 Reservations by Grantor. Grantor excepts and reserves the right, to be exercised by Grantor and any other parties who may obtain written permission or authority from Grantor:

(a) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any existing pipe, power, communication, cable, or utility lines and appurtenances and other facilities or structures of like character (collectively, **"Lines"**) upon, over, under or across the Premises provided that such activities and facilities do

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not materially interfere with the use of the Premises by Grantee for the Easement Purpose.;

(b) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any tracks or additional facilities or structures upon, over, under or across the Premises provided that such activities and facilities do not materially interfere with the use of the Premises by Grantee for the Easement Purpose..; and

(c) to use the Premises in any manner as the Grantor in its sole discretion deems appropriate, provided that such activities and facilities do not materially interfere with the use of the Premises by Grantee for the Easement Purpose..

Section 2 **Term of Easement**. The term of this Easement, unless sooner terminated under provisions of this Easement Agreement, shall expire on the date that is twenty-four (24) months after the Effective Date.

Section 3 **No Warranty of Any Conditions of the Premises.** Grantee acknowledges that Grantor has made no representation whatsoever to Grantee concerning the state or condition of the Premises, or any personal property located thereon, or the nature or extent of Grantor's ownership interest in the Premises. Grantee has not relied on any statement or declaration of Grantor, oral or in writing, as an inducement to entering into this Easement Agreement, other than as set forth herein. GRANTOR HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO THE DESIGN OR CONDITION OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF ANY SUCH PROPERTY, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTOR SHALL NOT BE RESPONSIBLE TO GRANTEE OR ANY OF GRANTEE'S CONTRACTORS FOR ANY DAMAGES RELATING TO THE DESIGN, CONDITION, QUALITY, SAFETY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTEE ACCEPTS ALL RIGHTS GRANTED UNDER THIS EASEMENT AGREEMENT IN THE PREMISES IN AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" CONDITION, AND SUBJECT TO ALL LIMITATIONS ON GRANTOR'S RIGHTS, INTERESTS AND TITLE TO THE PREMISES. Grantee has inspected or will inspect the Premises, and enters upon Grantor's rail corridor and property with knowledge of its physical condition and the danger inherent in Grantor's rail operations on or near the Premises. Grantee acknowledges that this Easement Agreement does not contain any implied warranties that Grantee or Grantee's Contractors (as hereinafter defined) can successfully construct or operate the Improvements.

Section 4 **Nature of Grantor's Interest in the Premises.** GRANTOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND GRANTEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE. In case of the eviction of Grantee by anyone owning or claiming title to or any interest in the Premises, or by the abandonment by Grantor of the affected rail corridor, Grantor shall not be liable to refund Grantee any compensation paid hereunder.

Section 5 **Improvements**. Grantee shall take, in a timely manner, all actions necessary and proper to the lawful establishment, construction, operation, and maintenance of the Improvements, including such actions as may be necessary to obtain any required permits, approvals or authorizations from applicable governmental authorities. Any and all cuts and fills, excavations or embankments necessary in the construction, maintenance, or future alteration of the Improvements shall be made and maintained in such manner, form and extent as will provide adequate drainage of and from the adjoining lands and premises of the Grantor; and wherever any such fill or embankment shall or may obstruct the natural and pre-existing drainage from such lands and premises of the Grantor, the Grantee shall construct and maintain such culverts or drains as may be requisite to preserve such natural and pre-existing drainage, and shall also wherever necessary, construct extensions of existing drains, culverts or ditches through or along the premises of the Grantor, such extensions to be of adequate sectional dimensions to preserve the present flowage of drainage or other waters, and of materials and workmanship equally as good as those now existing. In the event any construction, repair, maintenance, work or other use of the Premises by Grantee will affect any Lines, fences, buildings, improvements or other facilities (collectively, "**Other Improvements**"), Grantee will be responsible at Grantee's sole risk to locate and make any adjustments necessary to such Other Improvements. Grantee must contact the owner(s) of the Other

Improvements notifying them of any work that may damage these Other Improvements and/or interfere with their service and obtain the owner's written approval prior to so affecting the Other Improvements. Grantee must mark all Other Improvements on the Plans and Specifications and mark such Other Improvements in the field in order to verify their locations. Grantee must also use all reasonable methods when working on or near Grantor property to determine if any Other Improvements (fiber optic, cable, communication or otherwise) may exist. The Grantee agrees to keep the above-described premises free and clear from combustible materials and to cut and remove or cause to be cut and removed at its sole expense all weeds and vegetation on said premises, said work of cutting and removal to be done at such times and with such frequency as to comply with Grantee and local laws and regulations and abate any and all hazard of fire.

Section 6 **Taxes and Recording Fees**. Grantee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed upon the Improvements by any governmental or quasi-governmental body or any Taxes levied or assessed against Grantor or the Premises that are attributable to the Improvements. Grantee agrees to purchase, affix and cancel any and all documentary stamps in the amount prescribed by statute, and to pay any and all required transfer taxes, excise taxes and any and all fees incidental to recordation of the Memorandum of Easement. In the event of Grantee's failure to do so, if Grantor shall become obligated to do so, Grantee shall be liable for all costs, expenses and judgments to or against Grantor, including all of Grantor's legal fees and expenses.

Section 7 **Environmental.**

7.1 Compliance with Environmental Laws. Grantee shall strictly comply with all federal, state and local environmental Laws in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and the Toxic Substances Control Act (collectively referred to as the "**Environmental Laws**"). Grantee shall not maintain a "treatment," "storage," "transfer" or "disposal" facility, or "underground storage tank," as those terms are defined by Environmental Laws, on the Premises. Grantee shall not handle, transport, release or suffer the release of "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any Environmental Laws.

7.2 Notice of Release. Grantee shall give Grantor immediate notice to Grantor's Resource Operations Center at (800) 832-5452 of any release of hazardous substances on or from the Premises, violation of Environmental Laws, or inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Grantee's use of the Premises. Grantee shall use its best efforts to promptly respond to any release on or from the Premises. Grantee also shall give Grantor immediate notice of all measures undertaken on behalf of Grantee to investigate, remediate, respond to or otherwise cure such release or violation.

7.3 Remediation of Release. In the event that Grantor has notice from Grantee or otherwise of a release or violation of Environmental Laws which occurred or may occur during the term of this Easement Agreement, Grantor may require Grantee, at Grantee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises. If during the construction or subsequent maintenance of the Improvements, soils or other materials considered to be environmentally contaminated are exposed, Grantee will remove and safely dispose of said contaminated soils. Determination of soils contamination and applicable disposal procedures thereof, will be made only by an agency having the capacity and authority to make such a determination.

7.4 Preventative Measures. Grantee shall promptly report to Grantor in writing any conditions or activities upon the Premises known to Grantee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons or property arising out of such conditions or activities; provided, however, that Grantee's reporting to Grantor shall not relieve Grantee of any obligation whatsoever imposed on it by this Easement Agreement. Grantee shall promptly respond to Grantor's request for information regarding said conditions or activities.

7.5 Evidence of Compliance. Grantee agrees periodically to furnish Grantor with proof satisfactory to Grantor that Grantee is in compliance with this **Section 7**. Should Grantee not comply fully with the above-

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stated obligations of this **Section 7**, notwithstanding anything contained in any other provision hereof, Grantor may, at its option, terminate this Easement Agreement by serving five (5) days' notice of termination upon Grantee. Upon termination, Grantee shall remove the Improvements and restore the Premises as provided in **Section 9**.

Section 8 **Default and Termination**.

8.1 Grantor's Performance Rights. If at any time Grantee, or Grantee's Contractors, fails to properly perform its obligations under this Easement Agreement, Grantor, in its sole discretion, may: (i) seek specific performance of the unperformed obligations, or (ii) at Grantee's sole cost, may arrange for the performance of such work as Grantor deems necessary for the safety of its rail operations, activities and property, or to avoid or remove any interference with the activities or property of Grantor, or anyone or anything present on the rail corridor or property with the authority or permission of Grantor. Grantee shall promptly reimburse Grantor for all costs of work performed on Grantee's behalf upon receipt of an invoice for such costs. Grantor's failure to perform any obligations of Grantee or Grantee's Contractors shall not alter the liability allocation set forth in this Easement Agreement.

8.2 Abandonment. Grantor may, at its option, terminate this Easement Agreement by serving ninety (90) days' notice in writing upon Grantee (or Grantee's successor after transfer of the easement as contemplated in the C&M Agreement), if Grantee (or successor) should abandon or cease to use the Premises for the Easement Purpose and not resume it during such notice period. Closures for maintenance, repair, reconstruction or emergency purposes shall not constitute abandonment or a cessation of use for Easement Purposes. Any waiver by Grantor of any default or defaults shall not constitute a waiver of the right to terminate this Easement Agreement for any subsequent default or defaults, nor shall any such waiver in any way affect Grantor's ability to enforce any section of this Easement Agreement.

8.3 Effect of Termination or Expiration. Neither termination nor expiration will release Grantee from any liability or obligation under this Easement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date the Premises are restored as required by **Section 9**.

8.4 Non-exclusive Remedies. The remedies set forth in this **Section 8** shall be in addition to, and not in limitation of, any other remedies that Grantor may have under the C&M Agreement, at law or in equity.

Section 9 **Surrender of Premises**.

9.1 Removal of Improvements and Restoration. Upon termination of this Easement Agreement, whether by abandonment of the Easement or by the exercise of Grantor's termination rights hereunder, Grantee shall, at its sole cost and expense, immediately perform the following:

(a) remove all or such portion of Grantee's Improvements and all appurtenances thereto from the Premises, as Grantor directs at Grantor's sole discretion;

(b) repair and restore any damage to the Premises arising from, growing out of, or connected with Grantee's use of the Premises;

(c) remedy any unsafe conditions on the Premises created or aggravated by Grantee; and

(d) leave the Premises in the condition which existed as of the Effective Date.

9.2 Limited License for Entry. If this Easement Agreement is terminated, Grantor may direct Grantee to undertake one or more of the actions set forth above, at Grantee's sole cost, in which case Grantee shall have a limited license to enter upon the Premises to the extent necessary to undertake the actions directed by Grantor. The terms of this limited license include all of Grantee's obligations under this Easement

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Agreement. Termination will not release Grantee from any liability or obligation under this Easement Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Grantee's Improvements are removed and the Premises are restored to the condition that existed as of the Effective Date. If Grantee fails to surrender the Premises to Grantor upon any termination of the Easement, all liabilities and obligations of Grantee hereunder shall continue in effect until the Premises are surrendered.

Section 10 **Liens**. Grantee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Grantee on the Premises or attributable to Taxes that are the responsibility of Grantee pursuant to **Section 6**. Grantor is hereby authorized to post any notices or take any other action upon or with respect to the Premises that is or may be permitted by Law to prevent the attachment of any such liens to any portion of the Premises; provided, however, that failure of Grantor to take any such action shall not relieve Grantee of any obligation or liability under this **Section 10** or any other section of this Easement Agreement.

Section 11 **Intentionally Left Blank.**

Section 12 **Notices**. Any notice required or permitted to be given hereunder by one party to the other shall be delivered in the manner set forth in the C&M Agreement. Notices to Grantor under this Easement shall be delivered to the following address: BNSF Railway Company, Real Estate Department, 2500 Lou Menk Drive, Ft. Worth, TX 76131, Attn: Permits, or such other address as Grantor may from time to time direct by notice to Grantee.

Section 13 **Intentionally Left Blank.**

Section 14 **Miscellaneous**.

14.1 All questions concerning the interpretation or application of provisions of this Easement Agreement shall be decided according to the substantive Laws of the State of Texas without regard to conflicts of law provisions.

14.2 In the event that Grantee consists of two or more parties, all the covenants and agreements of Grantee herein contained shall be the joint and several covenants and agreements of such parties. This instrument and all of the terms, covenants and provisions hereof shall inure to the benefit of and be binding upon each of the parties hereto and their respective legal representatives, successors and assigns and shall run with and be binding upon the Premises.

14.3 If any action at law or in equity is necessary to enforce or interpret the terms of this Easement Agreement, the prevailing party or parties shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party or parties may be entitled.

14.4 If any provision of this Easement Agreement is held to be illegal, invalid or unenforceable under present or future Laws, such provision will be fully severable and this Easement Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof will remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, there will be added automatically as a part of this Easement Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

14.5 This Easement Agreement is the full and complete agreement between Grantor and Grantee with respect to all matters relating to Grantee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Grantee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Grantee or Grantee's obligation to defend and hold Grantor harmless in any prior written agreement between the parties.

14.6 Time is of the essence for the performance of this Easement Agreement.

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ADMINISTRATIVE FEE

15. Grantee acknowledges that a material consideration for this agreement, without which it would not be made, is the agreement between Grantee and Grantor, that the Grantee shall pay upon return of this Agreement signed by Grantee to Grantor's Broker a processing fee in the amount of $2,000.00 over and above the agreed upon Acquisition Price. Said fee shall be made payable to BNSF Railway Company by a separate check.

Witness the execution of this Easement Agreement as of the date first set forth above.

GRANTOR:

BNSF RAILWAY COMPANY, a Delaware corporation

By: _____
Name: _____
Title: _____

GRANTEE:

SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION,

By: _____
Name: _____
Title: _____

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ATTACHMENT "A"

Premises

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Attachment "A" to Easement Agreement

Legal Description and Map of Easement Premises

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EXHIBIT 'A'
Legal Description

That portion of Lot 8, Colton Land and Water Company Subdivision, in the City of Colton, County of San Bernardino, State of California, as shown on the map recorded in Book 1, Page 40 of Maps, in the Office of the County Recorder of said County, together with Citrus Street, 66 feet wide, adjoining said Lot 8 on the south, as vacated by the City of Colton Ordinance No. 474, described as follows:

COMMENCING at the intersection of the southerly line of said Citrus Street with a line parallel with and lying distant 449.98 feet from the centerline of the 100-foot wide strip of land described in deed recorded July 10, 1883 in Book 34, Page 122 of Deeds, in the Office of the County Recorder of said County, also known as the centerline of the railway company eastward main track;

Thence along said parallel line North 18°21'19" East 329.93 feet to the southwesterly line of Parcel 1 of the easement to San Bernardino County Flood Control District recorded November 13, 1948 in Book 2320, Page 238, Official Records of said County, being also the **TRUE POINT OF BEGINNING**;

Thence along said southwesterly line North 32°15'51" West 0.39 feet;

Thence leaving said southwesterly line, South 67°21'22" West 77.35 feet;

Thence South 41°25'59" West 257.68 feet;

Thence South 00°35'13" East 57.01 feet;

Thence South 18°10'04" West 36.40 feet to the southerly line of said Citrus Street;

Thence along said southerly line, South 89°35'00" West 8.30 feet;

Thence North 00°35'13" West 99.15 feet;

Thence North 41°25'59" East 269.96 feet;

Thence North 67°21'22" East 99.73 feet to said parallel line;

Thence along said parallel line, South 18°21'19" West 27.01 feet to the **TRUE POINT OF BEGINNING.**

The above described parcel contains 8,756 square feet, more or less.

The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007.00), Zone 5. Divide distances shown in the above description by 0.99994626 to obtain ground distances.

As shown on Exhibit 'B', attached hereto and made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

5/24/2012

John Martin Smith, P.L.S. 8070 Date

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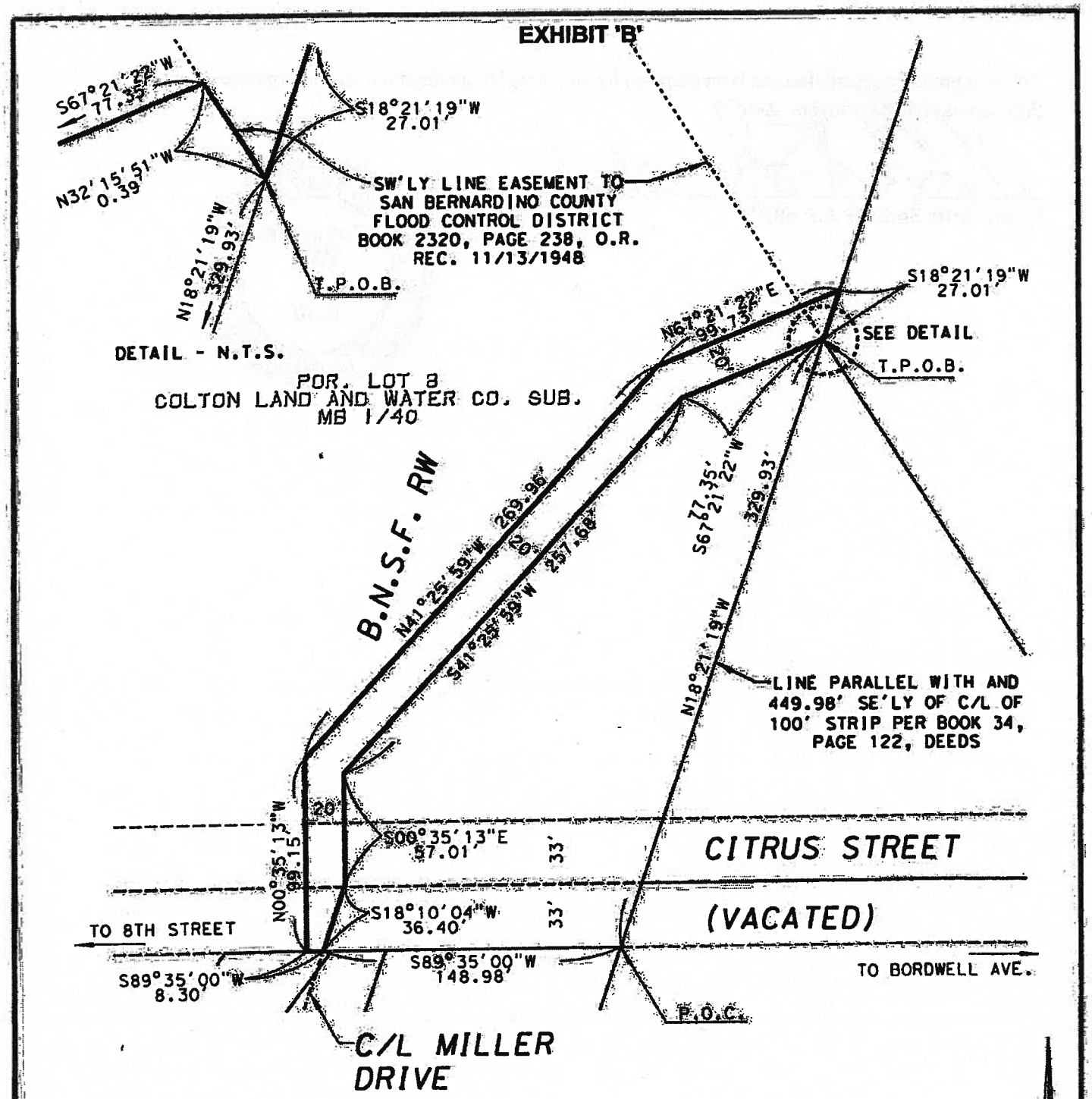

LEGEND

PROPERTY LINES

EASEMENT AREA

P.O.C. POINT OF COMMENCEMENT
T.B.O.B. TRUE POINT OF BEGINNING
AREA 8,756±SQUARE FEET

DAVID EVANS AND ASSOCIATES INC. 4200 Concours, Suite 200 Ontario California 91764 Phone: 909.481.5750	EXHIBIT 'B'	COUNTY: SAN BERNARDINO	CITY: COLTON	CHECKED BY: MXSM
		TEMPORARY CONSTRUCTION EASEMENT		DRAWN BY: RMVE
	JOB NO.: TRAN0000-0004			DATE: 05/24/2012
	SHEET: 1 / TOTAL: 1	APN: 0160-161-04		SCALE: NTS

EXHIBIT 'A'
Legal Description

Parcel A

All of Lots 12, 13, 14, 15 and 16, Block 2, Brink Subdivision, in the City of Colton, County of San Bernardino, State of California, as shown on the map filed in Book 14, Page 38 of Maps, in the Office of the County Recorder of said County, together with that portion of Lot 17, Colton Land and Water Company Subdivision, in the City of Colton, County of San Bernardino, State of California, as shown on the map recorded in Book 1, Page 40 of Maps, in the Office of the County Recorder of said County, described as follows:

BEGINNING at the intersection of the westerly line of said Lot 12 with the southerly line of Parcel 3 of the land conveyed in the easement recorded September 6, 1929 in Book 540, Page 12, Official Records of said County;

Thence along the westerly line of said Brink Subdivision and the easterly line of the A.T. & S.F. Railway Company Right of Way shown on the map filed in Book 25, Page 3 of Records of Survey, in the Office of the County Recorder of said County, South 18°20'37" West 1009.76 feet;

Thence leaving said easterly line, North 71°39'21" West 100.00 feet to the westerly line of said A.T. & S.F. Railway Company Right of Way;

Thence along said westerly line the following three courses:

1. North 18°20'37" East 173.45 feet to the northeasterly corner of Lot 25 of the Colton Orange Villa Tract filed in Book 18, Page 28 of Maps, in the Office of the County Recorder of said County;
2. South 89°40'12" West 1.58 feet;
3. North 18°20'37" East 318.20 feet to the southeasterly corner of the land conveyed in the deed recorded October 4, 1966 in Book 6706, Page 464 of Official Records of said County;

Thence along the easterly line of said Book 6706, Page 464, North 18°20'37" East 300.82 feet to the most southerly corner of the land conveyed in the document recorded April 16, 1996 as Document No. 1996-0131382 of Official Records of said County;

Thence along the southerly and westerly lines of said Document No. 1996-0131382 the following four courses:

1. North 71°39'23" West 10.50 feet;
2. North 18°20'37" East 98.41 feet;
3. South 89°40'26" West 53.30 feet;
4. North 11°15'09" East 78.96 feet to the southerly line said Parcel 3;

Thence along said southerly line, North 89°42'12" East 181.78 feet to the **POINT OF BEGINNING.**

EXCEPTING THEREFROM that portion of said Lot 12 lying within Parcel 3 of the easement recorded September 6, 1929 in Book 540, Page 12 of Official Records of said County.

ALSO EXCEPTING THEREFROM that portion described as follows:

BEGINNING at the intersection of the westerly line of said Document No. 1996-0131382 with the southerly line of Laurel Street, 80 feet wide, said southerly line being the southerly line of Parcel 3 of the easement recorded September 6, 1929 in Book 540, Page 12 of Official Records of said County;

Thence along said westerly line, South 11°15'09" West 58.43 feet;

Thence leaving said westerly line, North 18°21'19" East 60.42 feet to said southerly line;

Thence along said southerly line, South 89°42'12" West 7.63 feet to the **POINT OF BEGINNING.**

Parcel B

Those portions of Lots 9, 10 and 11, Block 2, Brink Subdivision, in the City of Colton, County of San Bernardino, State of California, as shown on the map filed in Book 14, Page 38 of Maps, in the Office of the County Recorder of said County, bounded on the east by the westerly line of the land conveyed to Woodrow Miller by deed recorded January 17, 1958 in Book 4416, Page 332 of Official Records of said County, bounded on the north by the southerly of the southerly line of Parcel 2 of the easement recorded September 6, 1929 in Book 540, Page 12 of Official Records of said County, bounded on the west by the easterly line of the 20-foot wide alley as shown on said Brink Subdivision running through said Block 2 and bounded on the south by the southerly line of said Lot 9.

The above described parcels contain 181,164 square feet (4.159 acres), more or less.

The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007.00), Zone 5. Divide distances shown in the above description by 0.99994626 to obtain ground distances.

As shown on Exhibit 'B', attached hereto and made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

2-2-2012

Ryan M. Versteeg, P.L.S. 7809 Date

PROFESSIONAL LAND SURVEYOR
RYAN M. VERSTEEG
7809
STATE OF CALIFORNIA

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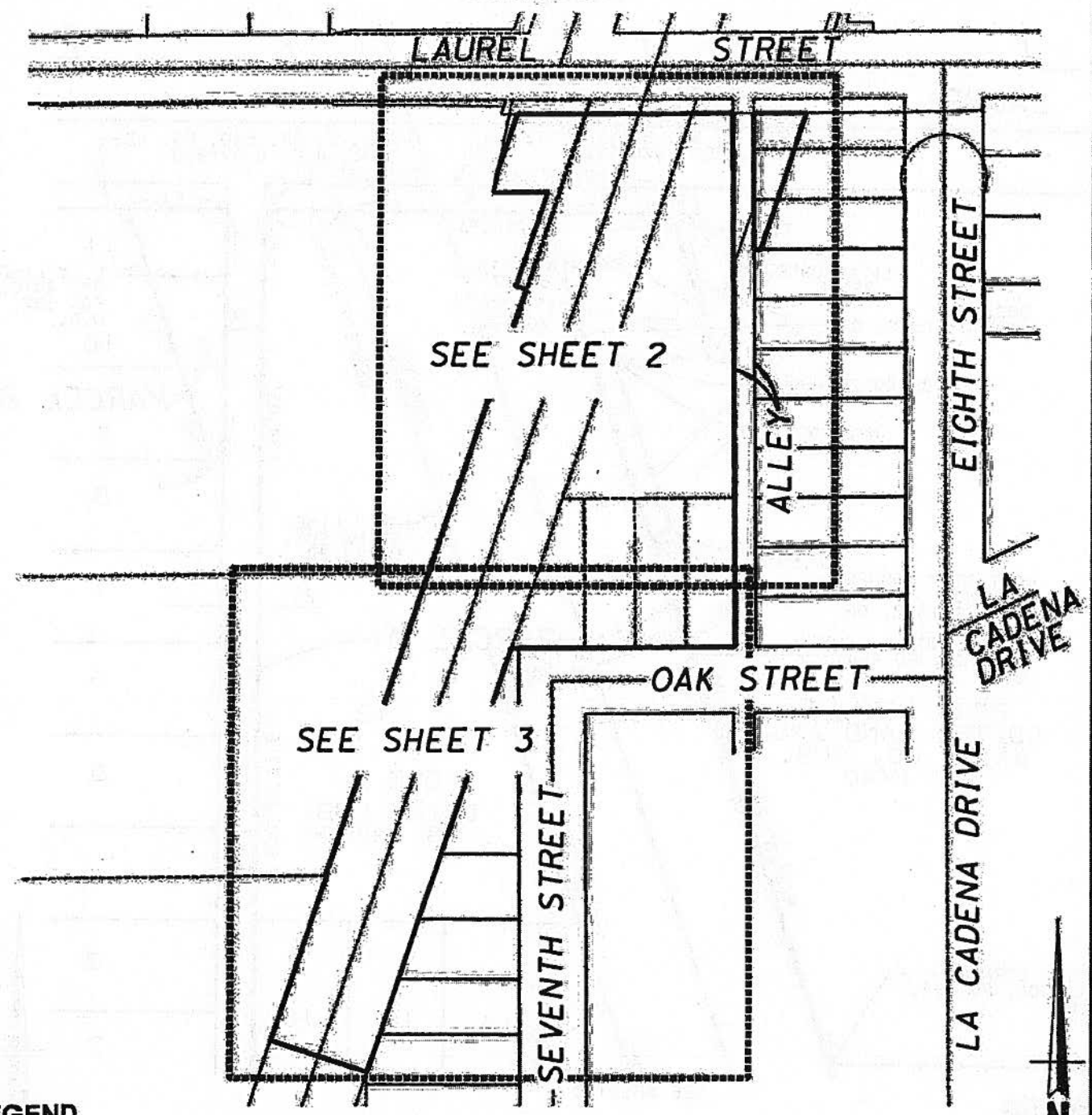
EXHIBIT 'B'



LEGEND

PROPERTY LINES

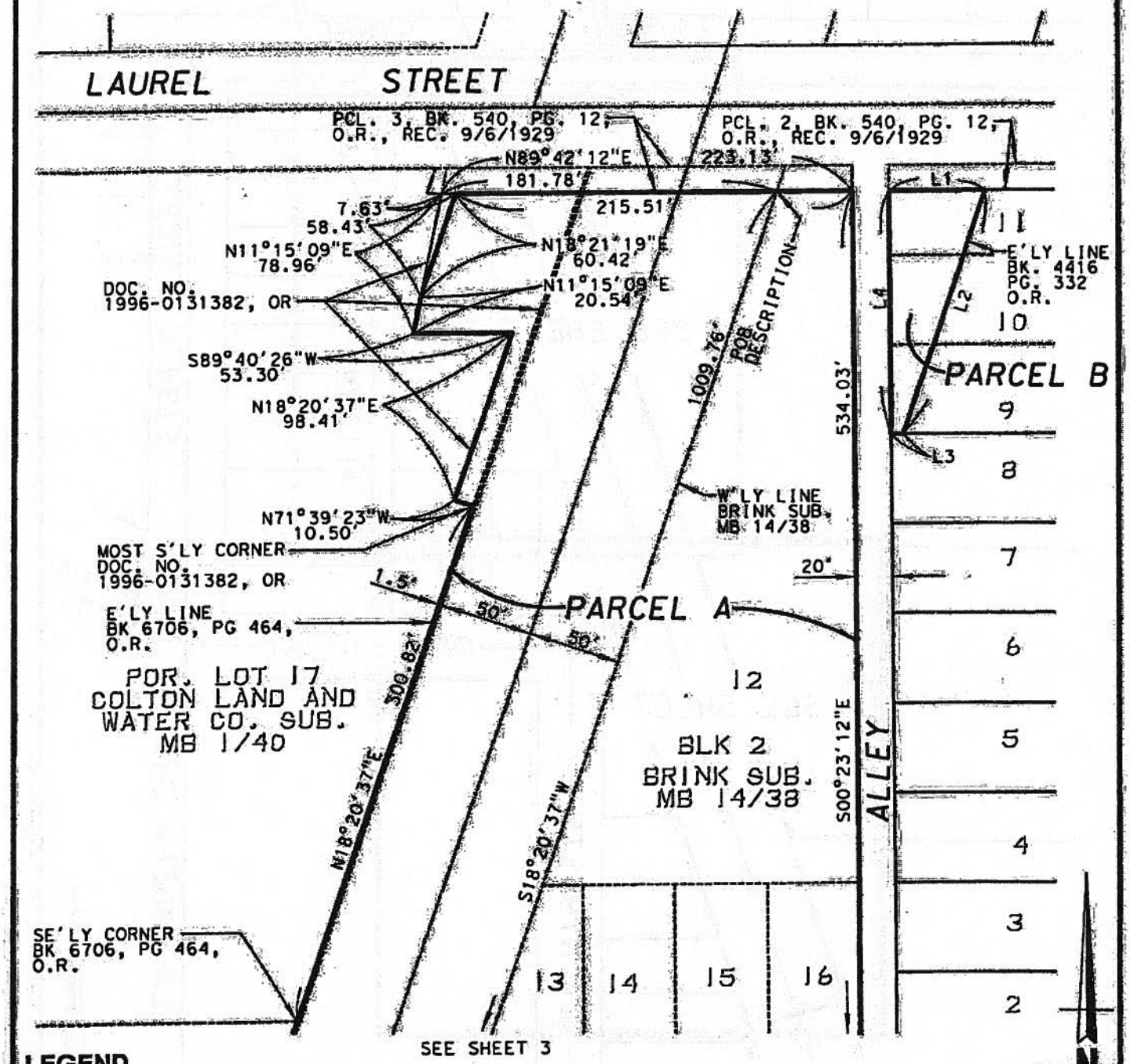
EASEMENT AREA

POB POINT OF BEGINNING

AREA 181,168± SQUARE FEET

DAVID EVANS AND ASSOCIATES INC. 4200 Concours, Suite 200 Ontario California 91764 Phone: 909.481.5750	EXHIBIT 'B'	COUNTY: SAN BERNARDINO	CITY: COLTON	CHECKED BY: RMVE
		TEMPORARY CONSTRUCTION EASEMENT		DRAWN BY: RMVE
	JOB NO.: TRAN0000-0004			DATE: 01/03/12
	SHEET: 1 / TOTAL: 3	APN: 0161-061-37 & 38, 0161-081-01 & 12		SCALE: 1"=150'

EXHIBIT 'B'



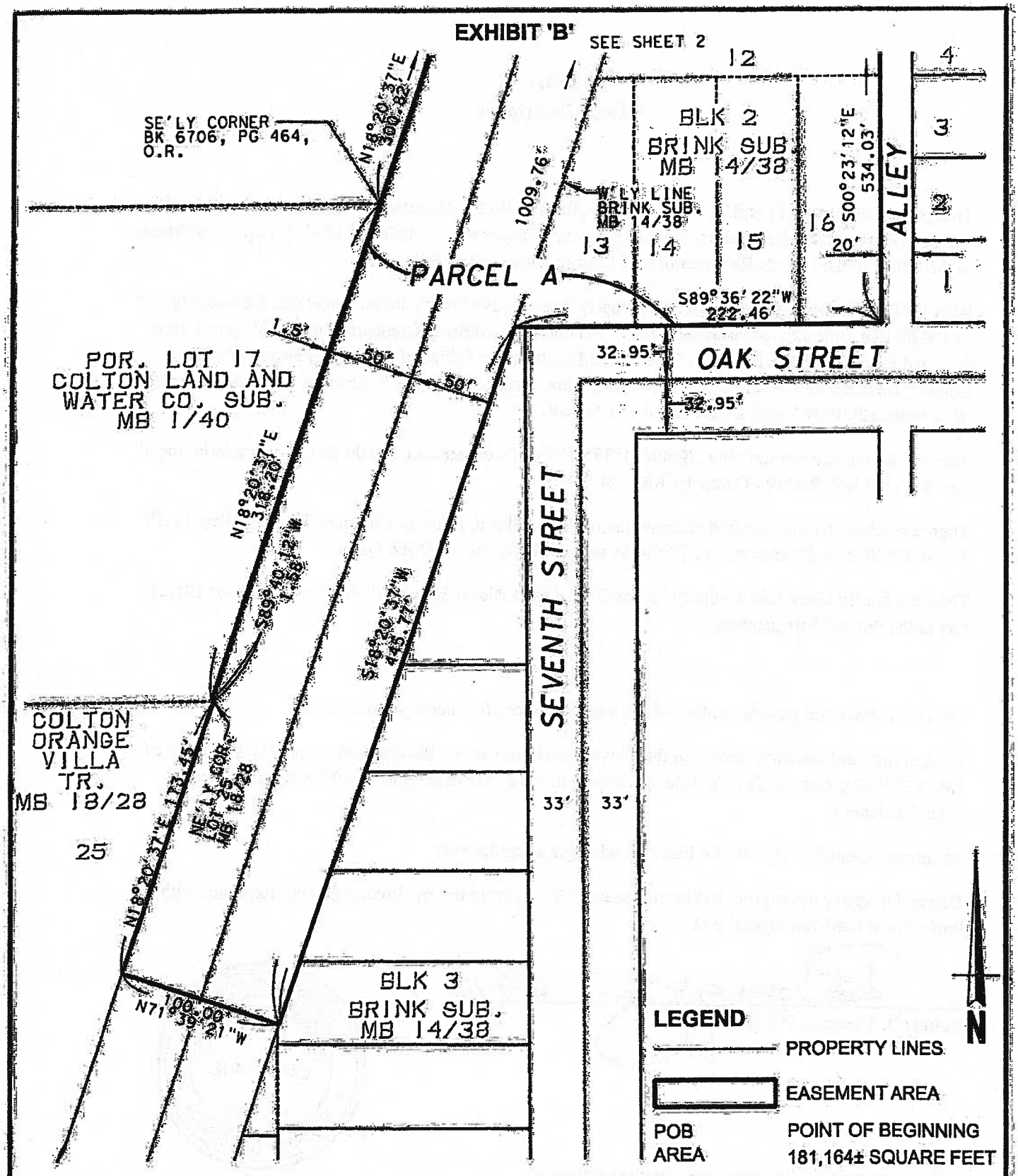
LEGEND

———	PROPERTY LINES
▭	EASEMENT AREA
POB	POINT OF BEGINNING
AREA	181,164± SQUARE FEET

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°42'12"E	52.54'
L2	S18°20'37"W	142.95'
L3	S89°40'37"W	6.63'
L4	N00°23'12"W	135.45'

DAVID EVANS AND ASSOCIATES INC.
4200 Concours, Suite 200
Ontario California 91764
Phone: 909.481.5750

EXHIBIT 'B'	COUNTY: SAN BERNARDINO	CITY: COLTON	CHECKED BY: RMVE
	TEMPORARY CONSTRUCTION EASEMENT		DRAWN BY: RMVE
JOB NO.: TRAN0000-0004			DATE: 01/03/12
SHEET: 2 / TOTAL: 3	APN: 0161-061-37 & 38, 0161-081-01 & 12		SCALE: 1"=80'



DAVID EVANS AND ASSOCIATES INC. 4200 Concours, Suite 200 Ontario California 91764 Phone: 909.481.5750	EXHIBIT 'B'	COUNTY: SAN BERNARDINO	CITY: COLTON	CHECKED BY: RMVE
		TEMPORARY CONSTRUCTION EASEMENT		DRAWN BY: RMVE
	JOB NO.: TRAN0000-0004			DATE: 01/03/12
	SHEET: 3 / TOTAL: 3	APN: 0161-061-37 & 38, 0161-081-01 & 12		SCALE: 1"=80'

EXHIBIT 'A'
Legal Description

That portion of Blocks 17 and 22 of the Colton Land and Water Company Subdivision, in the City of Colton, County of San Bernardino, State of California, as per map recorded in Book 1, Page 40 of Maps, in the Office of the County Recorder of said County, described as follows:

BEGINNING at the intersection of the northerly line of Olive Street, 66 feet wide, and the westerly line of 100.00 foot wide strip of land conveyed to A.T. and S.F. Railway Company Right of Way in a deed recorded July 10, 1883 in Book 34, Page 122 of Deeds, in the Office of the County Recorder of said County, Thence northeasterly along the westerly line of said A.T. and S.F. Railway Company Right of Way North 18°20'37" East, a distance of 457.40 feet;

Thence leaving said westerly line, South 71°39'21" East, a distance of 100.00 feet to the easterly line of said A.T. and S.F. Railway Company Right of Way;

Thence southwesterly along said easterly line of A.T. and S.F. Railway Company Right of Way, South 18°20'37" West, a distance of 441.79 feet to said northerly line of Olive Street;

Thence westerly along said northerly line of Olive Street, North 80°31'42" West, a distance of 101.21 feet to the **Point Of Beginning.**

The above described parcels contain 44959 square feet or1.032 acres, more or less.

The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007.00), Zone 5. Divide distances shown in the above description by 0.99994626 to obtain ground distances.

As shown on Exhibit 'B', attached hereto and made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

8-9-12

Robert D. Vasquez, P.L.S. 7300 Date

LICENSED LAND SURVEYOR
ROBERT D. VASQUEZ
EXP. 12-31-12
No. 7300
STATE OF CALIFORNIA

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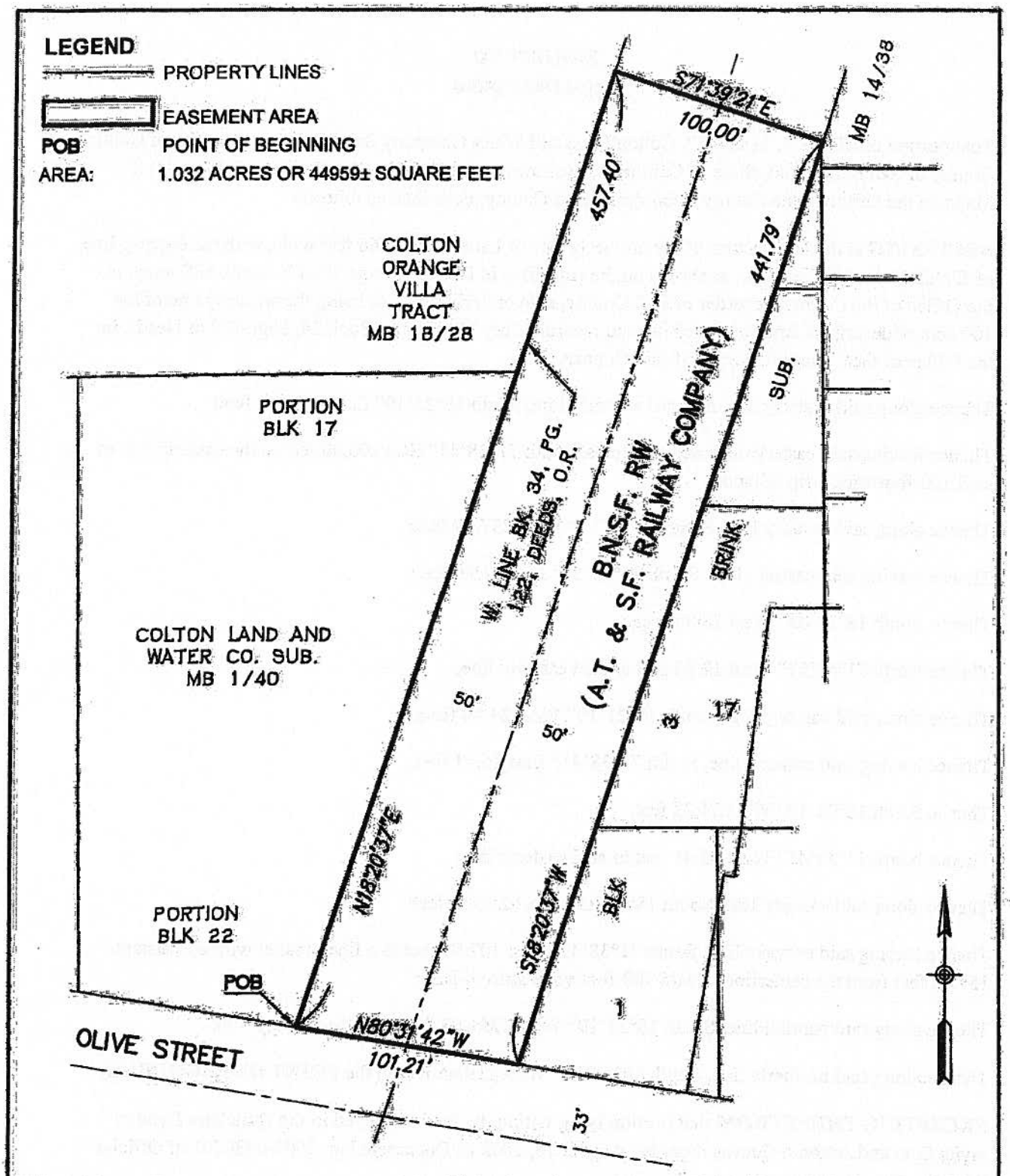


DAVID EVANS AND ASSOCIATES INC. 4200 Concours, Suite 200 Ontario California 91764 Phone: 909.481.5750	EXHIBIT "B"	COUNTY: SAN BERNARDINO	CITY: COLTON
	Job No. : TRAN00000004	TEMPORARY CONSTRUCTION EASEMENT	SHEET NO: 1 OF 1
	APN: 0161-061-37		DRAWN BY: MARA/DGH
			DATE: 08/08/12
			SCALE: 1"=60'

EXHIBIT 'A'
Legal Description

That portion of Blocks 8, 11 and 12, Colton Land and Water Company Subdivision, in the City of Colton, County of San Bernardino, State of California, as shown on the map recorded in Book 1, Page 40 of Maps, in the Office of the County Recorder of said County, described as follows:

BEGINNING at the intersection of the northerly line of Laurel Street, 66 feet wide, with the easterly line of Eighth Street, 80 feet wide, as shown on the map filed in Book 28, Page 79 of Records of Survey, in the Office of the County Recorder of said County, said easterly line also being the westerly line of the 100-foot wide strip of land described in deed recorded July 10, 1883 in Book 34, Page 122 of Deeds, in the Office of the County Recorder of said County;

Thence along said easterly line and said westerly line, North 18°21'19" East 1944.98 feet;

Thence leaving said easterly and westerly lines, South 71°38'41" East 100.00 feet to the easterly line of said 100-foot wide strip of land;

Thence along said easterly line, South 18°21'19" West 237.99 feet;

Thence leaving said easterly line, South 71°40'57" East 12.96 feet;

Thence South 18°19'03" West 28.35 feet;

Thence North 71°40'57" West 12.98 feet to said easterly line;

Thence along said easterly line, South 18°21'19" West 24.84 feet;

Thence leaving said easterly line, South 71°38'41" East 16.41 feet;

Thence South 18°21'19" West 34.23 feet;

Thence North 71°38'41" West 16.41 feet to said easterly line;

Thence along said easterly line, South 18°21'19" West 258.36 feet;

Thence leaving said easterly line, South 71°38'41" East 107.92 feet to a line parallel with and distant 157.92 feet from the centerline of said 100-foot wide strip of land;

Thence along said parallel line, South 18°21'19" West 1291.03 feet to said northerly line;

Thence along said northerly line, South 89°42'12" West 219.45 feet to the **POINT OF BEGINNING.**

EXCEPTING THEREFROM that portion lying within the land conveyed in the Quitclaim Deed to Javier Soto and Antonio Cuevas recorded August 16, 2002 as Document No. 2002-0430701 of Official Records of said County.

ALSO EXCEPTING THEREFROM that portion described as follows:

BEGINNING at the intersection of the northerly line of Laurel Street, 66 feet wide, with a line parallel with and distant 157.92 feet from the centerline of the100-foot wide strip of land described in deed recorded July 10, 1883 in Book 34, Page 122 of Deeds, in the Office of the County Recorder of said County;

Thence along said parallel line, North 18°21'19" East 56.89 feet;

Thence leaving said parallel line, North 71°39'16" West 8.45 feet;

Thence South 18°20'44" West 59.74 feet to said northerly line;

Thence along said northerly line, North 89°42'12" East 8.91 feet to the **POINT OF BEGINNING.**

The above described parcel contains 334,291 square feet (7.674 acres), more or less.

The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007.00), Zone 5. Divide distances shown in the above description by 0.99994626 to obtain ground distances.

As shown on Exhibit 'B', attached hereto and made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

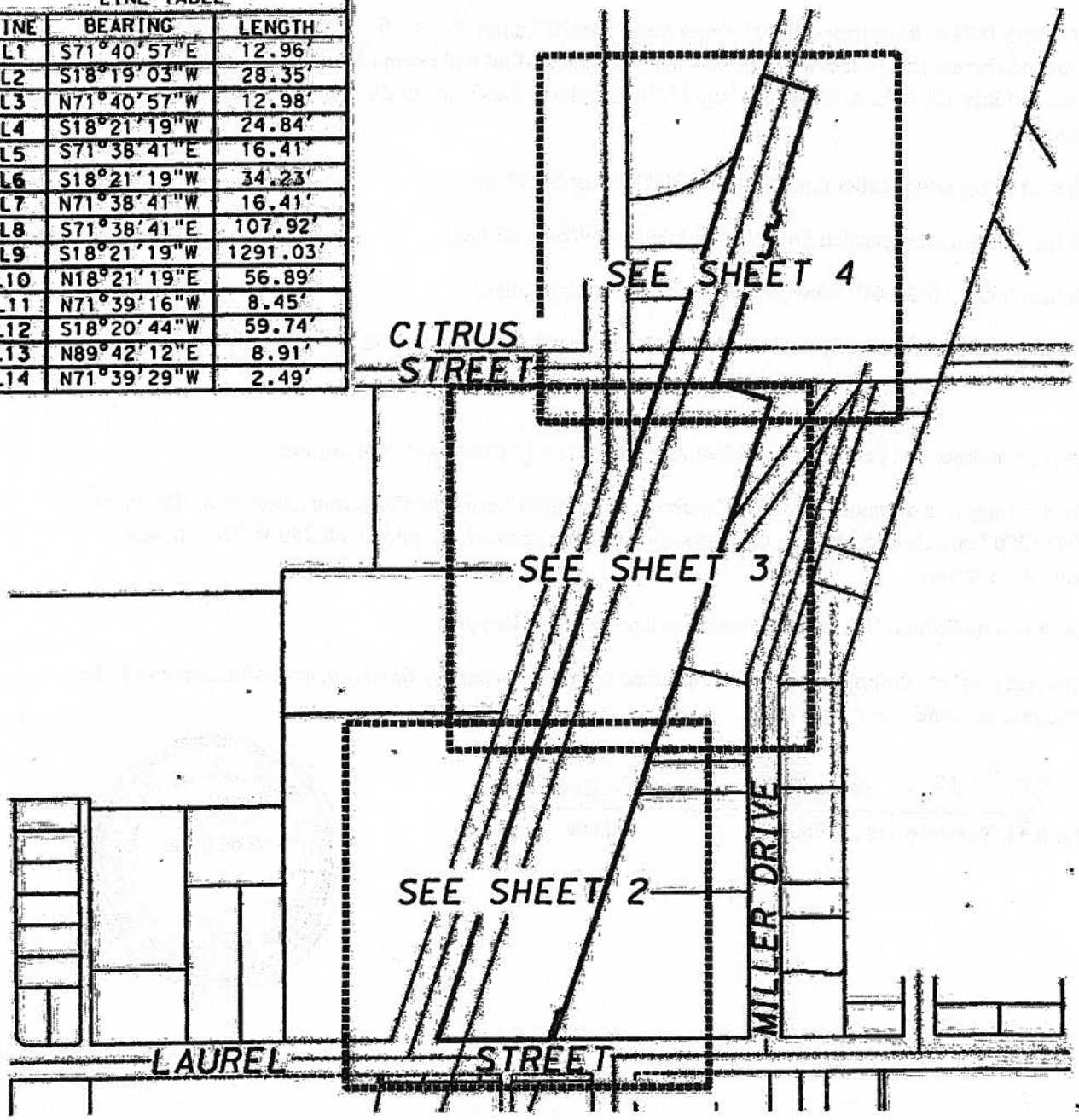
2-2-2012

Ryan M. Versteeg, P.L.S. 7809 Date

PROFESSIONAL LAND SURVEYOR
RYAN M.
VERSTEEG
7809
STATE OF CALIFORNIA

EXHIBIT 'B'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S71°40'57"E	12.96'
L2	S18°19'03"W	28.35'
L3	N71°40'57"W	12.98'
L4	S18°21'19"W	24.84'
L5	S71°38'41"E	16.41'
L6	S18°21'19"W	34.23'
L7	N71°38'41"W	16.41'
L8	S71°38'41"E	107.92'
L9	S18°21'19"W	1291.03'
L10	N18°21'19"E	56.89'
L11	N71°39'16"W	8.45'
L12	S18°20'44"W	59.74'
L13	N89°42'12"E	8.91'
L14	N71°39'29"W	2.49'



LEGEND

PROPERTY LINES

EASEMENT AREA

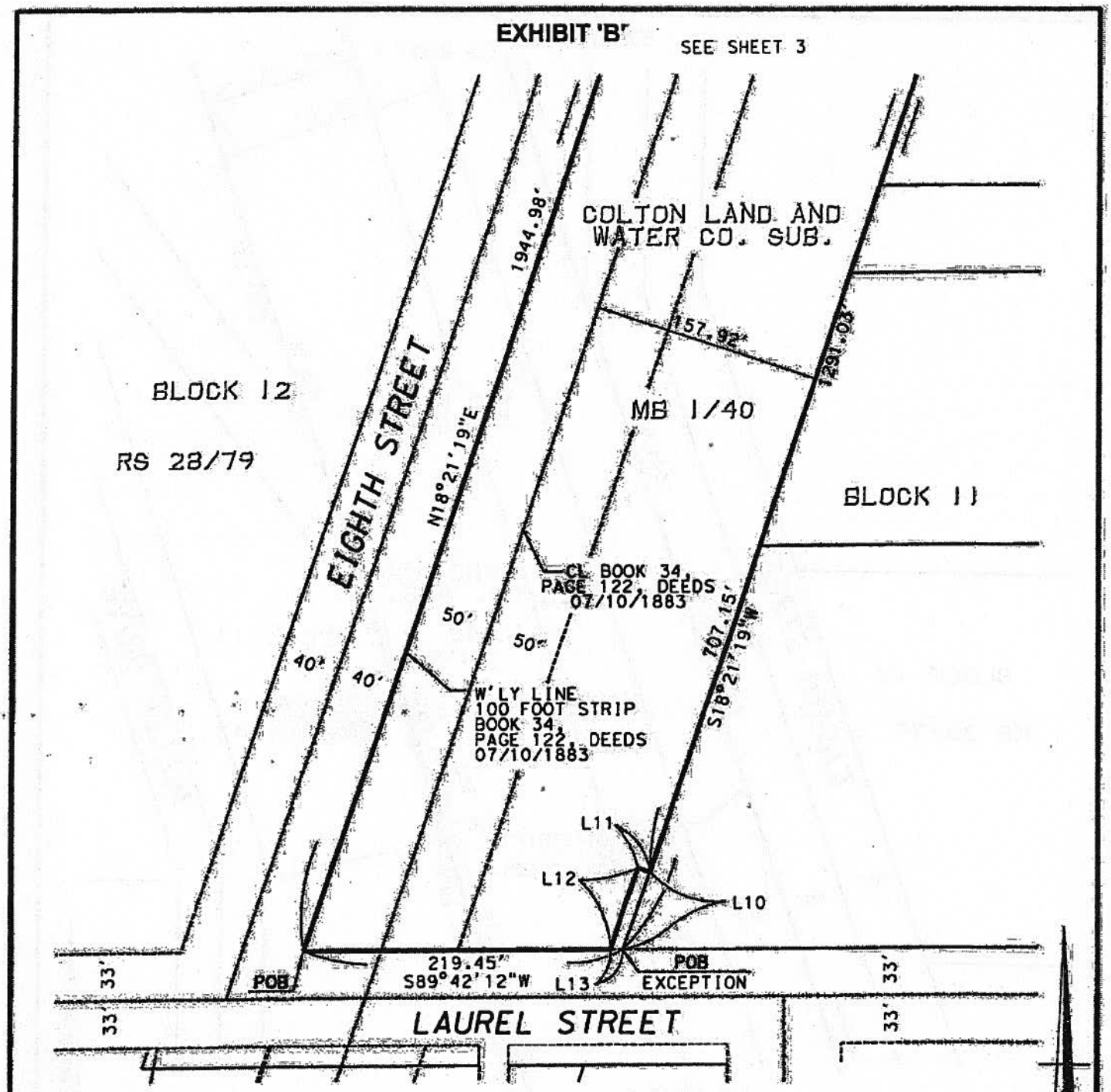
POB POINT OF BEGINNING

AREA 334,291± SQUARE FEET

DAVID EVANS AND ASSOCIATES INC.
4200 Concours, Suite 200
Ontario California 91764
Phone: 909.481.5750

EXHIBIT 'B'	COUNTY: SAN BERNARDINO	CITY: COLTON	CHECKED BY: RMVE
	TEMPORARY CONSTRUCTION EASEMENT		DRAWN BY: KXG
JOB NO.: TRAN0000-0004			DATE: 01/26/12
SHEET: 1 / TOTAL: 4	APN: 0160-151-17, 0160-242-32, 0160-242-33, 0160-242-34, 0160-242-40		SCALE: 1"=300'

EXHIBIT 'B'



LEGEND

PROPERTY LINES

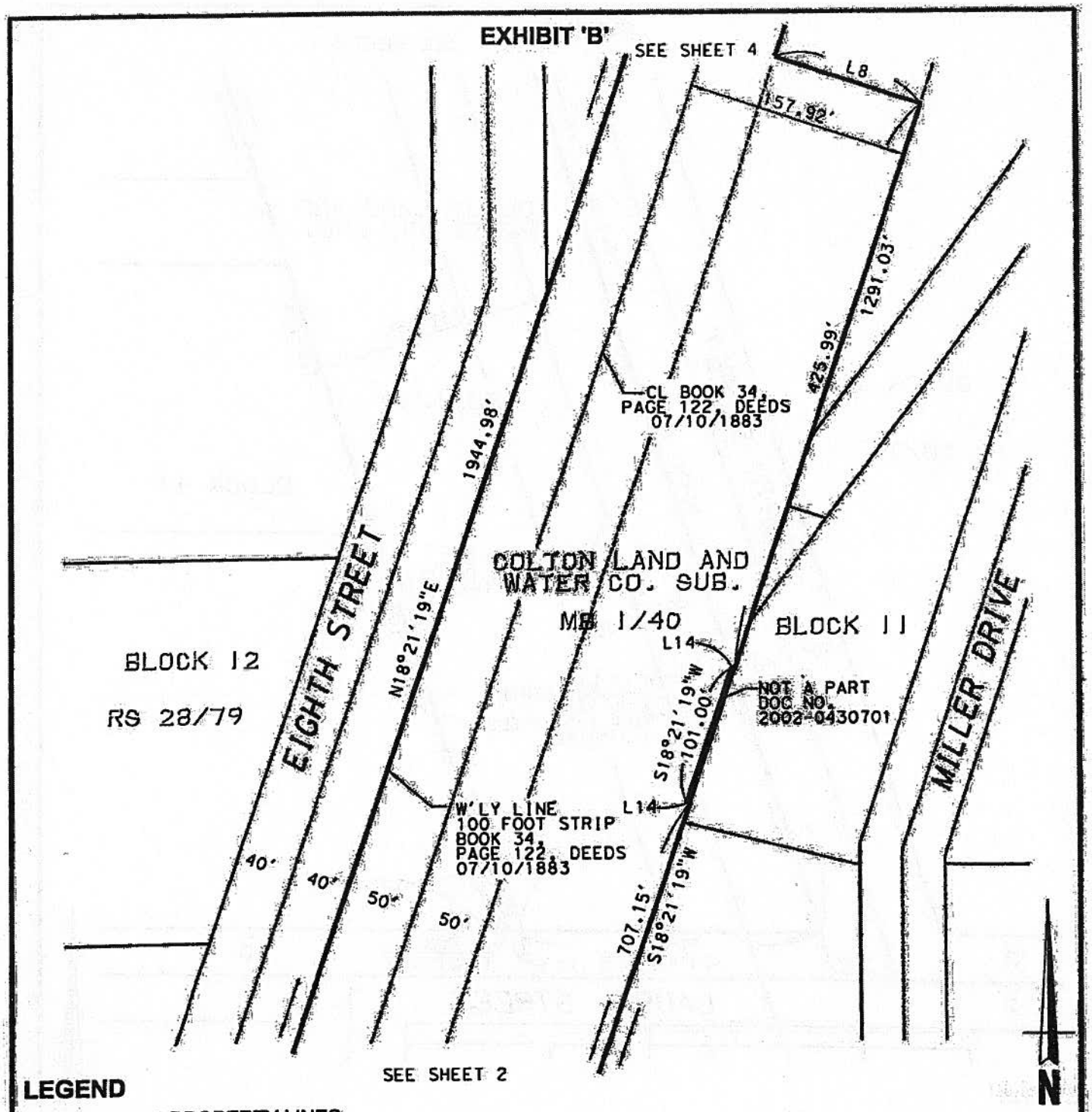
EASEMENT AREA

POB POINT OF BEGINNING

AREA 334,291± SQUARE FEET

NOTE: SEE SHEET 1 FOR LINE TABLE

DAVID EVANS AND ASSOCIATES INC. 4200 Concours, Suite 200 Ontario California 91764 Phone: 909.481.5750	EXHIBIT 'B'	COUNTY: SAN BERNARDINO	CITY: COLTON	CHECKED BY: RMVE
		TEMPORARY CONSTRUCTION EASEMENT		DRAWN BY: KXG
	JOB NO.: TRAN0000-0004			DATE: 01/26/12
	SHEET: 2 TOTAL: 4	APN: 0160-242-33 & 34		SCALE: 1"=100'



LEGEND

PROPERTY LINES

EASEMENT AREA

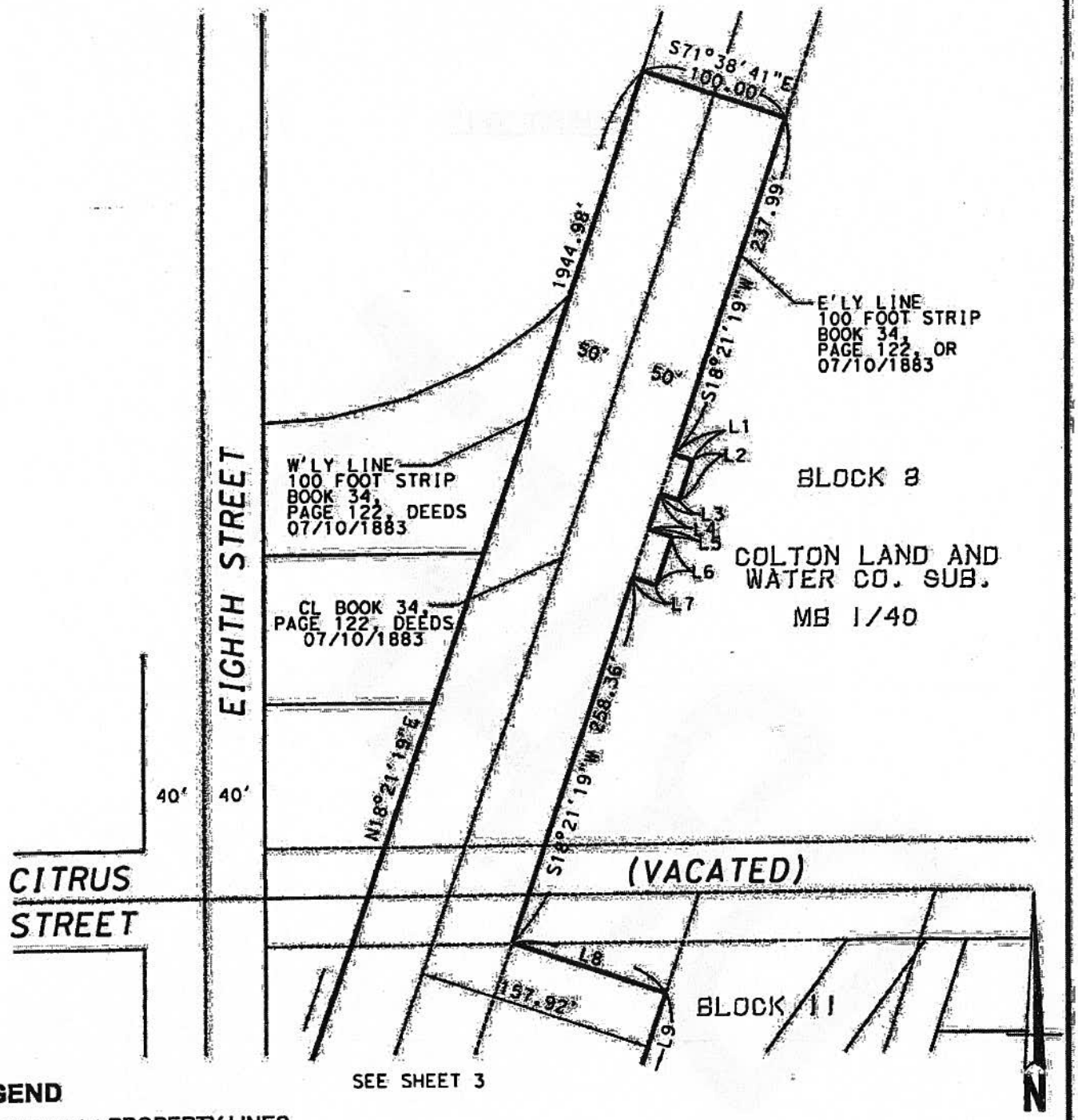
POB POINT OF BEGINNING

AREA 334,291± SQUARE FEET

NOTE: SEE SHEET 1 FOR LINE TABLE

DAVID EVANS AND ASSOCIATES INC. 4200 Concours, Suite 200 Ontario California 91764 Phone: 909.481.5750	EXHIBIT 'B'	COUNTY: SAN BERNARDINO / CITY: COLTON	CHECKED BY: RMVE
		TEMPORARY CONSTRUCTION EASEMENT	DRAWN BY: KXG
	JOB NO.: TRAN0000-0004		DATE: 01/26/12
	SHEET: 3 / TOTAL: 4	APN: 0160-242-33 & 34	SCALE: 1"=100'

EXHIBIT 'B'



LEGEND

PROPERTY LINES

EASEMENT AREA

POB POINT OF BEGINNING

AREA 334,291± SQUARE FEET

NOTE: SEE SHEET 1 FOR LINE TABLE

DAVID EVANS AND ASSOCIATES INC. 4200 Concours, Suite 200 Ontario California 91764 Phone: 909.481.5750	EXHIBIT 'B'	COUNTY: SAN BERNARDINO	CITY: COLTON	CHECKED BY: RMVE
		TEMPORARY CONSTRUCTION EASEMENT		DRAWN BY: KXG
	JOB NO.: TRAN0000-0004			DATE: 01/26/12
	SHEET: 4 / TOTAL: 4	APN: 0161-242-33 & 34		SCALE: 1"=100'

EXHIBIT "B-1"

DRAFT

Memorandum of Easement

THIS MEMORANDUM OF EASEMENT is hereby executed this _____ day of ___ _____, 20___, by and between BNSF RAILWAY COMPANY, a Delaware corporation ("**Grantor**"), whose address for purposes of this instrument is 2500 Lou Menk Drive, Fort Worth, Texas 76131, and THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION, ("**Grantee**"), whose address for purposes of this instrument is _____, which terms "Grantor" and "Grantee" shall include, wherever the context permits or requires, singular or plural, and the heirs, legal representatives, successors and assigns of the respective parties:

WITNESSETH:

WHEREAS, Grantor owns or controls certain real property situated in _____ County, _____ as described on **Attachment "B-1"** attached hereto and incorporated herein by reference (the "**Premises**");

WHEREAS, Grantor and Grantee entered into an Easement Agreement, dated __ _____ (the "**Easement Agreement**") which set forth, among other things, the terms of an easement granted by Grantor to Grantee over and across the Premises (the "**Easement**"); and

WHEREAS, Grantor and Grantee desire to memorialize the terms and conditions of the Easement Agreement of record.

For valuable consideration the receipt and sufficiency of which are hereby acknowledged, Grantor does grant unto Grantee and Grantee does hereby accept from Grantor the Easement over and across the Premises.

The term of the Easement, unless sooner terminated under provisions of the Easement Agreement, shall be perpetual. Provisions regulating the use and purposes to which the Easement shall be limited, are set forth in detail in the Easement Agreement and Grantor and Grantee agree to abide by the terms of the Easement Agreement.

All the terms, conditions, provisions and covenants of the Easement Agreement are incorporated herein by this reference for all purposes as though written out at length herein, and both the Easement Agreement and this Memorandum of Easement shall be deemed to constitute a single instrument or document. This Memorandum of Easement is not intended to amend, modify, supplement, or supersede any of the provisions of the Easement Agreement and, to the extent there may be any conflict or inconsistency between the Easement Agreement or this Memorandum of Easement, the Easement Agreement shall control.

[Signature page follows]

DRAFT

IN WITNESS WHEREOF, Grantor and Grantee have executed this Memorandum of Easement to as of the date and year first above written.

GRANTOR:

BNSF RAILWAY COMPANY, a Delaware corporation

By: _____
Name: _____
Title: _____

GRANTEE:
SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION,
_____

By: _____
Name: _____
Title: _____

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 20__, by _____(name) as _____(title) of BNSF RAILWAY COMPANY, a Delaware corporation.

_____
Notary Public

(Seal)

My appointment expires: _____

DRAFT

Attachment "B-1" to Easement Agreement

Legal Description and Map of Easement Premises

DRAFT

EXHIBIT 'A'
Legal Description

That portion of Lot 8, Colton Land and Water Company Subdivision, in the City of Colton, County of San Bernardino, State of California, as shown on the map recorded in Book 1, Page 40 of Maps, in the Office of the County Recorder of said County, together with Citrus Street, 66 feet wide, adjoining said Lot 8 on the south, as vacated by the City of Colton Ordinance No. 474, described as follows:

BEGINNING at the intersection of the southerly line of said Citrus Street with a line parallel with and lying distant 449.98 feet from the centerline of the 100-foot wide strip of land described in deed recorded July 10, 1883 in Book 34, Page 122 of Deeds, in the Office of the County Recorder of said County, also known as the centerline of the railway company eastward main track;

Thence along said parallel line North 18°21'19" East 329.93 feet to the southwesterly line of Parcel 1 of the easement to San Bernardino County Flood Control District recorded November 13, 1948 in Book 2320, Page 238, Official Records of said County;

Thence along said southwesterly line North 32°15'51" West 0.39 feet;

Thence leaving said southwesterly line, South 67°21'22" West 77.35 feet;

Thence South 41°25'59" West 257.68 feet;

Thence South 00°35'13" East 57.01 feet;

Thence South 18°10'04" West 36.40 feet to the southerly line of said Citrus Street;

Thence along said southerly line, North 89°35'00" East 148.98 feet to the **POINT OF BEGINNING.**

The above described parcel contains 37,243 square feet, more or less.

The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007.00), Zone 5. Divide distances shown in the above description by 0.99994626 to obtain ground distances.

As shown on Exhibit 'B', attached hereto and made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

5/29/12

John Martin Smith, P.L.S. 8070 Date

LICENSED LAND SURVEYOR
JOHN MARTIN SMITH
8070
STATE OF CALIFORNIA

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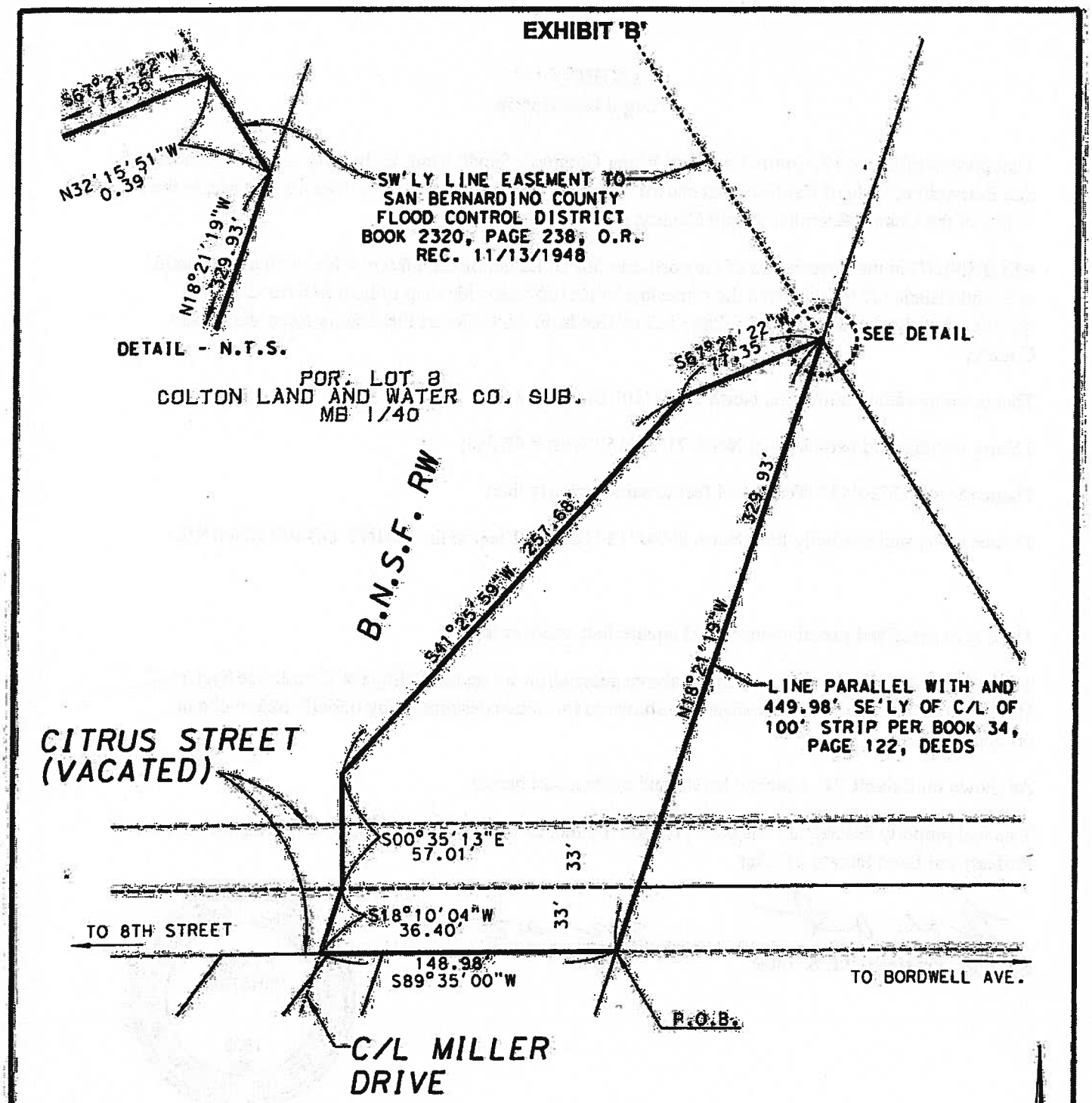
EXHIBIT 'B'



LEGEND

	PROPERTY LINES
	EASEMENT AREA
POB	POINT OF BEGINNING
AREA	37,243±SQUARE FEET

DAVID EVANS AND ASSOCIATES INC.
4200 Concours, Suite 200
Ontario California 91764
Phone: 909.481.5750

EXHIBIT 'B'	COUNTY: SAN BERNARDINO	CITY: COLTON	CHECKED BY: MXSM
	RIGHT-OF-WAY EASEMENT		DRAWN BY: RMVE
JOB NO.: TRAN0000-0004			DATE: 05/29/2012
SHEET: 1 / TOTAL: 1	APN: 0160-161-04		SCALE: NTS

EXHIBIT 'A'
Legal Description

That portion of Block 12, Colton Land and Water Company Subdivision, in the City of Colton, County of San Bernardino, State of California, as shown on the map recorded in Book 1, Page 40 of Maps, in the Office of the County Recorder of said County, described as follows:

BEGINNING at the intersection of the northerly line of Laurel Street, 66 feet wide, with a line parallel with and distant 157.92 feet from the centerline of the100-foot wide strip of land described in deed recorded July 10, 1883 in Book 34, Page 122 of Deeds, in the Office of the County Recorder of said County;

Thence along said parallel line, North 18°21'19" East 56.89 feet;

Thence leaving said parallel line, North 71°39'16" West 8.45 feet;

Thence South 18°20'44" West 59.74 feet to said northerly line;

Thence along said northerly line, North 89°42'12" East 8.91 feet to the **POINT OF BEGINNING.**

The above described parcel contains 493 square feet, more or less.

The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007.00), Zone 5. Divide distances shown in the above description by 0.99994626 to obtain ground distances.

As shown on Exhibit 'B', attached hereto and made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

2-2-2012

Ryan M. Versteeg, P.L.S. 7809 Date

PROFESSIONAL LAND SURVEYOR
RYAN M. VERSTEEG
7809
STATE OF CALIFORNIA

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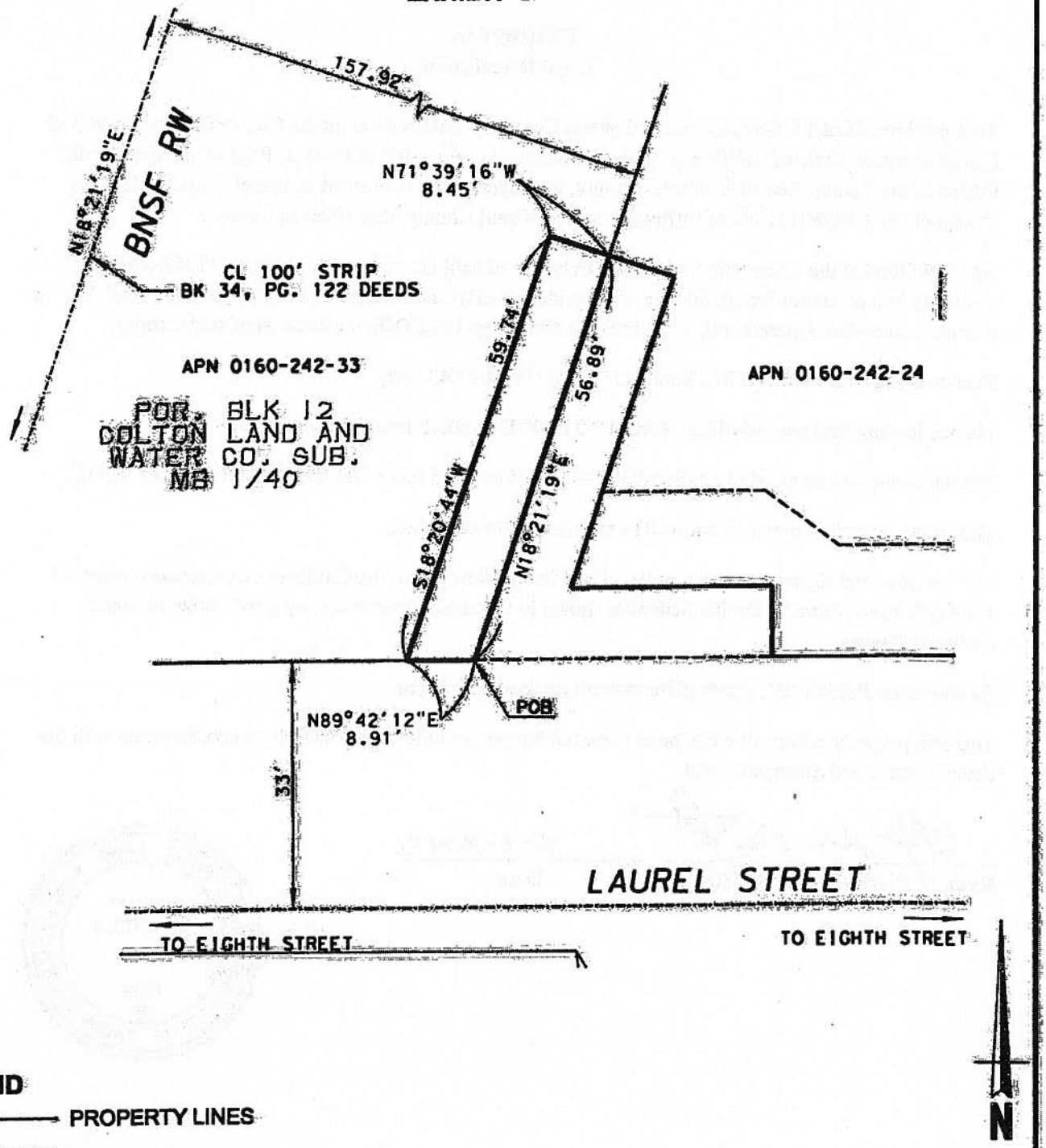
EXHIBIT 'B'



LEGEND

PROPERTY LINES

EASEMENT AREA

AREA: 493± SQUARE FEET

POB POINT OF BEGINNING

DAVID EVANS AND ASSOCIATES INC. 4200 Concours, Suite 200 Ontario California 91764 Phone: 909.481.5750	EXHIBIT 'B'	COUNTY: SAN BERNARDINO	CITY: COLTON	CHECKED BY: RMVE
		ROAD EASEMENT		DRAWN BY: RMVE
	JOB NO.: TRAN0000-0004			DATE: 01/03/12
	SHEET: 1 / TOTAL: 1	APN: 0160-242-33		SCALE: 1"=20'

EXHIBIT 'A'
Legal Description

That portion of Lot 17, Colton Land and Water Company Subdivision, in the City of Colton, County of San Bernardino, State of California, as shown on the map recorded in Book 1, Page 40 of Maps, in the Office of the County Recorder of said County, conveyed in the document recorded April 16, 1996 as Document No. 19960131382 of Official Records of said County, described as follows:

BEGINNING at the intersection of the westerly line of said Document No. 1996-0131382 with the southerly line of Laurel Street, 80 feet wide, said southerly line being the southerly line of Parcel 3 of the easement recorded September 6, 1929 in Book 540, Page 12 of Official Records of said County;

Thence along said westerly line, South 11°15'09" West 58.43 feet;

Thence leaving said westerly line, North 18°21'19" East 60.42 feet to said southerly line;

Thence along said southerly line, South 89°42'12" West 7.63 feet to the **POINT OF BEGINNING.**

The above described parcel contains 218 square feet, more or less.

The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007.00), Zone 5. Divide distances shown in the above description by 0.99994626 to obtain ground distances.

As shown on Exhibit 'B', attached hereto and made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

2-2-2012

Ryan M. Versteeg, P.L.S. 7809 Date

PROFESSIONAL LAND SURVEYOR
RYAN M. VERSTEEG
7809
STATE OF CALIFORNIA

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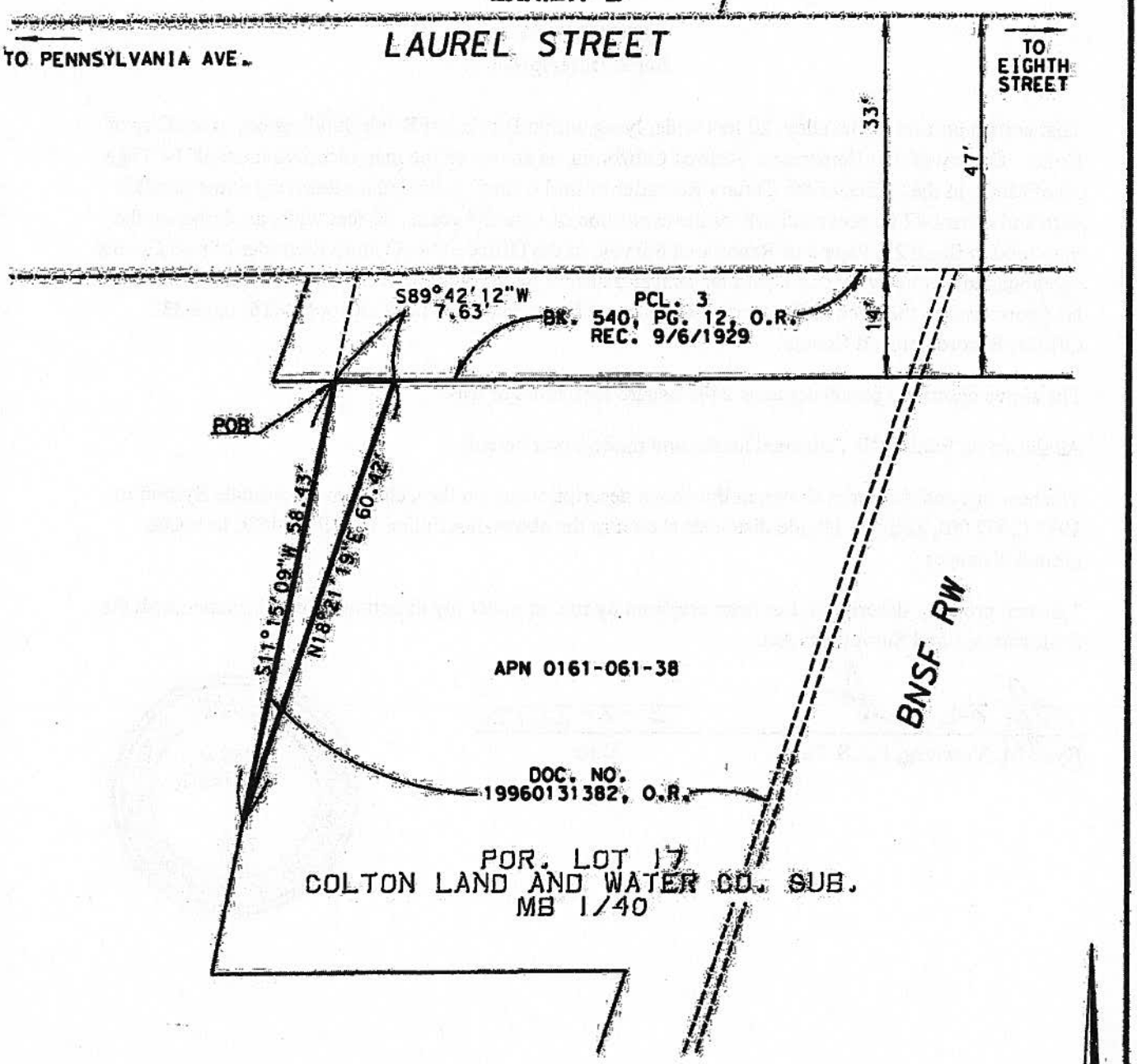
EXHIBIT 'B'



LEGEND

———	PROPERTY LINES
▭	EASEMENT AREA
AREA:	218± SQUARE FEET
POB	POINT OF BEGINNING

DAVID EVANS AND ASSOCIATES INC.
4200 Concours, Suite 200
Ontario California 91764
Phone: 909.481.5750

EXHIBIT 'B'	COUNTY: SAN BERNARDINO	CITY: COLTON	CHECKED BY: RMVE
	ROAD EASEMENT		DRAWN BY: RMVE
JOB NO.: TRAN0000-0004			DATE: 01/03/12
SHEET: 1 / TOTAL: 1	APN: 0161-061-38		SCALE: 1"=20'

EXHIBIT 'A'
Legal Description

That certain portion of the alley, 20 feet wide, lying within Block 2 of Brink Subdivision, in the City of Colton, County of San Bernardino, State of California, as shown on the map recorded in Book 14, Page 38 of Maps, in the Office of the County Recorder of said County, bounded northerly by a line parallel with and distant 47.00 feet southerly of the centerline of Laurel Avenue, 80 feet wide, as shown on the map filed in Book 25, Page 3 of Records of Survey, in the Office of the County Recorder of said County, and bounded southerly by a line parallel with and distant westerly 20.00 feet from the westerly line of the land conveyed in the deed to Woodrow Miller, recorded January 17, 1958 in Book 4416, Page 332, Official Records of said County.

The above described parcel contains 2445 square feet, more or less.

As shown on Exhibit 'B', attached hereto and made a part hereof.

The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007.00), Zone 5. Divide distances shown in the above description by 0.99994626 to obtain ground distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

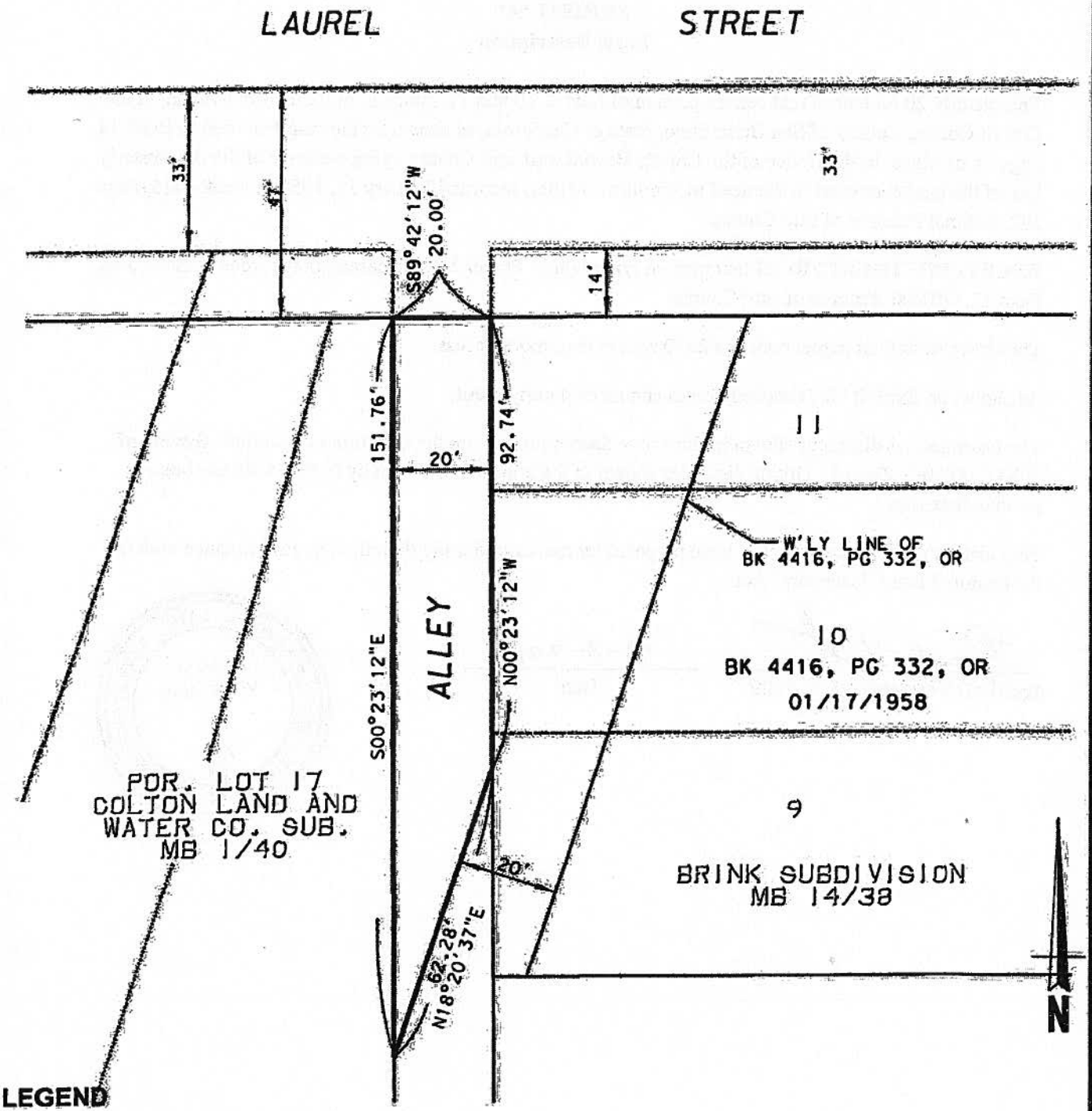
2-2-2012

Ryan M. Versteeg, P.L.S. 7809 Date

PROFESSIONAL LAND SURVEYOR
RYAN M. VERSTEEG
7809
STATE OF CALIFORNIA

P:\T\TRAN00000004\0600INFO\SV\Office\Legals\Alley Vacation.docx

EXHIBIT 'B'



LEGEND

PROPERTY LINES

VACATION AREA

AREA 2,445±SQUARE FEET

DAVID EVANS AND ASSOCIATES INC. 4200 Concours, Suite 200 Ontario California 91764 Phone: 909.481.5750	EXHIBIT 'B'	COUNTY: SAN BERNARDINO	CITY: COLTON	CHECKED BY: RMVE
		ALLEY VACATION		DRAWN BY: KXG
	JOB NO.: TRAN0000-0004			DATE: 01/05/12
	SHEET: 1 / TOTAL: 1	APN:		SCALE: 1"=30'

EXHIBIT 'A'
Legal Description

The easterly 20.00 feet of that certain portion of Lots 9, 10 and 11, Block 2, of Brink Subdivision, in the City of Colton, County of San Bernardino, State of California, as shown on the map recorded in Book 14, Page 38 of Maps, in the Office of the County Recorder of said County, lying westerly of the the westerly line of the land conveyed in the deed to Woodrow Miller, recorded January 17, 1958 in Book 4416, Page 332, Official Records of said County.

EXCEPTING THEREFROM that portion lying within Parcel 2 of the easement recorded in Book 540, Page 12, Official Records of said County.

The above described parcel contains 2550 square feet, more or less.

As shown on Exhibit 'B', attached hereto and made a part hereof.

The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007.00), Zone 5. Divide distances shown in the above description by 0.99994626 to obtain ground distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

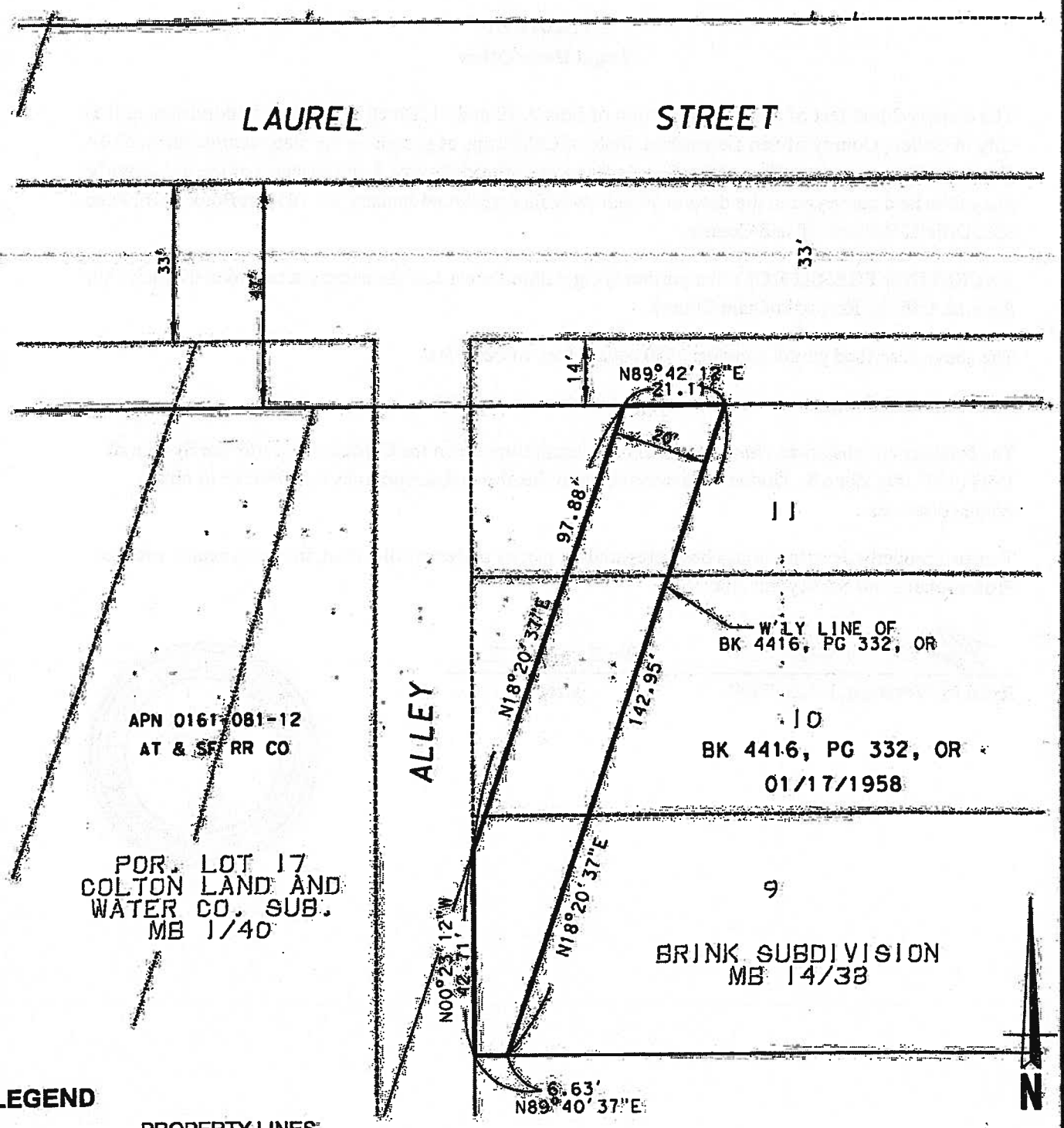
2-2-2012

Ryan M. Versteeg, P.L.S. 7809 Date

PROFESSIONAL LAND SURVEYOR
RYAN M. VERSTEEG
7809
STATE OF CALIFORNIA

P:\T\TRAN00000004\0600INFO\SV\Office\Legals\0161-081-01 Access.docx

EXHIBIT 'B'



LEGEND

PROPERTY LINES

EASEMENT AREA

AREA 2,550±SQUARE FEET

DAVID EVANS AND ASSOCIATES INC. 4200 Concours, Suite 200 Ontario California 91764 Phone: 909.481.5750	EXHIBIT 'B'	COUNTY: SAN BERNARDINO	CITY: COLTON	CHECKED BY: RMVE
		ACCESS EASEMENT		DRAWN BY: KXG
	JOB NO.: TRAN0000-0004			DATE: 01/05/12
	SHEET: 1 / TOTAL: 1	APN: 0161-081-01		SCALE: 1"=30'

EXHIBIT 'A'
Legal Description

The easterly 20.00 feet of that certain portion of Lots 9, 10 and 11, Block 2, of Brink Subdivision, in the City of Colton, County of San Bernardino, State of California, as shown on the map recorded in Book 14, Page 38 of Maps, in the Office of the County Recorder of said County, lying westerly of the the westerly line of the land conveyed in the deed to Woodrow Miller, recorded January 17, 1958 in Book 4416, Page 332, Official Records of said County.

EXCEPTING THEREFROM that portion lying within Parcel 2 of the easement recorded in Book 540, Page 12, Official Records of said County.

The above described parcel contains 2550 square feet, more or less.

As shown on Exhibit 'B', attached hereto and made a part hereof.

The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007.00), Zone 5. Divide distances shown in the above description by 0.99994626 to obtain ground distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

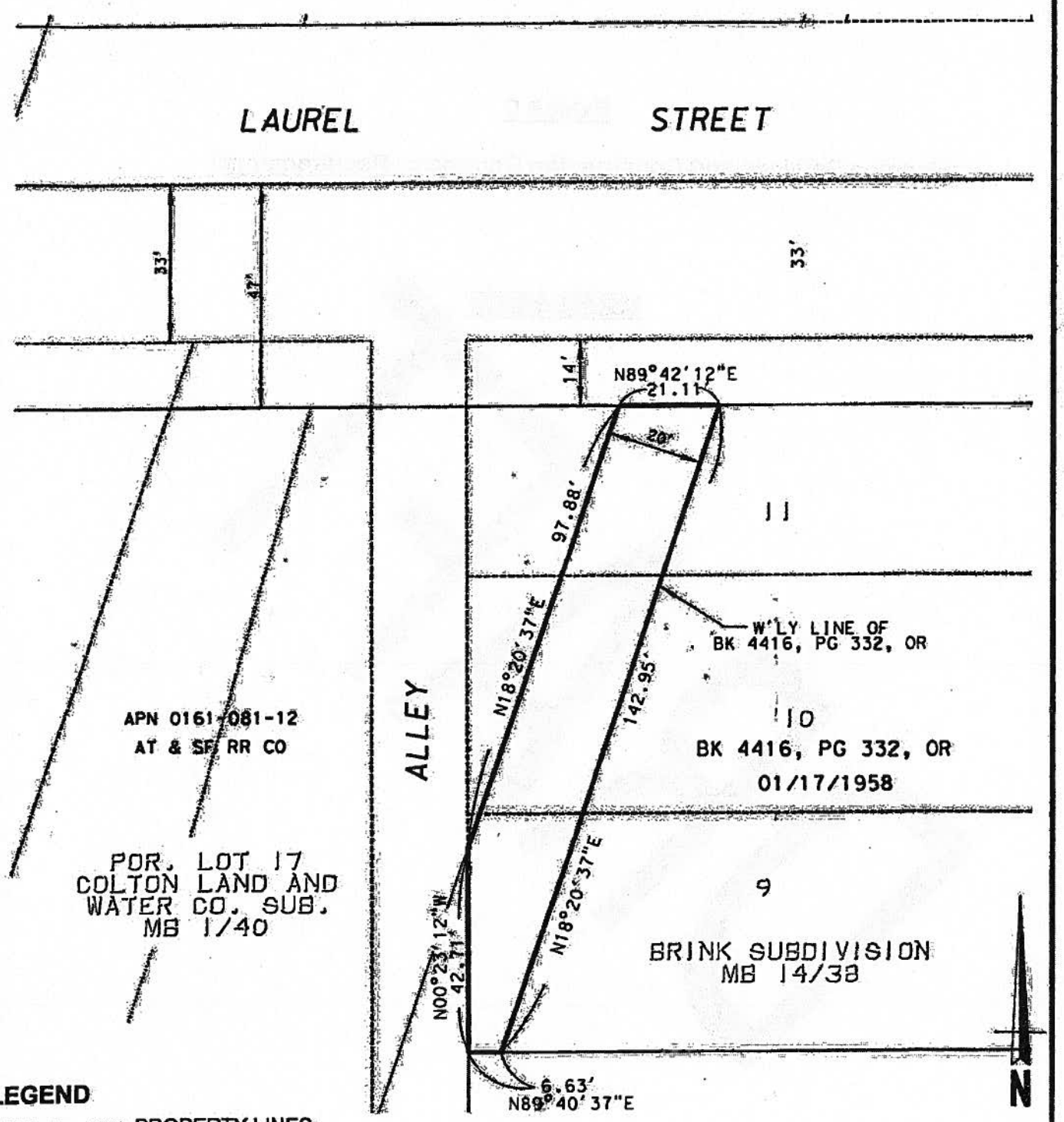
2-2-2012

Ryan M. Versteeg, P.L.S. 7809 Date

PROFESSIONAL LAND SURVEYOR
RYAN M. VERSTEEG
7809
STATE OF CALIFORNIA

P:\T\TRAN00000004\0600INFO\SV\Office\Legals\0161-081-01 PUE.docx

EXHIBIT 'B'



LEGEND

PROPERTY LINES

EASEMENT AREA

AREA 2,550±SQUARE FEET

DAVID EVANS AND ASSOCIATES INC. 4200 Concours, Suite 200 Ontario California 91764 Phone: 909.481.5750	EXHIBIT 'B'	COUNTY: SAN BERNARDINO	CITY: COLTON	CHECKED BY: RMVE
		PUBLIC UTILITIES EASEMENT		DRAWN BY: KXG
	JOB NO.: TRAN0000-0004			DATE: 01/05/12
	SHEET: 1 / TOTAL: 1	APN: 0161-081-01		SCALE: 1"=30'

Exhibit C

"Flagging Services and Construction Contractor Requirements"

To Be Provided

DRAFT

Exhibit C-1

"Contractor Letter Agreement"

To Be Provided

DRAFT

EXHIBIT D

"BNSF Railroad Work Cost Estimate"

DRAFT

BNSF Railroad Work Cost Estimate

Flagging	$ 862,968
Inspection	$ 388,850
Signal	$ 4,371,737
Track	$ 5,416,725
TOTAL ESTIMATED COST RAILROAD WORK	**$ 11,040,280**

DRAFT

Exhibit E

"Plans and Specifications Approval Letter"

DRAFT

[BNSF Public Projects Manager's letterhead]

Date: _____

Mr. Garry Cohoe
Director of Project Delivery
San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410

Re: Final Approval of Plans and Specifications dated _____, 20__, drafted by _____ **TranSystems, Inc. (hereinafter called, the "Plans and Specifications")**

Dear _____:

This letter serves as BNSF RAILWAY COMPANY's ("BNSF") final written approval of the Plans and Specifications covering the construction of the Laurel Street Grade Separation Project in Colton, CA on BNSF's San Bernardino Subdivision, US DOT# XXXXX]. This final written approval is given to the San Bernardino Associated Governments] ("Commission") pursuant to Article III, Section 1 of that certain Underpass Agreement between BNSF and Commission, dated _____, 2013.

If the Plans and Specifications are revised by Commission subsequent to the date set forth above, this letter shall no longer serve as final written approval of the Plans and Specifications and Commission shall resubmit said Plans and Specifications to BNSF for final written approval.

It is understood that the approvals contained in this letter do not cover, the approvals of plans and specifications for any falsework, shoring, and demolition that may be subsequently submitted to BNSF by CITY or its contractor for approval.

BNSF has not reviewed the design details or calculations for structural integrity or engineering accuracy. BNSF accepts no responsibility for errors or omissions in the design of the project.

Regards,

Melvin Thomas
Manager Public Projects
BNSF Railway Co

DRAFT

Exhibit F

Bridge Requirements

BRIDGE DESIGN, PLANS & SPECIFICATIONS:

Bridge design calculations shall be submitted to BNSF for review and approval. Design calculations shall be summarized on a cover sheet to Commission including the design dead load, design live load and amount of impact and any secondary loads considered. Bridge design by other than a BNSF pre-approved consultant shall be subject to a third party design check at the Commission's expense.

For railroad bridges and culverts over waterways, BNSF shall be provided with the Hydrology and Hydraulic design criteria, calculations and site specific data, including electronic data utilized in computer simulation modeling. Design considerations should include future land use changes that would increase the volume, velocity or sediment transport characteristics of the streambed flows. Design shall include sediment transport calculations and erosion control mitigation measures if necessary.

Bridge plans shall be submitted to BNSF for review and approval at the 30%, 60% and 90% stage of design. The final set of plans shall be approved by BNSF prior to letting of bids for the Project.

Prior to issuing any invitation to bid on construction of the Structure, Commission should conduct a pre-bid meeting where prospective contractors have the opportunity to communicate with BNSF personnel as to the site specific train speeds, train density, and general safety requirements for men and equipment working near live tracks. Any invitation to bid and specifications for the Structure and the Project shall be submitted to BNSF for review and approval prior to letting of bids for the Project.

BRIDGE CONSTRUCTION:

After awarding the bid, but prior to the contractor entering BNSF right of way, Commission should conduct a pre-construction meeting with BNSF personnel in attendance to reiterate the safety requirements of construction activity adjacent to live tracks.

During construction, BNSF shall require an experienced Quality Control Inspector to be present during certain critical times of the Project, including but not limited to: driving foundation piles, erecting falsework, construction of shoring and retaining walls, placing concrete, placing soil backfill and compaction processes. Certain components, normally produced off site, shall require a QC inspector to be present, including the production of precast concrete components and steel fabrication. The QC inspector shall provide reports to BNSF including pile driving records, concrete compressive test records, and other such reports requested by BNSF. QC Inspection services can be provided by the Commission subject to acceptance by BNSF. If the

QC services provided are not acceptable, BNSF shall provide an independent QC Inspection service to supplement the deficiencies. The Commission shall reimburse BNSF for all costs of supplemental QC Inspection services.

Within 90 days of the conclusion of the Project and final acceptance by BNSF, Commission shall provide BNSF with a complete electronic set of the bridge plans labeled "As Built". Those plans shall reflect any and all deviations from the original plans that occurred during construction. The "As Built" plans shall be submitted in Micro Station *.dgn electronic format (preferred) or AutoCAD *.dwg format. Electronic plans are to be submitted in the original format used for CAD plan preparation and not converted to another format prior to submission. The plans shall show dimensioned locations of existing and relocated utilities.

BRIDGE MAINTENANCE:

BNSF shall be responsible for maintenance of the track and ballast over the bridge and the earth embankment approaches. City shall be responsible for maintenance of the structural components of the bridge, including deck waterproofing and paint.

For bridges over roadways, City shall maintain the roadways under the bridge including signs, pedestrian walkways, fences, drains, landscaping, earth retention components, embankment slopes, erosion control, surface drainage, paint, walkways, handrails, lighting and other improvements associated with the Project. City shall be responsible to post highway vertical clearance signs and maintain such signs to reflect potential future pavement profile elevation changes. Clearance signs, traffic control signals or other signs should not be attached to a load-carrying member of the railroad bridge.

For railroad bridges over waterways, City shall be responsible for all aspects of channel maintenance across BNSF's right-of-way, including toe of slope erosion control where the railroad embankment meets the streambed. City shall be responsible for debris removal that may accumulate at bridge piers as well as silt removal, local and general scour and remediation and streambed lateral migration and streambed degradation remediation.

Fencing and other trespass controls within BNSF's right-of-way and incorporated into the Project shall be maintained by City. Graffiti removal shall be the responsibility of City.

BRIDGE INSPECTION:

BNSF shall conduct annual routine structural inspections of railroad bridges over public roadways and waterways at no cost to City. City shall provide traffic control under those bridges spanning roadways to enable BNSF personnel or representatives to safely conduct the annual inspections. For routine annual inspections, BNSF shall give City seven (7) days advance notice of traffic control requirements. In the event of an earthquake, fire, flood, damage from vehicular impacts or other emergent situations, City shall provide traffic control in roadways to allow immediate inspection by BNSF personnel or representatives. Traffic control shall include lane

closures or other such measures to allow BNSF personnel, providers and equipment to be safely positioned under the superstructure.

Upon the conclusion of the BNSF inspection, City shall be notified of items in need of repair. If City does not complete the repairs requested by BNSF within a reasonable time period, BNSF personnel and/or providers may perform the repairs and invoice City for the entire cost of such repairs. Regardless of the nature or cause of such maintenance and repairs, traffic control shall be provided by City at no cost to BNSF to allow safe access to the bridge.

Exhibit G

**"Laurel Street Grade Separation Project
Estimated Total Project Cost"**

Laurel Street Grade Separation
BNSF Contribution

Phase	Type	Note	Note	Estimated Cost
PA/ED & PS&E				$4,656,617.00
	Support	TranSystems Contract	Contract Value	$4,656,617.00
ROW				$11,052,338
	Support	OPC Task Order	TO Value	$408,864
	Capital	ROW Acquisition	BOD Acquisition	$4,070,200
	Capital	ROW Acquisition	SCRRA Co-op	$255,000
	Capital	BNSF C&M	Easements	$742,604
	Capital	BNSF C&M	Goodwill	$5,013,000
	Capital	Utilities	Estimated Cost	$552,670
CON				$44,144,810
	Support	Athalaye Contract	Contract Value	$5,494,000
	Capital	Construction	Engineers Estimate	$26,295,743
	Capital	Construction	Contingency	$1,314,787
	Capital	BNSF C&M	Estimated Cost	$11,040,280
Project Management				$150,000
	Support	Parsons	Estimated Cost	$100,000
	Support	SANBAG Staff	Estimated Cost	$50,000
			TOTAL COSTS	$60,003,765

Estimated BNSF Contribution: $6,000,377

Governments
SANBAG
Working Together

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 21

Date: May 1, 2013

Subject: Construction and Maintenance (C&M) Agreement for the Interstate 215 (I-215) Bi-County High Occupancy Vehicle (HOV) Gap Closure Project

Recommendation:* 1. Repeal the January 9, 2013 Board of Directors approval of Construction and Maintenance Agreement No. C13082 with Union Pacific Railroad Company and the State of California Department of Transportation for the Colton-Loma Linda Yard Overhead Bridge on Interstate 215 Bi-County High Occupancy Vehicle Gap Closure Project.

2. Approve revised Construction and Maintenance Agreement No. C13082 with Union Pacific Railroad Company and State of California Department of Transportation for the Colton-Loma Linda Yard Overhead Bridge on Interstate 215 Bi-County High Occupancy Vehicle Gap Closure Project, with SANBAG responsible for contributing $810,673.00 of Measure I Valley Fund – Freeway Projects.

Background: The Interstate 215 (I-215) Bi-County HOV Gap Closure project involves the construction of approximately 7.5 miles of HOV lanes between State Routes 60, 91, and I- 215 Interchange in the City of Riverside, and Orange Show Road in the City of San Bernardino. Under Cooperative Agreement No. C12189 with Caltrans dated April 9, 2012, San Bernardino Associated Governments (SANBAG) is the Project sponsor and funding agency for all capital outlay, support costs, and all

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

BRD1305a-pm
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C13082.pdf

Railroad expenses. State of California Department of Transportation (Caltrans) agreed to be the Implementing Agency constructing the widened and reconstructed structures for the project.

On January 9, 2013, the SANBAG Board of Directors approved a three party Construction and Maintenance Agreement (Agreement No. C13082) with UPRR and Caltrans for the widening of the two existing bridges at the Colton-Loma Linda Yard location. Widening these two bridges will require the removal of an existing advertising billboard that encroaches into UPRR's airspace, resulting in loss of license revenue to UPRR from Clear Channel. The subject Agreement No. C13082 defines the roles and responsibilities and funding commitments of the parties relative to the Project.

Subsequent to Board approval of C13082, UPRR made some changes to the agreement and refused to execute the Board-approved version of C13082. The changes to the agreement consist of correcting an error to bridge reference numbers in the recital portion of the agreement, revised text to make a clarification to Caltrans' requirement to execute an Easement Deed with UPRR for transference of easement rights, and a revision to the estimated cost of work to be performed by the railroad for an additional amount of $48.00 for a revised total contract amount of $810,673.00.

Staff is recommending that the Board rescind the approval of the previous version of the agreement that was presented to the Board on January 9, 2013, and approve the revised agreement with the changes described above. Construction has begun on the I-215 Bi-County HOV Project, and delays to the implementation of this agreement could result in delays and contractor claims.

Financial Impact: This item is consistent with Fiscal Year 2012/2013 budget. Funding is provided under Task Number No. 0839. The funding source is Measure I Valley Fund – Freeway Projects.

Reviewed By: This item has not had prior Policy Committee or Technical Advisory Committee review. SANBAG General Counsel and Contract Administrator have reviewed this item and the Agreement.

Responsible Staff: Garry Cohoe, Director of Project Delivery

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 13082 Amendment No. _____

By and Between

San Bernardino County Transportation Commission and Union Pacific Railroad and California Department of Transportation

Contract Description I-215 Bi-County HOV: C&M Agmt for the Colton/Loma Linda Overhead

Board of Director's Meeting Date: May 1, 2013

Overview of BOD Action: Rescind Board January 2013 Board approval of Construction and Maintenance Agreement No. C13082 and approve revised C13082 with UPRR and Caltrans for the Colton-Loma Linda Yard Overhead Bridge on Interstate 215 Bi-County High Occupancy Vehicle Gap Closure Project, with SANBAG responsible for contributing $810,673.00

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

CONTRACT OVERVIEW

Original Contract Amount	$	810,673.00	**Original Contingency Amount**	$	0
Revised Contract Amount *Inclusive of prior amendments*	$	0	**Revised Contingency Amount** *Inclusive of prior amendments*	$	0
Current Amendment Amount	$	0	**Contingency Amendment**	$	0
TOTAL CONTRACT VALUE	$	810,673.00	**TOTAL CONTINGENCY VALUE**	$	0
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	810,673.00

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
May 1, 2013	May 2, 2016	

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

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0839.

☐ A Budget Amendment is required.

How are we funding current FY? MSI Valley Fund – Freeway Projects

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

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

MSI Valley Fund – Freeway Projects

☒ Payable ☐ Receivable (Note:rescind CSS for 1/9/13 BOD approval of C13082 and replace with this CSS)

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ %

PAUL MELOCOTON Project Manager (Print Name)	Signature	4/16/13 Date
Larry Cohoe Task Manager (Print Name)	Signature	4.17.13 Date
Andrea Mueck Dir. of Fund Admin. & Programming (Print Name)	Signature	4-17-13 Date
Jeffery H. Ill Contract Administrator (Print Name)	Signature	4/17/13 Date
W. SMARSK Chief Financial Officer (Print Name)	Signature	4/22/13 Date

UPRR Folder No. 2702-64
State Agreement No. 08R176

CONSTRUCTION & MAINTENANCE AGREEMENT

AMONG

UNION PACIFIC RAILROAD COMPANY

AND THE

SAN BERNARDINO ASSOCIATED GOVERNMENTS

AND THE

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

COVERING THE

RECONSTRUCTION, AND WIDENING OF THE EXISTING I-215 OVERPASS GRADE SEPARATED PUBLIC ROAD CROSSING (DOT NOS. 747-166V & 747-165N

AT

RAILROAD MILE POSTS 540.50 & 540.45 – YUMA SUBDIVISION

IN

COLTON,
SAN BERNARDINO COUNTY,
CALIFORNIA

Railroad Original

State Agreement No. 08R176
UPRR Folder No. 2702-64
08-SBD-215PM 3.72
PUC No. 001B-540.50-A
001B-540.54-A
DOT No. 747166V & 747165N
Railroad Mile Post 540.50 & 540.54
Yuma Subdivision
San Bernardino County, California

CONSTRUCTION AND MAINTENANCE AGREEMENT
(COLTON-LOMA LINDA OVERHEAD)

This Agreement (**"Agreement"**) is made as of this _____ day of _____, 201___ (**"Effective Date"**), by and among the **UNION PACIFIC RAILROAD COMPANY**, a corporation of the State of Delaware, herein called **"Railroad"; STATE OF CALIFORNIA**, acting by and through its DEPARTMENT OF TRANSPORTATION, herein called **"State"** and **SAN BERNARDINO ASSOCIATED GOVERNMENTS,** acting in its capacity as the San Bernardino County Transportation Commission, herein called **"SANBAG"**. Railroad, State and SANBAG collectively referred to as the **"Parties."**

RECITALS

A. State, acting by and through its then Department of Public Works, entered into an Agreement on September 18, 1969, with Southern Pacific Company, a former corporation, to construct, reconstruct, maintain and use a highway by means of a pair of overhead structures referred to as the Colton-Loma Linda Yard Overhead upon the property of Railroad in San Bernardino County, California (**"The 1969 Agreement"**). Railroad is the successor to Southern Pacific Company. The Department of Public Works is now the Department of Transportation.

B. Under Project No. 800000506, EA OM940, (the **"Project"**), SANBAG in association with State, intends to widen approximately 7.5 miles of Interstate 215 (I-215) consisting of roadway widening, median barriers, interchange reconstruction, and bridge widening and bridge replacement. As part of these improvements, State, at SANBAG's expense, also desires to perform the work described in Paragraph C below affecting Railroad.

C. Currently, I-215 is a six-lane divided highway running in a north-south direction and is grade-separated from Railroad's tracks with the Colton-Loma Linda Overhead structures at the Highway 10 Interchange at Railroad Milepost 540.50 & 540.54, DOT #747166V & 747165N, on Railroad's Yuma Subdivision in San Bernardino County, California. The existing overhead consists of two separate parallel structures. The southbound structure

(DOT No. 747-165N) will be widened to the east and will carry 6 lanes of traffic including 2 lanes from the connector from the SR 10 eastbound. The northbound structure (DOT No. 747-166V) will be widened to the west to carry 4 lanes of traffic and both structures will include barriers to help prevent items from falling on the track and roadway below. The two structures to be widened and reconstructed are collectively referred to as the "**Structures**". The location of the Structures is shown on **Railroad Location Print** marked **Exhibit A**.

D. No Temporary Construction Easements (TCE's) are required for the Project. Access to the Railroad property will be through Steel Road, through the abutting property and through the Easement CPN 22064.

E. As defined by Cooperative Agreement 08-1530 executed on April 9, 2012, between State and SANBAG, SANBAG is the Project sponsor and the funding agency and will fund all capital outlay, support costs, and all Railroad expenses.

F. State, at SANBAG's expense, agreed to advertise, award, and administer construction of Project and work involving the Structures as an Implementing Agency under Cooperative Agreement 08-1530.

G. The Project will require the construction of a temporary Railroad shoofly (the "**Shoofly**"). The **Shoofly's Alignment and Typical Cross Sections** are marked **Exhibit B**.

H. The Project will require the removal of an advertising signboard (the "**Signboard**") and termination of the sign site occupied by such Signboard. SANBAG confirms that in addition to compensating the Railroad for an additional permanent highway easement, that SANBAG will also compensate the Railroad for loss of sign site rental income due to termination of such sign site, as required by Outdoor Advertising Act Section 5412 of the California Business Code.

I. In order to facilitate the Project, the State also desires to have the Railroad and the State execute an easement on, along and across Parcel 22064-1, as such parcel is shown on **Exhibit A-2** and described in the legal description marked **Exhibit A-1** (the "Easement Parcel").

J. List of exhibits. The following attached exhibits are hereby made a part of this Agreement:

Exhibit A	Railroad Location Print
Exhibit A-1	State's Print showing the Project Parcel
Exhibit A-2	State's Legal Description of Easement Parcel
Exhibit B	General Structure Plans and Shoofly Alignment Plan
Exhibit C	Railroad Estimate and Railroad's Summary Estimate Sheet
Exhibit D	State's Railroad Relations and Insurance Requirements
Exhibit E	Railroad's Minimum Requirements
Exhibit F	Railroad's Demolition guidelines for Overpass Structures
Exhibit G	State's Right of Entry Agreement
Exhibit H	Form of Easement Deed

K. The parties desire to set forth herein their understanding and agreement relating to the widening of the existing structures including the construction, use, maintenance and repair of the Structures.

AGREEMENT

Section 1. CONSIDERATION TO BE PAID BY THE STATE TO THE RAILROAD FOR THE PROJECT PARCELS

For and in consideration of the amount to be paid by the State to the Railroad as set forth in Section 2 below, the Railroad and the State shall execute an Easement Deed in the form marked **Exhibit H**, whereby the Railroad grants to the State the non-exclusive easement rights necessary for the Project on, along and over the Easement Parcel.

Section 2. COMPENSATION TO BE PAID BY STATE TO RAILROAD FOR EASEMENT PARCEL AND LOSS OF INCOME FOR ADVERTIZING SIGNBOARD ON RAILROAD PROPERTY

Within forty five (45) days after the execution of this Agreement, SANBAG shall pay to the Railroad directly a sum of Two Hundred Ninety Six Thousand Dollars ($296,000.00) as the total amount of consideration for the Easement Parcel and also for the landowner compensation covering the removal of the Signboard. The Railroad will pay whatever sign site withdrawal fee expense is due Clear Channel Outdoor, Inc. under the 1997 Master Signboard site license out of the landowner compensation proceeds. The statutory obligation to negotiate, resolve and pay sign owner compensation remains solely with SANBAG and State..

Section 3. WORK TO BE PERFORMED BY RAILROAD

The Railroad, at SANBAG's expense and at no cost to Railroad, shall perform (i) engineering and review work, (ii) inspection, (iii) flagging protection, and (iv) the Shoofly work described in Section 3 below as deemed necessary by Railroad. Railroad's estimated costs for performing such work is Five Hundred Forteen Thousand Six Hundred Seventy Three Dollars ($514,673.00) as set forth in **Railroad's Summary Estimate Sheet**, and Material and Force Account Estimate dated December 12, 2012, both marked **Exhibit C**, (the "**Railroad Estimate**").

Section 4. RAILROAD SHOOFLY

A. The Railroad, at SANBAG's expense and at no cost to Railroad, shall perform all grading and drainage work, and shall supply and install the subballast and ballast, ties, rail and other track material that is required to construct the Shoofly and shall also connect the Shoofly to existing trackage. Upon the State's completion of the Project, the Railroad, at SANBAG's expense and at no cost to Railroad, shall remove the Shoofly with all salvage credits accruing to the Railroad. The Railroad's estimated cost for performing such work is described in the **Railroad Estimate**.

B. The Railroad, at SANBAG's expense and at no cost to Railroad, shall maintain and repair the Shoofly during the course of the Project.

Section 5. BILLING SENT BY RAILROAD TO STATE; STATE'S PAYMENT OF RAILROAD BILLS

A. Railroad, unless noted otherwise in this Agreement, shall send progressive billing to State and final billing to State within one hundred eighty (180) days after receiving written notice from State that all Project work affecting Railroad's property has been completed.

B. State, at SANBAG's expense, agrees to pay Railroad for all actual costs and expenses incurred by Railroad in connection with the Project including, but not limited to, all actual costs of preliminary engineering review, construction, inspection, procurement of materials, equipment rental, manpower and deliveries to the job site, flagging and all direct and indirect overhead labor/construction costs. State recognizes that it can elect under 23 CFR 140.907 to reimburse Railroad for all direct and indirect overhead labor/construction costs (using Railroad's standard additive rates) and agrees to do so.

C. State, at SANBAG's expense, agrees to pay Railroad for billings received from Railroad within forty-five (45) days of State's receipt of billing from Railroad, pursuant to the California Prompt Payment Act, Government Code Sections 927 et seq.

Section 6. RAILROAD NOT TO BEAR ANY PROJECT COSTS

The State confirms that the Railroad shall not be required to bear any Project costs nor be required to contribute any funds for the Project, in accordance with 23 CFR 646.210 (b) (2), and/or any other applicable provisions of law.

Section 7. WORK PERFORMED BY STATE

Except as set forth in Section 4 concerning the Shoofly work, State, as a Project expense and at no cost to Railroad, shall perform all Project work including, without limitation drainage and other applicable work, all of which shall be performed in compliance with the Plans and Minimum Requirements described and defined in Sections 8 and 13, respectively, and in a good and workmanlike manner and prosecuted diligently to conclusion.

Section 8. PLANS

A. State, at SANBAG's expense, shall prepare, or cause to be prepared by others, the detailed plans and specifications for the Project and submit such plans and specifications to Railroad's Assistant Vice President Engineering - Design, or his authorized representative, for review and approval. The plans and specifications shall include the Shoofly plans and Shoofly alignment as shown on the Shoofly alignment print marked Exhibit B and shall also include all appurtenances, associated drainage, shoring, sheeting and excavations for bents and/or abutments next to or adjacent to Railroad's tracks.

B. The final project plans once they are approved in writing by the Railroad without conditions, are hereinafter referred to as the "**Plans**". The Plans are hereby made a part of this Agreement by reference.

C. No changes in the Plans shall be made unless Railroad has consented to such changes in writing.

D. Railroad's review and approval of the Plans will in no way relieve State from its responsibilities, obligations and/or liabilities under this Agreement, and will be given with the understanding that Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of the Plans and that any reliance by State on the Plans is at the risk of State.

Section 9. MAINTENANCE AND REPAIR OF STRUCTURES, AND OF HIGHWAY LOCATED ON THE STRUCTURES

State, and/or its successors and assigns, at their expense, shall maintain, repair and renew, or cause to be maintained, repaired and renewed, the Structures and all other improvements constructed on Railroad's property as part of the Project, including, without limitation, all graffiti removal or over-painting involving the Structures, in a safe, clean, sturdy and sound condition. If any maintenance, repairs or reconstruction of the Structures require a Contractor (as defined in Section 14), to enter upon and use any portion of Railroad property, and/or if such work could jeopardize the safety of Railroad personnel and equipment beneath the Structures, such as, but not limited to, falling concrete or other debris, the State, and or its successors and assigns, shall require each Contractor to execute the Railroad's then current form of Contractor's Right of Entry Agreement and to provide to the Railroad the insurance policies, binders, certificates and endorsements that are required in the Contractor's Right of Entry Agreement prior to commencing any such work. The State, and/or its successors and assigns, shall also pay the Railroad for its use of any Railroad property for which it does not at such time already hold easement or other access rights, and for all flagging costs.

Section 10. NON-RAILROAD IMPROVEMENTS

A. Submittal of plans and specifications for protecting, encasing, reinforcing, relocating, replacing, removing, and abandoning in place all non-railroad facilities (**"NR Facilities"**) affected by the Project including, without limitation, utilities, fiber optics, pipelines, wirelines, communication lines and fences is required under Section 8. The NR Facilities plans and specifications shall comply with Railroad's standard specifications and requirements, including, without limitation, American Railway Engineering and Maintenance-of-Way Association (**"AREMA"**) standards and guidelines. Railroad has no obligation to supply additional land for NR Facilities and does not waive its right to assert preemption defenses, challenge the right-to-take, or pursue compensation in any condemnation action, regardless if the submitted NR Facilities plans and specifications comply with Railroad's standard specifications and requirements. Railroad has no obligation to permit NR Facilities to be abandoned in place or relocated on Railroad's property.

B. Upon Railroad's approval of submitted NR Facilities plans and specifications, Railroad will attempt to incorporate them into new agreements or supplements of existing agreements with NR Facilities owners or operators. Railroad may use its standard terms and conditions, including, without limitation, its standard license fee and administrative charges when requiring supplements or new agreements for NR Facilities. NR Facilities work shall not

commence before a supplemental or new agreement has been fully executed by Railroad and the NR Facilities owner or operator or before Railroad and State mutually agree in writing to (i) deem the approved NR Facilities plans and specifications to be Plans pursuant to Section 8B, (ii) deem the NR Facilities part of the Structures, and (iii) supplement this Agreement with terms and conditions covering the NR Facilities.

Section 11. NO CLAIMS BY STATE

Notwithstanding any other provisions of this Agreement, State shall not make any claim against Railroad for any damages related to any and all work delays which arise in whole or in part from accommodating or performing railroad train operations, including, without limitation, train schedule changes, and/or increased railroad train operations by Railroad.

Section 12. BOOKS AND RECORDS

The books, papers, records and accounts of Railroad, so far as they relate to the items of expense for the materials to be provided by Railroad under this Project, or are associated with the work to be performed by Railroad under this Project, shall be open to inspection and audit at Railroad's offices in Omaha, Nebraska, during normal business hours by the agents and authorized representatives of State, and the Federal Highway Administration for a period of three (3) years following the date of Railroad's final billing, as defined in Section 5A, sent to State.

Section 13. RAILROAD'S SPECIAL PROVISIONS AND RAILROAD'S MINIMUM REQUIREMENTS

In the event any of the work upon property of Railroad, as herein contemplated, will be advertised for bids by State, the awarded contract shall include:

(i) State's "**Railroad Relations and Insurance Requirements**," marked **Exhibit D**,
(ii) Railroad's "**Minimum Requirements**," marked **Exhibit E**, and
(iii) Railroad's "**Demolition Guidelines**," marked **Exhibit F**.

Railroad shall have the right to amend its Insurance Requirements from time to time to conform to its standard provisions.

Section 14. DEFINITION OF CONTRACTOR

For purposes of this Agreement, all references in this Agreement to "Contractor" shall mean the contractor or contractors hired by, or on behalf of, State, and/or its successors and assigns, to perform any Project work on any portion of Railroad's property. The Contractor shall be responsible for the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority and shall ensure their full compliance with all terms and conditions of this Agreement. Nothing in this section is intended to create rights in third parties or third party beneficiaries.

Section 15. FEDERAL AID POLICY GUIDE

The current rules, regulations and provisions of the Federal Aid Policy Guide, as contained in 23 CFR 140, subpart I and 23 CFR 646, subparts A and B are incorporated into this Agreement by reference.

Section 16. RESTRICTIONS ON COMMENCEMENT OF PROJECT WORK

A. Neither State nor any Contractor shall commence any Project work on any Railroad property until:

(i) State has obtained all necessary governmental permits, zoning clearances and approvals including, without limitation, those from the California Public Utilities Commission.

(ii) State has received approval of the Plans from the Railroad, which approval shall not be unreasonably withheld.

(iii) Railroad and State have executed the **Right of Entry Agreement** marked **Exhibit G.**

(iv) Each Contractor hired by State has executed the Contractor's Endorsement that is part of the Right of Entry Agreement.

(v) Railroad has received the insurance policies, binders, certificates and/or endorsements set forth in the Right of Entry Agreement.

B. The insurance coverage set forth in the Right of Entry Agreement shall remain in full force and effect by each Contractor during the performance of said work upon and adjacent to Railroad's property and thereafter until the Contractor removes all tools, equipment and materials from Railroad's property and cleans up the premises to a presentable condition satisfactory to Railroad.

C. State and each Contractor shall give the advance notice described in the Right of Entry Agreement to Railroad's authorized representative before commencing any Project work on Railroad's property, and shall observe Railroad's rules and regulations with respect thereto. All work on Railroad's property shall be done at such times and in such manner so as not to interfere with or endanger the operations of Railroad.

Section 17. EFFECTIVE DATE; TERM; TERMINATION

A. This Agreement is effective as of the date this Agreement is fully signed and executed by Railroad and State authorized signatories.

B. Railroad, if it so elects, may terminate this Agreement effective upon delivery of written notice to State in the event State does not commence construction on the portion of the Project located on Railroad's property within twelve (12) months from the Effective Date.

C. If the Agreement is terminated as provided above, or for any other reason, State shall pay to Railroad all actual costs and expenses incurred by Railroad in connection with the Project up to the date of termination, including, without limitation, all actual costs incurred by Railroad in connection with reviewing any preliminary or final plans and specifications.

Section 18. FUTURE PROJECTS

In future projects after initial completion of construction of the Structure, State and/or SANBAG may, at State's or SANBAG's sole expense, alter or reconstruct the Structures if necessary or desirable (**"Future Projects"**), provided, however, that State and SANBAG shall have no right (i) to expand the dimensions of the Structures or (ii) to erect falsework or other structures, temporary or permanent, or make any other use of the surface of Railroad's right-of-way other than for inspection or maintenance of the Structures as originally constructed, without obtaining Railroad's prior written consent and the execution of a supplement to this Agreement, or the completion of a separate construction and maintenance agreement, providing, without limitation, for the submission and approval of plans and specifications for such Future Project as contemplated by Section 8 of this Agreement and for a then-current standard contractor's right of entry form as contemplated by Sections 9 and 16 of this Agreement. Future Projects may require additional compensation to Railroad.

Section 19. ASSIGNMENT; SUCCESSORS AND ASSIGNS

A. Neither the State nor SANBAG may assign this Agreement, unless compelled by law, without the prior written consent of Railroad, which consent shall not be unreasonably withheld.

B. Subject to the provisions of Section 19A, above, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Railroad, State and SANBAG.

Section 20. AGREEMENT AS A SUPPLEMENT

The 1969 Agreement shall be supplemented by this Agreement. In the event of any conflict between the 1969 Agreement and this Agreement, the terms and provisions of this Agreement shall control.

Section 21. SPECIAL PROVISIONS PERTAINING TO AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

State and SANBAG represent and warrant that it is currently their intention to not use any American Recovery and Reinvestment Act ("ARRA") funding for the Project. However, if for any reason, State and/or SANBAG uses ARRA funding for this Project, State and SANBAG agree that it is their responsibility for performing and completing all ARRA reporting documents for the Project. State and SANBAG confirm and acknowledges that Section 1512 of the ARRA provisions applies only to a "recipient" receiving ARRA funding directly from the federal government and, therefore, (i) the ARRA reporting requirements are the responsibility of State and SANBAG and not of Railroad and (ii) State and SANBAG shall not delegate any ARRA reporting responsibilities to Railroad. State and SANBAG also confirm and acknowledge that (i)

Railroad shall provide to State and SANBAG Railroad's standard and customary billing for expenses incurred by Railroad for the Project including Railroad's standard and customary documentation to support such billing and (ii) such standard and customary billing and documentation from Railroad provides the information needed by State and SANBAG to perform and complete the ARRA reporting documents. Railroad confirms that State and SANBAG and the Federal Highway Administration shall have the right to audit Railroad's billing and documentation for the Project as provided in the Federal Aid Policy Guide.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in quadruplicate as of the Effective Date, by their officers thereunto duly authorized.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By _____
for DONALD E. GREBE, Chief
Office of Project Delivery
Division of Right of Way and Land Surveys

APPROVED AS TO FORM AND PROCEDURE:

By _____
ROGER FORMANEK, Attorney
Department of Transportation

APPROVAL RECOMMENDED

By _____
DENNY FONG, P.E.
Railroad Agreements Engineer

[Signatures continued on next page]

UNION PACIFIC RAILROAD COMPANY

By: _____
DANIEL A. LEIS

Title: GENERAL DIRECTOR REAL ESTATE

SAN BERNARDINO ASSOCIATEDGOVERNMENTS

By: _____

Title: _____

Approved as to form:

Assistant Vice President

SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION

APPROVED

By:_____
Janice Rutherford
Chairperson

Date:_____

APPROVED AS TO FORM AND PROCEDURE

By:_____
Eileen Monaghan Teichert
Commission's General Counsel

CONCURRENCE

By:_____
Jeffrey Hill
Contract Administrator

EXHIBIT A

To Construction & Maintenance Agreement

Cover Sheet for the Railroad's Location Print

RAILROAD LOCATION PRINT
OF EXISTING GRADE SEPARATED PUBLIC ROAD CROSSINGS
RECONSTRUCTION & WIDENING PROJECT

RAILROAD WORK TO BE PERFORMED:

1. Shoofly Track construction & removal; and other track & surface work.
2. Engineering, Inspection & Flagging.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

YUMA SUBDIVISION
RAILROAD MILE POST 540.46 & 540.49
GPS: N 34° 03.6759', W 117° 17.8289'
COLTON, SAN BERNARDINO CO., CA.

To accompany an agreement with the
CALIFORNIA DEPARTMENT OF TRANSPORTATION
and
SAN BERNARDINO ASSOCIATED GOVERNMENTS
covering an existing grade separated public road crossing reconstruction and widening project.

Folder No. 2702-64 Date: December 4, 2012

WARNING

IN ALL OCCASIONS, U.P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.
PHONE: 1-(800) 336-9193

EXHIBIT A-1

To Construction & Maintenance Agreement

Cover Sheet for the State's Legal Description of the Easement Parcel

EXHIBIT "A"

That portion of Lots 8 and 9, Block 64 of Rancho San Bernardino, in the city of Colton, county of San Bernardino, state of California as shown by map recorded in Book 7 of maps at page 2 thereof, in the Office of the County Recorder of said County, described as follows:

BEGINNING at the northeast corner of Parcel 5 of Parcel Map No. 7442 as shown by map on file in Book 122 of Parcel Maps at pages 62 through 65, inclusive thereof, in the Office of said County Recorder; thence along the northerly line of said Parcel 5, being also the southerly right-of-way of the Southern Pacific Transportation Company railroad, North 80°28'41" West, 31.65 feet to the easterly line of that certain "Parcel C" as described in an easement deed to the State of California recorded February 27, 1975 in Book 8624, page 795 of Official Records of said County; thence along said easterly line and its northerly prolongation, North 9°20'00" East, 157.58 feet to the northerly right-of-way of said railroad; thence along said northerly right-of-way, South 80°28'41" East, 65.77 feet to a point on the northerly prolongation of the westerly line of Parcel "D" of said easement deed, being a non-tangent curve concave westerly and having a radius of 14,984.00 feet, a radial line to said point bears South 80°38'42" East; thence southerly, along said prolongation and said westerly line, 157.58 feet through a central angle of 0°36'09" to the northerly line of Parcel 4 of said Parcel Map and said southerly right-of-way; thence along said lines, North 80°28'41" West, 33.24 feet to the **POINT OF BEGINNING.**

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 5. Divide distances shown by 0.9999594 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: _____
Professional Land Surveyor

Date: September 29, 2011

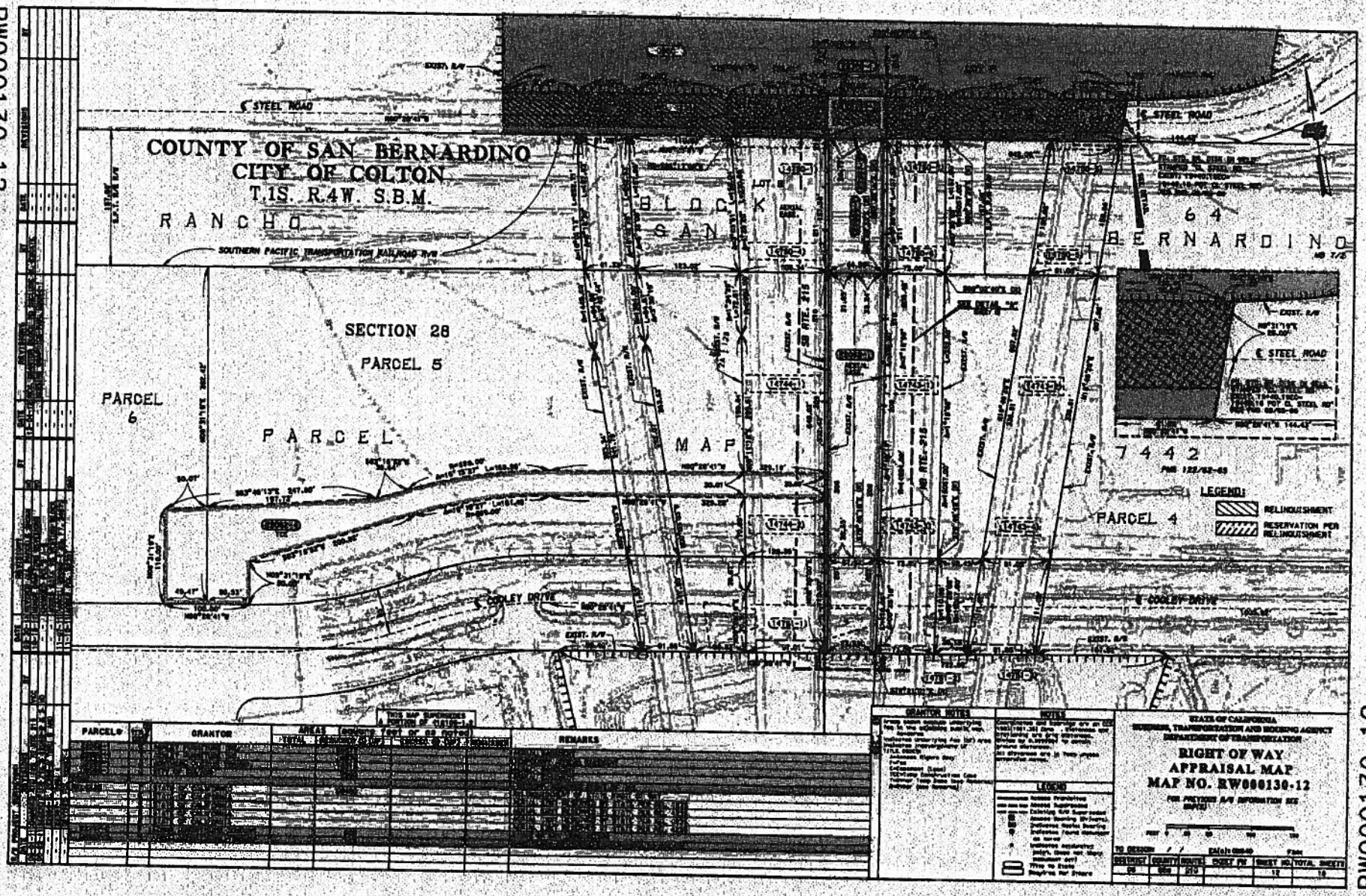
PROFESSIONAL LAND SURVEYOR
STEPHEN M. O'MALLEY
No. 4718
EXP. 9-30-13
STATE OF CALIFORNIA

08-SBd-215-PM 3.9-22064 (22064-1)

EXHIBIT A-2

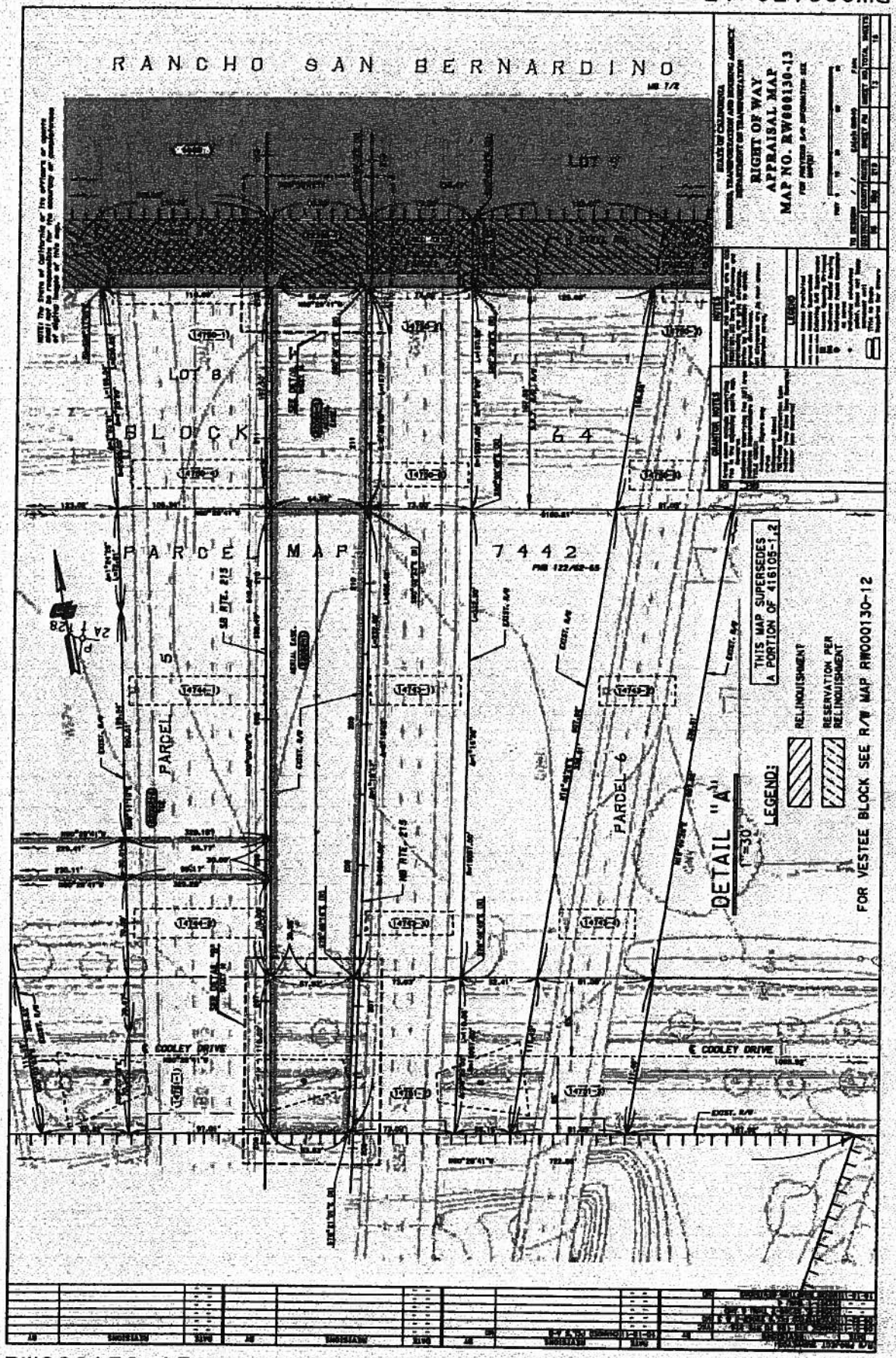
To Construction & Maintenance Agreement

Cover Sheet for the State's Print Showing the Easement Parcel

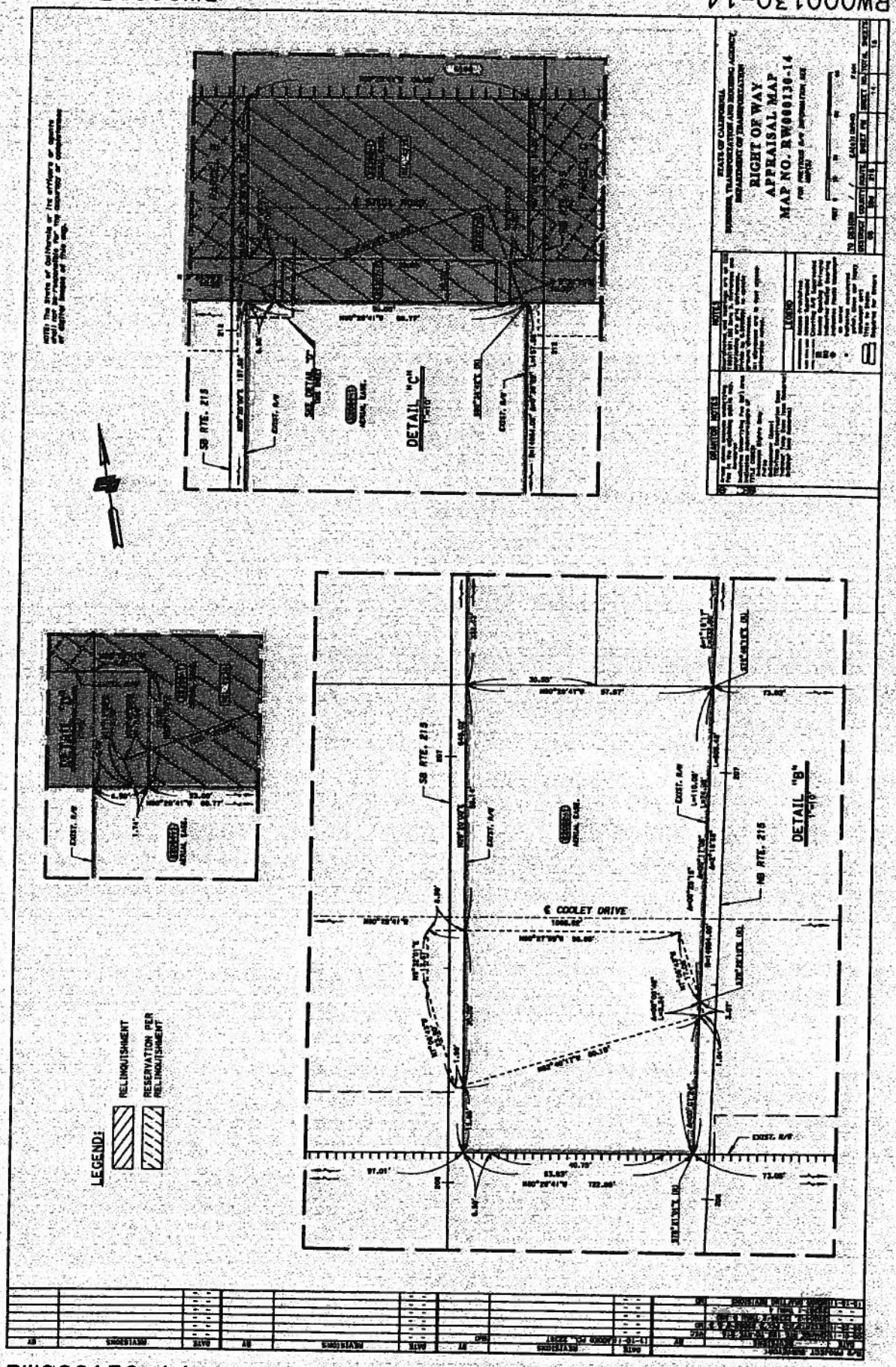


RW000130-12

RW000130-12


RANCHO SAN BERNARDINO
LOT 9
LOT 8
BLOCK 64
PARCEL MAP 7442
PARCEL 5
PARCEL 6
DETAIL "A"
1"=30'
THIS MAP SUPERSEDES A PORTION OF 416105-1,2
LEGEND:
RELINQUISHMENT
RESERVATION PER RELINQUISHMENT
FOR VESTEE BLOCK SEE R/W MAP RW000130-12
℄ COOLEY DRIVE
RIGHT OF WAY APPRAISAL MAP
MAP NO. RW000130-13

RW000130-13



RW000130-14

RW000130-14

EXHIBIT B

To Construction & Maintenance Agreement

Cover Sheet for the
General Structure Plans and Shoofly Alignment

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO	TOTAL SHEETS
08	SBd	215			

REGISTERED CIVIL ENGINEER X DATE

PLANS APPROVAL DATE

The State of California or its officers or agents shall not be responsible for the accuracy or completeness of electronic copies of this plan sheet.

LEGEND

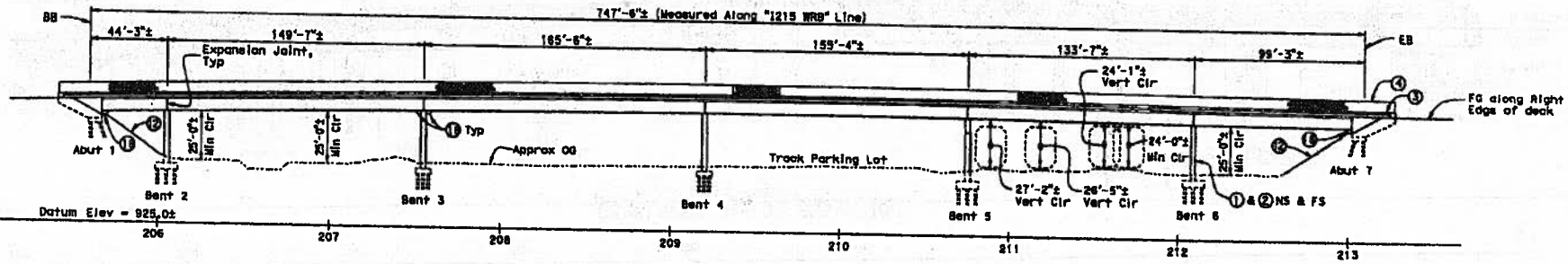
- Point of minimum vertical clearance over Railroad
- Point of minimum vertical clearance over Roadway
- Direction of Traffic
- Indicates Existing Structure
- Indicates Existing Bridge Removal (Portion)
- Indicates Closure Pour
- Indicates new joint seal location

NOTES:

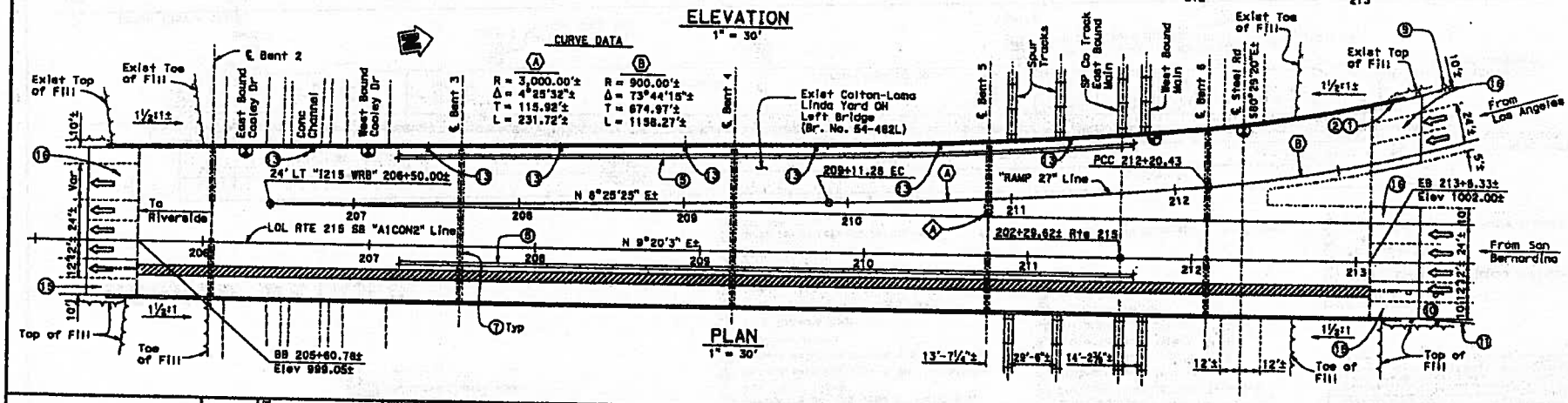
1. Paint "Br No 54-482L"
2. Paint "Colton-Loma Linda Yard Overhead"
3. Conc Barrier, Type 732
4. Chain Link Railing, Type 7
5. Temporary Railing Type K see " Road Plans"
6. Remove Existing Type 9 Barrier Railing
7. Remove Existing Joint Seal and place new joint seal full width

For "Typical Sections", see "General Plan No. 2" sheet.

8. 6'-6" Closure Pour
9. Existing MBGR, see " Road Plans"
10. Remove Existing MBGR, see " Road Plans"
11. MBGR, see " Road Plans"
12. Slope Paving
13. Type D-3 Deck Drain, reconstruct portion of overhang as needed
14. Match Existing Grade and Cross Slope
15. Structure Approach Type N (300)
16. Structure Approach Type R (300)
17. Conc Barrier, Type 732R
18. Bumper Restrainers, see "Bumper Restrainer Details" sheet



ELEVATION
1" = 30'



CURVE DATA

A	B
R = 3,000.00'±	R = 900.00'±
Δ = 4°25'32"±	Δ = 73°44'15"±
T = 115.92'±	T = 674.97'±
L = 231.72'±	L = 1158.27'±

PLAN
1" = 30'

DESIGN	L.Wu	CHECKED	LOAD & RESISTANCE FACTOR DESIGN	LIVE LOADING: HL93 and PERMIT DESIGN VEHICLE	
DETAILS	D.Boston	CHECKED	LAYOUT		
QUANTITIES		CHECKED	SPECIFICATIONS		

DESIGN ENGINEER

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

DIVISION OF ENGINEERING SERVICES
STRUCTURE DESIGN
DESIGN BRANCH 10

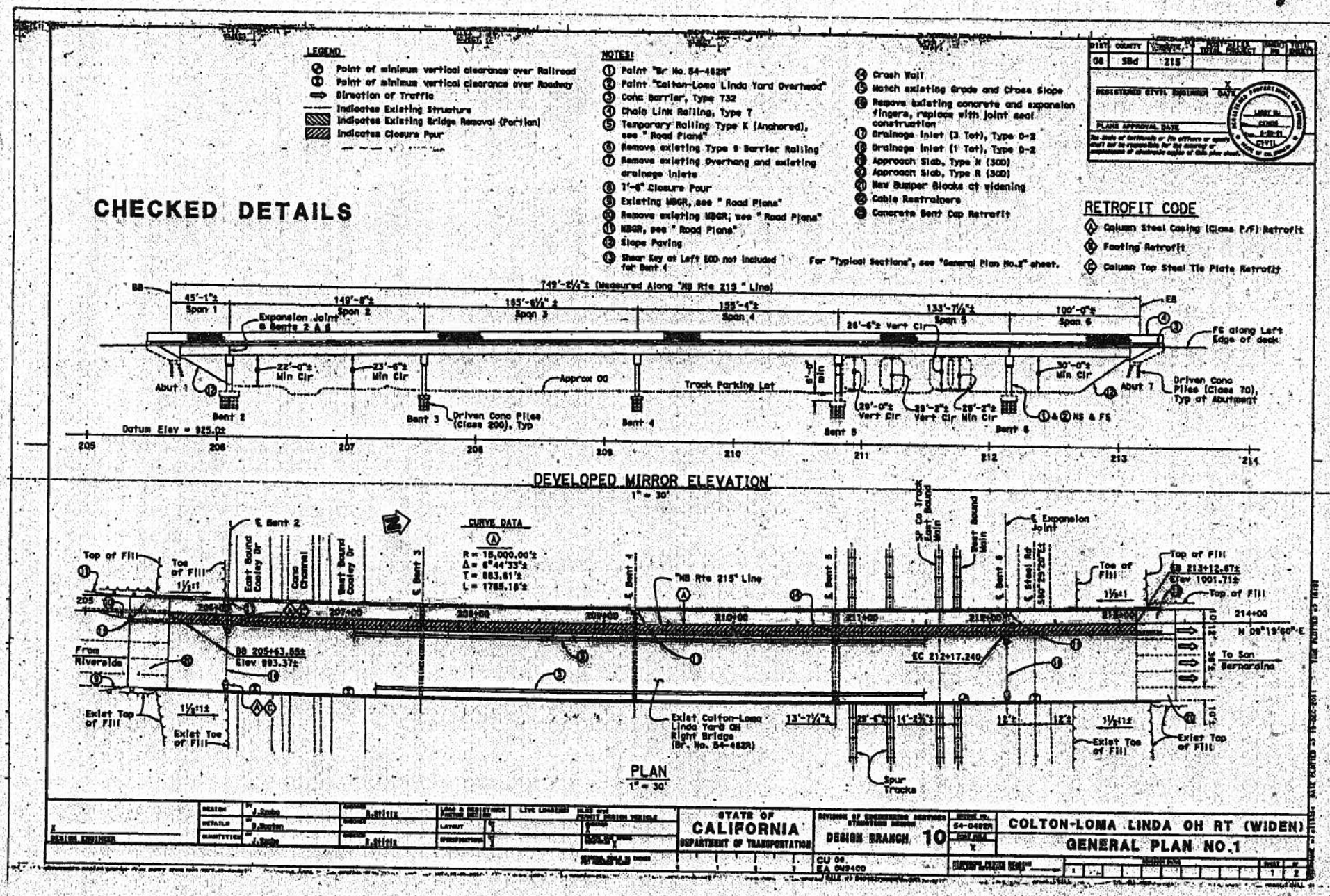
BRIDGE NO. 54-0482L
POST MILE X

COLTON-LOMA LINDA OH LT (WIDEN)
GENERAL PLAN NO.1

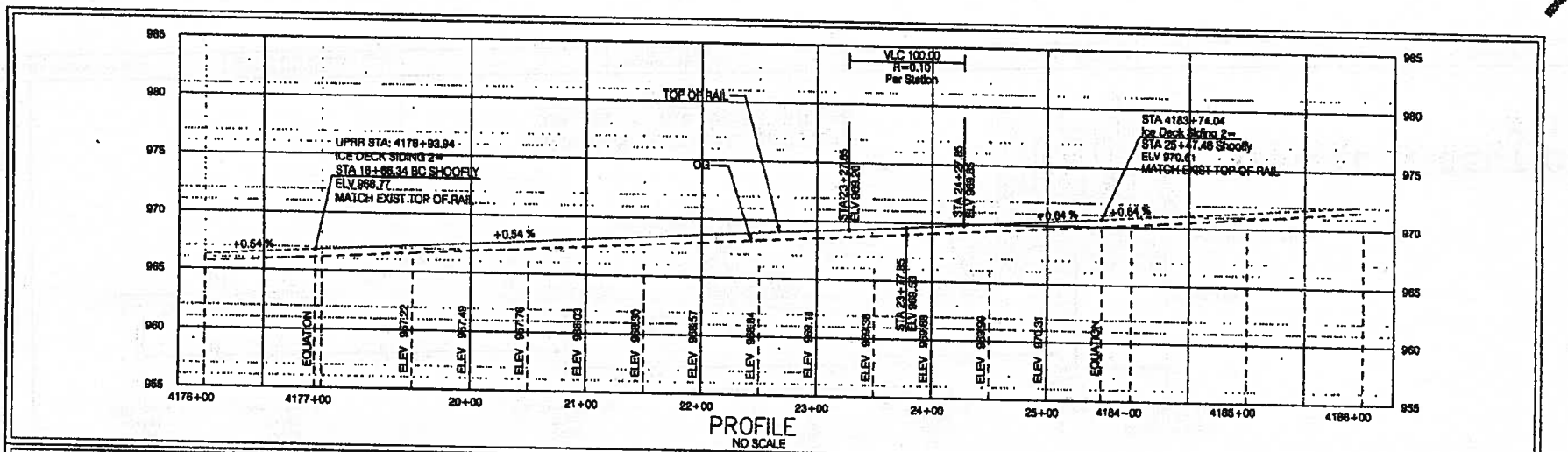
CU 08
EA 0M9400
FILE => 54o482lgpno1.dgn

SHEET 1 OF 33

STRUCTURE DESIGN GENERAL PLAN SHEET TEMPLATE (REV.07-04-06)



CHECKED DETAILS
LEGEND
Point of minimum vertical clearance over Railroad
Point of minimum vertical clearance over Roadway
Direction of Traffic
Indicates Existing Structure
Indicates Existing Bridge Removal (Portion)
Indicates Closure Pour
NOTES:
1 Paint "Br No. 54-482R"
2 Paint "Colton-Loma Linda Yard Overhead"
3 Conc Barrier, Type 732
4 Chain Link Railing, Type 7
5 Temporary Railing Type K (Anchored), see "Road Plans"
6 Remove existing Type 9 Barrier Railing
7 Remove existing Overhang and existing drainage inlets
8 7'-6" Closure Pour
9 Existing MBGR, see "Road Plans"
10 Remove existing MBGR, see "Road Plans"
11 MBGR, see "Road Plans"
12 Slope Paving
13 Shear Key at Left EOD not included for Bent 4
14 Crash Wall
15 Match existing Grade and Cross Slope
16 Remove existing concrete and expansion fingers, replace with joint seal construction
17 Drainage Inlet (3 Tot), Type D-2
18 Drainage Inlet (1 Tot), Type D-2
19 Approach Slab, Type N (300)
20 Approach Slab, Type R (300)
21 New Bumper Blocks at widening
22 Cable Restrainers
23 Concrete Bent Cap Retrofit
For "Typical Sections", see "General Plan No.2" sheet.
RETROFIT CODE
A Column Steel Casing (Class P/F) Retrofit
B Footing Retrofit
C Column Top Steel Tie Plate Retrofit
749'-2¼"± (Measured Along "NB Rte 215" Line)
45'-1"± Span 1
149'-8"± Span 2
165'-6½"± Span 3
155'-4"± Span 4
133'-7½"± Span 5
100'-0"± Span 6
Expansion Joint @ Bents 2 & 6
26'-6"± Vert Clr
FG along Left Edge of deck
22'-0"± Min Clr
23'-6"± Min Clr
Approx OG
Track Parking Lot
30'-0"± Min Clr
Abut 1
Abut 7
Driven Conc Piles (Class 70), Typ at Abutment
Bent 2
Bent 3
Driven Conc Piles (Class 200), Typ
Bent 4
Bent 5
Bent 6
29'-0"± Vert Clr
29'-2"± Vert Clr
26'-2"± Min Clr
1 & 2 NS & FS
Datum Elev = 925.0±
205
206
207
208
209
210
211
212
213
214
DEVELOPED MIRROR ELEVATION
1" = 30'
CURVE DATA
R = 15,000.00'±
Δ = 6°44'33"±
T = 883.61'±
L = 1765.18'±
℄ Bent 2
Top of Fill
Toe of Fill
East Bound Cooley Dr
Conc Channel
West Bound Cooley Dr
℄ Bent 3
℄ Bent 4
"NB Rte 215" Line
℄ Bent 5
SP Co Track East Bound Main
West Bound Main
℄ Bent 6
℄ Expansion Joint
℄ Steel Rd
Toe of Fill
Top of Fill
EB 213+12.67±
Elev 1001.71±
Top of Fill
214+00
N 09°19'60"E
To San Bernardino
From Riverside
BB 205+63.55±
Elev 993.37±
EC 212+17.240
Exist Top of Fill
Exist Toe of Fill
Exist Colton-Loma Linda Yard OH Right Bridge (Br. No. 54-482R)
13'-7¼"±
12'±
Spur Tracks
PLAN
1" = 30'
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
DESIGN BRANCH 10
COLTON-LOMA LINDA OH RT (WIDEN)
GENERAL PLAN NO.1



PROFILE
NO SCALE

UPRR SHOOFLY
RAILROAD CURVE DATA

	1	2	3	4
BC	18+66.34	20+36.58	23+13.92	24+84.17
EC	19+29.62	20+99.87	23+77.21	25+47.46
R	763.94	763.94	763.94	763.94
Dc	7°30'00"	7°30'00"	7°30'00"	7°30'00"
Δ	4°44'48"	4°44'48"	4°44'48"	4°44'48"
L	63.29'	63.29'	63.29'	63.29'

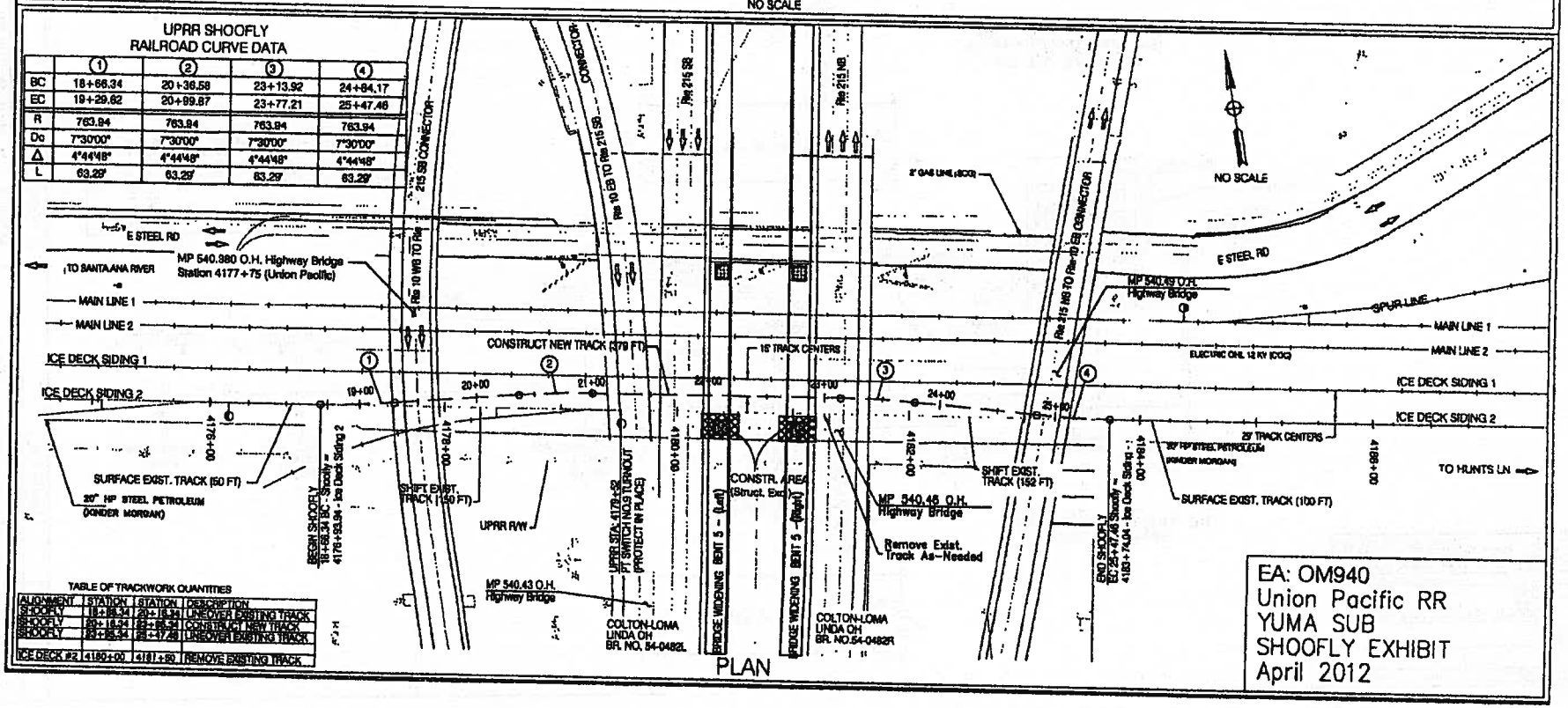
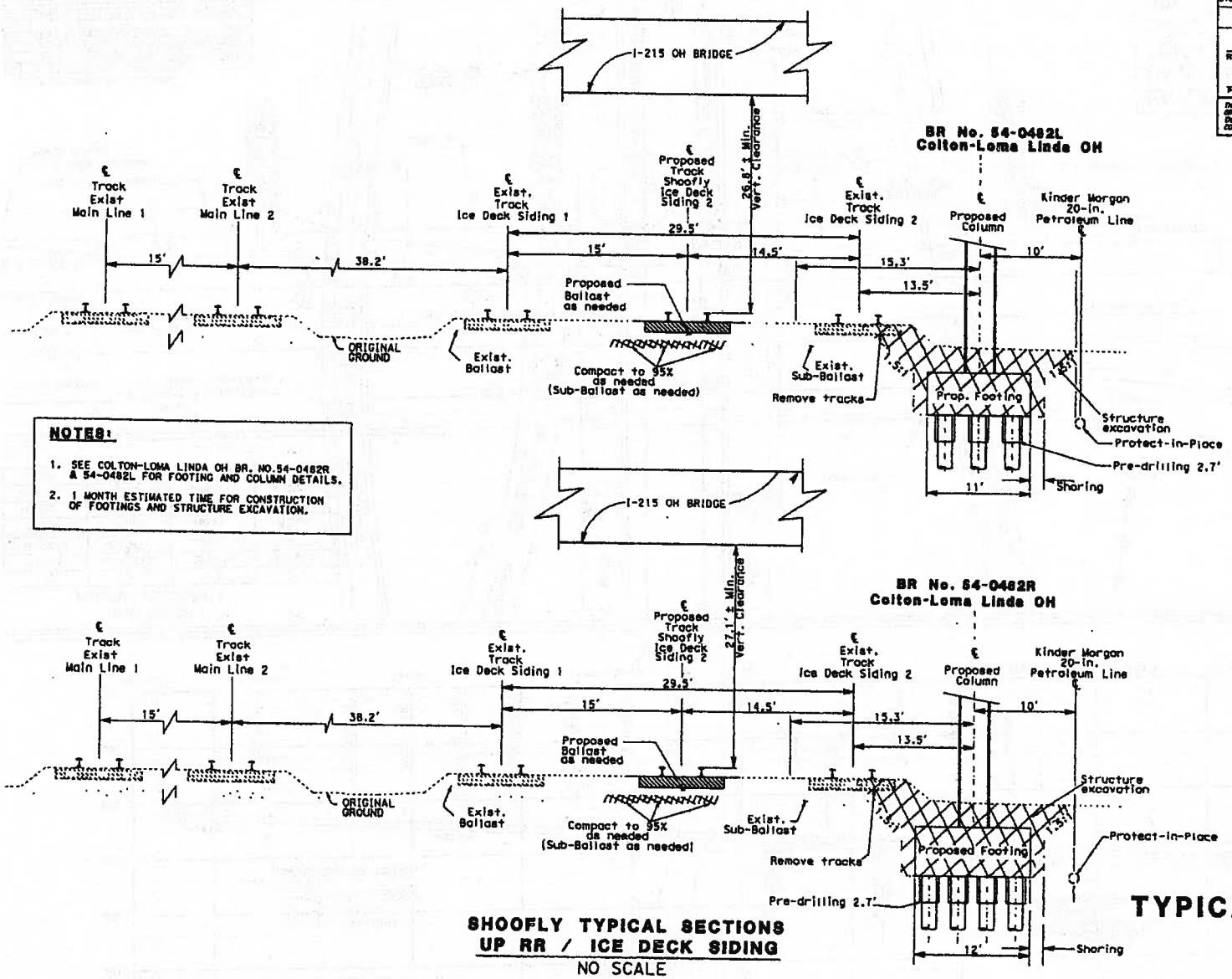


TABLE OF TRACKWORK QUANTITIES

ALIGNMENT	STATION	STATION	DESCRIPTION
SHOOFLY	18+66.34	20+36.34	UNCOVER EXISTING TRACK
SHOOFLY	20+36.34	23+86.34	CONSTRUCT NEW TRACK
SHOOFLY	23+86.34	25+47.46	UNCOVER EXISTING TRACK
ICE DECK #2	4180+00	4181+80	REMOVE EXISTING TRACK

PLAN

EA: OM940
Union Pacific RR
YUMA SUB
SHOOFLY EXHIBIT
April 2012



NOTES:

1. SEE COLTON-LOMA LINDA OH BR. NO.54-0482R & 54-0482L FOR FOOTING AND COLUMN DETAILS.
2. 1 MONTH ESTIMATED TIME FOR CONSTRUCTION OF FOOTINGS AND STRUCTURE EXCAVATION.

SHOOFLY TYPICAL SECTIONS
UP RR / ICE DECK SIDING

NO SCALE

TYPICAL X-SECTION
X-1

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER DATE

PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

REGISTERED PROFESSIONAL ENGINEER CIVIL STATE OF CALIFORNIA

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
DESIGN

FUNCTIONAL SUPERVISOR: BEN AMIRI
CALCULATED-DESIGNED BY: ALEX SANCHEZ
CHECKED BY
REVISED BY
DATE REVISED

LAST REVISION 05-01-12 | DATE PLOTTED => 01-MAY-2012 | TIME PLOTTED => 10:18

BORDER LAST REVISED 7/2/2010 | USERNAME => s117360 | DGN FILE => UP RR Shoofly Typ.dgn | RELATIVE BORDER SCALE IN INCHES 0 1 2 3 | UNIT 2241 | PROJECT NUMBER & PHASE 08000005061

EXHIBIT C

To Construction & Maintenance Agreement

Cover Sheet for the Railroad's Material and Force Account Estimate for Shoofly Work and also the Summary Estimate Sheet

EXHIBIT C

UNION PACIFIC RAILROAD COMPANY
SUMMARY ESTIMATE SHEET

Location: Colton-Loma Linda Overhead, San Bernardino County, California
PUC No. 001B-540.50-A, 001B-540.54-A (DOT # 747-166V & 747-165N)
Railroad Milepost 540.50 & 540.54, Yuma Subdivision

Project: The project consists of the widening of State Route 215 existing Colton-Loma Linda Overhead structures, which consist of two separate parallel structures over the Railroad's property and tracks.

Estimate:

Description	Amount
Flagging ($1,200/day at 100 days)	$120,000.00
Trackwork (Shoofly Trackwork)	$260,706.00
Engineering Review & Inspection	$ 60,000.00
Contingency	*$ 73,967.00*
Estimate Total	**$514,673.00**

Note: This is an estimate only. Railroad shall bill on an actual cost basis.

Material And Force Account Estimate

CalTrans

Estimate Number: 68523 **Version: 1**

Standard Rates: **Labor Additive = 204.59%** **WT Labor Additive = 168.94%**

Estimate Good for 6 Months Until 06/12/13

Location: YUMA SUB, CONN, 542-561

Description of Work: Track construction required for shoofly required for reconstruction & widening of the existing I-215 overpass Yuma Sub MP 540.46

COMMENTS	FACILITY	Description	QTY	UOM	UCST	LABOR	MATERIAL	TOTAL
TRACK ITEMS								
		SURFACE AND LINING	0.3	TM	15,000.00	3,000	1,500	4,500
					Sub-Total =	3,000	1,500	4,500
ENGINEERING								
		ENGINEERING	1	LS	50,000.00	50,000	0	50,000
		CONTRACT ENGINEERING	1	LS	10,000.00	0	10,000	10,000
		FLAGGING	100	MD	1,200.00	120,000	0	120,000
					Sub-Total =	170,000	10,000	180,000
TRACK CONSTRUCTION - COMPANY								
		MOBILIZATION: COMPANY	2	DA	11,450.00	22,900	0	22,900
shoofly	TRACK	136# CWRSS3 20-8' PPHWD UP-14NEW	379	TF	201.28	50,899	25,378	76,277
shiftshift back	TRACK	SHIFT TRACK: M.L. 50% TIES	604	TF	63.59	22,113	16,299	38,411
shoofly to final	TRACK	RELOCATE TRACK: YARD 50% WOOD TIES, 100%	273	TF	34.56	6,709	2,727	9,436
yard ties for track relocate	XTIES	XTIES: NO DRILL 8' HAD 6 SPIKE	137	EA	94.20	6,362	6,544	12,906
					Sub-Total =	108,983	50,947	159,930
TRACK REMOVAL - COMPANY								
273 existing/108 shoofly	TRACK	REMOVE TRACK	379	TF	10.29	3,899	0	3,899
					Sub-Total =	3,899	0	3,899
SITE WORK - CONTRACT								
		AGGREGATE - SUBBALLAST - FURNISH, PLACE	85	CY	60.00	0	5,100	5,100
					Sub-Total =	0	5,100	5,100
EQUIPMENT RENTAL								
		EQUIPMENT RENTAL	1	LS	75,000.00	0	75,000	75,000
					Sub-Total =	0	75,000	75,000
HOMELINE FREIGHT								
		HOMELINE FREIGHT	1418	Per Ton	8.66	0	12,277	12,277
					Sub-Total =	0	12,277	12,277
PROJECT LEVEL COST								
	CONTINGENCIES	CONTINGENCY	15	%	4,497.08	42,882	23,224	66,108
					Sub-Total =	42,882	23,224	66,108
					Totals =	328,764	178,048	506,812

Total Wgt. in Tons = 1,418

Grand Total = $506,812

This is a "Shotgun" estimate, intended to provide a ballpark cost to determine whether a proposed project warrants further study. This estimate is not to be used for budget authority. This estimate is based on a conceptual design, without detailed engineering or site investigation. Quantities and costs are estimated using readily available information and experience with similar projects. Site conditions and changes in project scope and design may result in significant cost variance.

EXHIBIT D

To Construction & Maintenance Agreement

Cover Sheet for the
Railroad Relations and Insurance Requirements

EXHIBIT D

TO CONSTRUCTION AND MAINTENANCE AGREEMENT

(Information Handout Document)

RAILROAD RELATIONS AND INSURANCE REQUIREMENTS

1.01 GENERAL

The term "Railroad" shall mean the Union Pacific Railroad Company.

It is expected that the Railroad will cooperate with the Contractor to the end that the work may be handled in an efficient manner. However, except for the additional compensation provided for hereinafter for delays in completion of specific unit of work to be performed by the Railroad, and except as provided in Public Contracts Code Section 7102, the Contractor shall have no claim for damages, extension of time, or extra compensation in the event his work is held up by railroad train operations or other work performed by the Railroad.

The Contractor must understand the Contractor's right to enter the Railroad's property is subject to the absolute right of the Railroad to cause the Contractor's work on the Railroad's property to cease if, in the opinion of the Railroad, the Contractor's activities create a hazard to the Railroad's property, employees, and operations.

The Contractor acknowledges its receipt from the State of a copy of the Contractor's Right of Entry Agreement that has been executed by the Railroad and the State. The Contractor agrees to execute and deliver to the Railroad the Contractor's Endorsement that is attached hereto as **Appendix 1** and to provide to the State and/or the Railroad all insurance policies, binders, certificates or endorsements that are set forth in **Exhibits B and C** of the Caltrans Right of Entry Agreement.

1.02 RAILROAD REQUIREMENTS

The Contractor shall provide to Kenneth Tom, Railroad's Manager, Industry and Public Projects, 2015 South Willow Avenue, Bloomington, California 92316, and the Engineer, in writing, the advance notice requirements set forth in Section 1 of **Exhibit B** of the Caltrans Right of Entry Agreement before performing any work on, or adjacent to the property or tracks of the Railroad.

The Contractor shall cooperate with the Railroad where work is over or under the tracks, or within the limits of the Railroad property to expedite the work and avoid interference with the operation of railroad equipment.

The Contractor shall comply with the rules and regulations of the Railroad or the instructions of its representatives in relation to protecting the tracks and property of the Railroad and the traffic moving on such tracks, as well as the wires, signals and other property of the Railroad, its tenants or licensees, at and in the vicinity of the work during the period of construction. The responsibility of the Contractor for safe conduct and adequate policing and supervision of its work at the job site shall not be lessened or otherwise affected by the presence at the work site of the Railroad representatives, or by the Contractor's compliance with any requests or recommendations made by the Railroad representatives.

The Contractor shall perform work so as not to endanger or interfere with the safe operation of the tracks and property of the Railroad and traffic moving on such tracks, as well as wires, signals and other property of the Railroad, its tenants or licensees, at or in the vicinity of the work.

The Contractor shall take protective measures to keep the Railroad facilities, including track ballast, free of sand or debris resulting from his operations. Damage to the Railroad facilities resulting from the Contractor's operations will be repaired or replaced by the Railroad and the cost of such repairs or replacement shall be deducted from the Contractor's progress and final pay estimates.

The Contractor shall contact the Railroad's "Call Before You Dig" at least forty-eight (48) hours prior to commencing work, at 1-800-336-9193 during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays – also a 24-hour, 7-day number for emergency calls) to determine location of fiber optics. If a telecommunications system is buried anywhere on or near the Railroad property, the Contractor will coordinate with the

Railroad and the Telecommunication Company(ies) to arrange for relocation or other protection of the system prior to beginning any work on or near Railroad property.

The Contractor shall not pile or store any materials nor park any equipment closer than 25'-0" to the centerline of the nearest track, unless directed by the Railroad's representative.

The Contractor shall also abide by the following temporary clearances during the course of construction:

- 3.66 meter (12'-0") horizontally from centerline of track
- 6.40 meter (21'-0") vertically above top of rail

The temporary vertical construction clearance above provided will not be permitted until authorized by the Public Utilities Commission. It is anticipated that authorization will be received not later than fifteen (15) days after the approval of the contract. In the event authorization is not received by the time specified, and, if in the opinion of the Engineer, the Contractor's operations are delayed or interfered with by reason of authorization not being received by the said time, the Licensee will compensate the Contractor for such delay to the extent provided in Section 8-1.07, " Delays," of the 2010 Standard Specifications and not otherwise.

Walkways with railing shall be constructed by the Contractor over open excavation areas when in close proximity of tracks, and railings shall not be closer than 2.60-meter (8'-6") horizontally from centerline of the nearest track, if tangent, or 2.90-meter (9'-6") if curved.

Infringement on the above temporary construction clearances by the Contractor's operations shall be submitted to the Railroad by the Engineer, and shall not be undertaken until approved by the Railroad, and until the Engineer has obtained any necessary authorization from any governmental body or bodies having jurisdiction thereover. No extension of time or extra compensation will be allowed in the event the Contractor's work is delayed pending Railroad approval and governmental authorization.

When the temporary vertical clearance is less than 6.86-meter (22'-6") above top of rail, the Railroad shall have the option of installing tell-tales or other protective devices the Railroad deems necessary for protection of the Railroad trainmen or rail traffic.

Four (4) sets of plans, in 279mm x 432mm (11" x 17") format, and two (2) sets of calculations showing details of construction affecting the Railroad's tracks and property not included in the contract plans, including but not limited to shoring and falsework, shall be submitted to the Engineer for review prior to submittal to the Railroad for final approval. Falsework shall comply with the Railroad guidelines. Demolition of existing structures shall comply with the Railroad guidelines. Shoring shall be designed in accordance with the Railroad's shoring requirement of Drawing No. 106613 and guidelines for shoring and falsework, latest edition, issued by the Railroad's Office of Chief Engineer. Shoring and falsework plans and calculations shall be prepared and signed by a professional engineer registered in California. This work shall not be undertaken until such time as the Railroad has given such approval, review by the Railroad may take up to six (6) weeks after receipt of necessary information.

The Contractor shall notify the Engineer in writing, at least twenty-five (25) calendar days but not more than forty (40) days in advance of the starting date of installing temporary work with less than permanent clearance at each structure site. The Contractor shall not be permitted to proceed with work across railroad tracks until this requirement has been met. No extension of time or extra compensation will be allowed if the Contractor's work is delayed due to failure to comply with the requirements in this paragraph.

Blasting will be permitted only when approved by the Railroad.

The Contractor shall, upon completion of the work covered by this Contract to be performed by the Contractor upon the premises or over or beneath the tracks of the Railroad, promptly remove from the premises of the Railroad, the Contractor's tools, implements and other materials, whether brought upon said premises and cause said premises to be left in a clean and presentable condition.

Under track pipeline installations shall be constructed in accordance with the Railroad's current standards which may be obtained from the Railroad. The general guidelines are as follows:

Edges of jacking or boring pit excavations shall be a minimum of 6.10-meter (20 feet) from the centerline of the nearest track.

If the pipe to be installed under the track is 100mm (4 inches) in diameter or less, the top of the pipe shall be at least 42 inches below base of rail.

If the pipe diameter is greater than 100-meter (4 inches) in diameter, it shall be encased and the top of the steel pipe casing shall be at least1.60-meter (66 inches) below base of rail.

Installation of pipe or conduit under the Railroad's tracks shall be done by dry bore and jack method.

Hydraulic jacking or boring will not be permitted.

Safety of personnel, property, rail operations and the public is of paramount importance. As reinforcement and in furtherance of overall safety measures to be observed by the Contractor (and not by way of limitation), the following special safety rules shall be followed:

(a) The Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job. The Contractor shall have proper first aid supplies available on the job site so that prompt first aid services can be provided to any person that may be injured on the job site. The Contractor shall promptly notify the Railroad of any U.S. Occupational Safety and Health Administration reportable injuries occurring to any person that may arise during the work performed on the job site. The Contractor shall have a non-delegable duty to control its employees while they are on the job site or any other property of the Railroad to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug, narcotic or other substance that may inhibit the safe performance of work by the employee.

(b) The employees of the Contractor shall be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing or free use of their hands or feet. Only waist length shirts with sleeves and trousers that cover the entire leg are to be worn. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching. The employees should wear sturdy and protective work boots and at least the following protective equipment:

(1) Protective head gear that meets American National Standard-Z89.I-latest revision. It is suggested that all hardhats be affixed with the Contractor's or the subcontractor's company logo or name.

(2) Eye protection that meets American National Standard for occupational and educational eye and face protection, Z87.1-latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, burning, etc.; and

(3) Hearing protection which affords enough attenuation to give protection from noise levels that will be occurring on the job site.

(c) All heavy equipment provided or leased by the Contractor shall be equipped with audible back-up warning devices. If in the opinion of the Railroad Representative any of the Contractor's or the subcontractor's equipment is unsafe for use on the Railroad's right-of-way, the Contractor, at the request of the Railroad representative, shall remove such equipment from the Railroad's right-of-way.

1.03 PROTECTION OF RAILROAD FACILITIES

Upon the advance notification provided to the Railroad as set forth in Section 1 of **Exhibit B** of the Contractor's Right of Entry Agreement, the Railroad representatives, conductors, flagmen or watchmen will be provided by the Railroad to protect its facilities, property and movements of its trains or engines. Notice shall be made to the Railroad's Manager of Track Maintenance at ***[(909) 685-2469]***. At the time of notification, the Contractor shall provide the Railroad with a schedule of dates that flagging services will be needed, as well as times, if outside normal working hours. Subsequent deviation from the schedule shall require ten (10) working days' advance notice from the first affected date. The Railroad will furnish such personnel or other protective devices:

(a) When equipment is standing or being operated within 25 feet, measured horizontally, from centerline of any track on which trains may operate, or when any erection or construction activities are in progress within such limits, regardless of elevation above or below track.

(b) For any excavation below elevation of track subgrade if, in the opinion of the Railroad's representative, track or other Railroad facilities may be subject to settlement or movement.

(c) During any clearing, grubbing, grading or blasting in proximity to the Railroad which, in the opinion of the Railroad's representative, may endanger the Railroad facilities or operations.

(d) During any of the Contractor's operations when, in the opinion of the Railroad's representatives, the Railroad facilities, including, but not limited to, tracks, buildings, signals, wire lines or pipe lines, may be endangered.

The cost of flagging and inspection provided by the Railroad during the period of constructing that portion of the project located on or near the Railroad property, as deemed necessary for the protection of the Railroad's facilities and trains, will be borne by the State. The Railroad has indicated that its estimated flagging rate will be around One Thousand One Hundred Dollars ($1,100.00) per day and that the State has estimated a total of one hundred (100) days of flagging. The State shall pay the Railroad for all actual flagging costs incurred by the Railroad under this Project.

1.04 WORK BY RAILROAD

The following work by the Railroad will be performed by Railroad forces and is not a part of the work under this Contract.

(a) The Railroad will perform preliminary engineering and inspection (if any) and flagging as specified in Section 1.03 "Protection of Railroad Facilities," of these special provisions.

(b) Temporary crossings at grade over tracks of Railroad for the purpose of hauling earth, rock, paving or other materials will not be permitted. If the Contractor, for the purpose of constructing highway-railway grade separation structures, including construction ramps thereto, desires to move equipment or materials across Railroad's tracks, the Contractor shall first obtain permission from Railroad via the State Engineer. Should Railroad approve the temporary crossing, State shall execute a Service Contract with Railroad for Railroad to construct the temporary crossing. Under the Service Contract, the Contractor shall bear the cost of the crossing surface, warning devices and other components that might be required. Notwithstanding State's Service Contract with Railroad, the Contractor is required to execute Railroad's form of Contractor's Haul Road Crossing Agreement. Railroad, at State's expense, shall provide flagmen to control movements of vehicles across the temporary crossing. State and its Contractor shall prevent the use of such temporary crossing by unauthorized persons and vehicles.

1.05 DELAYS DUE TO WORK BY RAILROAD.

If delays due to work by the Railroad occur, and the Contractor sustains loss which, in the opinion of the Engineer, could not have been avoided by the judicious handling of forces, equipment and plant, the amount of said loss shall be determined as provided in Section 8-1.07, " Delays," of the 2010 Standard Specifications.

If a delay due to work by the Railroad occurs, an extension of time determined pursuant to the provisions in Section 8-1.10, "Liquidated Damages," of the 2010 Standard Specifications will be granted.

1.06 LEGAL RELATIONS

The provisions of Section 1, "Relations with Railroad Company," and the provisions of Section 2, "Railroad Protective Insurance," of these special provisions shall inure directly to the benefit of the Railroad.

2.0 RAILROAD PROTECTIVE INSURANCE

In addition to any other form of insurance or bonds required under the terms of the contract and specifications, the Contractor will be required to carry insurance of the kinds and in the amounts hereinafter specified.

Such insurance shall be approved by the Railroad before any work is performed on the Railroad's property and shall be carried until all work required to be performed on or adjacent to the Railroad's property under the terms of the contract is satisfactorily completed as determined by the Engineer, and thereafter until all tools, equipment and materials have been removed from the Railroad's property and such property is left in a clean and presentable condition.

Full compensation for all premiums which the Contractor is required to pay on all the insurance described hereinafter shall be considered as included in the prices paid for the various items of work to be performed under the contract, and no additional allowance will be made thereof or for additional premiums which may be required by extensions of the policies of insurance.

The following insurance coverage will be required:

A. Commercial General Liability insurance. Commercial general liability (CGL) with a limit of not less than $5,000,000 each occurrence and an aggregate limit of not less than $10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. Business Automobile Coverage insurance. Business auto coverage written on ISO form CA 00 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less $5,000,000 for each accident.

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

C. Workers' Compensation and Employers' Liability insurance. Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the State of California.
- Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 disease policy limit $500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy must contain the following endorsement, which must be stated on the certificate of insurance:

- Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

D. Railroad Protective Liability insurance. Contractor must maintain Railroad Protective Liability insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than $2,000,000 per occurrence and an aggregate of $6,000,000. A binder stating the policy is in place must be submitted to Railroad before the work may be commenced and until the original policy is forwarded to Railroad.

E. Umbrella or Excess insurance. If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

F. Pollution Liability insurance. Pollution liability coverage must be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least $5,000,000 per occurrence and an aggregate limit of $10,000,000.

If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of $1,000,000 per loss, and an annual aggregate of $2,000,000.

Other Requirements

G. All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Contractor's liability under the indemnity provisions of this Agreement.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless the law governing this Agreement prohibits all punitive damages that might arise under this Agreement.

I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees. This waiver must be stated on the certificate of insurance.

J. Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.

K. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the State of California.

L. The fact that insurance is obtained by Contractor or by Railroad on behalf of 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 from Contractor or any third party will not be limited by the amount of the required insurance coverage.

APPENDIX 1

CONTRACTOR'S ENDORSEMENT

A. As a condition to entering upon the Railroad's right-of-way to perform Work pursuant to this agreement, State's contractor, _____
(Name of Contractor)
whose address is _____,
(Contractor's Mailing Address)

(hereinafter "Contractor"), agrees to comply with and be bound by all the terms and provisions of the attached Caltrans Right of Entry Agreement that was signed by Union Pacific Railroad Company ("Railroad") and the State of California, Department of Transportation ("State") relating to the Work to be performed and the insurance requirements set forth in **Exhibits B and C** of the Right of Entry Agreement. The Contractor further acknowledges and agrees that the reference to Cal. Gov. Code §14662.5 in Sections 5.b) and 8.b) of **Exhibit B** to the Right of Entry Agreement does not apply to the Contractor and in no way limits the indemnities set forth in those provisions, to which the Contractor agrees to be bound.

B. Before the Contractor commences any Work, the Contractor will provide the Railroad with (i) a binder of insurance for the Railroad Protective Liability Insurance described in Section 2 of the Contract Information Handout Provisions, hereto attached, and the original policy, or a certified duplicate original policy when available, and (ii) a certificate issued by its insurance carrier providing the other insurance coverage and endorsements required pursuant to Section 2 of the Contract Information Handout, "Railroad Relations and Insurance Requirements", document.

C. All insurance correspondence, binders or originals shall be directed to:

Union Pacific Railroad Company
Attn: Real Estate Department
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179-1690
Attn.: Senior Manager - Contracts
Folder No. 2702-64

D. Please note that fiber optic cable may be buried on the Railroad's property. **Prior to commencing any work, the Contractor agrees to contact the Railroad's Telecommunications Operation Center as provided in Section 5 of Exhibit B of the Right of Entry Agreement to determine if any fiber optic cable is located on the Railroad's property on or near the location where the work is to be performed.** If there is, the Contractor must comply with the terms and conditions of Section 5 of **Exhibit B** before commencing any work on the Railroad's property.

E. **The Contractor agrees to also provide to the Railroad's Manager-Track Maintenance at *(909) 685-2612*,** the advance notice required in Section 1 of **Exhibit B** of the Right of Entry Agreement prior to working on the Railroad's property in order for the Railroad to coordinate the Contractor's work with the Railroad's operations and to make arrangements for flagging protection (if applicable).

This endorsement shall be completed and sent to the person named in Paragraph C above.

_____
(Name of Contractor)
By_____

Printed Name:_____

Title:_____

EXHIBIT E

To Construction & Maintenance Agreement

Cover Sheet for the Railroad Minimum Requirements

EXHIBIT E

TO CONSTRUCTION AND MAINTENANCE AGREEMENT

RAILROAD MINIMUM REQUIREMENTS

PART 1 – GENERAL

1.01 DESCRIPTION

This project includes construction work within the Right-of-Way and/or properties of the Union Pacific Railroad Company "UPRR" and adjacent to tracks, wire lines and other facilities. This section describes the special requirements for coordination with UPRR when work by the Contractor will be performed upon, over or under the UPRR Right-of-Way or may impact current or future UPRR operations. The Contractor will coordinate with UPRR while performing the work outlined in this Contract, and shall afford the same cooperation with UPRR as it does with the Agency. All submittals and work shall be completed in accordance with UPRR Guidelines and AREMA recommendations as modified by these minimum special requirements or as directed in writing by the UPRR Designated Representative.

For purposes of this project, the UPRR Designated Representative shall be the person or persons designated by the UPRR Manager of Industry and Public Projects to handle specific tasks related to the project.

1.02 DEFINITION OF AGENCY AND CONTRACTOR

As used in these UPRR requirements, the term "Agency" shall mean the State of California, by and through its Department of Transportation.

As used in these UPRR requirements, the term "Contractor" shall mean the contractor or contractors hired by the Agency to perform any project work on any portion of UPRR's property. The Contractor shall be responsible for the Contractor's subcontractors and the Contractor's and subcontractor's respective officers, agents and employees, and others acting under its or their authority. Nothing in this section is intended to create rights in third parties or third party beneficiaries.

1.03 UPRR CONTACTS

The primary UPRR point of contact for this project is:

Kenneth Tom
Manager, Industry and Public Projects
Union Pacific Railroad Company
2015 South Willow Avenue
Bloomington, California 92316
Phone: (909) 685-2288
Fax: (909) 685-2289
E-mail: ktom@up.com

For UPRR flagging services and track work, contact:

Frank Beard
Manager of Track Maintenance
Union Pacific Railroad Company
19100 Slover Avenue.
Bloomington, CA 92316
Phone: (909) 685-2612

1.04 REQUEST FOR INFORMATION / CLARIFICATION

All Requests for Information ("RFI") involving work within any UPRR Right-Of-Way shall be in accordance with the procedures listed elsewhere in these bid documents. All RFI's shall be submitted to the Engineer of Record. The Engineer of Record will submit the RFI to the UPRR Designated Representative for review and approval for

corresponding to work within the UPRR Right-Of-Way. The Contractor shall allow four (4) weeks for the review and approval process by UPRR.

1.05 PLANS / SPECIFICATIONS

The plans and specifications for this project, affecting the UPRR, are subject to the written approval by the UPRR and changes in the plans may be required after award of the Contract. Such changes are subject to the approval of the Agency and the UPRR.

2.01 UTILITIES AND FIBER OPTIC

All installations shall be constructed in accordance with current AREMA recommendations and UPRR specifications and requirements. UPRR general guidelines and the required application forms for utility installations can be found on the UPRR website at www.uprr.com.

3.01 GENERAL

A. Contractor shall perform all work in compliance with all applicable UPRR and FRA rules and regulations. Contractor shall arrange and conduct all work in such manner and at such times as shall not endanger or interfere with the safe operation of the tracks and property of UPRR and the traffic moving on such tracks, or the wires, signals and other property of UPRR, its tenants or licensees, at or in the vicinity of the work. UPRR shall be reimbursed by Contractor or Agency for train delay costs and lost revenue claims due to any delays or interruption of train operations resulting from Contractor's construction work or other activities.

B. Construction activities will be permitted within 12 feet of the centerline of operational tracks only if absolutely necessary and UPRR's Designated Representative grants approval. Construction activities within 12 feet of the operational track(s) must allow the tracks to stay operational.

C. Track protection is required for all work equipment (including rubber tired equipment) operating within 25 feet from nearest rail.

D. The Contractor is also advised that new railroad facilities within the project may be built by UPRR and that certain Contractor's activities cannot proceed until that work is completed. The Contractor shall be aware of the limits of responsibilities and allow sufficient time in the schedule for that work to be accomplished and shall coordinate its efforts with the UPRR.

3.02 RAILROAD OPERATIONS

A. The Contractor shall be advised that trains and/or equipment are expected on any track, at any time, in either direction. Contractor shall become familiar with the train schedules in this location and structure its bid assuming intermittent track windows in this period, as defined in Paragraph B below.

B. All railroad tracks within and adjacent to the Contract Site are active, and rail traffic over these facilities shall be maintained throughout the Project. Activities may include both through moves and switching moves to local customers. Railroad traffic and operations will occur continuously throughout the day and night on these tracks and shall be maintained at all times as defined herein. The Contractor shall coordinate and schedule the work so that construction activities do not interfere with railroad operations.

C. Work windows for this Contract shall be coordinated with the Agency's and the UPRR's Designated Representatives. Types of work windows include Conditional Work Windows and Absolute Work Windows, as defined below:

1. Conditional Work Window: A Conditional Work Window is a period of time that railroad operations have priority over construction activities. When construction activities may occur on and adjacent to the railroad tracks within 25 feet of the nearest track, a UPRR flag person will be required. At the direction of the UPRR flag person, upon approach of a train, and when trains are present on the tracks, the tracks must be cleared (i.e., no construction equipment, materials or personnel within 25 feet, or as directed by the UPRR Designated Representative, from the tracks). Conditional Work Windows are available for the Project.

2. Absolute Work Window: An Absolute Work Window is a period of time that construction activities are given priority over railroad operations. During this time frame the designated railroad track(s) will be inactive for train movements and may be fouled by the Contractor. At the end of an Absolute Work Window the railroad tracks and/or signals must be completely operational for train operations and all UPRR, Public Utilities Commission (PUC) and Federal Railroad Administration (FRA) requirements, codes and regulations for operational tracks must be complied with. In the situation where the operating tracks and/or signals have been affected, the UPRR will perform inspections of the work prior to placing that track back into service. UPRR flag persons will be required for construction activities requiring an Absolute Work Window. **Absolute Work Windows will not generally be granted. Any request will require a detailed explanation for UPRR review.**

3.03 RIGHT OF ENTRY, ADVANCE NOTICE AND WORK STOPPAGES

A. Prior to beginning any work on or over the property of, or affecting the facilities of, the UPRR, the Contractor shall execute the Contractor's Endorsement that is a part of the Right of Entry Agreement to be signed by UPRR and Agency. There is a fee for processing of the agreement. This cost shall be borne by the Contractor. Contractor shall submit a copy of the executed agreement and the insurance policies, binders, certificates and endorsements set forth therein to the Agency prior to commencing work on UPRR property. The right of entry agreement shall specify working time frames, flagging and inspection requirements, and any other items specified by the UPRR.

B. The Contractor shall give the advance notice to the UPRR as required in the Right of Entry Agreement before commencing work in connection with construction upon or over UPRR's Right-of-Way and shall observe UPRR's rules and regulations with respect thereto.

C. All work upon UPRR's Right-of-Way shall be done at such times and in such manner so as not to interfere with or endanger the operations of UPRR. Whenever work may affect the operations or safety of trains, the method of doing such work shall first be submitted to UPRR's Designated Representative for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor, which requires flagging and/or inspection service, shall be deferred until the flagging protection required by UPRR is available at the job site. See Section 3.18 for railroad flagging requirements.

D. The Contractor shall make requests in writing for both Absolute and Conditional Work Windows, at least two weeks in advance of any work. The written request must include:

1. Exactly what the work entails.
2. The days and hours that work will be performed.
3. The exact location of work, and proximity to the tracks.
4. The type of window requested and the amount of time requested.
5. The designated contact person.

The Contractor shall provide a written confirmation notice to the UPRR at least 48 hours before commencing work in connection with approved work windows when work will be performed within **25 feet of any track center line.** All work shall be performed in accordance with previously approved work plans.

E. Should a condition arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations and property of UPRR, the Contractor shall make such provisions. If in the judgment of UPRR's Designated Representative such provisions are insufficient, the UPRR's Designated Representative may require or provide such provisions as deemed necessary. In any event, such provisions shall be at the Contractor's expense and without cost to the UPRR. UPRR or the Agency shall have the right to order Contractor to temporarily cease operations in the event of an emergency or, if in the opinion of the UPRR's Designated Representative, the Contractor's operations could endanger UPRR's operations. In the event such an order is given, Contractor shall immediately notify the Agency of the order.

3.04 INSURANCE

Contractor shall not begin work upon or over UPRR's Right-of-Way until UPRR has been furnished the insurance policies, binders, certificates and endorsements required by the Right-of-Entry Agreement and UPRR's Designated Representative has advised the Agency that such insurance is in accordance with the Agreement. The required insurance shall be kept in full force and effect during the performance of work and thereafter until Contractor removes all

tools, equipment, and material from UPRR's property and cleans the premises in a manner reasonably satisfactory to UPRR.

3.05 RAILROAD SAFETY ORIENTATION

All personnel employed by the Contractor and all subcontractors must complete the UPRR course "Orientation for Contractor's Safety", and be registered prior to working on UPRR property. This orientation is available at www.contractororientation.com. This course is required to be completed annually.

3.06 COOPERATION

UPRR will cooperate with Contractor so that work may be conducted in an efficient manner, and will cooperate with Contractor in enabling use of UPRR's right-of-way in performing the work.

3.07 MINIMUM CONSTRUCTION CLEARANCES FOR FALSEWORK AND OTHER TEMPORARY STRUCTURES

The Contractor shall abide by the following minimum temporary clearances during the course of construction:

- 12' – 0" horizontal from centerline of track
- 21' – 0" vertically above top of rail.

For construction clearance less than listed above, local Operating Unit review and approval is required.

3.08 APPROVAL OF REDUCED CLEARANCES

A. The minimum track clearances to be maintained by the Contractor during construction are specified in Section 3.07 herein.

B. Any proposed infringement on the specified minimum clearances due to the Contractor's operations shall be submitted to UPRR's Designated Representative through the Agency at least 30 days in advance of the work and shall not be undertaken until approved in writing by the UPRR's Designated Representative.

C. No work shall commence until the Contractor receives in writing assurance from UPRR's Designated Representative that arrangements have been made for flagging service, as may be necessary and receives permission from UPRR's Designated Representative to proceed with the work.

3.09 CONSTRUCTION AND AS-BUILT SUBMITTALS

A. Submittals are required for construction materials and procedures as outlined below. The submittals shall include all review comments from the Agency and the Engineer of Record. All design submittals shall be stamped and signed by a Professional Engineer registered in the State of California.

B. The tables below provide UPRR's minimum submittal requirements for the construction items noted. Submittal requirements are in addition to those specified elsewhere in these bid documents. The minimum review times indicated below represent UPRR's requirements only. The Contractor shall allow additional time for the Agency's review time as stated elsewhere in these bid documents.

C. Submittals shall be made by the Agency to the UPRR Manager of Industry and Public Projects unless otherwise directed by the Railroad. Items in Table 1 shall be submitted for both railroad overpass and underpass projects, as applicable. Items in Table 2 shall be submitted for railroad underpass projects only.

TABLE 1

ITEM	DESCRIPTION	SETS REQD.	UPRR's Minimum Review Time
1	Shoring design and details	4	4 weeks
2	**Falsework design and details**	4	4 weeks

3	Drainage design provisions	4	4 weeks
4	Erection diagrams and sequence	4	4 weeks
5	Demolition diagram and sequence	4	4 weeks

Prior to or during construction of railroad underpass structures, the UPRR requires the review of drawings, reports, test data and material data sheets to determine compliance with the specifications. Product information for items noted in Table 2 be submitted to UPRR's Designated Representative through the Agency for their own review and approval of the material. The signed submittal and the Agency's review comments will be reviewed by UPRR or their consultant. If a consultant performs the reviews, the consultant may reply directly to the Agency or its Designated Representative after consultation with UPRR. Review of the submittals will not be conducted until after review by the Agency or its Designated Representative. Review of the submittal items will require a minimum of four (4) weeks after receipt from the Agency.

TABLE 2

ITEM	DESCRIPTION	SETS REQD.	NOTES
1	Shop drawings	4	Steel and Concrete members
2	**Bearings**	4	For entire structures
3	Concrete Mix Designs	4	For entire structures
4	Rebar & Strand certifications	4	For superstructure only
5	28 day concrete strength	4	For superstructure only
6	Waterproofing material certifications and installation procedure	4	Waterproofing & protective boards
7	Structural steel certifications	4	All fracture critical members & other members requiring improved notch toughness
8	Fabrication and Test reports	4	All fracture critical members & other members requiring improved notch toughness
9	Welding Procedures and Welder Certification	4	AWS requirements
10	Foundation Construction Reports	4	Pile driving, drilled shaft construction, bearing pressure test reports for spread footings
11	Compaction testing reports for backfill at abutments	4	Must meet 95% maximum dry density, Modified Proctor ASTM D1557

D. As-Built Records shall be submitted to the UPRR within 60 days of completion of the structures. These records shall consist of the following items:

Overpass Projects

1. Electronic files of all structure design drawings with as-constructed modifications shown, in Microstation J or Acrobat .PDF format.
2. Hard copies of all structure design drawings with as-constructed modifications shown.

Underpass Projects

1. Electronic files of all structure design drawings with as-constructed modifications shown, in Microstation J or Acrobat .PDF format.
2. Hard copies of all structure design drawings with as-constructed modifications shown.
3. Final approved copies of shop drawings for concrete and steel members.
4. Foundation Construction Reports
5. Compaction testing reports for backfill at abutments

3.10 APPROVAL OF DETAILS

The details of the construction affecting the UPRR tracks and property not already included in the Contract Plans shall be submitted to UPRR's Designated Representative through the Agency for UPRR's review and written approval before such work is undertaken. Review and approval of these submittals will require a minimum of four (4) weeks in addition to the Agency's review time as stated elsewhere in these bid documents.

3.11 MAINTENANCE OF RAILROAD FACILITIES

A. The Contractor shall be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from Contractor's operations; to promptly repair eroded areas within UPRR's right of way and to repair any other damage to the property of UPRR, or its tenants.

B. All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.

C. The Contractor must submit a proposed method of erosion control and have the method reviewed by the UPRR prior to beginning any grading on the Project Site. Erosion control methods must comply with all applicable local, state and federal regulations.

3.12 SITE INSPECTIONS BY UPRR's DESIGNATED REPRESENTATIVE

A. In addition to the office reviews of construction submittals, site inspections may be performed by UPRR's Designated Representative at significant points during construction, including but not limited to the following:

1. Preconstruction meetings.
2. Pile driving, drilling of caissons or drilled shafts.
3. Reinforcement and concrete placement for railroad bridge substructure and/or superstructure.
4. Erection of precast concrete or steel bridge superstructure.
5. Placement of waterproofing (prior to placing ballast on bridge deck).
6. Completion of the bridge structure.

B. Site inspection is not limited to the milestone events listed above. Site visits to check progress of the work may be performed at any time throughout the construction as deemed necessary by UPRR.

C. A detailed construction schedule, including the proposed temporary horizontal and vertical clearances and construction sequence for all work to be performed, shall be provided to the Agency for submittal to UPRR's Designated Representative for review prior to commencement of work. This schedule shall also include the anticipated dates when the above listed events will occur. This schedule shall be updated for the above listed events as necessary, but at least monthly so that site visits may be scheduled.

3.13 UPRR REPRESENTATIVES

A. UPRR representatives, conductors, flag person or watch person will be provided by UPRR at expense of the Agency or Contractor (as stated elsewhere in these bid documents) to protect UPRR facilities, property and movements of its trains or engines. In general, UPRR will furnish such personnel or other protective services as follows:

1. When any part of any equipment is standing or being operated within 25 feet, measured horizontally, from centerline of any track on which trains may operate, or when any object is off the ground and any dimension thereof could extend inside the 25 foot limit, or when any erection or construction activities are in progress within such limits, regardless of elevation above or below track.

2. For any excavation below elevation of track subgrade if, in the opinion of UPRR's Designated Representative, track or other UPRR facilities may be subject to settlement or movement.

3. During any clearing, grubbing, excavation or grading in proximity to UPRR facilities, which, in the opinion of UPRR's Designated Representative, may endanger UPRR facilities or operations.

4. During any contractor's operations when, in the opinion of UPRR's Designated Representative, UPRR facilities, including, but not limited to, tracks, buildings, signals, wire lines, or pipe lines, may be endangered.

5. The Contractor shall arrange with the UPRR Designated Representative to provide the adequate number of flag persons to accomplish the work.

3.14 WALKWAYS REQUIRED

Along the outer side of each exterior track of multiple operated track, and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending to a line not less than twelve feet (12') from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while UPRR's flagman service is provided shall be removed before the close of each work day. Walkways with railings shall be constructed by Contractor over open excavation areas when in close proximity of track, and railings shall not be closer than 8' – 6" horizontally from center line of tangent track or 9' – 6" horizontally from centerline of curved track.

3.15 COMMUNICATIONS AND SIGNAL LINES

If required, UPRR will rearrange its communications and signal lines, its grade crossing warning devices, train signals and tracks, and facilities that are in use and maintained by UPRR's forces in connection with its operation at expense of the Agency. This work by UPRR will be done by its own forces and it is not a part of the Work under this Contract.

3.16 TRAFFIC CONTROL

Contractor's operations that control traffic across or around UPRR facilities shall be coordinated with and approved by the UPRR's Designated Representative.

3.17 CONSTRUCTION EXCAVATIONS

A. The Contractor shall be required to take special precaution and care in connection with excavating and shoring. Excavations for construction of footings, piers, columns, walls or other facilities that require shoring shall comply with requirements of OSHA, AREMA and UPRR "Guidelines for Temporary Shoring".

B. The Contractor shall contact UPRR's "Call Before Your Dig" at least 48 hours prior to commencing work at 1-800-336-9193 during normal business hours (6:30 a.m. to 8:00 p.m. central time, Monday through Friday, except holidays - also a 24 hour, 7 day a week number for emergency calls) to determine location of fiber optics. If a telecommunications system is buried anywhere on or near UPRR property, the Contractor will co-ordinate with UPRR and the Telecommunication Company(ies) to arrange for relocation or other protection of the system prior to beginning any work on or near UPRR property.

3.18 RAILROAD FLAGGING

Performance of any work by the Contractor in which person(s) or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach within twenty-five (25) feet of any track, may require railroad flagging services or other protective measures. Contractor shall give the advance notice to the UPRR as required in the "Caltrans Right of Entry Agreement" before commencing any such work, so that the UPRR may determine the need for flagging or other protective measures to ensure the safety of the railroad's operations. Contractor shall comply with all other requirements regarding flagging services covered by the "Caltrans Right of Entry Agreement". Any costs associated with failure to abide by these requirements will be borne by the Contractor.

3.19 CLEANING OF RIGHT-OF-WAY

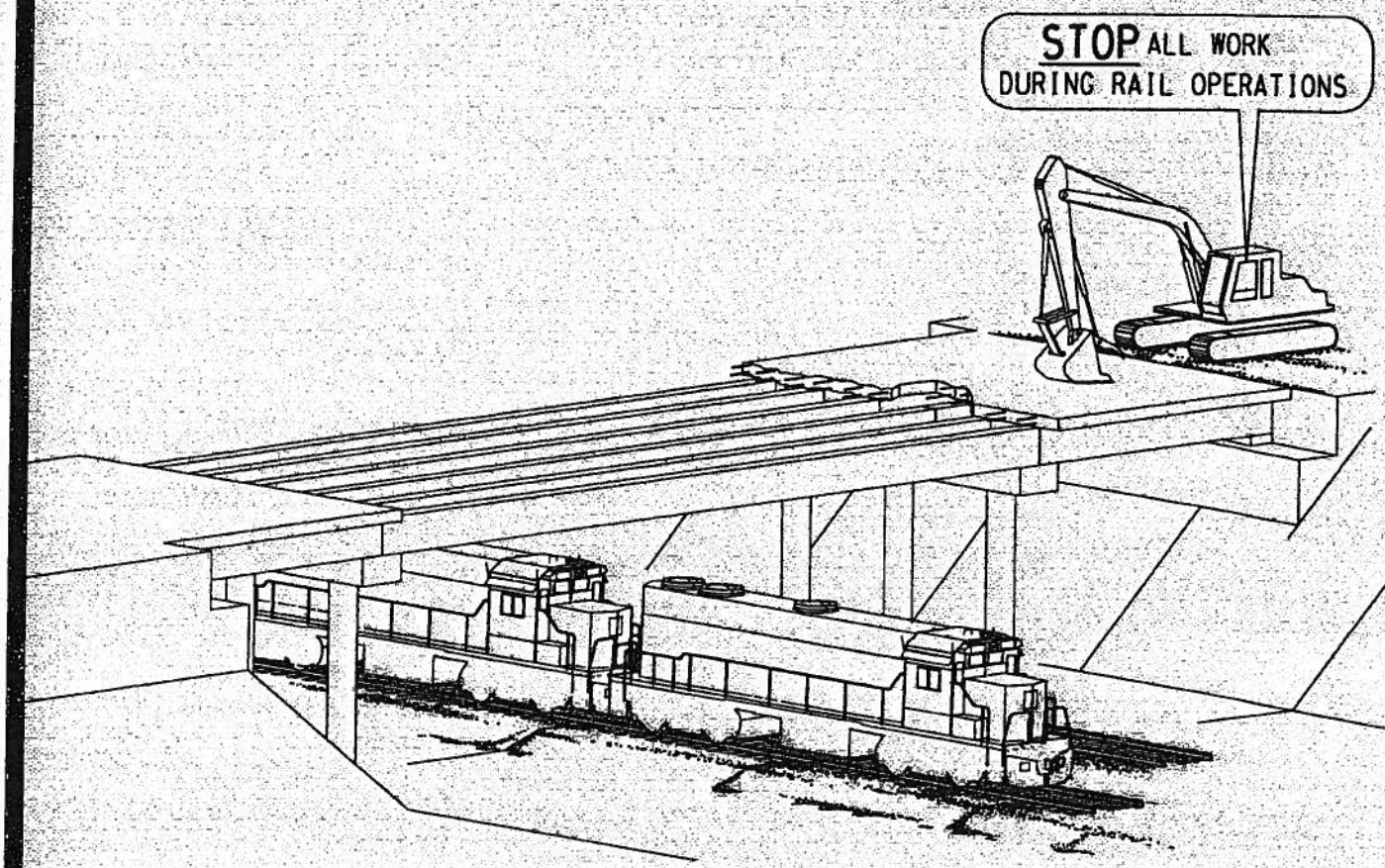
Contractor shall, upon completion of the work to be performed by Contractor upon the premises, over or beneath the tracks of UPRR, promptly remove from the Right-of-Way of UPRR all of Contractor's tools, implements, and other materials whether brought upon the Right-of-Way by Contractor or any subcontractors, employee or agent of Contractor or of any subcontractor, and leave the Right-of-Way in a clean and presentable condition to satisfaction of UPRR.

EXHIBIT F

To Construction & Maintenance Agreement

Cover Sheet for the Railroad's Demolition Guidelines for Overpass Structures

GUIDELINES FOR PREPARATION OF A BRIDGE DEMOLITION AND REMOVAL PLAN FOR STRUCTURES OVER RAILROAD



UNION PACIFIC RAILROAD

OFFICE OF CHIEF ENGINEER DESIGN
1416 DODGE ST.
OMAHA, NE 68179

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I. GENERAL

A. The Contractor's work shall in no way impede the train operations of the Union Pacific Railroad.

B. The Contractor shall develop a work plan assuming that minimal track windows will be available.

C. The Contractor shall be responsible for planning and executing all procedures necessary to remove the overhead bridge in a safe and controlled manner.

D. The Railroad's tracks and property shall be protected at all times.

E. The contractor shall ensure the area immediately adjacent to operational tracks shall remain free from stumble or like hazards to the ground Railroad personnel to prevent injuries. Open excavations shall be in accordance with current CE Drawing 106613 and shall be protected by appropriate fencing.

F. The words "demolition" and "removal" will be used interchangeably.

G. All removed materials shall be disposed of outside the Railroad right-of-way at no expense to the Railroad.

H. No work is allowed within 50 feet of the nearest rail when trains pass the work site.

I. Staged demolition of the portions of structure immediately adjacent to operational tracks will not jeopardize the integrity of the structure over said tracks until actual removal of the portion of the structure over the tracks is being done.

J. A flagman is required when any work is performed within 25 feet of the nearest rail.

K. No blasting will be permitted on Railroad's right-of-way.

II. BRIDGE REMOVAL PLAN

A. The Contractor shall submit a complete Bridge Removal Plan to the Railroad. The Bridge Removal Plan shall include details, procedures and the sequence of staged removal of the bridge, including all steps necessary to remove the bridge in a safe and controlled manner.

B. The Contractor shall submit to the Railroad; three (3) complete sets of the Bridge Removal Plan for review and comments. The Plan shall be sealed by a Civil or Structural Engineer registered in the state where the proposed demolition will take place. A minimum of three (3) weeks shall be allowed for the Railroad's review after the complete submittal is received. No removal operations will be permitted over the Railroad right of way until the submitted material has been reviewed and comments provided.

C. Review and comment of the Removal Plan by the Railroad will not relieve the Contractor of the ultimate responsibility and liability for the demolition of the structure.

D. The Removal Plan shall include the following:

1) Plan, elevation and location of the bridge, and the locations of any access roads needed for movement of the equipment. The as-built drawings may be used for the submittal provided the removal steps are clearly marked and legible.

2) Indicate the position of all railroad tracks below the bridge and identify each track as mainline, siding, spur, etc.

3) Bridge removal sequence and procedures for entire bridge including the staging for the removal of the superstructure and substructure.

4) List type and number of equipment required and their locations during demolition operations.

5) Locations and types of temporary supports, shoring or bracing required. These members shall be designed to meet Union Pacific Railroad current standard drawing 106613 "General Shoring Requirements", "Guidelines for Design and Construction of Falsework for Structures Over Union Pacific Railroad", "Guidelines for Design and Construction of Shoring Adjacent to Active Railroad Tracks", and the appropriate local and national building and design code requirements.

6) The proposed vertical and horizontal clearance from all tracks to the temporary and permanent supports. The minimum vertical and horizontal clearances shall be as per attached frame protection details.

7) If any temporary supports interfere with the natural drainage along the Railroad right-of-way, a temporary drainage plan shall be submitted for review and comment prior to constructing temporary supports. The proposed drainage plan shall route all drainage away from the railroad tracks.

8) Details, limits, and locations of protective covers or other measures proposed to be used to protect the tracks. This includes any shields or other measures that will protect the tracks from falling debris during removal of the overhead bridge and from any debris rolling down the side slopes or otherwise coming into the area around the tracks which could affect train operations. Design loads, including impact loads, shall be noted. In addition equipment should be on site capable of removing debris and track shield from operational tracks.

9) All procedures necessary to remove the bridge in a safe and controlled manner. The estimated time for complete removal over the tracks shall be noted.

10) All overhead and underground utilities in the area affected by removal of the bridge shall be located on the drawings, including any fiber optic, railroad signal, and communication lines.

11) The location and details of track crossings required for moving of the equipment across the railroad tracks.

12) Limits of demolition of substructures.

13) Details of on-site fire suppression.

III. PROCEDURE

A. During removal operations the remaining structure shall be stable during all stages of the removal operations.

B. Prior to proceeding with bridge removal the sealing Civil or Structural Engineer, or his authorized representative working for the Contractor, shall inspect the temporary support shoring, including temporary bracing and protective coverings, for conformity with the working drawings. The Engineer shall certify in writing to the Railroad that the work is in conformance with the drawings and that the materials and workmanship are satisfactory. A copy of this certification shall be available at the site of work at all times.

C. Coordinate the removal schedule with the Railroad. All the removal work within the track area shall be performed during the time windows when the trains are not passing the work site.

D. All substructures shall be removed to at least 3 feet below the final finished grade or at least 2 feet below base of rail whichever is lower, unless otherwise specified by the Railroad.

E. All debris and refuse resulting from the work shall be removed from the right of way by the contractor and the premises left in a neat and presentable condition.

F. The work progress shall be reviewed and logged by the Contractor's Engineer. Should an unplanned event occur, the Contractor shall inform the Railroad and submit procedure to correct or remedy the occurrence.

G. Preferably all demolition and beam removal shall be from above. In the case that the beams require removal from below, the beams may temporarily straddle the tracks. The following steps shall be taken:

1) The work shall be scheduled with the Railroad's Service Unit Superintendent subject to the Railroad's operational requirements for continuos train operations. The beams removed in sufficient time for train passage.

2) The tracks shall be protected and no equipment placed on the tracks.

3) The beams shall be blocked and not come in contact with the tracks. Blocking shall not be placed on the tracks.

4) The beams and all equipment will be moved a minimum of 15 feet from the nearest rail of the tracks when a train is passing.

IV. TRACK PROTECTION

A. The track protective cover shall be constructed before beginning bridge removal work and may be supported by falsework or members of the existing structure. See the attached Track Shield Detail and Frame Protection Detail for additional requirements. Types of protective covers that may be acceptable methods for protecting the tracks are:

1) A decking supported by the bridge or a suspended cover from the bridge above the track clearance envelope.

2) A track shield cover over the tracks per the attached detail.

3) A framed cover outside the track clearance envelope.

4) A catcher box or loader bucket under decking and parapets overhanging the exterior girders.

B. Construction equipment shall not be placed on the tracks unless tracks are protected.

C. Temporary haul road crossings shall be either Section Timbers or Precast Concrete Panels. The type of crossing shall be determined by the Manager of Industry and Public Projects. Solid timbers or ballast with timber headers shall be used between multiple tracks. If temporary crossing is accessible to public crossing shall be protected with barricades or locked gates when contractor is not actively working at the site or weekends.

D. Track protection is required for all equipment including rubber tired equipment operating within 25 ft. or over the tracks.

V. CRANES

A. When cranes are operated near the tracks the following is required:

1) Only cranes with the capacity to handle the loads may be used. Front end loaders and backhoes cannot be used to lift over the tracks.

2) The Contractor shall verify that the foundations under the crane can support the loads.

3) The size and material type of crane mats shall be submitted to the Railroad for review and comment. No mat substitution will be allowed. The mats shall be rigid and of sufficient capacity to distribute the crane loads and prevent tipping of the crane.

4) Installation of temporary track crossings for equipment shall be scheduled with the Manager of Industry and Public Projects .

5) Additional track protection is required when crossing with a crane. The protection methods shall be submitted to the Railroad for review and comment.

6) Equipment shall not place outriggers on the tracks or ballast.

7) Cranes shall not be placed within the track clearance envelope without flagman protection.

VI. CUTTING TORCHES

A. When a cutting torch is used near the tracks or any timber, the following steps shall be taken:

1) Fire suppression equipment is required on-site.

2) Do not use a torch over, between, or adjacent to the tracks unless a steel plate protective cover is used. Care shall be taken to make certain the use of a steel plate does not come in contact with the rails. See "Track Shield Details" for other requirements. Details of the shield shall be submitted to the Railroad for approval.

3) Wet the ties and other timber below the cutting area.

4) Monitor the work site for at least three hours after cutting for a smoldering fire.

B. Extensive overhead cutting will not be performed over the track area without the proper fire suppression equipment on-site and proper protection.

VII. UTILITIES

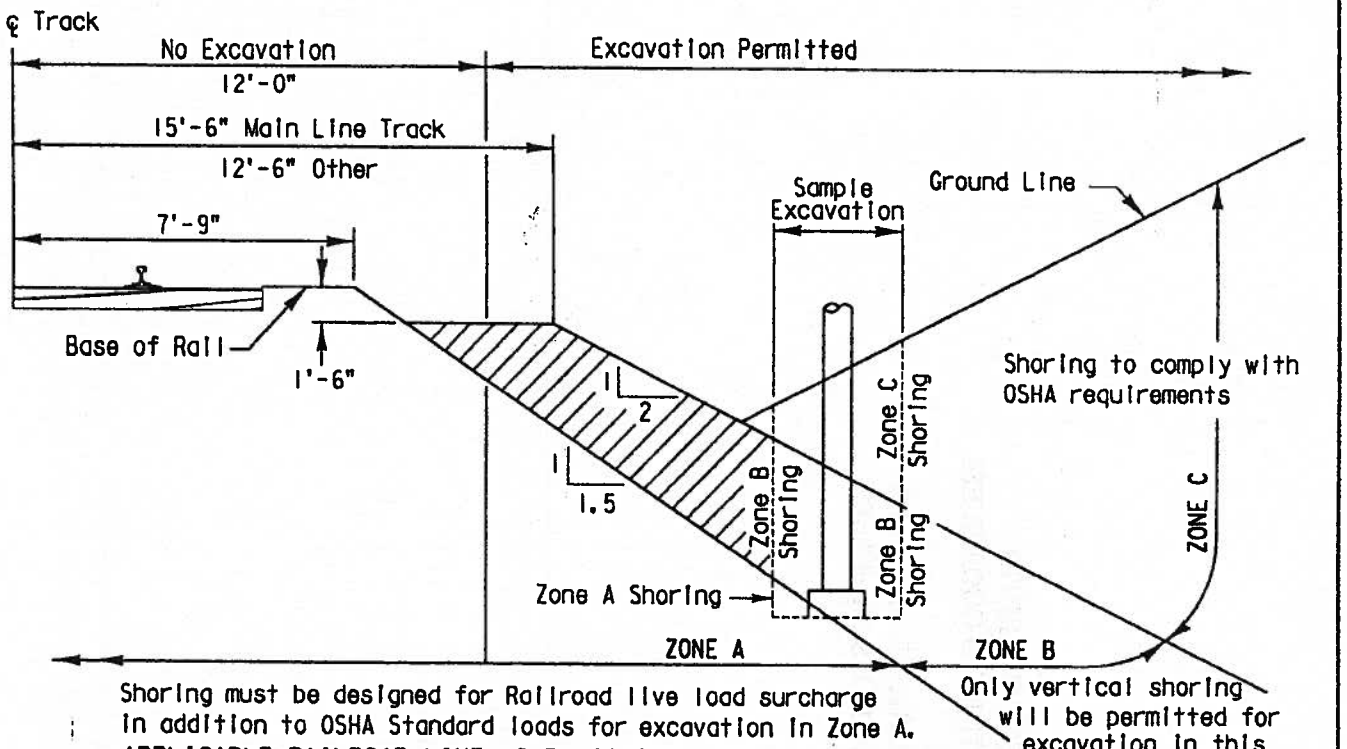
A. The demolition operations shall be planned such that the utility lines are operating safely at all times. The utility lines shall be protected if affected by demolition operations. All the work associated with utility lines should be coordinated by the contractor with the respective utility companies.

VIII. HAZARDOUS MATERIAL

A. If any hazardous materials are found, provide material protection as specified in local hazardous material codes and immediately contact the Railroad.

APPENDIX

- GENERAL SHORING REQUIREMENTS
- LIVE LOAD PRESSURE DUE TO COOPER E80
- TRACK SHIELD DETAIL
- FRAME PROTECTION DETAILS, sheet 1 of 2
- FRAME PROTECTION DETAILS, sheet 2 of 2



GENERAL NOTES:

All dimensions are measured perpendicular to ℄ of track.

Prior to commencing any work, the contractor shall submit for approval by the Railroad detailed plans indicating the nature and extent of the track protection shoring proposed. The contractor shall install the temporary shoring system per the approved plans. Design of the temporary shoring system to comply with **GUIDELINES FOR TEMPORARY SHORING.**

For excavations which encroach into zone A or B, shoring plans shall be accompanied by design calculations. Plans and calculations must be signed and stamped by a Professional Engineer registered in the state where the work will be performed.

GENERAL EXCAVATION ZONES

SCALE: (NOT TO SCALE)

REVISIONS		
DATE	LTR.	DESCRIPTION
5/03	1	FORMERLY UPRR C.E. 109613
/		
/		
/		
/		
/		

DESIGN BY: PGP | DRAWN BY: JFB | CHECKED BY: AA

APPROVED:

K.H. Jennison
BNSF - ASSISTANT DIRECTOR STRUCTURES DESIGN

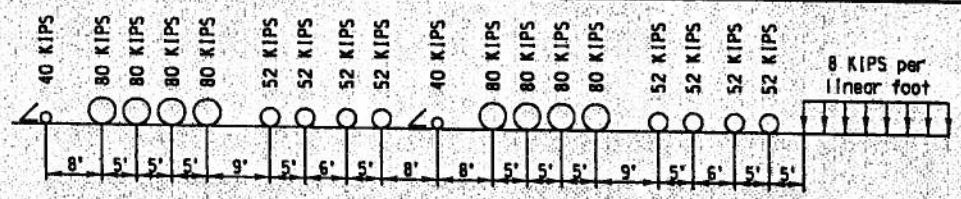
George J. Mayer 9-1-04
UPRR - MGR SPECIAL PROJECTS STRUCTURES DESIGN

BRIDGE STANDARDS

GENERAL SHORING REQUIREMENTS

FILE OWNER: UPRR | DATE: 5-5-03
PLAN NO.: 710000 | SHEET: 1 OF 1

Figure 1



COOPER E80 LOAD

SCALE: (NOT TO SCALE)

Vertical pressure q shall be based on a distribution width Ld.
Ld is the length of tie plus H_1.
H_1 is the height from the bottom of tie to the top of shoring.
H_2 is the depth of point being evaluated with the Boussinesq equation.
S is a distance perpendicular from centerline of track to the face of shoring.
D is from top of shoring to one foot below dredge line.
Zp is the minimum embedment depth.
Length of tie is 9 feet
q is the intensity of strip load due to E80 Railroad live load and shall be calculated as follows:

For $H_1 = 0$ Ld = length of tie; therefore, $q = \frac{80{,}000 \text{ lb}}{(5 \text{ feet})(9 \text{ feet})} = 1{,}778$ psf

For $H_1 > 0$ Ld = length of tie + H_1; therefore, $q = \frac{80{,}000 \text{ lb}}{(5 \text{ feet})(Ld)}$

CASE 1: Lateral live load pressure Ps, due to E80 loading for track **parallel** to shoring system is calculated using the Boussinesq Strip Load Equation.

$$Ps = \frac{2q}{\pi}(\beta + \sin\beta \sin^2\alpha - \sin\beta \cos^2\alpha)$$

The above equation can be simplified into the following equivalent form:

$$Ps = \frac{2q}{\pi}[\beta - \sin\beta \cos(2\alpha)]$$

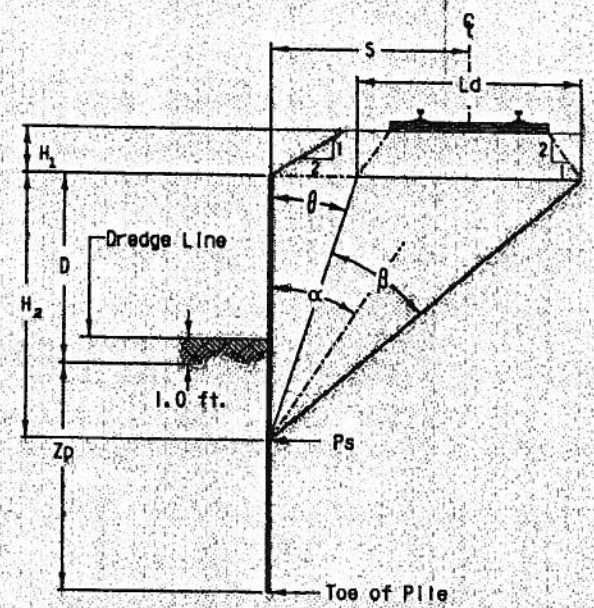
α and β are angles measured in radians, $\alpha = \theta + \frac{\beta}{2}$

CASE 2: Live load pressure due to E80 loading for track at a **right angle** to the shoring system can be calcuated using the following equation.

$Ps = K_A q$

where $K_A = \tan^2(45 - \frac{\phi}{2})$

ϕ is the angle of internal friction in degrees



PLAN

SCALE: (NOT TO SCALE)

REVISIONS		
DATE	LTR.	DESCRIPTION
/		
/		
/		
/		
/		
/		

DESIGN BY: PGP | DRAWN BY: JFS | CHECKED BY: AA

APPROVED:

K.H. Jennison
BNSF - ASSISTANT DIRECTOR STRUCTURES DESIGN

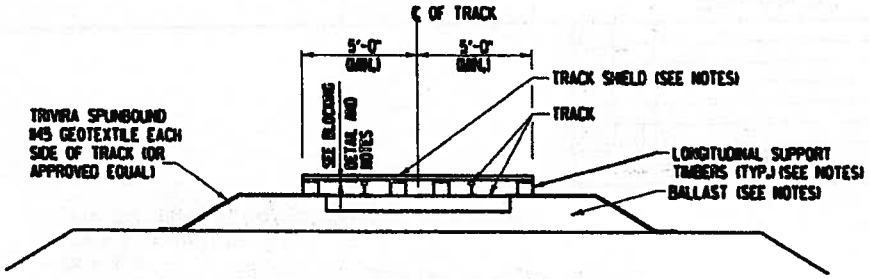
George J. Mayer 8-1-04
UPRR - MGR SPECIAL PROJECTS STRUCTURES DESIGN

BRIDGE SHORING STANDARDS

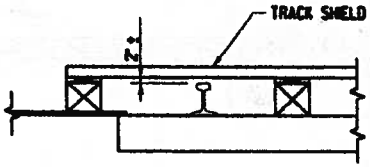
LIVE LOAD PRESSURE DUE TO COOPER E80

FILE OWNER: UPRR | DATE:
PLAN NO.: 710001 | SHEET: 1 OF 1

Figure 2



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



BLOCKING DETAIL

NOTES:

1. A FLAGMAN IS REQUIRED AT ALL TIMES DURING THE USE OF A TRACK SHIELD.
2. THE TRACK SHIELD SHALL BE DESIGNED BY THE CONTRACTOR AND SHALL BE OF SUFFICIENT STRENGTH TO SUPPORT THE ANTICIPATED LOADS, INCLUDING IMPACT. THE SHIELD SHALL PREVENT ANY MATERIALS, EQUIPMENT OR DEBRIS FROM FALLING ONTO THE RAILROAD TRACK. ADDITIONAL LAYERS OF MATERIALS SHALL BE FURNISHED AS NECESSARY TO PREVENT FINE MATERIALS OR DEBRIS FROM SIFTING DOWN UPON THE TRACK.
3. THE SHIELD SHOULD PREFERABLY BE PREFABRICATED AND FURNISHED WITH LIFTING HOOKS TO SIMPLIFY REMOVAL.
4. THE SHIELD SHALL BE OF SUFFICIENT STRENGTH TO SPAN BETWEEN IT'S SUPPORTS WITHOUT BEARING UPON THE RAILS AND TO WITHSTAND DROPPING RUBBLE.
5. BEFORE REMOVAL, THE SHIELD SHALL BE CLEANED OF ALL DEBRIS AND FINE MATERIAL.
6. THE TRACK SHIELD SHALL EXTEND AT LEAST 20 FEET BEYOND THE LIMITS OF DEMOLITION TRANSVERSE TO THE EDGE OF THE BRIDGE.
7. LONGITUDINAL SUPPORT TIMBERS FOR THE SHIELD SHALL NOT EXTEND ABOVE THE TOP OF RAIL WHEN THE SHIELD IS REMOVED. BLOCKING FROM THE TOP OF RAIL TO THE BOTTOM OF THE SHIELD MAY BE ATTACHED TO THE SHIELD. REMAINING TIMBERS SHALL BE ANCHORED.
8. FOR TRAIN PASSAGE, THE RUBBLE SHALL BE REMOVED TO A MINIMUM OF 8' 6" FROM THE NEAREST RAIL AND TO AN ELEVATION NO HIGHER THAN THE TOP OF RAIL.
9. AT THE END OF THE DAY, THE RUBBLE SHALL BE REMOVED COMPLETELY TO A MINIMUM OF 10' 0" FROM THE NEAREST RAIL AND DOWN TO ORIGINAL GRADE.
10. CARE SHALL BE TAKEN TO NOT PLACE METAL ACROSS THE TRACK RAILS. RAILROAD COMMUNICATIONS ARE SENT THROUGH THE RAILS AND WILL BE DISRUPTED BY A SHORT BETWEEN RAILS.
11. DETAILS SHOWN APPLY FOR TIMBER TIES. SPECIAL DETAILS ARE REQUIRED FOR CONCRETE TIES.

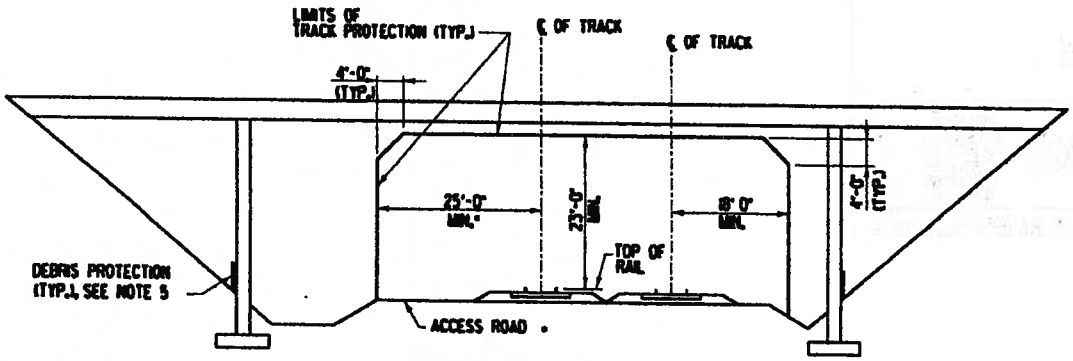
UNION PACIFIC RAILROAD

TRACK SHIELD DETAIL

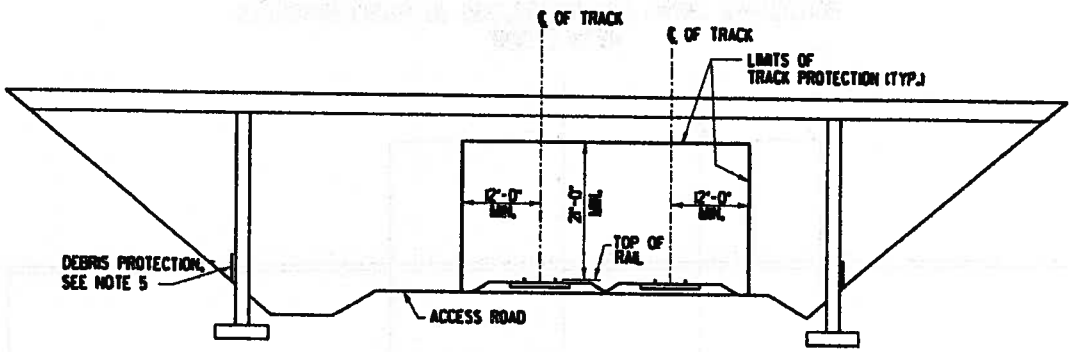
OFFICE OF CHIEF ENGINEER DESIGN

DATE: 3-31-98

SHEET 1 OF 1



BRIDGE ELEVATION
STANDARD LIMITS OF PROTECTION FOR FRAME PROTECTION



BRIDGE ELEVATION
MINIMUM LIMITS OF PROTECTION FOR FRAME PROTECTION
(SPECIAL PERMISSION REQUIRED, SEE NOTE 1)

NOTES:

1. THE STANDARD LIMITS OF PROTECTION NOTED ARE THE MIN. CLEARANCES ALLOWED WITHOUT SPECIAL PERMISSION FROM THE RAILROAD. THE REDUCED CLEARANCES NOTED MAY BE ALLOWED BY THE RAILROAD. SPECIAL PERMISSION FOR THE REDUCED CLEARANCES IS REQUIRED FROM THE RAILROAD SERVICE UNIT SUPERINTENDENT.
2. THE PROTECTION FRAME SHALL AS A MINIMUM MATCH THE DEMOLITION LIMITS SHOWN AND EXTEND PAST THE BRIDGE WIDTH AS SHOWN ON THE ATTACHED DEMOLITION PLAN SHEET.
3. FOR ADDITIONAL CLEARANCE AND PROTECTION INFORMATION, SEE UNION PACIFIC RAILROAD STANDARD DRAWING NO. 0035
4. THE PROTECTION FRAME SHALL PREVENT DEMOLITION DEBRIS, DUST AND FINE MATERIAL FROM FALLING ONTO THE RAILROAD TRACKS, ACCESS ROAD OR TRAINS. THE FRAME SHALL BE DESIGNED BY THE CONTRACTOR TO SUPPORT THE ANTICIPATED DEMOLITION LOADS, AND IN ACCORDANCE WITH UNION PACIFIC GUIDELINES FOR DESIGN OF FALSEWORK FOR STRUCTURES OVER THE RAILROAD.
5. DEBRIS PROTECTION IS REQUIRED NEAR THE BASE OF THE SIDE SLOPES AND ADJACENT TO ROADS USED BY DEMOLITION EQUIPMENT TO PREVENT DEBRIS FROM ROLLING ONTO THE TRACK, ACCESS ROAD OR DITCH. USE TIMBERS AS REQUIRED TO STOP LARGE PIECES OF ROLLING DEBRIS.
6. ANY ACTIVITY WITHIN 25 FEET OF THE NEAREST RAIL OF A TRACK REQUIRES A FLAGMAN.

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

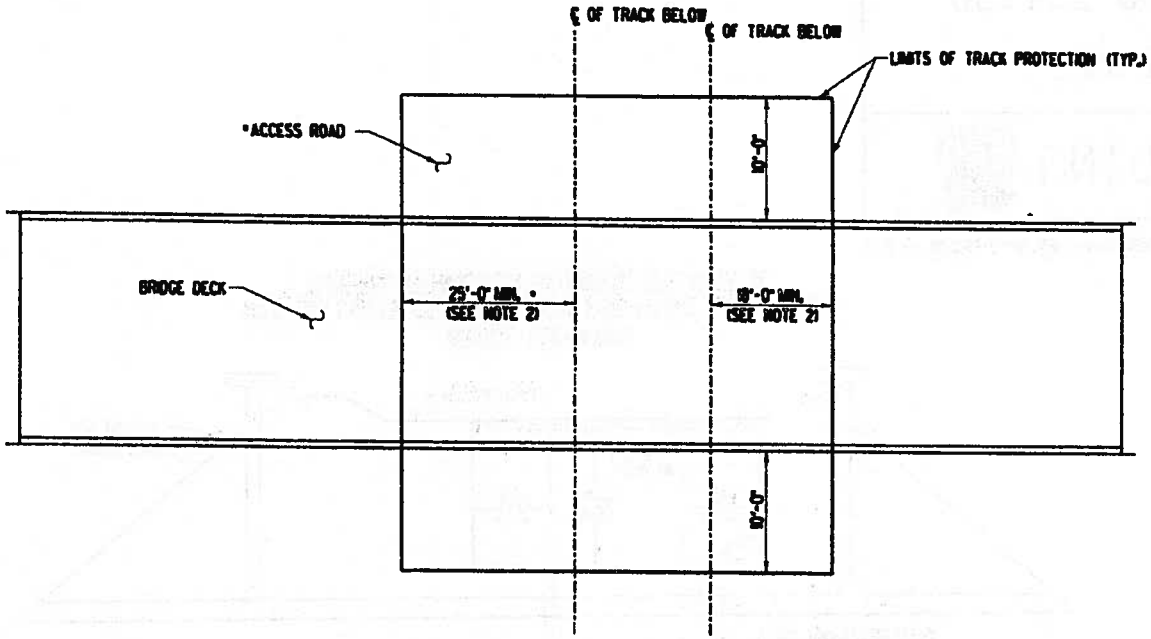
UNION PACIFIC RAILROAD

FRAME PROTECTION DETAILS

OFFICE OF CHIEF ENGINEER DESIGN

DATE: 3-31-98

SHEET 1 OF 2

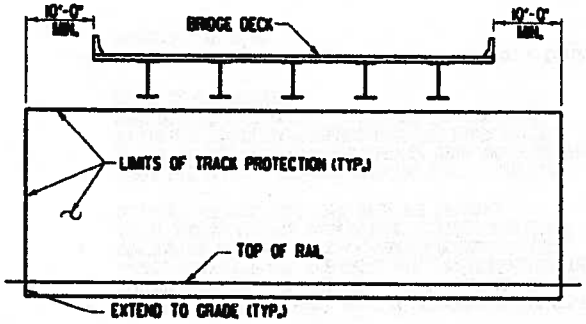


BRIDGE PLAN
STANDARD LIMITS OF PROTECTION FOR FRAME PROTECTION

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

NOTES:

1. SEE GENERAL NOTES ON BRIDGE ELEVATION SHEET
2. STANDARD LIMITS OF PROTECTION ARE SHOWN. FOR MIN. LIMITS OF PROTECTION DIMENSIONS, SEE BRIDGE ELEVATION, MINIMUM LIMITS OF PROTECTION.



BRIDGE DECK CROSS SECTION
STANDARD LIMITS OF PROTECTION

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

UNION PACIFIC RAILROAD

FRAME PROTECTION DETAILS

OFFICE OF CHIEF ENGINEER DESIGN

DATE: 3-31-98

SHEET 2 OF 2

EXHIBIT G

To Construction & Maintenance Agreement

Cover Sheet for the Form of Right of Entry Agreement

UPRR Folder No. 2702-64

UPRR Audit No.: _____

RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of the ___ day of _____, 200__, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation (hereinafter "Railroad) and **STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION** (hereinafter "Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

ARTICLE 1 - DEFINITION OF LICENSEE

For purposes of this Agreement, all references in this Agreement to Licensee shall include Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

ARTICLE 2 - RIGHT GRANTED; PURPOSE

Railroad hereby grants to Licensee the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the portion of Railroad's property located at or near Mile Post _____, on Railroad's _____ located at or near _____, California, for the purpose of performing work relating to _____ (the "Work"), is in the general location shown on the Railroad Location Print marked **Exhibit A**, attached hereto and hereby made a part hereof. The right herein granted to Licensee is limited to those portions of Railroad's property specifically described herein, or designated by the Railroad representative named in Article 4.

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B, C, D AND E

The Terms and Conditions contained in **Exhibit B**, the Insurance Provisions contained in **Exhibit C**, the Minimum Safety Requirements contained in **Exhibit D** and the Contractor's Endorsement marked **Exhibit E**, each attached hereto, are hereby made a part of this Agreement.

ARTICLE 4 - ALL EXPENSES TO BE BORNE BY LICENSEE; RAILROAD REPRESENTATIVE

A. Licensee shall bear any and all costs and expenses associated with any work performed by Licensee, or any costs or expenses incurred by Railroad relating to this Agreement.

B. Licensee shall coordinate all of its work with the following Railroad representatives or his or her duly authorized representatives (the "Railroad Representative"):

_____	_____
Name & Address of MTM	*Name & Address of MSM*

C. Licensee, at its own expense, shall adequately police and supervise all Work to be performed by Licensee and shall ensure that such Work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Licensee for safe conduct and adequate policing and supervision of Licensee's work shall not be lessened or otherwise affected by Railroad's approval of the plans and specifications involving the Work, or by Railroad's collaboration in performance of any of the Work, or by the presence at the work site of a Railroad Representative, or by compliance by Licensee with any requests or recommendations made by the Railroad Representative.

ARTICLE 5 - TERM; TERMINATION

A. The grant of right herein made to Licensee shall commence on the date of this Agreement, and continue until _____, unless sooner
(Expiration Date)
terminated as herein provided, or at such time as Licensee has completed its Work on Railroad's property, whichever is earlier. Licensee agrees to notify the Railroad Representative in writing when it has completed its Work on Railroad's property.

B. Railroad may terminate this Agreement if it reasonably determines in good faith that Licensee has failed to comply with any of the material terms and conditions of this Agreement and has not cured such failure within ten (10) days after receiving notice (oral or written) from Railroad describing such failure in reasonable detail.

ARTICLE 6 - INSURANCE - CONTRACTOR ENDORSEMENT

A. Licensee is self-insured. Licensee shall provide Railroad defense and indemnification at least equal to the defense, indemnification and insurance provisions (including the endorsements) contained in **Exhibit C**. Nothing herein shall be deemed to insure Railroad against its sole negligence or willful misconduct.

B. In the event any of the Work to be done upon the property of Railroad is to be done by a contractor or subcontractor of Licensee, said contractor or subcontractor may have the benefit of the license herein granted, while performing work for Licensee, provided such contractor or subcontractor agrees to be subject to and bound by the terms and conditions of this Agreement by: (1) executing an endorsement to this Agreement in the form set forth in Contractor's Endorsement marked **Exhibit E**, attached hereto, (2) providing to Railroad the insurance policies, certificates, binders, and/or endorsements described in

SAMPLE

Exhibit C, and (3) providing to Railroad the insurance endorsements required under Section 12 of **Exhibit B** of this Agreement.

C. All insurance correspondence, certificates, endorsements, binders or originals shall be sent to:

Union Pacific Railroad Company
Real Estate Department
1400 Douglas Street, Mail Stop 1690
Omaha, Nebraska 68179-1690
Attn: Senior Manager Contracts
Folder No.: _____

ARTICLE 7 - CHOICE OF FORUM

Unless otherwise preempted by applicable federal laws, rules or regulations, this Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Litigation arising out of or connected with this Agreement may be instituted and maintained in the courts of the State of California only, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation, in those courts, and consent to service of process issued by such courts.

ARTICLE 8 - REMOVAL OF CONTRACTOR/SUBCONTRACTOR EMPLOYEE

At the request of Railroad, Licensee shall remove from Railroad property any contractor, subcontractor, officer, agent and/or employee of Licensee who fails to conform to the instructions of the Railroad Representative in connection with the Work on Railroad's property, and any right of Licensee shall be suspended until such removal has occurred. Licensee shall indemnify Railroad against any claims arising from the removal of any such contractor, subcontractor, officer, agent and/or employee from Railroad property.

ARTICLE 9 - ADMINISTRATIVE FEE

Upon the execution and delivery of this Agreement, Licensee shall pay to Railroad **Five Hundred Dollars ($500.00)** as reimbursement for clerical, administrative and handling expenses in connection with the processing of this Agreement.

ARTICLE 10 - SPECIAL PROVISIONS

A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Licensee without the prior written permission of Railroad.

B. Explosives or other highly flammable substances shall not be stored on Railroad property without the prior written approval of the Railroad Representative.

C. The parties agree that this agreement is not, and is not intended to be, a construction contract for purposes of Cal. Civ. Code § 2782(a). Accordingly, to the maximum extent permitted by law, the provisions of Cal. Civ. Code § 2782(a), as interpreted by the California courts in Southern Pacific Transportation Co. v.

Sandyland Protective Association, 224 Cal.App.3d 1494, 274 Cal.Rptr. 626 (1990), and in other past and future cases, shall not apply to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID #94-6001323)

By: _____
PAUL G. FARRELL
Senior Manager Contracts

STATE OF CALIFORNIA,
DEPARTMENT OF TRANSPORTATION

By: _____

Title: _____

SAMPLE

EXHIBIT A

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Railroad Location Print.

EXHIBIT B

TERMS & CONDITIONS

TO CALTRANS RIGHT OF ENTRY AGREEMENT

Section 1. NOTICE OF COMMENCEMENT OF WORK - FLAGGING.

a. Licensee agrees to notify the Railroad Representative at least ten (10) working days in advance of Licensee commencing its Work and at least ten (10) working days in advance of proposed performance of any Work by Licensee in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No Work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such 10-day notice, the Railroad Representative will determine and inform Licensee whether a flagman need be present and whether Licensee need implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, such services will be provided at Licensee's expense with the understanding that if Railroad provides any flagging or other services, Licensee shall not be relieved of any of its responsibilities or liabilities set forth herein. Licensee shall promptly pay to Railroad all charges connected with such services within 30 days after presentation of a bill therefore.

b. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight hour day for the class of persons used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the Work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health & welfare, supplemental sickness, Railroad Retirement & UC, supplemental pension, Employee's Liability & Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee shall pay on the basis of the new rates and charges.

c. Reimbursement to Railroad will be required covering the full eight hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though the Licensee may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days-notice must then be given to Railroad if flagging services are needed again after such five (5) day cessation notice has been given to Railroad.

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

a. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be reasonably done at any time or times by Railroad without liability to Licensee or to any other party for compensation or damages.

b. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH OPERATION OF RAILROAD AND ITS TENANTS.

a. Licensee shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including, without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be

done by Licensee at any time that would in any manner impair the safety of such operations. When not in use, Licensee's machinery and materials shall be kept at least fifty (50) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroad's tracks except at existing open public crossings.

b. Operations of Railroad and work performed by Railroad personnel and delays in the work to be performed by Licensee caused by such railroad operations and work are expected by Licensee, and Licensee agrees that Railroad shall have no liability to Licensee, or any other person or entity for any such delays. Licensee shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any work to be performed by Licensee.

Section 4. LIENS.

Licensee shall pay in full all persons who perform labor or provide materials for the work to be performed by Licensee. Licensee shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such work performed. Licensee shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

a. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Licensee shall telephone Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, and shall commence no work on the right of way until all such protection or relocation has been accomplished.

b. In addition to other indemnity provisions in this Agreement, Licensee shall, pursuant to Cal. Gov. Code §14662.5, indemnify and hold Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of Licensee, its contractor, agents and/or employees, that proximately causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and/or (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractors, agents and/or employees, on Railroad's property. Licensee shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the work covered by this Agreement, Licensee shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work, including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

a. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Licensee. Licensee shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Licensee shall at a minimum comply with Railroad's safety standards listed in **Exhibit D**, hereto attached, to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Railroad if Licensee determines that any of Railroad's safety standards are contrary to good safety practices. Licensee shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.

b. Without limitation of the provisions of paragraph A above, Licensee shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

c. Licensee shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Licensee shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Licensee shall have a nondelegable duty to control its employees while they are on the

job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.

d. If and when requested by Railroad, Licensee shall deliver to Railroad a copy of Railroad's safety plan for conducting the work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Licensee to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

Section 8. INDEMNITY.

a. To the extent not prohibited by Cal. Gov. Code §14662.5, Licensee shall indemnify, defend and hold harmless Railroad, its affiliates, and its and their officers, agents and employees ("Indemnified Parties") from and against any and all loss, damage, injury, liability, claim, demand, cost or expense (including, without limitation, attorney's, consultant's and expert's fees, and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, any Indemnified Party, Licensee, or any employee of Licensee or of any Indemnified Party) arising out of or in any manner connected with (i) any Work performed by Licensee, or (ii) any act or omission of Licensee, its officers, agents or employees, or (iii) any breach of this agreement by Licensee.

b. To the extent not prohibited by Cal. Gov. Code §14662.5, the right to indemnity under this Section 8 shall accrue upon occurrence of the event giving rise to the Loss, and shall apply regardless of any negligence or strict liability of any Indemnified Party, except where the Loss is caused by the sole active negligence or willful misconduct of an Indemnified Party as established by the final judgment of a court of competent jurisdiction. The sole active negligence or willful misconduct of any Indemnified Party shall not bar the recovery of any other Indemnified Party.

c. To the extent not prohibited by Cal. Gov. Code §14662.5, Licensee expressly and specifically assumes potential liability under this Section 8 for claims or actions brought by Licensee's own employees. Licensee waives any immunity it may have under worker's compensation or industrial insurance acts to indemnify Railroad under this Section 8. Licensee acknowledges that this waiver was mutually negotiated by the parties hereto.

d. To the extent not prohibited by Cal. Gov. Code §14662.5, no court or jury findings in any employee's suit pursuant to any worker's compensation act or the Federal Employer's Liability Act against a party to this Agreement may be relied upon or used by Licensee in any attempt to assert liability against Railroad.

e. The provisions of this Section 8 shall survive the completion of any Work performed by Licensee or the termination or expiration of this Agreement. To the extent not prohibited by Cal. Gov. Code §14662.5, in no event shall this Section 8 or any other provision of this Agreement be deemed to limit any liability Licensee may have to any Indemnified Party by statute or under common law.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Licensee to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the Work to be performed by Licensee, then in that event Licensee shall, as soon as possible and at Licensee's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Licensee shall remove all of Licensee's tools, equipment and materials from Railroad's property promptly upon completion of the Work, restoring Railroad's property to the same state and condition as when Licensee entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this Agreement shall be effective unless made in writing and signed by Licensee and Railroad. This Agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Licensee and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by Licensee.

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this Agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" in the subcontractor's Commercial General Liability policy and Business Automobile policies with respect to all liabilities arising out of the subcontractor's performance of work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

EXHIBIT C

INSURANCE PROVISIONS

TO CALTRANS RIGHT OF ENTRY AGREEMENT

Contractor shall, at its sole cost and expense, procure and maintain during the course of the Project and until all Project work on Railroad's property has been completed and Contractor has removed all equipment and materials from Railroad's property and has cleaned and restored Railroad's property to Railroad's satisfaction, the following insurance coverage:

A. **Commercial General Liability Insurance**. Commercial general liability (CGL) with a limit of not less than $5,000,000 each occurrence and an aggregate limit of not less than $10,000,000. CGL Insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

B. **Business Automobile Coverage Insurance**. Business auto coverage written on ISO form CA 00 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less $5,000,000 for each accident.

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

C. **Workers' Compensation And Employers' Liability Insurance**. Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the State of California.
- Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 disease policy limit $500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy must contain the following endorsement, which must be stated on the certificate of insurance:

- Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

D. **Railroad Protective Liability Insurance**. Contractor must maintain Railroad Protective Liability insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than $2,000,000 per occurrence and an aggregate of $6,000,000. A binder stating the policy is in place must be submitted to Railroad before the work may be commenced and until the original policy is forwarded to Railroad.

E. **Umbrella Or Excess Insurance**. If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

F. **Pollution Liability Insurance**. Pollution liability coverage must be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least $5,000,000 per occurrence and an aggregate limit of $10,000,000.

If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the

disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of $1,000,000 per loss, and an annual aggregate of $2,000,000.

Other Requirements

G. All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Contractor's liability under the indemnity provisions of this Agreement.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless the law governing this Agreement prohibits all punitive damages that might arise under this Agreement.

I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees. This waiver must be stated on the certificate of insurance.

J. Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.

K. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the State of California.

L. The fact that insurance is obtained by Contractor or by Railroad on behalf of 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 from Contractor or any third party will not be limited by the amount of the required insurance coverage.

EXHIBIT D

MINIMUM SAFETY REQUIREMENTS

TO CALTRAN'S RIGHT OF ENTRY AGREEMENT

The term "employees" as used herein refer to all employees of Licensee as well as all employees of any subcontractor or agent of Licensee.

I. Clothing

A. All employees of Licensee will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Licensee's employees must wear:

(i) Waist-length shirts with sleeves.
(ii) Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
(iii) Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.

B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.

C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

II. Personal Protective Equipment

Licensee shall require its employees to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

(i) Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Licensee's company logo or name.
(ii) Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
(iii) Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:

- 100 feet of a locomotive or roadway/work equipment
- 15 feet of power operated tools
- 150 feet of jet blowers or pile drivers
- 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)

(iv) Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

III. On Track Safety

Licensee is responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49 CFR 214, Subpart C and Railroad's On-Track Safety Rules. Under 49 CFR 214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

(i) Maintain a distance of twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.
(ii) Wear an orange, reflectorized workwear approved by the Railroad Representative.
(iii) Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Licensee must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Licensee will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

IV. Equipment

A. It is the responsibility of Licensee to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Licensee's equipment is unsafe for use, Licensee shall remove such equipment from the

Railroad's property. In addition, Licensee must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:

- Familiar and comply with Railroad's rules on lockout/tagout of equipment.
- Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
- Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other railbound equipment.

B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.

C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.

D.7 Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

V. General Safety Requirements

A. Licensee shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.

B. Licensee shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.

C. All track work performed by Licensee meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49 CFR 213.

D. All employees comply with the following safety procedures when working around any railroad track:

(i) Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
(ii) Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
(iii) In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment of the opening is less than one car length (50 feet).
(iv) Avoid walking or standing on a track unless so authorized by the employee in charge.
(v) Before stepping over or crossing tracks, look in both directions first.
(vi) Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.

E. All employees must comply with all federal and state regulations concerning workplace safety.

EXHIBIT E

CONTRACTOR'S ENDORSEMENT

TO CALTRANS RIGHT OF ENTRY AGREEMENT

A. As a condition to entering upon the Railroad's right-of-way to perform Work pursuant to this agreement, State's contractor, _____
(Name of Contractor)
whose address is _____
(Contractor's Mailing Address)
(hereinafter "Contractor"), agrees to comply with and be bound by all the terms and provisions of the attached Caltrans Right of Entry Agreement that was signed by Union Pacific Railroad Company ("Railroad") and the State of California, Department of Transportation ("State") relating to the Work to be performed in connection with State's Project No. _____ covering work in _____ County, California, and the insurance requirements set forth in **Exhibit C** of the Right of Entry Agreement. The Contractor further acknowledges and agrees that the reference to Cal. Gov. Code §14662.5 in Sections 5.b) and 8.b) of **Exhibit B** to the Right of Entry Agreement does not apply to the Contractor and in no way limits the indemnities set forth in those provisions, to which the Contractor agrees to be bound.

B. Before the Contractor commences any Work, the Contractor will provide the Railroad with (i) a binder of insurance for the Railroad Protective Liability Insurance described in Section 13-2 of the Contract Special Provisions, hereto attached, and the original policy, or a certified duplicate original policy when available, and (ii) a certificate issued by its insurance carrier providing the other insurance coverage and endorsements required pursuant to Section 13-2 of the Contract Special Provisions.

C. All insurance correspondence, binders or originals shall be directed to:

Union Pacific Railroad Company
Real Estate Department
1400 Douglas Street, Mail Stop 1690
Omaha, Nebraska 68179-1690
Folder No. _____

D. **Please note that fiber optic cable may be buried on the Railroad's property. Prior to commencing any work, the Contractor agrees to contact the Railroad's Telecommunications Operation Center as provided in Section 5 of Exhibit B of the Right of Entry Agreement to determine if any fiber optic cable is located on the Railroad's property on or near the location where the work is to be performed. If there is, the Contractor must comply with the terms and conditions of Section 5 of Exhibit B before commencing any work on the Railroad's property.**

E. **The Contractor agrees to also provide to:**

_____
Name & Address of MTM

the advance notice required in Section 1 of **Exhibit B** of the Right of Entry Agreement prior to working on the Railroad's property in order for the Railroad to coordinate the Contractor's work with the Railroad's operations and to make arrangements for flagging protection (if applicable).

This endorsement shall be completed and sent to the person named in Paragraph C above.

_____
(Name of Contractor)

By_____

Title:_____

Date:_____

EXHIBIT H

To Construction & Maintenance Agreement

Cover Sheet for the Form of Easement Deed

Space Above This Line for Recorder's Use

UPRR Folder _____

EASEMENT DEED

District	County	Route	Postmile	Number
08	SBD	215	3.9	22064

UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (hereinafter, "GRANTOR"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants to the STATE OF CALIFORNIA, Department of Transportation, a public agency, its successors and assigns (hereinafter, "STATE") (subject to the reservations, covenants, terms and conditions hereof), a non-exclusive easement (hereinafter "Easement") for the purpose of constructing, reconstructing, upgrading, replacing, removing, inspecting, maintaining, repairing and operating an overhead bridge and highway only for use as a public crossing for I-215 along with all necessary supporting columns, footings and appurtenances thereon (hereinafter collectively, "Structure") near the City of Colton, in San Bernandino County, California, over and across GRANTOR's railroad tracks and that certain real property described in **Exhibit A**, attached hereto and hereby made a part hereof (hereinafter the "Property"), at GRANTOR's Mileposts 540.50 and 540.54 on GRANTOR's Yuma Subdivision.

This conveyance is made for the purpose of widening an existing highway overpass and GRANTOR hereby releases and relinquishes to the STATE any and all rights of access directly to and from the Structure from and to GRANTOR's property.

GRANTOR acknowledges that the Structure and its use as a public crossing in accordance with this Easement Deed and the C & M Agreement (as defined below) are compatible with railroad operations, within the meaning of California Code of Civil Procedure section 1240.510, so long as they do not impede railroad operations, create an undue safety risk, or interfere with GRANTOR's common carrier obligations as regulated by the Surface Transportation Board or by any successor agency.

GRANTOR further grants to STATE the non-exclusive right of ingress to and egress from the Property over and across GRANTOR's other property, subject to advance notification and coordination with GRANTOR to ensure safety and the compatibility of GRANTOR's other property for such ingress and egress (which coordination by GRANTOR shall not be unreasonably withheld), and provided further that such right of ingress and egress shall be in accordance with the terms and provisions of the parties' separate Construction and Maintenance Agreement dated _____, 20___, and as thereafter amended by mutual agreement, and known in GRANTOR's records as part of Real Estate Folder Number 2702-64 (the "C & M Agreement").

RESERVING unto GRANTOR, its successors and assigns all rights in and to the Property and all uses of the Property that are not inconsistent with STATE's use and enjoyment of the Easement, including, but not limited to the following:

(1) All rights in and to airspace at an elevation higher than a plane parallel with and thirty (30) feet above the roadway surface of the Structure as originally constructed.

(2) The right to construct, reconstruct, upgrade, place, replace, remove, inspect, maintain, repair, alter, renew, improve and operate pipelines, utility lines, track, railroad facilities and communication lines above, below and on the surface of the Property. Railroad reserves and shall have the exclusive right to grant such rights to third parties. Communication lines shall include, without limitation, transmission by conduit, fiber optics, cable, wire or other means of electricity, voice data, video, digitized information, or other materials or information.

(3) All rights as may be required to investigate and remediate environmental contamination and hazards affecting the Property.

(4) All oil, oil rights, minerals, mineral rights, natural gas, natural gas rights, and other hydrocarbons by whatsoever name known that may be within the Property together with the perpetual right of drilling, mining, exploring and operating therefor and removing the same from the Property, including the right to whipstock or directionally drill and mine from lands other than the Property hereinbefore described, oil or gas wells, tunnels and shafts into, through or across the subsurface of the Property, and to bottom such whipstocked or directionally drilled wells, tunnels and shafts under and beneath or beyond the exterior limits thereof, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells, or mines, without, however, the right to drill, mine, explore and operate through the surface or the upper one hundred (100) feet of the subsurface of the Property or otherwise in such manner as to endanger the safety of any Structure that may be constructed on the Property.

This Easement is SUBJECT and SUBORDINATE to the following:

(1) The terms and conditions of the C & M Agreement.

(2) All prior and outstanding licenses, leases, easements, restrictions, conditions, covenants, liens and claims of title which may affect the Property, whether recorded or both unrecorded and known by Grantor, including, but not limited to, all easements for petroleum and/or hydrocarbon pipelines (including, but not limited to, those owned by SFPP, L.P., and/or its successors or assigns), and easements and licenses for telephone, electric and fiber optic lines (collectively "Prior Rights"), and, if applicable, further subject to the provisions in **Exhibit B**, attached hereto and hereby made a part hereof. The word "grant" as used in this Easement shall not be construed as a covenant against the existence of any Prior Rights affecting the Property.

(3) The continuing right and obligation of GRANTOR, its successors and assigns, to use the Property in the performance of its duties as a common carrier, including, but not limited to, the right to construct, reconstruct, maintain and operate existing or any additional railroad tracks, facilities and appurtenances thereto in, upon, over, along and across the Property in such manner as may be consistent with STATE's use and enjoyment of the easement herein granted; ***provided, further that in the event the Property is transferred to a non-transportation entity, such transferee's use of the Property shall be subject to the following limitations and conditions***:

(a) No use may be made of the Property which would impair the full use and safety of the Structure, or would otherwise interfere with the free flow of traffic thereon or would unreasonably impair the maintenance thereof.

(b) No use may be made of the Property for the manufacture or storage of flammable, volatile, explosive or corrosive substances, and such substances shall not be brought onto said land except in such quantities as are normally required for the maintenance

operations of occupants of said land and except as may be transported by rail or pipelines. Installation of any pipelines by a non-railroad or other non-transportation entity, or pipelines not otherwise subject to Federal and/or State regulations and safety standards, carrying volatile substances shall have the written approval of the STATE as to the safety and compatibility with the Easement and such discretion shall not be exercised in a capricious or arbitrary manner. The use of any such substances shall be in conformance with all applicable code requirements.

(c) No hazardous or unreasonably objectionable smoke, fumes, vapors, dust or odors shall be permitted, which would adversely affect the use or maintenance of said Structure or the traveling public thereon.

(d) No building of combustible construction shall hereafter be constructed on the Property. The STATE shall be given the opportunity to review and approve plans for any construction within the Property sixty (60) days prior to said construction. No buildings, no permanent structures, and no advertising displays, may be constructed within eight (8) feet of the undersides nor within fifteen (15) feet (measured horizontally) of the sides of the Structure without the express written approval of the STATE. The STATE shall have the discretion to determine whether such proposed construction will be inimical to or incompatible with the full enjoyment of the public rights in the Easement or against the public interest, but such discretion shall not be exercised in a capricious or arbitrary manner.

If the Easement, or any portion thereof, shall cease to be needed for public crossing purposes, then the STATE shall vacate such portion(s) of the Easement in accordance with any and all applicable State and Federal laws. In addition, STATE, at STATE's sole expense, shall demolish and remove the Structure in accordance with the then current standards of GRANTOR, including, but not limited to engineering, land use and railroad operating standards, and with the terms and provisions of the C & M Agreement.

Consideration for this grant includes compensation for damages to the value of the remainder of GRANTOR's property, if any, caused by the existence of the Easement herein granted and/or by the construction or maintenance of the Structure. GRANTOR hereby waives any additional claim for such damages to the value of the remainder, if any. This waiver shall not apply to compensation for any physical damages to GRANTOR's remaining property, if any, caused by STATE.

In WITNESS WHEREOF, GRANTOR has caused its corporate name to be hereunder subscribed and its corporate seal to be affixed hereto, this _____ day of _____, 20_____.

Attest:

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

_____
Assistant Secretary

By_____
Printed Name:_____
Title: _____

ACKNOWLEDGMENT

STATE OF NEBRASKA
) ss
COUNTY OF DOUGLAS)

On this _____ day of _____, 20_____, before me, a Notary Public in and for said County and State, personally appeared _____ and _____ who are the _____ and the Assistant Secretary, respectively, of Union Pacific Railroad Company, a Delaware corporation, and who are personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to in the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public

(Notary Seal)

THIS IS TO CERTIFY, That the State of California, acting by and through the Department of Transportation (pursuant to Government Code Section 27281), hereby accepts for public purposes the easement described in the within easement deed and consents to the recordation thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 20____.

_____
Director of Transportation

By: _____
Attorney in Fact

Exhibit A
To
Easement Deed

Property Description

Exhibit B
To
Easement Deed

Provisions of Prior Rights

STATE shall be responsible to GRANTOR and to SFPP, L.P., and/or its successors and assigns as the lawful holder of Prior Rights (as defined hereinbefore) for (1) damages caused by any interference with an existing facility maintained pursuant to such Prior Rights and, (2) when conducting excavation, installation or construction activities within ten (10) feet of such an existing facility, for the reasonable cost of any reasonably necessary protection measures taken by SFPP, L.P., and/or its successors and assigns, as a result of or arising out of STATE's use of the easement granted herein (including, without limitation, inspection and monitoring of STATE's activities).

Notwithstanding anything to the contrary in the foregoing, STATE shall not be responsible to SFPP, L.P., and/or its successors and assigns relating to initially locating its facility(ies). In addition, STATE shall not be responsible to SFPP, L.P., and/or its successors and assigns for costs otherwise relating to locating or potholing the holder's facility, or for the cost of protection measures (including, without limitation, inspection and monitoring of STATE's activities), except where STATE is conducting excavation, installation or construction activities within ten (10) feet of a facility owned by SFPP, L.P., and/or its successors and assigns. SFPP, L.P., and/or its successors or assigns, shall be an express third-party beneficiary of this provision in any location where SFPP, L.P., and/or its successors or assigns, owns or operates pipeline facilities pursuant to Prior Rights that are subject to this provision and, accordingly, may enforce this provision directly against STATE.

Governments SANBAG Working Together

San Bernardino Associated Governments

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 22

Date: May 1, 2013

Subject: Bylaws Ad Hoc Committee Proposed Amended Bylaws

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

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

Background: This item was discussed at the April 11, 2013, Board meeting, and pursuant to direction of the Board, this item is on the May Board meeting agenda for further discussion of the proposed Bylaws changes.

The SANBAG Bylaws have been in effect since December 3, 1975, and have never been amended. As may be expected, after almost thirty-eight years the Bylaws are out of date and do not reflect the new responsibilities undertaken by SANBAG in the ensuing decades. Additionally, in a number of areas the Bylaws are inconsistent with SANBAG's current organization, duties and operational practices. Accordingly, Board President Janice Rutherford appointed a Bylaws

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC		CTA		SAFE		CMA	

Check all that apply.

BRD1305b-et

http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2013/brd1305/AgendaItems/BRD1305b1-et.docx
http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2013/brd1305/AgendaItems/BRD1305b2-et.docx
http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2013/brd1305/AgendaItems/BRD1305b3-et.docx

Ad Hoc Committee to study the Bylaws and make recommendations to the Board on necessary or desirable Bylaws amendments.

After much research and discussion, several meetings and several drafts, the Bylaws Ad Hoc Committee, consisting of Chair Rhodes (Dusty) Rigsby, Mayor Patrick Morris, Councilmember Mike Leonard and Mayor Larry McCallon, has approved the attached Amended Bylaws and recommends the Board adopt these Amended Bylaws at the earliest date possible.

This report addresses the scope of the Bylaws, the governing principles adhered to by the Committee in recommending changes to the Bylaws, key provisions of the proposed Bylaws amendments, the procedural requirements for amending the Bylaws, and comments received from other Board members on the proposed Bylaws amendments. Finally, the report briefly discusses a proposal for addressing certain legal compliance issues raised during the Bylaws review process.

Scope of Bylaws.

San Bernardino Associated Governments (SANBAG) was formed in 1973 when the County of San Bernardino and initially several cities in San Bernardino County approved a Joint Exercise of Powers Agreement, thereby creating SANBAG, the Joint Exercise of Powers Authority (JPA). SANBAG was formed for several purposes. These purposes include serving as a county-wide planning entity to exchange planning information, studying and making recommendations on sub regional problems, and to act upon any matter consistent with the law. To guide the operations and governance of SANBAG, the SANBAG Board adopted the SANBAG Bylaws on December 3, 1975. The Bylaws were modeled after the Southern California Association of Governments (SCAG) bylaws then in place. Since 1975, SCAG's bylaws have been amended 32 times. During that same period SANBAG's Bylaws have never been amended.

In 1976, after the Legislature formulated the mechanism of county transportation commissions through which federal and state transportation and transit funds would be channeled, the Legislature specifically designated SANBAG as the San Bernardino County Transportation Commission. With the designation as a county transportation commission comes a robust state statutory scheme that dictates many aspects of the governance and operations of the commission. A number of these state law requirements conflict with the JPA and SANBAG's Bylaws.

Then in 1989, by minute action the San Bernardino County Board of Supervisors designated SANBAG as the San Bernardino County Transportation Authority,

enabling the county to take part in a statutory framework for proposing a special sales tax to the voters with expenditure of such revenues limited to transportation and transit uses. Again, with this designation came additional state law requirements governing transportation authorities, and again, a number of which conflicted with SANBAG's JPA and Bylaws.

While the SANBAG Board also serves as the Board of the Congestion Management Agency (CMA) for San Bernardino County and the Service Authority for Freeway Emergencies (SAFE) in San Bernardino County, no conflicts between SANBAG's Bylaws and JPA and the statutes governing the CMA and SAFE are apparent.

As discussed above, SANBAG is the San Bernardino County Transportation Authority and the San Bernardino County Transportation Commission. However, the Bylaws apply only to the governance and organization of SANBAG, the Joint Powers Authority. In other words the Bylaws are relevant only when the Board is acting on behalf of the JPA—primarily performing Council of Government (COG) functions. The Bylaws govern neither the San Bernardino County Transportation Authority (Measure I) nor the San Bernardino County Transportation Commission.

The Bylaws must be consistent with the terms of the Joint Exercise of Powers Agreement. Although there were a number of other changes to the Bylaws that would have been desirable to make the JPA's governance and organizational requirements consistent with the Authority's and Commission's statutory schemes, the inconsistency of those changes with the Joint Exercise of Powers Agreement precluded the Ad Hoc Committee from including those changes in the proposed amended Bylaws.

Governing Principles.

The changes being proposed are not a major re-write of the Bylaws. Rather the changes are surgical in addressing only those changes that are necessary or desirable under the current environment and circumstances. When commencing its review of the Bylaws, the Bylaws Ad Hoc Committee agreed to the following principles to guide any Bylaws changes to be proposed by the Committee.

- Modernize to reflect SANBAG's multiplicity of roles, current practices and County-wide changing population distribution; and to make gender neutral.
- Simplify to permit specific details such as meeting times, dates, frequency, etc. to be addressed in Rules of Procedure or other means.

- Remain consistent with SANBAG JPA requirements.
- Achieve uniformity with state law governing SANBAG's Commission and Authority roles to extent feasible.

Proposed Amended Bylaws.

The key proposed Bylaws amendments recommended by the Ad Hoc Committee include:

- Gender neutrality of language (throughout)
- Addition of reference to "towns" (throughout)
- Removal of Secretary-Treasurer duties from Executive Director functions (Article VI)
- Assignment of Secretary duties to Clerk of the Board and Treasurer duties to Chief Financial Officer (Article V, A)
- Flexibility to set meeting dates and times, and to introduce budget (Article IV, C)
- New Article re: General Counsel appointment and duties (Article VII)
- Ability of Board to appoint other officers deemed necessary (Article IV, B)
- Nominating committees for President/Vice President offices (Article V, B)
- Change to rotation of Presidency and Vice Presidency with the intent to distribute opportunities to hold these offices in accordance with present population distribution in incorporated areas. With this change the Presidency would rotate from the County, to Mountain Desert subarea, to West Valley subarea, to East Valley subarea, and so on. The Vice President would succeed to the Presidency in the same order of rotation, that is when the President is from the County, the Vice-President is from the Mountain Desert subarea, etc. (Article V, B and C)
- Annual Bylaws review (Article XI)
- Shorten Bylaws amendment adoption process (Article XI)

Bylaws Amendment Procedures.

Article X of the current Bylaws provides the following procedure for amending the Bylaws:

> "Amendments to these Bylaws may be proposed by an official representative on the Board of Directors. Amendment shall be submitted to the Board of Directors at least 45 days prior to the regular meeting.

Each proposed amendment shall be considered by the Board of Directors at least 30 days prior to the meeting at which such proposed amendment will be voted upon."

Consistent with the terms of the current Bylaws, these proposed amended Bylaws were provided to the Board for review February 14, 2013, at least forty-five days prior to this regular Board meeting of April 3, 2013. The proposed amended Bylaws, with any Board proposed modifications, will then be placed on the June 5, 2013, Board agenda with a recommendation for final adoption by the Board.

In order to facilitate an annual schedule of Bylaws reviews, one of the proposed amendments includes a process for amending Bylaws akin to the process for adopting ordinances. This amended process could result in adoption of a Bylaws amendment in as little as six weeks.

April 11, 2013 Board Meeting Bylaws Discussion

When these proposed Bylaws were discussed at the April 11, 2013, Board meeting Board member McCallon and Board President Rutherford proposed a change to Article V, Section B to provide that newly appointed officers would commence their terms in office at the next regular Board meeting after their appointments. The Board concurred with the change. The draft proposed Bylaws attached, dated April 22, 2013, include that change.

During the discussion of the proposed amended Bylaws, Board members raised a variety of issues including but not limited to: the proposed four year rotation cycle of the Board Presidency between the Mountain Desert subarea, West Valley subarea, East Valley subarea and the County (Article V, Section B); the proposed nominating committee structure (Article V, Section B); and consideration of a two-year term for the Board President.

Additionally, other comments received from Board members are summarized on Attachment A to this staff report. Copies of any additional comments received regarding the proposed Bylaws will be provided to the Board upon receipt.

The Board requested this item be placed on the May Board agenda to provide an opportunity for the Board to further discuss these proposed changes and other Board suggested changes to the Bylaws.

Related Legal Compliance Issues.

As noted above, the JPA and Bylaws, and the Public Utilities Code sections governing county transportation commissions and county transportation authorities (Public Utilities Code) are inconsistent in a number of important respects. Such inconsistencies include minimum affirmative votes required to take action (JPA as few as eight (8), Commission and Authority 15), thresholds at which competitive bidding is required, and so on. In order to determine what these differences are, one must read the Public Utilities Code and compare the statutes to the JPA, Bylaws and SANBAG Policies.

During the April 11, 2013, Board Meeting Board Member Robertson requested further explanation regarding these legal compliance issues. Attachment B to this staff report provides a comparison of some of the organizational and governance provisions of the JPA and the Public Utilities Code. Because certain of these provisions do conflict, it is legally important that SANBAG make clear in which capacity it is acting when it enters contracts, or takes actions with legal significance. By specifying in which capacity SANBAG is acting, then it becomes apparent which organizational and governance provisions SANBAG must comply with in taking such action. For example, a contract let by SANBAG the JPA requires an affirmative vote of only majority of the members present to approve the contract, but a contract let by SANBAG acting as the San Bernardino County Transportation Commission requires a majority of the members of the Board and may be subject to a "split house" vote.

The Bylaws Ad Hoc Committee recommends these various requirements be summarized, harmonized to the extent practicable, and documented in an Administrative Code as required for transportation commissions and authorities under the Public Utilities Code, and also in rules of procedure governing all five SANBAG entities.

Conclusion.

The Bylaws Ad Hoc Committee recommends the Board approve placing these proposed Amended Bylaws on the June 5, 2013, Board agenda with a recommendation to adopt the amended Bylaws as proposed, and to consider whether to include the changes proposed in the attached Comments.

Financial Impact: This item has no impact on SANBAG's budget.

BRD1305b-et

Reviewed By: This item was reviewed by the Board of Directors on April 11, 2013, who requested this item be continued to the May Board meeting. This item and the proposed amended Bylaws have been reviewed and approved as to legal form by SANBAG's General Counsel.

Responsible Staff: Rhodes (Dusty) Rigsby, Chair Bylaws Ad Hoc Committee; Eileen Monaghan Teichert, General Counsel.

Bylaws, San Bernardino Associated Governments (SANBAG)

Revised
June 5, 2013

Preamble
Article I – Functions
Article II – Definitions
Article III -- Membership & Representation
Article IV -- Board of Directors
Article V -- Officers, Elections & Vacancies
Article VI -- Executive Director
Article VII – General Counsel
Article VIII – Finances
Article IX -- Statutory Authority
Article X – Withdrawal
Article XI – Amendments
Article XII -- Effective Date

PREAMBLE

The San Bernardino Associated Governments is an Association voluntarily established by its members pursuant to a Joint Exercise of Powers Agreement for the purpose of providing a forum for discussion, study and development of recommendations on countywide, subregional and regional problems of mutual interest and concern. It shall be the responsibility of the Association to effect improved intergovernmental cooperation and thereby increase the overall quality of government services.

Article I - Functions

The functions of the Association are:

A. Exchange of planning information. Making available to members plans and planning studies, completed or proposed by local governments or those of State or Federal agencies which would affect local governments.

B. Study of sub-regional problems. Identification and study of problems requiring planning by more than one governmental entity within the collective area of its membership and the making of appropriate policy or action recommendations.

C. Review and/or develop governmental proposals. Review and/or develop proposals creating agencies of regional scope and the making of appropriate policy or action recommendations concerning the need for such units or agencies.

D. Consider questions of mutual interest and concern to members of the Association and develop policy and action recommendations of an advisory nature only.

E. Act upon any matter to the extent and in the manner required, permitted or authorized by joint powers agreements, state or federal law or the regulations adopted pursuant to any such law.

F. Provide oversight, staffing and other support to the San Bernardino County Transportation Authority, San Bernardino County Transportation Commission, San Bernardino County Service

Authority for Freeway Emergencies, San Bernardino County Congestion Management Agency and such other entities or capacities that the Association has been designated and funded to serve as from time to time pursuant to state or federal law or joint powers agreements.

Article II - Definitions

A. Association. The Association, as used in these Bylaws, means the San Bernardino Associated Governments as established by these Bylaws.

B. Board of Directors. As used in these Bylaws, means the official representatives of the members of the San Bernardino Associated Governments.

C. Official Representative. As used in these Bylaws, means either the Mayor or Councilmember of each member city or town, and the members of the Board of Supervisors of the County of San Bernardino.

D. Alternate. Alternate, as used in these Bylaws when referring to the Board of Directors, shall mean either the Mayor or a Councilmember of each member city or town in the absence of the official representative of that member city or town. The County shall have no alternates to the Board of Directors.

Article III - Membership and Representation

A. Membership.

1. Membership shall be contingent upon the execution of the Joint Exercise of Powers Agreement and the payment by the county, cities and towns of each annual assessment.

2. Any city or town in the area set forth in the Joint Exercise of Powers Agreement may become a member after the initial formation of this Association, provided that all the provisions of this Article III are met by the jurisdiction seeking membership.

3. Special districts which are significantly involved in regional problems and the boundaries of which include territory within the collective area of the membership shall be eligible for advisory membership in the Association. The representatives of any such advisory member may participate in the work of committees of the Association.

B. Representation.

1. Only the official representatives or alternates present shall represent a member on the Board of Directors.

2. The mayor of each city or town shall be either the official representative or alternate for such city or town unless the city or town council specifically designates other members to act as representative and alternate.

3. Names of official representatives and alternates shall be communicated to the Board of Directors by the appointing city, town or county.

4. Official representatives and alternates shall serve until a successor is appointed, except if an official representative or alternate ceases to be a member of the legislative body or mayor of the

city, town or county appointing him/her, in which case his/her seat as an official representative shall be vacant until a successor is appointed.

Article IV - Board of Directors

A. The powers and functions of the Board of Directors, subject to the limitations of Article I, shall include:

1. The making of policy decisions and the determination of policy matters for the Association.

2. Any official representative may, at any meeting of the Board of Directors, propose a subject or subjects for study by the Association. The Board of Directors may determine whether a study will be made of the subject or subjects so proposed.

3. The Board of Directors shall review the proposed budget and assessment schedule submitted by the Executive Director and shall adopt an annual budget and an assessment schedule.

B. Duties

1. The Board of Directors shall conduct the affairs of the Association.

2. The Board of Directors shall have power to transfer funds within the total budget amount in order to meet unanticipated needs or changed situation.

3. The Board of Directors shall have the authority to appoint, fix the salary of, and remove an Executive Director, a General Counsel, and such other officers as the Board deems necessary to carry out the duties and functions of the Association and shall have the authority to create and discontinue positions in the employ of the Association and fix salaries.

4. The Board of Directors shall have the power to appoint committees to study specific problems, programs, or other matters which they have approved for study.

5. Recommendations from committees for policy decisions shall be made to the Board of Directors. The Board shall act upon policy recommendations including policy recommendations from committees.

C. Meetings

1. Regular meetings of the Board of Directors shall be held at such times as shall be designated by the Board. Special meetings of the Board of Directors may be called by the President or a majority of the Board of Directors. Written notice of a special meeting shall be given to the official representatives and alternates in accordance with Government Code section 54956. An agenda specifying the subject of the special meeting shall accompany the notice.

2. At its first meeting of the calendar year or such other meeting determined by the Board of Directors, the Board of Directors shall establish the time and dates of its regular meetings. The meeting location shall be determined the preceding month by the Board of Directors. Other meetings may be called by the Board of Directors for the purpose of determining sub-regional consensus of items of common interest.

3. Association committees shall meet on the call of their chairpersons or as otherwise provided herein.

D. Voting on the Board of Directors shall be conducted in the following manner:

1. A quorum of the Board of Directors shall consist of official representation from a majority of the membership of the Board of Directors, and the Board of Directors shall act only upon a majority vote of the membership present with a quorum in attendance.

2. Each member of the Board of Directors shall have one vote. In the absence of the official representative, the alternate shall be entitled to vote.

3. Voting may be either by voice or roll call vote. A roll call vote shall be conducted upon the demand of five official representatives present, or at the discretion of the presiding officer.

E. Expenses

1. Members of the Board of Directors shall serve without compensation but shall be reimbursed for the actual and necessary expenses incurred by them in the performance of their duties to the extent that reimbursement is not otherwise provided by another public agency.

Article V - Officers, Elections and Vacancies

A. Officers of the Association shall consist of a President, a Vice President, a Secretary and a Treasurer. The President and Vice President shall be selected by the Board of Directors from among its own membership. The Secretary shall be the Clerk of the Board and the Treasurer shall be the Chief Financial Officer of the Association, but they shall have no votes in the Association.

B. Nominating committees consisting of representatives from the subareas and/or the county, that are next in rotation for the Office of President and Office of Vice President, shall nominate representatives from those subareas and/or the county for those offices. Officers shall be appointed annually by the Board of Directors at the last meeting of the Association's fiscal year. New officers shall take office at the next regular Board meeting subsequent to their appointments. The Office of President shall rotate annually in the following order among representatives of the Mountain Desert subarea, West Valley subarea, East Valley subarea and the county. The Vice President shall be a representative of a member in the subarea or of the county that is next in the rotation for the Office of President.

C. A vacancy shall immediately occur in the office of the President or Vice President upon the resignation or death of the Person holding such office or upon his ceasing to be an official representative of a member city, town or county. Upon a vacancy occurring in the office of president or Vice President, the board of Directors shall appoint a President or Vice President, as the case may be, from among its members to serve for the balance of the unexpired term. If the former incumbent was a county representative, the successor shall be a county representative; and if he or she was a city or town representative, the successor shall be a city or town representative from the same subarea as the former incumbent.

D. The President shall be the presiding officer of the Board of Directors. The Vice President shall act in his or her absence.

E. The Secretary shall keep a record of all proceedings and perform the usual duties of such office. The Treasurer shall have custody of all funds, and perform the usual duties of such office

provided however, the Treasurer of San Bernardino County shall maintain in a separate trust account all funds received by the Association.

Article VI - Executive Director

The Executive Director shall be the chief administrative officer of the Association. He or she shall receive such compensation as may be fixed by the Board of Directors. The powers and duties of the Executive Director are:

A. Subject to the authority of the Board of Directors, to administer the affairs of the Association.

B. To appoint, direct and remove all employees of the Association.

C. Annually to prepare and present a proposed budget to the Board of Directors and to control the approved budget.

D. To attend the meetings of the Board of Directors.

E. To perform such other and additional duties as the Board of Directors may require.

Article VII – General Counsel

The General Counsel shall be the chief legal advisor of the Association. He or she shall receive such compensation as may be fixed by the Board of Directors. The powers and duties of the General Counsel are:

A. Subject to the direction of the Board of Directors, to provide legal advice and representation for the Association.

B. To appoint, retain, direct and remove all legal counsel and legal staff of the Association.

C. To attend the meetings of the Board of Directors.

D. To perform such other and additional duties as the Board of Directors may require.

Article VIII - Finances

A. Fiscal Year. The Fiscal Year of the Association shall commence on July 1.

B. Budget Submission and Adoption. The budget of the Association shall be submitted to the Board of Directors by the Executive Director on or before the second to last regular meeting of each fiscal year. The annual budget and assessment schedule shall be adopted by the Board of Directors not later than May 15th of each fiscal year. Notwithstanding any provision of the agreement establishing the Association, any member that cannot pay its assessment therefore because of any applicable law or charter provision or other lack of ability to appropriate or pay the same, may add such assessment to its assessment for the next full fiscal year. The budget for each year shall provide the necessary funds with which to obtain and maintain the requisite liability and worker's compensation insurance to fully protect each of the signatory parties hereto against liabilities reasonably estimated to arise out of Association's own activities, and such insurances shall be so obtained and maintained.

C. Annual Audit. The Board of Directors shall cause an annual audit of the financial affairs of the Association to be made at the end of each fiscal year. The audit report shall be made available to Association members.

D. Indemnification for Tort Liability. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined in Section 895 of said code, the parties hereto as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said code, will each assume the full liability imposed upon it, or any of its officers, agents or employees by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this agreement to the same extent that such liability would be imposed in the absence of Section 895.2 of said code. To achieve the above stated purpose each party indemnifies and holds harmless the other party for any loss, cost or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The rules set forth in Civil Code Section 2778 are hereby made a part of these Bylaws.

E. Notwithstanding the provisions of said Joint Exercise of Powers Agreement by which this Association is formed, no contract, employment, debt, liability or obligation of the Association shall be binding upon or obligate any member of this Association without the express written request or consent of such member and only to the extent so requested or consented to, nor shall the Association have the authority or the power to bind any member by contract, employment, debt, liability, or obligation made or incurred by it without the written request or consent of such member and then only to such extent as so requested or consented to in writing.

Article IX - Statutory Authority

The San Bernardino Associated Governments shall be an agency established by a joint powers agreement among the members pursuant to Title 1, Division 7, Chapter 5, of the Government Code of the State of California and shall have the powers vested in the Association by state or federal law, the Joint Exercise of Powers Agreement, or these Bylaws. The Association shall not have the power of eminent domain, or the power to levy taxes.

Article X - Withdrawal

Any member city, town or county may, at any time, withdraw from the Association providing, however, that the intent to withdraw must be stated in the form of a resolution enacted by the legislative body of the jurisdiction wishing to withdraw. Such resolution of intent to withdraw from the Association must be given to the Executive Director by the withdrawing jurisdiction at least 90 days prior to the effective date of withdrawal. Such withdrawal shall be made prior to May 1 of any year and shall be effective only as of July 1 of the year withdrawal is made.

Article XI - Amendments

The Board of Directors shall review these Bylaws not less than every year. Amendments to these Bylaws may be proposed by an official representative of the Board of Directors. A proposed amendment shall be submitted to the Board of Directors at least 14 days prior to the

regular meeting at which the proposed amendment shall be first introduced. Each proposed amendment shall be considered and voted upon no sooner than the first regular meeting following the introduction of the amendment.

A majority vote of the entire membership of the Board of Directors is required to adopt an amendment to these Bylaws.

Initial adoption of these Bylaws shall follow this same procedure.

Article XII - Effective Date

These Bylaws shall go into effect June 5, 2013.

Bylaws, San Bernardino Associated Governments (SANBAG)

Revised
June 5, 2013

Preamble
Article I – Functions
Article II – Definitions
Article III -- Membership & Representation
Article IV -- Board of Directors
Article V -- Officers, Elections & Vacancies
Article VI -- Executive Director
Article VII – General Counsel
Article VIII – Finances
Article ~~VIII~~X -- Statutory Authority
Article ~~I~~X – Withdrawal
Article XI – Amendments
Article XII -- Effective Date

PREAMBLE

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Article I - Functions

The functions of the Association are:

A. Exchange of planning information. Making available to members plans and planning studies, completed or proposed by local governments or those of State or Federal agencies which would affect local governments.

B. Study of sub-regional problems. Identification and study of problems requiring planning by more than one governmental entity within the collective area of its membership and the making of appropriate policy or action recommendations.

C. Review and/or develop governmental proposals. Review and/or develop proposals creating agencies of regional scope and the making of appropriate policy or action recommendations concerning the need for such units or agencies.

D. Consider questions of mutual interest and concern to ~~county and city~~ members of the Association and develop policy and action recommendations of an advisory nature only.

E. Act upon any matter to the extent and in the manner required, permitted or authorized by joint powers agreements, state or federal law or the regulations adopted pursuant to any such law.

F. Provide oversight, staffing and other support to the San Bernardino County Transportation Authority, San Bernardino County Transportation Commission, San Bernardino County Service

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Authority for Freeway Emergencies, San Bernardino County Congestion Management Agency and such other entities or capacities that the Association has been designated and funded to serve as from time to time pursuant to state or federal law or joint powers agreements.

Article II - Definitions

A. Association. The Association, as used in these Bylaws, means the San Bernardino Associated Governments as established by these Bylaws.

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C. Official Representative. As used in these Bylaws, means either the Mayor or Councilmember~~man~~ of each member city or town, and the members of the Board of Supervisors of the County of San Bernardino.

D. Alternate. Alternate, as used in these Bylaws when referring to the Board of Directors, shall mean either the Mayor or a Councilmember~~man~~ of each member city or town in the absence of the official representative of that member city or town. The County shall have no alternates to the Board of Directors.

Article III - Membership and Representation

A. Membership.

1. Membership shall be contingent upon the execution of the Joint Exercise of Powers Agreement and the payment by the county, ~~and~~ cities and towns of each annual assessment.

2. Any city or town in the area set forth in the Joint Exercise of Powers Agreement may become a member after the initial formation of this Association, provided that all the provisions of this Article III are met by the jurisdiction seeking membership.

3. Special districts which are significantly involved in regional problems and the boundaries of which include territory within the collective area of the membership shall be eligible for advisory membership in the Association. The representatives of any such advisory member may participate in the work of committees of the Association.

B. Representation.

1. Only the official representatives or alternates present shall represent a member on the Board of Directors.

2. The mayor of each city or town shall be either the official representative or alternate for such city or town unless the city or town council specifically designates other members to act as representative and alternate.

3. Names of official representatives and alternates shall be communicated to the Board of Directors by the appointing city, town or county.

4. Official representatives and alternates shall serve until a successor is appointed, except if an official representative or alternate ceases to be a member of the legislative body or mayor of the

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city, town or county appointing him/her, in which case his/her seat as an official representative shall be vacant until a successor is appointed.

Article IV - Board of Directors

A. The powers and functions of the Board of Directors, subject to the limitations of Article I, shall include:

1. The making of policy decisions and the determination of policy matters for the Association.

2. Any official representative may, at any meeting of the Board of Directors, propose a subject or subjects for study by the Association. The Board of Directors may determine whether a study will be made of the subject or subjects so proposed.

3. ~~Each year at its annual meeting, t~~The Board of Directors shall review the proposed budget and assessment schedule submitted by the Executive Director and shall adopt an annual budget and an assessment schedule.

B. Duties

1. The Board of Directors shall conduct the affairs of the Association.

2. The Board of Directors shall have power to transfer funds within the total budget amount in order to meet unanticipated needs or changed situation.

3. The Board of Directors shall have the authority to appoint, fix the salary of, and remove an Executive Director, a General Counsel, and such other officers as the Board deems necessary to carry out the duties and functions of the Association and shall have the authority to create and discontinue positions in the employ of the Association and fix salaries.

4. The Board of Directors shall have the power to appoint committees to study specific problems, programs, or other matters which they have approved for study.

5. Recommendations from committees for policy decisions shall be made to the Board of Directors. The Board shall act upon policy recommendations including policy recommendations from committees.

C. Meetings

1. Regular meetings of the Board of Directors shall be held at such times as shall be designated by the Board~~monthly~~. ~~The annual meeting of the Board of Directors shall be held in April.~~ Special meetings of the Board of Directors may be called by the President or a majority of the Board of Directors. ~~Ten days~~ W~~w~~ritten notice of a special meeting shall be given to the official representatives and alternates in accordance with Government Code section 54956. An agenda specifying the subject of the special meeting shall accompany the notice.

2. ~~The time and date of regular meetings of the Board of Directors shall be 9:00 a.m. on the first Wednesday of the month.~~ At its first meeting of the calendar year or such other meeting determined by the Board of Directors, the Board of Directors shall establish the time and dates of its regular meetings. The meeting location shall be determined the preceding month by the Board of Directors. Other meetings may be called by the Board of Directors for the purpose of determining sub-regional consensus of items of common interest.

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3. Association committees shall meet on the call of their chairpersons~~man~~ or as otherwise provided herein.

D. Voting on the Board of Directors shall be conducted in the following manner:

1. A quorum of the Board of Directors shall consist of official representation from a majority of the membership of the Board of Directors, and the Board of Directors shall act only upon a majority vote of the membership present with a quorum in attendance.

2. Each member of the Board of Directors shall have one vote. In the absence of the official representative, the alternate shall be entitled to vote.

3. Voting may be either by voice or roll call vote. A roll call vote shall be conducted upon the demand of five official representatives present, or at the discretion of the presiding officer.

E. Expenses

1. Members of the Board of Directors shall serve without compensation but shall be reimbursed for the actual and necessary expenses incurred by them in the performance of their duties to the extent that reimbursement is not otherwise provided by another public agency.

Article V - Officers, Elections and Vacancies

A. Officers of the Association shall consist of a President, a Vice President, ~~and~~ a Secretary- and a Treasurer. The President and Vice President shall be selected by the Board of Directors from among its own membership. The Secretary ~~Treasurer~~ shall be the ~~Executive Director~~Clerk of the Board and the Treasurer shall be the Chief Financial Officer of the Association, but they shall have no votes in the Association.

B. Nominating committees consisting of representatives from the subareas and/or the county, that are next in rotation for the Office of President and Office of Vice President, shall nominate representatives from those subareas and/or the county for those offices. Officers shall be appointed annually by the Board of Directors at the last meeting of the Association's fiscal year. ~~its annual meeting.~~ New officers shall take office ~~on adjournment of that~~at the next regular Board meeting subsequent to their appointments. The Office of President shall ~~alternate~~ rotate annually in the following order among representatives of the Mountain Desert subarea, West Valley subarea, East Valley subarea and the county. The Vice President shall be a representative of a member in the subarea or of the county that is next in the rotation for the Office of President. ~~between county representatives and city representatives. In years when the President is a county representative, the Vice President shall be a city representative and vice versa.~~

C. A vacancy shall immediately occur in the office of the President or Vice President upon the resignation or death of the Person holding such office or upon his ceasing to be an official representative of a member city, town or county. Upon a vacancy occurring in the office of president or Vice President, the board of Directors shall appoint a President or Vice President, as the case may be, from among its members to serve for the balance of the unexpired term. If the former incumbent was a county representative, the successor shall be a county representative; and if he or she was a city or town representative, the successor shall be a city or town representative from the same subarea as the former incumbent.

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D. The President shall be the presiding officer of the Board of Directors. The Vice President shall act in his or her absence.

E. The Secretary ~~Treasurer~~ shall keep a record of all proceedings~~, have custody of all funds,~~ and perform the usual duties of such office. The Treasurer shall have custody of all funds, and perform the usual duties of such office provided however, the Treasurer of San Bernardino County shall maintain in a separate trust account all funds received by the Association.

Article VI - Executive Director

The Executive Director shall be the chief administrative officer of the Association. He or she shall receive such compensation as may be fixed by the Board of Directors. The powers and duties of the Executive Director are:

A. Subject to the authority of the Board of Directors, to administer the affairs of the Association.

B. To appoint, direct and remove all employees of the Association.

C. Annually to prepare and present a proposed budget to the Board of Directors and to control the approved budget.

D. ~~To serve as Secretary-Treasurer of the Association and of the Board of Directors.~~

~~E.~~ To attend the meetings of the Board of Directors.

E~~F~~. To perform such other and additional duties as the Board of Directors may require.

Article VII – General Counsel

The General Counsel shall be the chief legal advisor of the Association. He or she shall receive such compensation as may be fixed by the Board of Directors. The powers and duties of the General Counsel are:

A. Subject to the direction of the Board of Directors, to provide legal advice and representation for the Association.

B. To appoint, retain, direct and remove all legal counsel and legal staff of the Association.

C. To attend the meetings of the Board of Directors.

D. To perform such other and additional duties as the Board of Directors may require.

Article VIII - Finances

A. Fiscal Year. The Fiscal Year of the Association shall commence on July 1.

B. Budget Submission and Adoption. The budget of the Association shall be submitted to the Board of Directors by the Executive Director on or before the ~~March~~ second to last regular meeting of each fiscal year. The annual budget and assessment schedule shall be adopted by the Board of Directors not later than ~~the~~ May ~~meeting~~ 15th of each fiscal year. Notwithstanding any provision of the agreement establishing the Association, any member that cannot pay its

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assessment therefore because of any applicable law or charter provision or other lack of ability to appropriate or pay the same, may add such assessment to its assessment for the next full fiscal year. The budget for each year shall provide the necessary funds with which to obtain and maintain the requisite liability and ~~workmen's~~ worker's compensation insurance to fully protect each of the signatory parties hereto against liabilities reasonably estimated to arise out of Association's own activities, and such insurances shall be so obtained and maintained.

C. Annual Audit. The Board of Directors shall cause an annual audit of the financial affairs of the Association to be made at the end of each fiscal year. The audit report shall be made available to Association members.

D. Indemnification for Tort Liability. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined in Section 895 of said code, the parties hereto as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said code, will each assume the full liability imposed upon it, or any of its officers, agents or employees by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this agreement to the same extent that such liability would be imposed in the absence of Section 895.2 of said code. To achieve the above stated purpose each party indemnifies and holds harmless the other party for any loss, cost or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The rules set forth in Civil Code Section 2778 are hereby made a part of these Bylaws.

E. Notwithstanding the provisions of said Joint Exercise of Powers Agreement by which this Association is formed, no contract, employment, debt, liability or obligation of the Association shall be binding upon or obligate any member of this Association without the express written request or consent of such member and only to the extent so requested or consented to, nor shall the Association have the authority or the power to bind any member by contract, employment, debt, liability, or obligation made or incurred by it without the written request or consent of such member and then only to such extent as so requested or consented to in writing.

Article IX~~VIII~~ - Statutory Authority

The San Bernardino Associated Governments shall be an agency established by a joint powers agreement among the members pursuant to Title 1, Division 7, Chapter 5, of the Government Code of the State of California and shall have the powers vested in the Association by state or federal law, the Jjoint Exercise of Ppowers Aagreement, or these Bylaws. The Association shall not have the power of eminent domain, or the power to levy taxes.

Article ~~I~~X - Withdrawal

Any member city, town or county may, at any time, withdraw from the Association providing, however, that the intent to withdraw must be stated in the form of a resolution enacted by the legislative body of the jurisdiction wishing to withdraw. Such resolution of intent to withdraw from the Association must be given to the Executive Director by the withdrawing jurisdiction at least 90 days prior to the effective date of withdrawal. Such withdrawal shall be made prior to May 1 of any year and shall be effective only as of July 1 of the year withdrawal is made.

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Article XI - Amendments

The Board of Directors shall review these Bylaws not less than every year. Amendments to these Bylaws may be proposed by an official representative of~~n~~ the Board of Directors. A proposed a~~A~~mendment shall be submitted to the Board of Directors at least 14~~45~~ days prior to ~~a~~ the regular meeting at which the proposed amendment shall be first introduced. Each proposed amendment shall be considered and voted upon no sooner than the first regular meeting following the introduction of the amendment. ~~by the Board of Directors at least 30 days prior to the meeting at which such proposed amendment will be voted upon.~~

A majority vote of the entire membership of the Board of Directors is required to adopt an amendment to these Bylaws.

Initial adoption of these Bylaws shall follow this same procedure.

Article XII - Effective Date

These Bylaws shall go into effect ~~December 3, 1975~~June 5, 2013.

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ATTACHMENT A

Comments on Ad Hoc Committee's proposed amended Bylaws dated February 14, 2013

Article III

B. 2. Change to read: "The mayor each city or town shall be either the official representative or alternate for such city or town unless the city or town council specifically designates ~~other members~~ another councilmember to act as representative and alternate.

Article IV

B. 3. The Board of Directors shall have the authority to appoint, fix the ~~salary~~ total compensation of, and remove an Executive Director, a General Counsel, and such other officers as the Board deems necessary to carry out the duties and functions of the Association and shall have the authority to create and discontinue position in the employ of the Association and fix ~~salaries~~ total compensation.

B. 4. Query whether should specifically state the Board "President" shall have the power to appoint committees…

C. 2. Change first sentence to read: "At its first meeting of the calendar year or such other meeting determined by the Board of Directors, the Board of Directors shall establish the time and date of its regular meetings for such year."

E. 1. Inquired how Board members can receive stipends when this section states "Members of the Board of Directors shall serve without compensation…

[Answer: Members do not receive stipends for COG (JPA) meetings. However, pursuant to Public Utilities Code members receive stipends for County Transportation Commission meetings and pursuant to SANBAG Policy receive stipends for County Transportation Authority meetings.]

Article V

B. Questioned whether this section should be changed to specifically state that the member who is the Vice President shall be the President during the next succeeding year.

Article VI

Query whether first sentence should be changed to state: "The Executive Director shall be the chief ~~administrative~~ executive officer of the Association…"

ATTACHMENT B

SANBAG LEGAL ENTITIES' COMPARISON

(Organizational and Governance Provisions)

Board Membership

JPA (JPA Sec. 5)

Board of Supervisors

Mayors or Councilmembers of cities/towns, default is Mayor

Representatives of adjacent counties or portions of adjacent counties and the incorporated cities in such counties that meet the conditions established by the Board for joining the Association. (JPA Sec. 11)

SBCTA (CPUC Sec. 180051)

Board of Supervisors

Mayors or Councilmembers of cities/towns

SBCTC (CPUC Sec. 130054; 130054.8)

Board of Supervisors

Mayor of San Bernardino

Mayors or Councilmembers of other cities/towns

Non-voting member appointed by Governor (limited to two four year terms)

Official Acts Voting Requirements

JPA Majority of members present (min. 8) (JPA Sec. 5; Bylaws Art. IV, D. 1)

SBCTA Majority of members (min. 15) (CPUC Sec. 180102)

SBCTC Majority of members (min. 15) (CPUC Sec. 130102); If requested by majority of members or Board of Supervisors or majority of members representing cities/towns, then a majority vote of each is required (CPUC Sec. 130102.5).

Presiding Officer

JPA Silent.

SBCTA Chairperson and Vice-chairperson, elected annually at first meeting in January or such other date authority determines. (CPUC Sec. 180100).

SBCTC Same as SBCTA. (CPUC Sec. 130100).

Administrative Code

JPA Silent.

SBCTA Required to adopt an administrative code, by ordinance, which prescribes the powers and duties of the authority officers, the method of appointment of the authority employees, and methods, procedures, and systems of operation and management of the authority. (CPUC Sec. 180105(b))

SBCTC Required to adopt an administrative code, by ordinance, which prescribes the powers and duties of the commission officers, the method of appointment of the commission employees, and methods, procedures, and systems of operation and management of the commission. (CPUC Sec. 130105(b))

Annual Budget Adoption

JPA The Board shall adopt the final budget prior to May 15 of each year. (JPA Sec. 8)

SBCTA Notice of time and place of public hearing for adoption of annual budget shall be published not later than the 15th day prior to the date of the hearing. Proposed annual budget available for public inspection at least 15 days prior to hearing. (CPUC Sec. 180108).

SBCTC Same as SBCTA. (CPUC Sec. 130106).

Board Stipends

JPA Prohibited

SBCTA Silent.

SBCTC $100 for any day attending to business of commission, not to exceed $400 in any month (CPUC Sec. 130108).

Procurement Requirements

JPA Silent. Board adopted Procurement Policy 11000: Purchases > $6,500 for public works contracts awarded to lowest bidder; purchases > $5,000 for services, supplies awarded to lowest bidder; cooperative purchases allowed with vendor or supplier of other public agency if in best interest of SANBAG; sole source if criteria met.

SBCTA May contract for procurement of engineering, project management, and contract management services upon any terms and conditions that the authority finds in its best interest. (CPUC Sec. 180153). Purchases > $10,000 for services, supplies, equipment, and materials awarded to lowest bidder, except in an emergency declared by the authority or an executive committee to which the authority delegated responsibility to make that declaration. (CPUC Sec. 180154) If rejects bids, authority may declare and determine that services, supplies, equipment or materials may be purchased at a lower price on open market and procure without further bids, advertisements.

SBCTC Purchase of supplies, equipment, materials and facilities/works construction >$25,000 awarded to lowest bidder, notice of RFB published at least once in newspaper of general circulation; purchases > $1,000 < $25,000 require min. three price and terms quotations. If bid price < $50,000 Executive Director has authority to act for commission. (CPUC Sec. 13032) If reject bids, by two-thirds vote supplies, equipment or materials may be purchased in open market without further bids, advertisement, notice. (CPUC Sec. 13023.3) Immediate remedial expenditures to remedy damaged/destroyed property and ensure facilities available to serve transportation needs of public, Executive Director authorized to expend appropriated funds without bids, advertisement, notice. (CPUC Sec. 130235) Sole source authorized by two-thirds vote that only a single source and for sole purpose of duplicating or replacing supplies, equipment or materials. (CPUC Sec. 130237)

Records Retention/Destruction

JPA Silent.

SBCTA Silent.

SBCTC If Commission determines by resolution any record, map, book, paper, or other document of commission…for 10 years or more is of no further use or value, may authorize its sale, destruction or other disposition. (CPUC Sec. 130203)

Staff

JPA Staffing and management shall be separate and apart from any county or city department or agency, and management staff shall be selected and appointed by the Executive Director. (JPA Sec. 7)

SBCTA Authority sets compensation of officers and employees. (CPUC Sec. 180107) Authority shall not expend more than one percent of [Measure I] funds generated during any year for salary and benefits of staff. (CPUC Sec. 180109)

SBCTC No cap on salary and benefits of staff. Commission shall appoint full-time executive director. Commission may appoint such officers as it deems necessary to carry out its duties and functions. (CPUC Sec. 130107)

AGENCY REPORTS

South Coast
Air Quality Management District
21865 Copley Drive, Diamond Bar, CA 91765-4178
(909) 396-2000 • www.aqmd.gov

April 11, 2013

Members of the Governing Board:

Chairman
Dr. William A. Burke
Speaker of the Assembly
Appointee

Vice Chairman
Dennis R. Yates
Mayor, Chino
Cities of San Bernardino County

Michael D. Antonovich
Supervisor, Fifth District
County of Los Angeles

Ben Benoit
Councilmember, Wildomar
Cities of Riverside County

John J. Benoit
Supervisor, Fourth District
County of Riverside

Michael A. Cacciotti
Councilmember, South Pasadena
Cities of Los Angeles County/
Eastern Region

Josie Gonzales
Supervisor, Fifth District
County of San Bernardino

Joseph K. Lyou, Ph.D.
Governor's Appointee

Judith Mitchell
Mayor Pro Tem, Rolling Hills Estates
Cities of Los Angeles County/
Western Region

Shawn Nelson
Supervisor, Fourth District
County of Orange

Dr. Clark E. Parker, Sr.
Senate Rules Appointee

Jan Perry
Councilmember, 9th District
City of Los Angeles Representative

Miguel A. Pulido
Mayor, Santa Ana
Cities of Orange County

To: Mayors and Councilmembers

From: Dennis R. Yates, Mayor/City of Chino
Vice Chairman, South Coast AQMD Governing Board
Representative, Cities of San Bernardino County

Attached are agenda items and outcomes of the April 5, 2013 SCAQMD Governing Board meeting, and a preview of the item(s) for discussion at the May 3, 2013 meeting.

PUBLIC HEARING ITEMS AT APRIL BOARD MEETING:

Adopt Proposed Rule 1148.2 - Notification and Reporting Requirements for Oil and Gas Wells and Chemical Suppliers
Proposed Rule 1148.2 establishes requirements for owners or operators of onshore oil and gas wells within SCAQMD's jurisdiction to notify the Executive Officer when conducting activities such as well drilling, well reworking, hydraulic fracturing, and other well completion activities. The proposed rule also proposes reporting requirements on the chemicals used as well as air quality-related operations involved in the well activities. This proposed rule will also impact suppliers of chemicals and additives used in drilling, rework, and well completion fluids. This action is to adopt the resolution: 1) Certifying the CEQA Notice of Exemption for Proposed Rule 1148.2 – Notification and Reporting Requirements for Oil and Gas Wells and Chemical Suppliers; and 2) Adopting Rule 1148.2. (Reviewed: Stationary Source Committee, January 18 and March 15, 2013)

Votes: 8 Yes; 0 No; 0 Abstain; 5 Absent
(Approved, with modifications to the Rule and adopting Resolution, as set forth in errata sheet for agenda item #31)

PUBLIC HEARINGS SET FOR MAY BOARD MEETING:

Adopt Executive Officer's FY 2013-14 SCAQMD Budget and Work Program and CPI Fee Adjustment and Revise Board Member Assistant and Board Member Consultant Policy
The Executive Officer's Budget for FY 2013-14 represents the input over the past several months from Board members, staff, and the public. This year's process included meetings of the Budget Advisory Committee; a public hearing on March 1, 2013 to receive input on the SCAQMD's Goals and

Cleaning the air that we breathe...™

Priority Objectives; and two budget workshops, one for the Board held on March 14, 2013 and one for the public held on April 10, 2013. This submittal transmits the required appropriations and reserves necessary to adopt the proposed budget and revises the Board Member Assistant and Board Member Consultant Policy. The proposed budget incorporates the CPI adjustment pursuant to Rule 320.

Annual Report for 2012 on AB 2588 Air Toxics Hot Spots Program
Air Toxics "Hot Spots" Information and Assessment Act of 1987 (AB 2588) requires local air pollution districts to prepare an annual report. Key accomplishments for 2012 include: (1) reviewed eight facility health risk assessments (HRAs) and approved six HRAs; (2) notified two facilities to prepare air toxic inventory reports; (3) continued development of a mapping tool to display health risks from retail gas stations and perchloroethylene dry cleaners; (4) prioritized over 300 facilities; and (5) updated AB 2588 website information.

Amend Rule 219 – Equipment Not Requiring a Written Permit Pursuant to Regulation II and Amend Rule 222 – Filing Requirements for Specific Emission Sources Not Requiring a Written Permit Pursuant to Regulation II
The proposed amendments add additional categories to the streamlined filing/registration program of Rule 222 and clarify and enhance the enforceability and the ability to appeal operating conditions issued pursuant to the provisions of that rule. Rule 219 is proposed to be expanded to exclude several categories of equipment with de minimis emissions from the requirement to obtain written permits. The proposed amendments will further facilitate the streamlining of the District's permitting system.

Amend Rule 445 – Wood-Burning Devices and
Amend Rule 444 – Open Burning
The 2012 Air Quality Management Plan (AQMP) was adopted by the SCAQMD Board in December 2012 and was subsequently approved by CARB in January 2013. In conjunction with the AQMP, modeling has indicated the benefits of episodic day fine particle emission reductions for attaining the federal 24-hour PM2.5 standard by 2014. The proposed rule amendments are intended to implement 2012 AQMP control measures BCM-01 [Further Reductions from Residential Wood-Burning Devices] and BCM-02 [Further Reductions from Open Burning]. PAR 445 – Wood Burning Devices will lower the threshold for a wintertime wood burning curtailment, establish criteria for a basin-wide curtailment, and set standards for solid-fuel labeling for wood and wood-based products by commercial firewood sellers. Additionally, PAR 444 – Open Burning will incorporate the winter season burn restriction consistent with PAR 445 and prohibit open burning in beach areas. Other minor amendments to both rules are proposed to improve rule implementation clarity relative to existing requirements.

Adopt Proposed Rule 1114 – Petroleum Refinery Coking Operations
The proposed rule will reduce volatile organic compounds, particulate matter, hazardous air pollutants, sulfur compounds and methane emissions released during the delayed coking process at petroleum refineries. The proposed rule will establish a depressurization limit of less than two pounds per square inch gauge (psig) pressure prior to venting a coke drum to atmosphere, and includes options for alternative compliance schedules and interim limits for facilities not able to meet the less than two psig compliance deadline within six months of rule adoption, depending on the number of delayed coking units they operate. The proposed rule also includes deadlines for permit applications, installation of monitoring equipment and exemptions from certain Regulation IV requirements.

c:/Docs/Remarks/Perry/Perry_040513 newsltr

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 March 21, 2013. Since the MSRC's regularly scheduled meeting in April was canceled, the MSRC's next meeting is Thursday, May 16, 2013, at 2:00 pm in Conference Room CC8.

Meeting Minutes Approved
The MSRC unanimously approved the minutes from its February 21, 2013 meeting.

Awards to Implement Event Center Transportation Programs
As part of their FYs 2012-14 Work Program, the MSRC allocated $4,000,000 towards the implementation of programs to provide transportation service for venues not currently served by sufficient transportation service. Three applications have been submitted to date. The Los Angeles County Metropolitan Transportation Authority (Metro) applied for $1,169,000 to implement express bus and additional Metrolink service for Dodger Stadium for the 2013 and 2014 baseball seasons. Service would be provided by CNG buses from Union Station for 82 scheduled home games, providing service from two hours prior to each game until 45 minutes after the game ends. In addition, special Metrolink trains would be added in support of "cross-town rivalry" games for four games of each season. Furthermore, for the first time, the bus service will also include support for a dedicated bus lane on Sunset Boulevard. Metro would contribute at least $1,169,000 towards the development and procurement of outreach and promotional materials.

The Orange County Transportation Authority (OCTA) applied for $576,833 to implement express bus service for the 2013 Orange County Fair. The service would include hourly bus transportation to and from the Anaheim Canyon Metrolink Station/Tustin-Lincoln Park & Ride, Laguna Hills Transportation Center, Irvine Transportation Center, Junipero Serra Park & Ride, the Village at Orange, and the Newport Transportation Center. Additionally, due to higher than anticipated demand last

year, the service would include bus transportation every 30 minutes to and from Fullerton Park & Ride, the Depot at Santa Ana, and Goldenwest Transportation Center. OCTA and its project partners would collectively contribute $582,500 in co-funding including fare box revenue, marketing design and production, and advertising and marketing purchases.

OCTA also applied for $194,235 to implement special Metrolink service for the 2013 Angels season. The service would be provided in support of 48 Angels home games with two dedicated trains that would run along MetroLink's Orange County Line corridor from Oceanside in the south and Los Angeles Union Station in the north to the terminus at Anaheim station. In addition, limited service would be provided on MetroLink's Inland Empire-Orange County line from Riverside Downtown to Orange, followed by a transfer at Orange to Anaheim, for 13 Friday games. OCTA would contribute at least $208,000 in co-funding. To further increase emission benefits, OCTA would only seek reimbursement for rail trips performed using MetroLink's cleanest locomotives, rated at Tier 2.

At its March 21, 2013 meeting, the MSRC unanimously awarded $1,169,000 to Metro for the Dodger Stadium Express, $576,833 to OCTA for the Orange County Fair Express, and $194,235 to OCTA for the Angels Express. The AQMD Board will consider these awards at its April 5, 2013 meeting.

Contracts Administrator's Report

The MSRC's AB 2766 Contracts Administrator provides a written status report on all open contracts from FY 2003-04 through the present.

ADDITIONAL INFORMATION

SANBAG Representatives on SCAG Committees

APPOINTING/ELECTING AUTHORITY	REGIONAL COUNCIL (12:00 noon)	POLICY COMMITTEES (Regional Council Members Serve on One Each) (Subregional Appointments) (County Commissions Appoint One to TC) (10:00 a.m.)		
		Community, Economic, and Human Development	Energy and Environment	Transportation
District 6 (Grand Terrace, Colton, Loma Linda, Redlands, Yucaipa)	J. Harrison	J. Harrison		
District 7 (San Bernardino, Highland)	L. McCallon	L. McCallon		
District 8 (Rialto, Fontana)	D. Robertson	D. Robertson		
District 9 (Rancho Cucamonga, Upland, Montclair)	P. Eaton			P. Eaton
District 10 (Chino, Chino Hills, Ontario)	E. Graham		E. Graham	
District 11 (Barstow, Big Bear, Needles, Twentynine Palms, Yucca Valley)	B. Jahn	B. Jahn		
District 65 (Adelanto, Apple Valley, Hesperia, Victorville)	Vacant (G. Coleman)	Vacant (G. Coleman)		
San Bernardino County	G. Ovitt			G. Ovitt
SANBAG Acting as County Transportation Commission	A. Wapner			A. Wapner
SANBAG Subregional Appointees* *One appointee to each policy committee for a total of three appointees per subregion, plus one additional appointee for every SCAG District over three in the subregion. SANBAG has a total of seven subregional appointees to the policy committees.		Julie McIntyre Vacant (Mike Leonard) Ray Musser	Diane Williams Vacant (E. Scott)	R. McEachron Vacant (A. Wapner)

Rules of Appointment

1. SANBAG policy stipulates that all SANBAG appointees be SANBAG Board Members.
2. SCAG President appoints Regional Council members to Standing and Policy Committees.

Terms of Appointment

Terms of appointment are two years, commencing on adjournment of the annual General Assembly in May of each year. Even-numbered District representatives' terms expire in even-numbered years; odd-numbered District representatives expire in odd-numbered years.

Stipend Summary

SCAG Regional Council members receive a $120 stipend for attendance and travel to SCAG sponsored meetings. Regional Council members may also receive reimbursement for public transit expenses or a mileage reimbursement. Parking is validated at SCAG's downtown Los Angeles office for RC members. RC members are eligible to receive up to six (6) per diem stipends per month. Both RC members and Subregional Appointees, if eligible, may receive reimbursement ($150 + taxes) for lodging (please review SCAG rules before making expenditure). Subregional Appointees shall receive a $120 stipend for up to four Policy or Task Force meetings per month.

Meeting Information

The regular meetings of SCAG Regional Council and Policy Committees are on the 1st Thursday of each month at the SCAG offices located at 818 West 7th Street, 12th Floor in Los Angeles. Generally, the Policy Committee meetings start at 10 AM and Regional Council meetings start at 12:15 PM.

Policy Committees

Community, Economic, and Human Development: Provides policy recommendations to the Regional Council on subjects of housing, land use, resource, economic, community development, infrastructure, employment, and regional disaster preparedness issues. Reviews and recommends to the Planning Committee revisions to the Housing, Economy, Growth Management, Human Resources, and Finance Chapters of the Regional Comprehensive Plan and Guide.

Energy and Environment: Acts as the policy advisory committee to the Regional Council on environmental issues, including air and water, hazardous, solid waste management, natural resources conservation, and energy conservation Reviews the Environmental Impact Report of the Regional Comprehensive Plan and Guide. Provides recommendations to the Planning Committee on state and federal legislative proposals and administrative guidelines affecting environmental quality, resource conservation.

Transportation and Communications: Acts as the policy advisory committee to the Regional Council on all regional matters pertaining to the movement of goods and people on land, water, and air. Reviews and recommends to the Regional Council all major utility development plans. Addresses the location, size, or capacity, timing, and impact of facilities.

SANBAG Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
General Policy Committee Membership consists of the following: SANBAG President, Vice President, and Immediate Past President 4 East Valley (3 City, 1 County) 4 West Valley (3 City, 1 County) 4 Mt/Desert (3 City, 1 County) City members shall be SANBAG Board Members elected by caucus of city SANBAG Board Members within the subarea. All Policy Committee and Board Study Session Chairs are included in this policy committee. All City members serving as Board officers, Committee chairs, or Board Study Session Chair, are counted toward their subareas City membership. Supervisors collectively select their representatives. The SANBAG Vice President shall serve as Chair of the General Policy Committee.	Makes recommendations to Board of Directors and: (1) Provides general policy oversight which spans the multiple program responsibilities of the organization and maintains the comprehensive organization integrity; (2) Provides policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization; (3) Serves as policy review committee for any program area that lacks active policy committee oversight. Committee has authority to approve contracts in excess of $25,000 with notification to the Board of Directors.	Mike Leonard, Hesperia, Vice President (Chair) Janice Rutherford, Supervisor, President (Vice Chair) Larry McCallon, Highland, Past President <u>West Valley</u> L. Dennis Michael, Rancho Cucamonga Ed Graham, Chino Hills Dennis Yates, Chino Gary Ovitt, Supervisor <u>East Valley</u> Pat Morris, San Bernardino (Chair - CRTC) Richard Riddell, Yucaipa (Chair – MPC) James Ramos, Supervisor <u>Mountain/Desert</u> Julie McIntyre, Barstow (Chair - MDC) Jim Harris, Twentynine Palms Robert Lovingood, Supervisor	6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013
Commuter Rail & Transit Committee Membership consists of 11 SANBAG Board Members: 9 Valley-members, two being Southern California Regional Rail Authority (SCRRA) primary (*) and two being SCRRA alternate (**) members. 2 Mountain/Desert Board Members who serve on the Board of a Mountain/Desert transit agency. SCRRA members and alternates serve concurrent with their term on the SCRRA Board of Directors as appointed by the SANBAG Board. Other members are appointed by the SANBAG President for 2-year terms.	Provides policy guidance and recommendations to the SANBAG Board of Directors and Southern California Regional Rail Authority (SCRRA) delegates with respect to commuter rail and transit service. * SCRRA Primary Member ** SCRRA Alternate Member	Pat Morris, San Bernardino* (Chair) Paul Eaton, Montclair* (Vice Chair) Pete Aguilar, Redlands Bill Jahn, Big Bear Lake Mike Leonard, Hesperia Larry McCallon, Highland** L. Dennis Michael, Rancho Cucamonga Ray Musser, Upland James Ramos, Supervisor Richard Riddell, Yucaipa Alan Wapner, Ontario**	Indeterminate (6/30/2013) Indeterminate (6/30/2013) 12/31/2014 12/31/2013 12/31/2013 Indeterminate 12/31/2013 12/31/2013 12/31/2014 12/31/2014 Indeterminate

SANBAG Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
Mountain/Desert Committee Membership consists of 11 SANBAG Board Members from each Mountain/Desert jurisdiction and County Supervisors representing the First, Second, and Third Districts.	Provides ongoing policy level oversight related to the full array of SANBAG responsibilities as they pertain specifically to the Mountain/Desert subregion. The Committee also meets as the Mountain/Desert Measure I Committee as it carries out responsibilities for Measure I Mountain/Desert Expenditure Plan.	Julie McIntyre, Barstow (Chair) Edward Paget, Needles (Vice Chair) Curt Emick, Apple Valley Jim Harris, Twentynine Palms George Huntington, Yucca Valley Bill Jahn, Big Bear Lake Mike Leonard, Hesperia Robert Lovingood, Supervisor Ryan McEachron, Victorville James Ramos, Supervisor Janice Rutherford, Supervisor Cari Thomas, Adelanto	Indeterminate (6/30/2013) Indeterminate (6/30/2013) Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate

Policy Committee Meeting Times

General Policy Committee	Second Wednesday, 9:00 a.m., SANBAG Office
Commuter Rail & Transit Committee	Third Thursday, 12:00 noon, SANBAG Office
Mountain/Desert Committee	Third Friday, 9:30 a.m., Apple Valley

NOTE: Policy Committee meetings will not be held in July of each year (effective 9/5/12).

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Board of Directors Study Sessions for Metro Valley Issues

STUDY SESSION	PURPOSE	MEMBERSHIP	TERMS
Board of Directors Study Sessions for Metro Valley Issues Refer to SANBAG Policy 10007.	To review, discuss, and make recommendations for actions to be taken at regular meetings of the Board on issues relating to Measure I Projects in the Valley.	Board of Directors Dick Riddell, Yucapa (Chair) Michael Tahan, Fontana (Vice Chair)	 6/30/2013 6/30/2013

Meeting Time: Second Thursday, 9:00 a.m., SANBAG Office

Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan

COMMITTE	PURPOSE	MEMBERSHIP	TERMS
Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan The ITOC shall provide citizen review to ensure that all Measure I funds are spent by the San Bernardino County Transportation Authority (hereby referred to as the Authority) in accordance with provison of the Expenditure Plan and Ordinance No. 04-01.	The ITOC shall review the annual audits of the Authority; report findings based on the audits to the Authority; and recommend any additional auditfs for consideration which the ITOC believes may improve the financial operation and integrity of program implementation. The Authority shall hold a publicly noticed meeting, which may or may not be included on the agenda of a regularly scheduled Board meeting, with the participation of the ITOC to consider the findings and recommendations of the audits.	Richard Haller Rod Johnson Norman Orfall Craig Scott Larry Sharp Ray Wolfe, Ex-Officio In addition to the appointed members, the SANBAG Executive Director will serve as an ex officio member.	12/31/12 12/31/12 12/31/14 12/31/14 12/31/14

SANBAG Ad Hoc Committees

COMMITTEE	PURPOSE	MEMBERSHIP
Audit Subcommittee of the Administrative Committee In November 2008, the Board approved the creation of an Audit Subcommittee of the Administrative Committee to strengthen the financial oversight function of the Board. Additional SANBAG Board Members may be appointed annually at the discretion of the Board President.	The responsibilities of the Audit Subcommittee shall be to: • Provide a direct contact between the independent auditor and the Board of Directors before, during and after the annual audit. • Work with the auditor and SANBAG staff on reviewing and implementing practices and controls identified in the annual audit.	Audit Subcommittee (for FY 2011-2012 Audit) - SANBAG President – Janice Rutherford, Supervisor - Vice President – Mike Leonard, Hesperia - Immediate Past President – Larry McCallon, Highland - Presidential Appointment – Walt Stanckiewitz, Grand Terrace
Ad Hoc Committee on Litigation with San Bernardino County Flood Control District In January 2007, the SANBAG President was authorized to appoint an ad hoc review committee of SANBAG Board Members who do not represent local jurisdictions party to the San Bernardino County Flood Control District vs. SANBAG litigation relative to the Colonies Development. In April 2008, the role of this committee was expanded to include the Cactus Basin litigation.	Review and provide guidance on litigation with San Bernardino County Flood Control District regarding the Colonies Development and the Cactus Basin in Rialto.	Pat Morris, San Bernardino, Chair Richard Riddell, Yucaipa Larry McCallon, Highland
Bylaws In July 2012, the SANBAG Board President appointed this ad hoc committee to review SANBAG's bylaws and recommend changes to strengthen SANBAG's corporate governance	Review SANBAG's bylaws and make recommendations to the Board on any necessary changes.	Rhodes "Dusty" Rigsby, Loma Linda - Chair Pat Morris, San Bernardino Mike Leonard, Hesperia Larry McCallon, Highland
Budget Process In July 2012, the SANBAG Board President appointed this ad hoc committee to review SANBAG's budget preparation process and final budget document and make recommendations to help improve communication and transparency of SANBAG's budget to elected officials and the general public.	Review SANBAG's budget adoption process and final budget document and make recommendations on changes to improve the process and the final budget document to make them more useful and informative to Board Members and the public.	Pete Aguilar, Redlands - Chair Kevin Ryan - Principal Transportation Planner, City of Fontana Sam Racadio – Council Member, City of Highland Mike Podegracz, P.E. – City Manager, City of Hesperia
Contracting Process In July 2012, the SANBAG Board President appointed this ad hoc committee to strengthen SANBAG's procurement policies and procedures.	Review SANBAG's contracting policies and procedures and make recommendations to improve them.	Michael Tahan, Fontana - Chair Robert Lovingood, Supervisor Julie McIntyre, Barstow Walt Stanckiewicz, Grand Terrace Dennis Yates, Chino Alan Wapner, Ontario

SANBAG Ad Hoc Committees

COMMITTEE	PURPOSE	MEMBERSHIP
Omnitrans Comprehensive Operational Analysis In January 2013, the SANBAG Board President appointed this ad hoc committee to work with Omnitrans Board members to review the Comprehensive Operational Analysis (COA) of Omnitrans and to make recommendations based on the COA review.	Review the Comprehensive Operational Analysis of Omnitrans and make recommendations to address projected fiscal shortfalls associated with Omnitrans operations and capital projects.	Janice Rutherford Supervisor Dick Riddell, Yucaipa Alan Wapner, Ontario Pat Morris, San Bernardino Deborah Robertson, Rialto Penny Lilburn , Omnitrans
Right of Way In February 2013, the SANBAG Board President appointed this ad hoc committee	Review Right of Way policies and make recommendations on changes and signature authority limits.	Curt Emick, Apple Valley James Ramos, Supervisor Deborah Robertson, Rialto Michael Tahan, Fontana
Legislative In March 2013, the SANBAG Board President appointed this ad hoc committee. This committee will consist of the SANBAG Board Officers.	Review proposed legislation at the state and federal level. Provide direction to staff on positions consistent with the Board-adopted legislative platform.	SANBAG President – Janice Rutherford, Supervisor SANBAG Vice President – Mike Leonard, Hesperia SANBAG Immediate Past President – Larry McCallon, Highland

SANBAG Technical Advisory Committees

COMMITTEE	PURPOSE	MEETING SCHEDULE
Transportation Technical Advisory Committee (TTAC) Committee membership consists of a primary staff representative of each SANBAG member agency designated by the City Manager or County Administrative Officer.	SANBAG's Transportation Technical Advisory Committee was formed by SANBAG management to provide input to SANBAG staff on technical transportation-related matters and formulation of transportation-related policy recommendations to the SANBAG Board of Directors. The TTAC is not a Brown Act committee.	Generally meets on the first Monday of each month at 1:30 PM, at SANBAG.
City/County Manager's Technical Advisory Committee (CCM TAC) The committee is made up of up to two representatives of the County Administrator's Office and the city manager or administrator from each city and town in the County.	SANBAG's City/County Manager's Technical Advisory Committee was established in the Joint Powers Authority that established SANBAG. The primary role of the committee is to provide a forum for the chief executives of SANBAG's member agencies to become informed about and discuss issues facing SANBAG. It also provides a forum for the discussion of items of mutual concern and a way to cooperate regionally in addressing those concerns. The CCM TAC is a Brown Act Committee.	Meets on the first Thursday of each month at 10:00 AM, at SANBAG.
Public and Specialized Transportation Advisory and Coordinating Council (PASTACC) Membership consists of 13 members appointed by the SANBAG Board of Directors 6 representing Public Transit Providers 1 representing County Dept. of Public Works 1 representing the Consolidated Transportation Services Agency 5 representing Social Service Providers	Subject to the Transportation Development Act (TDA) Section 99238 – establishes PASTACC's statutory responsibilities: (1)Review and make recommendations to SANBAG on annual Unmet Transit Needs, Federal Transit Administration and Measure I Program applications and reports. (2) Assist SANBAG in developing public outreach approach on updating the Coordinated Public Transit/Human Services Transportation Plan and disseminate information in reference to State law and recommendations as they relate to transit and specialized transit. (3) Monitor and make recommendations on Federal regulatory processes as they relate to transit and specialized transit. (4)Address any special issues of PASTACC voting and non-voting members. The PASTACC is a Brown Act committee.	Meets the second Tuesday every other even month at 10:00 AM, at SANBAG.
Planning and Development Technical Forum (PDTF) Committee membership consists of a primary staff representative of each SANBAG member agency designated by the City Manager or County Chief Executive Officer.	The SANBAG Planning and Development Technical Forum was formed by SANBAG management to provide an opportunity for interaction among planning and development representatives of member agencies on planning issues of multijurisdictional importance. The PDTF is not a Brown Act Committee.	Meets the 4th Wednesday of each month at 2:00 p.m. at the Depot (in the SCAG Office).

SANBAG Technical Advisory Committees

COMMITTEE	PURPOSE	MEETING SCHEDULE
Project Development Teams	Project Development Teams (PDTs) are assembled for all major project development activities by SANBAG staff. Teams are generally composed of technical representatives from SANBAG, member jurisdictions appropriate to the project, Caltrans, and other major stakeholder entities that have significant involvement in the project. PDTs make recommendations related to approaches to project development, evaluation of alternatives, and technical solutions. PDTs meet on a regular basis throughout the project phase to review progress and to provide technical input required for project development. The PDTs are not Brown Act Committees.	Varies with the PDT, at SANBAG.

SANBAG Acronym List

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

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

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

San Bernardino Associated Governments

Governments
SANBAG
Working Together

MISSION STATEMENT

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

- Improve cooperative regional planning

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

- Strengthen economic development efforts

- Exert leadership in creative problem solving

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

Approved June 2, 1993
Reaffirmed March 6, 1996