

## AGENDA

### Board of Directors Metro Valley Study Session

November 12, 2020

\*\*\*Start Time: 9:30 AM\*\*\*

MEETING ACCESSIBLE VIA ZOOM AT: <https://gosccta.zoom.us/j/99486498182>

Teleconference

Dial: 1-669-900-6833

Meeting ID: 994 8649 8182

**This meeting is being conducted in accordance with Governor Newsom's Executive Order N-29-20.**

*Board of Directors*

Valley Representatives

Study Session Chair

Curt Hagman, Supervisor  
Fourth District

Study Session Vice-Chair

Dawn Rowe, Supervisor  
Third District

Eunice Ulloa, Mayor  
City of Chino

Ray Marquez, Council Member  
City of Chino Hills

Frank Navarro, Mayor  
City of Colton

Acquanetta Warren, Mayor

City of Fontana

Darcy McNaboe, Mayor  
City of Grand Terrace

Larry McCallon, Mayor  
City of Highland

Rhodes "Dusty" Rigsby, Council Member  
City of Loma Linda

John Dutrey, Mayor  
City of Montclair

Alan Wapner, Council Member  
City of Ontario

L. Dennis Michael, Mayor

City of Rancho Cucamonga

Toni Momberger, Council Member  
City of Redlands

Deborah Robertson, Mayor  
City of Rialto

John Valdivia, Mayor  
City of San Bernardino

Debbie Stone, Mayor  
City of Upland

David Avila, Mayor  
City of Yucaipa

Mountain/Desert Representatives

Gerardo Hernandez, Mayor Pro Tem  
City of Adelanto

Art Bishop, Council Member  
Town of Apple Valley

Julie McIntyre, Mayor  
City of Barstow

Jim Cox, Council Member  
City of Victorville

Bill Jahn, Council Member  
City of Big Bear Lake

Rebekah Swanson, Council Member  
City of Hesperia

Edward Paget, Vice Mayor  
City of Needles

Joel Klink, Mayor  
City of Twentynine Palms

Rick Denison, Council Member  
Town of Yucca Valley

County Board of Supervisors

Robert Lovingood, First District  
Janice Rutherford, Second District

Josie Gonzales, Fifth District

*Ex-Officio Member – Michael Beauchamp, Caltrans District 8 Director*

*Ray Wolfe, Executive Director*

*Julianna Tillquist, General Counsel*

**San Bernardino County Transportation Authority  
San Bernardino Council of Governments**

**AGENDA**

**Board of Directors Metro Valley Study Session**

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**Interested persons may submit Public Comment in writing to the Clerk of the Board at [clerkoftheboard@goscata.com](mailto:clerkoftheboard@goscata.com). Written comments must acknowledge the Agenda Item number, and specify whether the commenter wishes the comment be included with the minutes or read into the record. Comments read into the record will be read for three minutes; if three minutes pass and there is comment still unread, the time will not be extended and the remaining comment will not be read. Public Comment must be submitted no later than 5:00 pm on November 11, 2020.**

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**

(Meeting Chaired by Curt Hagman)

- i. Pledge of Allegiance
- ii. Attendance
- iii. Announcements
- iv. Agenda Notices/Modifications - Melonie Donson

**Possible Conflict of Interest Issues**

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.

**1. Information Relative to Possible Conflict of Interest**

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

**This item is prepared for review by Board of Directors and Committee members.**

## **CONSENT CALENDAR**

Items listed on the Consent Calendar are expected to be routine and non-controversial. The Consent Calendar will be acted upon as a single motion. Items on the Consent Calendar may be removed for discussion by Board Members.

### **Consent - Project Delivery**

#### **2. Construction Contract Change Orders to On-Going Construction Contracts**

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Receive and file change order report.

**Presenter: Paula Beauchamp**

**This item is not scheduled for review by any other policy committee or technical advisory committee.**

## **DISCUSSION ITEMS**

### **Discussion - Administrative Matters**

#### **3. 2021 Board of Directors Metro Valley Study Session Meeting Schedule**

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Approve the 2021 Board of Directors Metro Valley Study Session meeting schedule.

**Presenter: Paula Beauchamp**

**This item is not scheduled for review by any other policy committee or technical advisory committee.**

### **Discussion - Project Delivery**

#### **4. On-Call Legal Services Request for Proposals**

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

Approve the release of Request for Proposals No. 21-1002498 for On-Call Legal Services in support of the Project Delivery and Toll Operations Department.

**Presenter: Paula Beauchamp**

**This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft RFP.**

#### **5. Metrolink Station Accessibility Improvement Project Phase-II - Award Design Contract**

Pg. 45

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

A. Approve award of Contract No. 20-1002388 with KOA Corporation for the preparation of Plans, Specifications and Estimate and Right-of-Way Engineering Services for the Metrolink Station Accessibility Improvement Project Phase-II in an amount not-to-exceed \$508,006.41.

Agenda Item #5 (contd.)

B. Approve a contingency amount for Contract No. 20-1002388 of \$50,800.64, and authorize the Executive Director or his designee to release contingency as necessary for the project.

**Presenter: Dennis Saylor**

**This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft contract.**

**6. Interstate 10 and Interstate 15 Express Lanes Program Consultant Support**

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

A. Approve Amendment No. 1 to Contract No. 16-1001355 with CDM Smith for the Interstate 10 (I-10) and Interstate 15 (I-15) Corridor Project Investment Grade Traffic and Revenue Study Services in the amount of \$983,567, for a new not-to-exceed amount of \$3,007,838, extend the contract through December 31, 2025, and waive the five-year maximum term defined in Contracting and Procurement Policy No. 11000.

B. Approve Amendment No. 1 to Contract No. 16-1001369 with Ernst & Young Infrastructure Advisors, LLC for Financial Advisor Services for the I-10 and I-15 Corridor Projects, to extend the contract through December 31, 2023 and waive the five-year maximum term defined in Contracting and Procurement Policy No. 11000.

C. Approve the release of Request for Proposals No. 21-1002490 for an On-Call Tolling Advisory Service Consultant for the San Bernardino County Transportation Authority Express Lane Program.

**Presenter: Philip Chu**

**This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item, the draft amendments, and the RFP.**

**7. Interstate 215 Barton Design and Right-of-Way - Amendment No. 11 to Agreement No. C12212**

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

Approve Amendment No. 11 to Contract No. C12212 (00-1000665), with the California Department of Transportation for the Design and Right-of-Way (ROW) phase of the Interstate 215 Barton Road Interchange Project to add \$110,000 of Surface Transportation Program funds for Final ROW Engineering, for a new total Design and ROW cost of \$43,408,337, upon finalization by staff and approval as to form by SBCTA General Counsel.

**Presenter: Timothy Byrne**

**This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA Risk Manager has reviewed this item and the draft amendment. SBCTA General Counsel has not reviewed this agenda item or the draft amendment.**

**8. Interstate 10 University - Amendment No. 1 to Contract No. 16-1001546**

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

Approve Amendment No. 1 to Contract No. 16-1001546 with Arcadis US, Inc. to extend the contract through June 30, 2023, for Construction Management Services for the Interstate 10 University Street Interchange Improvement Project and waive the five-year maximum contract term as defined in Contracting and Procurement Policy No. 11000.

**Presenter: Timothy Byrne**

**This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft amendment.**

**9. Preview of the Hearings to Consider Resolutions of Necessity for Parcels for Interstate 10 Cedar Avenue Interchange Improvement Project in the Unincorporated Community of Bloomington**

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

A. Conduct public hearings to consider condemnation of real property required for the Interstate 10 Cedar Avenue Interchange Improvement Project in the unincorporated community of Bloomington; and

B. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 21-013 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring interests in real property from: Steve Wuo, as Trustee of the Steve Wuo Separate Property Trust dated September 3, 2015 (Assessor's Parcel Numbers [APNs] 0253-052-27 and 0253-052-28) (hereinafter "Wuo Trust Property"). The Resolution must be approved by at least a two-thirds majority; and

C. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 21-014 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring an interest in real property from: Mary A. Toman, Trustee of the Mary A. Toman Trust established March 11, 1987 by Mary A. Toman, Trustor, and Valerie Lynn Zimmer, Successor Trustee of the Zajec Trust, dated May 8, 1989 (APN 0252-161-36) (hereinafter "Toman Trust Property"). The Resolution must be approved by at least a two-thirds majority.

**Presenter: Timothy Byrne**

**This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel has reviewed this item and the draft resolutions.**

**10. Interstate 10 Alabama - Amendment No. 1 to Contract No. 16-1001516**

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

A. Approve Amendment No. 1 to Contract No. 16-1001516 with Associated Civil & Transportation Consulting Engineers, Inc. dba Advanced Civil Technologies to extend the contract through December 31, 2023, for their engineering and construction support services for the Interstate 10 Alabama Street Interchange Project, and to correct the name of the consultant erroneously identified in the contract.

B. As the recommended termination date extends Contract No. 16-1001516 beyond the five-year maximum term defined in Contracting and Procurement Policy No. 11000, waive the five-year maximum contract term.

**Presenter: Timothy Byrne**

**This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft amendment.**

**11. State Route 60 Central Avenue Interchange Project - Amendment No. 4 to Cooperative Agreement No. 15-1001091 with the City of Chino**

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

Approve Amendment No. 4 to Cooperative Agreement No. 15-1001091 (R14050) with the City of Chino and revise the Project Funding Table to reflect an increased total project cost for construction capital and support activities, adding Trade Corridor Improvement Funds in the amount of \$8,638,000, decreasing the Measure I (Interchange Program) amount by \$2,618,450, and decreasing the City of Chino funds by \$3,537,012.

**Presenter: Paul Melocoton**

**This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel and Risk Manager have reviewed this item and the draft amendment.**

**Public Comment**

Brief Comments from the General Public

**Interested persons may submit Public Comment in writing to the Clerk of the Board at [clerkoftheboard@gosbcta.com](mailto:clerkoftheboard@gosbcta.com). Written comments must acknowledge the Agenda Item number, and specify whether the commenter wishes the comment be included with the minutes or read into the record. Comments read into the record will be read for three minutes; if three minutes pass and there is comment still unread, the time will not be extended and the remaining comment will not be read. Public Comment must be submitted no later than 5:00 pm on November 11, 2020.**

**Comments from Board Members**

Brief Comments from Board Members

**ADJOURNMENT**

## **Additional Information**

Attendance	Pg. 171
Acronym List	Pg. 173
Mission Statement	

**The next Board of Directors Metro Valley Study Session is scheduled for  
December 10, 2020.**

## **Meeting Procedures and Rules of Conduct During COVID-19 ‘Stay in Place’ Orders**

**Meeting Procedures** - The Ralph M. Brown Act is the state law which guarantees the public's right to 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. California Governor Gavin Newsom has issued Executive Order N-29-20 waiving portions of the Brown Act requirements during the COVID-19 State of Emergency.

**Accessibility** – During the COVID-19 crisis, meetings are being held virtually using web-based or telephone technologies. If accessibility assistance is 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 can be reached by phone at (909) 884-8276 or via email at [clerkoftheboard@gosbcta.com](mailto:clerkoftheboard@gosbcta.com).

**Agendas** – All agendas are posted at [www.gosbcta.com/board/meetings-agendas/](http://www.gosbcta.com/board/meetings-agendas/) at least 72 hours in advance of the meeting. Staff reports related to agenda items may be reviewed online at that web address.

**Agenda Actions** – Items listed on both the “Consent Calendar” and “Discussion” contain recommended 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 or unanimous vote of members present as provided in the Ralph M. Brown Act Government Code Sec. 54954.2(b).

**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** – Public Comment may be submitted in writing to the Clerk of the Board via email at [clerkoftheboard@gosbcta.com](mailto:clerkoftheboard@gosbcta.com). Written comments must acknowledge the Agenda Item number, and specify whether the commenter wishes the comment be included with the minutes or read into the record. Comments read into the record will be read for three minutes; if three minutes pass and there is comment still unread, the time will not be extended and the remaining comment will not be read. Public Comment must be submitted no later than 5:00 pm the day before the meeting. 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 indicate their request when Public Comment is called for during the meeting. This request to speak can be achieved by either using the ‘Raise Hand’ feature in Zoom platform or by verbally stating interest when the Chair calls for Public Comment. When recognized by the Chair, speakers should be prepared to announce their name 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. Members of the public requesting information be distributed to the Board of Directors must provide such information electronically to the Clerk of the Board via email at [clerkoftheboard@gosbcta.com](mailto:clerkoftheboard@gosbcta.com) no later than 5:00 pm the day before the meeting. The Consent Calendar is considered a single item, thus the three (3) minute rule applies. Consent Calendar items can be pulled at Board member request and will be brought up individually at the specified time in the agenda allowing further public comment on those items.

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

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

**Disruptive or Prohibited 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 be removed from the virtual meeting. Disruptive or prohibited conduct includes without limitation: addressing the Board without first being recognized, not addressing the subject before the Board, repetitiously addressing the same subject, posting profane or rude content in the virtual meeting environment, or otherwise preventing the Board from conducting its meeting in an orderly manner. Your cooperation is appreciated!

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

**Attendance.**

- The Chair of the Board or a Policy Committee (Chair) has the option of taking attendance by Roll Call or Self-Introductions. If attendance is taken by Roll Call, the Clerk of the Board will call out by jurisdiction or supervisorial district. The Member or Alternate will respond by stating his/her name. If attendance is by Self-Introduction, the Member or Alternate will state his/her name and jurisdiction or supervisorial district.
- A Member/Alternate, who arrives after attendance is taken, shall announce his/her name prior to voting on any item.
- A Member/Alternate, who wishes to leave the meeting after attendance is taken but before remaining items are voted on, shall announce his/her name and that he/she is leaving the meeting.

**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 “aye” votes in favor of the motion shall be made collectively. Any Member who wishes to oppose or abstain from voting on the motion, shall individually and orally state the Member’s “nay” vote or abstention. Members present who do not individually and orally state their “nay” vote or abstention shall be deemed, and reported to the public, to have voted “aye” on the motion.

**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 or she would like to amend his or her 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 voted upon first, and if it fails, then the original motion is considered.
- 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 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*

*Revised March 2014*

*Revised May 4, 2016*

## ***Minute Action***

### AGENDA ITEM: 1

**Date:** *November 12, 2020*

**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 SBCTA 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:

### **Consent/Discussion Calendar Items**

<b>Item No.</b>	<b>Contract No.</b>	<b>Principals &amp; Agents</b>	<b>Subcontractors</b>
2-A	19-1002181	Granite Construction Company <i>Joseph P. Richardson</i>	Alcorn Fence Company Chisp Company Drill Tech Drilling & Shoring Ferreira Construction Co., Inc. Integrity Rebar Placers Marina Landscape Statewide Traffic & Safety Signs
2-B	19-1002078	Guy F. Atkinson Construction, LLC (dba Guy F. Atkinson) <i>Timothy Stroud</i>	All American Asphalt Cal Stripe, Inc. Case Pacific Company Commercial Metals Company Cooper Engineering, Inc. Coral Construction Company DeesBurke Engineering Contractors, LLC Diverscape, Inc. Dywidag Systems International USA, Inc. Ferreira Construction Company, Inc. Foundation Pile, Inc. Harber Companies, Inc. L. Johnson Construction, Inc.

*Entity: San Bernardino Council of Governments, San Bernardino County Transportation Authority*

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			Maneri Traffic Control, Inc. Penhall Company Treesmith Enterprises, Inc. Universal Construction
2-C	17-1001599	Lane-Security Paving Joint Venture <i>Giuseppe Quarta</i> <i>Joseph Ferndino</i>	Aegis Project Controls Corp. A.M. Concrete Antigo Construction Apex Logistics Arellano Associates, LLC BC Traffic Rentals Boral Resources, LLC Bridge Deck Solutions C Below CalPortland Company Cal-Stripe Cemex CGO Construction CH2M Hill Engineers, Inc. CMC Commercial Metals Conco Pumping Con-Fab California CTI Milling CW Allied, Inc. Diversified Landscape Dywidag Systems EBS General Engineering, Inc. ECS Euclid Chemical Company Ferreira Construction Fitzgerald Formliners Fleming & Sons Concrete Forefront Deep Foundations Foundation Pile FPL and Associates, Inc. Fryman Management, Inc. G3 Quality, Inc. G&F Concrete Cutting Global Road Sealing

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			Golden State Boring & Pipe Hanes Geo Components Harber Companies Highlight Electric Irvine Pipe Company ISCO Industries JC Supply & Manufacturing JT Construction Products, LLC L Johnson Construction L.B. Foster Construction Malcolm Drilling Company Michael Baker International, Inc. Miranda Logistics Murphy Industrial Coatings Pacific Corrugated Pipe Co. Peri Formworks Pipe Jacking Trenchless, Inc. Pro-Cast Products, Inc. PQM, Inc. The R. J. Noble Company Rupert Construction Supply Sierra Landscape Development Skyline Steel Spartan Mat, LLC Statewide Traffic Safety and Signs, Inc. Strength Transportation Management Titan Constructor Engineering V&A, Inc. Vulcan Materials
2-D	17-1001617	TransCore, LP <i>Tracy Marks</i>	Dimension Data North America, Inc. Full Traffic Maintenance, Inc. Kambrian Corporation Neteon Technologies, Inc. Safety Dynamic Group, Inc. Servitek Solutions, Inc. TJKM Transportation Consultants Traffic Loops Crackfilling, Inc. TransCore Holdings, Inc.

San Bernardino Council of Governments  
San Bernardino County Transportation Authority

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			TransCore Partners, LLC Yale/Chase Equipment & Services, Inc.
2-E	18-1001967	C.A. Rasmussen, Inc. <i>Charles Rasmussen</i>	Cal Stripe Case Pacific DC Hubs Construction Integrity Rebar Placers Power Up Enterprises Reycon Construction Statewide Traffic Safety & Signs
2-F	18-1001966	Traylor-Granite Joint Venture <i>C. John Meagher</i> <i>Bob Lofling</i>	COWI North America, Inc. CPM Logistics LLC Dan Brown & Associates Foothills Bridge Co. Granite Construction Company Hernandez, Kroone & Associates PPM Group, Inc. Terracon Consulting Engineers & Scientist Traylor Bros., Inc.
5	20-1002388	KOA Corporation <i>Chuck Stephan</i>	DSC Engineering Huitt-Zollars, Inc. Hunt Design Nuvis PacRim Engineering, Inc. Twinning
6	16-1001355	CDM Smith <i>Scott Allaire</i>	Resource Systems Economic & Planning Systems, Inc. Arlington Group
6	16-1001369	Ernst & Young Infrastructure Advisors, LLC <i>Tom Rousakis</i>	Fieldman, Rolapp & Associates, Inc. Montague DeRose and Associates, LLC
8	16-1001546	Arcadis US, Inc. <i>Craig Halverson</i>	Betkon, Inc. Dynamic Engineering Services, Inc. Leighton Consulting, Inc. Meadows Consulting, Inc. Psomas SWE/Kleinfelder ZT Consulting Group

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9	APN 0253-052-27 0253-052-28	Steve Wuo Separate Property Trust <i>Steve Wuo</i>	None
9	APN 0252-161-36	Mary A. Toman Trust <i>Mary A. Toman</i>	None
		Zajec Trust <i>Valerie Lynn Zimmer</i>	None
10	16-1001516	Associated Civil & Transportation Consulting Enigneers, Inc. dba Advanced Civil Technologies <i>Jamal Salman</i>	Fehr and Peers Kleinfelder LSA Associates Overland, Pacific & Cutler Psomas Tatsumi and Partners TranSystem

***Financial Impact:***

This item has no direct impact on the budget.

***Reviewed By:***

This item is prepared for review by Board of Directors and Committee members.

***Responsible Staff:***

Paula Beauchamp, Director of Project Delivery and Toll Operations

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Approved  
Board of Directors Metro Valley Study Session  
Date: November 12, 2020

Witnessed By:

San Bernardino Council of Governments  
San Bernardino County Transportation Authority

## ***Minute Action***

### AGENDA ITEM: 2

**Date:** *November 12, 2020*

**Subject:**

Construction Contract Change Orders to On-Going Construction Contracts

**Recommendation:**

Receive and file change order report.

**Background:**

San Bernardino County Transportation Authority (SBCTA) has twelve (12) on-going construction contracts, of which six (6) have had Construction Change Orders (CCOs) approved since the last reporting to the Board of Directors Metro Valley Study Session through October 23, 2020. The CCOs are listed below.

A. Contract Number (CN) 19-1002181 with Granite Construction Company for the Archibald Avenue Improvements Project at State Route 60 (SR 60): CCO No. 15 (no cost/no credit change to revise staging for construction of Retaining Wall 16).

B. CN 19-1002078 with Guy F. Atkinson Construction, LLC. For the State Route 210 (SR 210) Lane Addition, Base Line Interchange and Pavement Rehabilitation Project: CCO No. 5 Supplement 1 (no cost/no credit change to revise Dispute Resolution Board (DRB) specifications), CCO No. 10 (\$85,491.00 increase to compensate the Contractor for additional environmental requirements from The California Department of Fish and Wildlife), CCO No. 12 (\$15,000.00 increase to compensate the Contractor for additional K-rail relocation because of a public incident), CCO No. 13 (no cost/no credit change to revise ramp closure charts), CCO No. 14 (\$24,312.00 increase to compensate the Contractor for revised pile layout for Retaining Wall 1021), CCO No. 15 (\$4,035.00 increase to compensate the Contractor for revisions to Santa Ana River Bridge Abutment 7-Right), CCO No. 16 (\$75,000.00 increase to compensate the Contractor for removal of man-made objects throughout the construction site), CCO No. 17 (\$20,000.00 increase to compensate the Contractor for repair of existing irrigation crossovers), CCO No. 18 (\$4,832.59 credit due to Agency provided street name signs), and CCO No. 19 (\$12,017.12 increase to compensate the Contractor for removal of asbestos shims at Sterling Avenue Bridge).

C. CN 17-1001599 with The Lane-Security Paving Joint Venture for the Interstate 10 (I-10) Corridor Contract 1 Project, Design-Build Contract: CCO No. 4 Supplemental 4 (no cost/no credit change to include executed utility agreements).

D. CN 17-1001617 with Transcore, LP for Toll Service Provider Contract under the I-10 Corridor Contract 1 Project: CCO No. 6 (\$1,952.00 credit due to revised enforcement beacon specifications), and CCO No. 7 (\$193,850.00 increase to compensate the Contractor for adding Traffic Regulation Data Management Systems (TRDMS) to an additional two on-ramps).

E. CN 18-1001967 with C.A. Rasmussen, Inc. for the US 395 Phase 1 Widening Project: CCO No. 22 Supplement 1 (\$150,000.00 increase to compensate the Contractor for revisions at North of Mojave Drive Intersection), CCO No. 28 (\$50,000.00 increase to compensate the Contractor for added Midwest Guardrail System (MGS) per the California Department of Transportation

*Entity: San Bernardino County Transportation Authority*

## Board of Directors Metro Valley Study Session Agenda Item

November 12, 2020

Page 2

(Caltrans) Safety Commission) and CCO No. 32 (\$45,000.00 increase to compensate the Contractor for additional Caltrans Safety Commission revisions).

F. CN 18-1001966 with Traylor – Granite Joint Venture for the Design-Build Contract for the Mount Vernon Avenue Viaduct Project: CCO No. 1 (\$21,500.00 increase to compensate the Contractor for added perimeter fence, K-rail and signage).

***Financial Impact:***

This item imposes no financial impact, as all CCOs are within previously approved contingency amounts under: Task No. 0820 Freeway Projects, Sub-Task Nos. 0823 I-10 Corridor Contract 1, 0887 State Route 210 Lane Addition, and 0891 US 395 Widen SR 18/ Chamberlaine/City Adelanto; Task No. 0830 Interchange Projects, Sub-Task Nos. 0803 SR 210 Baseline Road Interchange and 0894 SR 60 Archibald Avenue Interchange; and Task No. 0860 Arterial Projects, Sub-Task No. 0827 Mt. Vernon Viaduct.

***Reviewed By:***

This item is not scheduled for review by any other policy committee or technical advisory committee.

***Responsible Staff:***

Paula Beauchamp, Director of Project Delivery and Toll Operations

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Approved

Board of Directors Metro Valley Study Session

Date: November 12, 2020

Witnessed By:

Board of Directors Metro Valley Study Session  
Construction Change Orders Log

<b>I-10 Cherry Avenue Landscaping EEP – Executed Change Orders</b>		
Number	Description	Amount
1	Remove Broken Sidewalk Skim-Coat Concrete	\$1,500.00
2	Irrigation Repairs at Arrow Truck Sales	\$1,000.00
3	Replace Sidewalk	\$56,700.00
4	Added 21 Working Days to the Contract	\$2,867.58
4 S-1	Add 15 Working Days to the Contract	\$6,144.82
5	Replenishment of Existing Wood Mulch	\$93,572.50
<b>CCO TOTAL</b>		<b>\$161,784.90</b>
<b>TOTAL CONTINGENCY AND SUPPLEMENTAL</b>		<b>\$188,613.00</b>

<b>I-10 Tippecanoe Avenue Landscaping EEP – Executed Change Orders</b>		
Number	Description	Amount
1	Replace Frost Damaged Plant Material	\$796.00
2	Replace Caltrans Phase I Irrigation Controller	\$7,777.09
3	Additional Tree Replacement	\$859.86
<b>CCO TOTAL</b>		<b>\$9,432.95</b>
<b>TOTAL CONTINGENCY AND SUPPLEMENTAL</b>		<b>\$31,590.00</b>

<b>Archibald Avenue Improvements Project at SR 60 – Executed Change Orders</b>		
Number	Description	Amount
3	Maintain Traffic	\$25,000.00
5	Staging Changes	(\$267.57)
6	Partnering	\$20,000.00
7	Stormwater Pollution Prevention Program Maintenance	\$25,000.00
13	Water Line Revisions Due to COVID-19	\$55,889.00
<b>15</b>	<b>Combine Stages 2 and 3 for Retaining Wall 16</b>	<b>\$0.00</b>
<b>CCO TOTAL</b>		<b>\$125,621.43</b>
<b>TOTAL CONTINGENCY AND SUPPLEMENTAL</b>		<b>\$2,122,333.00</b>

<b>SR 210 Lane Addition, Base Line I/C and Pavement Rehabilitation – Executed Change Orders</b>		
Number	Description	Amount
1	Maintain Traffic SR 210 Lane Addition	\$300,000.00
2	Maintain Traffic SR 210 Base Line Interchange	\$50,000.00
3	Maintain Traffic SR 210 Pavement Rehabilitation	\$150,000.00
4	Partnering	\$100,000.00
5	Dispute Resolution Board	\$50,000.00
<b>5 S-1</b>	<b>Revised Dispute Resolution Board Specifications</b>	<b>\$0.00</b>
6	Federal Training Program	\$50,000.00
7	Storm Water Best Management Practice Maintenance	\$100,000.00
8	Existing Roadway Repair	\$80,000.00
9	Bird Exclusionary Devices	\$50,000.00
<b>10</b>	<b>Added Environmental Requirements</b>	<b>\$85,491.00</b>

**Bolded** - Construction Change Orders approved since the last reporting to the Metro Valley Study Session  
Amounts shown in parentheses represent a credit to the Agency

<b>12</b>	<b>K-rail Relocation Due to A Public Incident</b>	<b>\$15,000.00</b>
<b>13</b>	<b>Revised Ramp Closure Charts</b>	<b>\$0.00</b>
<b>14</b>	<b>Revised Pile Layout for Retaining Wall 1021</b>	<b>\$24,312.00</b>
<b>15</b>	<b>Revisions to Santa Ana River Bridge Abutment 7-Right</b>	<b>\$4,035.00</b>
<b>16</b>	<b>Removal of Buried Man-Made Objects</b>	<b>\$75,000.00</b>
<b>17</b>	<b>Repair of Existing Irrigation Crossovers</b>	<b>\$20,000.00</b>
<b>18</b>	<b>Agency Provided Street Name Signs</b>	<b>(\$4,832.59)</b>
<b>19</b>	<b>Removal of Asbestos Shims at Sterling Ave Bridge</b>	<b>\$12,017.12</b>
<b>CCO TOTAL</b>		<b>\$1,161,022.53</b>
<b>TOTAL CONTINGENCY AND SUPPLEMENTAL</b>		<b>\$34,927,690.07</b>

<b>SR 210 Pepper Avenue Interchange EEP – Executed Change Orders</b>		
<b>Number</b>	<b>Description</b>	<b>Amount</b>
1	Repairs to Existing Site Irrigation	\$10,000.00
	<b>CCO TOTAL</b>	<b>\$10,000.00</b>
	<b>TOTAL CONTINGENCY AND SUPPLEMENTAL</b>	<b>\$31,244.80</b>

<b>I-215 Segment 1 &amp; 3 Landscape Replacement Project – Executed Change Orders</b>		
<b>Number</b>	<b>Description</b>	<b>Amount</b>
1	Maintain Public Traffic	\$25,000.00
2	Storm Water Shared Costs	\$25,000.00
3	Establish Dispute Resolution Advisor	\$5,000.00
4	Remove and Dispose of Rock Cobble	\$10,000.00
4 S-1	Additional Funds	\$15,000.00
4 S-2	Additional Funds	\$4,854.82
5	Cleaning of Drainage Systems	\$25,000.00
6	Removal of Dead Trees	\$10,000.00
7	Change from 15 Gallon to 5 Gallon Plant Size	(\$43,663.00)
7 S-1	Additional Funds	\$2,221.02
8	Repairs to Existing Facilities	\$3,000.00
8 S-1	Additional Funds	\$2,000.00
8 S-2	Additional Funds	\$4,500.00
8 S-3	Additional Funds	\$15,250.00
8 S-4	Additional Funds	\$3,930.65
9	Lane Closure Chart Revisions	\$0.00
9 S-1	Lane Closure Chart Revisions	\$0.00
10	PVC Ball Valve	\$0.00
11	Repair Fiber Optic Cable	\$4,070.87
12	Irrigation Water Payment	\$32,384.52
12 S-1	Additional Funds	\$8,487.04
12 S-2	Additional Funds	\$1,656.78
12 S-3	Additional Funds	\$1,634.70
12 S-4	Additional Funds	\$1,603.65
12 S-5	Additional Funds	\$5,007.79
12 S-6	Additional Funds	\$5,739.61

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 Amounts shown in parentheses represent a credit to the Agency

12 S-7	Additional Funds	\$6,753.56
12 S-8	Additional Funds	\$8,666.48
12 S-9	Additional Funds	\$4,744.77
12 S-10	Additional Funds	\$5,482.89
12 S-11	Additional Funds	\$2,874.37
12 S-12	Additional Funds	\$466.51
12 S-13	Additional Funds	\$493.89
13	Increase in Gravel Mulch Costs	\$158,215.90
14	Repair Damage by Others	\$6,000.00
15	Additional Electrical Work	\$976.73
16	Additional Plant Establishment Work	\$5,000.00
16 S-1	Additional Funds	\$50,000.00
17	Remove Burned Palm Tree	\$4,000.00
<b>CCO TOTAL</b>		<b>\$421,353.55</b>
<b>TOTAL CONTINGENCY AND SUPPLEMENTAL</b>		<b>\$812,748.38</b>

<b>I-215 Segment 2 Landscape Replacement Project – Executed Change Orders</b>		
<b>Number</b>	<b>Description</b>	<b>Amount</b>
1	Maintain Public Traffic	\$2,000.00
2	Storm Water Shared Costs	\$10,000.00
3	Establish Dispute Resolution Advisor	\$5,000.00
4	Remove and Dispose of Rock Cobble	\$10,000.00
4 S-1	Additional Funds to Remove BNSF Ballast	\$40,000.00
4 S-2	Additional Funds to Remove and Dispose of Rock Cobble	\$20,000.00
4 S-3	Additional Funds to Remove and Dispose of Rock Cobble	\$3,000.00
5	Cleaning of Drainage Systems	\$25,000.00
6	Removal of Dead Trees	\$10,000.00
7	Revised Special Provisions for the Cost of Water	\$0.00
7 S-1	Water Cost Adjustment	\$5,000.00
8	Irrigation Revisions	\$656.30
9	Relocate Trees and Irrigation outside of Clear Recovery Zone	\$10,000.00
9 S-1	Additional Funds	\$1,206.16
10	Service Connection for Irrigation	\$5,000.00
10 S-1	Additional Funds	\$15,000.00
11	Revised Ball Valves Specifications	\$0.00
14	Revised Gravel Mulch Specifications	\$0.00
15	Added Irrigation Booster Pump	\$48,457.80
16	Added Closure Charts	\$0.00
17	Gravel Mulch Adjustment	\$187,717.00
<b>CCO TOTAL</b>		<b>\$398,037.26</b>
<b>TOTAL CONTINGENCY AND SUPPLEMENTAL</b>		<b>\$502,203.56</b>

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 Amounts shown in parentheses represent a credit to the Agency

I-10 Corridor Contract 1		
Design Build – Executed Change Orders		
Number	Description	Amount
1	Establish Dispute Review Board	\$75,000.00
2	Partnering	\$90,000.00
3	100 Day Extension for Utility Information Submittal	\$0.00
4	Addition of Executed Utility Agreements to Technical Provisions	\$0.00
4 S-1	Executed / Revised Utility Agreements	\$0.00
4 S-2	Executed / Revised Utility Agreements	\$0.00
4 S-3	Executed / Revised Utility Agreements	\$0.00
<b>4-S4</b>	<b>Executed Utility Agreements</b>	<b>\$0.00</b>
5	Overhead Sign Location Change	\$0.00
7	Provide for CHP & Maintenance Observation/Enforcement Area	\$0.00
11	Revised Pavement Delineation Detail	\$0.00
12	Mass Concrete Specification Revision	\$0.00
13	Temporary ITS Traffic Monitoring Stations	\$0.00
14	Concurrent Closure of 6th Street and Campus Avenue Bridges	\$0.00
15	Modify Utility Relocation Work Packages	\$0.00
16	Revised Requirements for Shop Drawings Submittals	\$0.00
17	Revised Ramp Lane Closure Requirements	\$0.00
18	Revised Tech Provision 14.3.5 “Design Submittals” Requirements	\$0.00
19	Modifications to the Project Aesthetics and Landscape Master Plan	\$0.00
20	Added Pool Removal and (2) Electrical Panel Replacements	\$42,790.00
21	Revised SHOPP Pavement Rehabilitation Work Limits	\$657,200.00
22	Revised East End Ultimate Paving Limits	\$257,050.00
23	4th Street Striping	\$14,000.00
24	GAD and ROW Revisions	(\$470,125.00)
25	Deletion of Sound Wall 1190	(\$322,150.00)
		<b>CCO TOTAL</b>
		<b>\$343,765.00</b>
		<b>TOTAL CONTINGENCY AND SUPPLEMENTAL</b>
		<b>\$72,769,000.00</b>

Toll Service Provider – Executed Change Orders		
Number	Description	Amount
1	Establish Dispute Review Board	\$75,000.00
2	Partnering	\$0.00
3	Right of Way (ROW) Revisions	\$0.00
4	Revised NTP 2 Start Date	\$0.00
<b>6</b>	<b>Revised Enforcement Beacon Specifications</b>	<b>(\$1,952.00)</b>
<b>7</b>	<b>Added TRDMS to Two On-Ramps</b>	<b>\$193,850.00</b>
		<b>CCO TOTAL</b>
		<b>\$266,898.00</b>
		<b>TOTAL CONTINGENCY AND SUPPLEMENTAL</b>
		<b>\$1,855,000.00</b>

US 395 Phase 1 Widening Project – Executed Change Orders		
Number	Description	Amount
1	Maintain Public Traffic	\$100,000.00
2	Storm Water Shared Costs	\$25,000.00

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Amounts shown in parentheses represent a credit to the Agency

3	Partnering	\$20,000.00
4	Establish Dispute Resolution Advisor	\$20,000.00
5	Cleaning of Drainage Systems	\$30,000.00
6	Buried Man-Made Objects	\$15,000.00
7	Maintain Existing Temporary Electrical Systems	\$15,000.00
7 S-1	Additional Funds	\$85,000.00
8	Maintain Temporary Tortoise Fence	\$15,000.00
9	Revised Temporary HMA Requirements	(\$11,000.00)
10	Revised Temporary HMA Specifications	(\$3,180.00)
11	Additional Earthwork	\$35,905.00
12	Protect Existing Drainage Systems	\$70,000.00
13	Added Saw Cut to coordinate with Kinder Morgan work	\$24,304.00
14	Provide Access to A Local Business	\$11,800.00
15	Quantity Increases; Bid Items 21, 26 & 83	\$78,780.00
15 S-1	Revised Bid Item Quantities	\$356,374.49
15 S-2	Revised Bid Item Quantities	\$34,801.30
16	Drainage System 14 Modifications	\$10,270.00
17	Removal of 31 Concrete Headwalls and Wingwalls	\$52,583.75
18	Drainage System 7 Modifications	\$31,356.00
19	Adjust Manholes to Grade	\$10,000.00
19 S-1	Additional Funds	\$5,000.00
20	Additional HMA Paving for Revised Staging	\$127,670.90
21	Modified Drainage System Opening on Retaining Wall 794	\$4,103.35
22	Revisions at North of Mojave Drive Intersection	\$150,000.00
22 S-1	<b>Revisions at North of Mojave Drive Intersection</b>	<b>\$150,000.00</b>
23	Revised Pile Cap Concrete Requirement for Sound Wall 875	\$217,665.25
25	Added curb on the Southeast Corner of Air Base Road	\$2,040.00
26	Electrical Design Changes at the Air Base Road Intersection	\$43,363.00
27	Added Hydroseed	\$35,324.00
28	<b>Added MGS per Safety Commission</b>	<b>\$50,000.00</b>
29	Additional Pavement Markings and Striping	\$50,000.00
29 S-1	Additional Funds	\$7,000.00
30	Revised Joshua Wash Bridge Wingwalls	\$50,000.00
32	<b>Additional Safety Commission Revisions</b>	<b>\$45,000.00</b>
<b>CCO TOTAL</b>		<b>\$1,964,161.04</b>
<b>TOTAL CONTINGENCY AND SUPPLEMENTAL</b>		<b>\$8,741,611.75</b>

Monte Vista Grade Separation – Executed Change Orders		
Number	Description	Amount
1	Establish Dispute Resolution Board	\$15,000.00
1 S-1	Revise Special Provision Language	\$0.00
1 S-2	Additional Funds	\$10,000.00
2	Partnering Workshop	\$15,000.00
3	Traffic Control	\$10,000.00
3 S-1	Additional Funds	\$10,000.00
4	Federal Training Program	\$12,000.00

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 Amounts shown in parentheses represent a credit to the Agency

5	Post-Tensioning Duct Size Change	\$0.00
7	Storm Water Shared Costs	\$50,000.00
8	Relocate 8" Water Line	\$8,000.00
8 S-1	Additional Funds	\$10,386.03
9	Drainage System for Adjacent Property	\$14,925.00
10	Masonry Block Change	\$0.00
11	Sewer Lateral Piping Size Change	\$6,013.00
12	Future Electrical Conduits for Montclair	\$39,385.00
13	Change in Phasing of Work	\$0.00
14	Precast Girder Reinforcement Change	\$0.00
15	Change in Phasing of Work	\$0.00
16	Water Line Modifications	\$8,790.00
16 S-1	TRO Payment for Delays Related to CCO No. 16	\$124,800.00
16 S-2	Additional Funds	\$54,689.60
17	Modify Overhead Signs and Install Pedestrian Barricades	\$6,765.97
21	Additional Sewer Service Lateral Connections	\$10,850.00
22	Girder Reinforcement Splicing Option	\$0.00
23	Deleting Sidewalk	(\$12,540.00)
25	HMA Along Private Access Road	\$16,000.00
26	Temporary Embankment for SCE	\$15,000.00
27	Temporary Shoring for SCE	\$60,00.00
28	Modify Water Line in Conflict with SCE	\$10,000.00
29	Storm Drain Lateral Realignment	\$14,110.00
31	Driveway for Future Development	\$3,187.80
32	Potholing/Locating AT&T & Level 3 Utilities	\$60,000.00
33	Deduction for Rejected Piles	(\$10,000.00)
34	Modified Quantities Due to the Field Conditions	\$29,257.95
34 S-1	Modified Quantities Due to the Field Conditions	\$105,453.57
34 S-2	Modified Quantities Due to the Field Conditions	\$9,450.00
35	Conduit for SCE Service Connection for Traffic Signal System	\$8,000.00
36	Additional MSE Wall Drainage	\$8,000.00
37	Water Supply Modifications	\$15,000.00
38	Seal Coat Specification Change	(\$2,000.00)
39	Removal of UPRR Sign Foundations	\$5,000.00
41	Resolution of NOPC No. 3	(\$59,986.00)
42	Revised Canopy at Taxi Yard	\$0.00
43	Landscaping Revisions	\$11,286.00
44	Added Headwall and Retaining Curb	\$10,000.00
45	Drainage Inlet Repair Damaged by Public	\$7,500.00
45 S-1	Additional Funds	\$381.43
46	Project Substantial Completion	\$0.00
47	Wire Mesh Substitution	\$15,000.00
48	Fence and Gate Revisions	\$52,336.60

**Bolded** - Construction Change Orders approved since the last reporting to the Metro Valley Study Session  
 Amounts shown in parentheses represent a credit to the Agency

49	Monument Modifications	\$6,500.00
49 S-1	Additional Monument Modifications	\$46,000.00
52	Additional work required by UPRR	\$10,577.00
53	Additional Erosion Control	\$16,000.00
54	Fence Repairs Damaged by Public	\$13,184.00
<b>CCO TOTAL</b>		<b>\$815,302.95</b>
<b>TOTAL CONTINGENCY AND SUPPLEMENTAL</b>		<b>\$2,498,958.60</b>

Mount Vernon Avenue Viaduct Design-Build Project – Executed Change Orders		
Number	Description	Amount
<b>1</b>	<b>Added Perimeter Fence, K-rail and Signage</b>	<b>\$21,500.00</b>
<b>CCO TOTAL</b>		<b>\$21,500.00</b>
<b>TOTAL CONTINGENCY AND SUPPLEMENTAL</b>		<b>\$17,230,000.00</b>

**Bolded** - Construction Change Orders approved since the last reporting to the Metro Valley Study Session  
 Amounts shown in parentheses represent a credit to the Agency

## ***Minute Action***

### AGENDA ITEM: 3

**Date:** *November 12, 2020*

**Subject:**

2021 Board of Directors Metro Valley Study Session Meeting Schedule

**Recommendation:**

Approve the 2021 Board of Directors Metro Valley Study Session meeting schedule.

**Background:**

The San Bernardino County Transportation Authority (SBCTA) Board of Directors Metro Valley Study Session (MVSS) regular meeting schedule is on the Thursday of the week following the SBCTA Board meeting, which is usually the second Thursday of the month. The Thursday meeting follows the Transit Committee meeting in the 1<sup>st</sup> Floor Lobby Board Room at the Santa Fe Depot. The start time of the meeting is dependent on the length of the Transit Committee meeting, with the typical start time being between 9:30 and 10:00 AM. Although a monthly schedule is adopted, it is acknowledged that when there are not sufficient business items to require a meeting, the meeting will be cancelled.

A quorum of the Board at the Study Session is the same as the quorum of the SBCTA Board of Directors. If less than a quorum of the Board is in attendance, the Board members in attendance may consider, discuss, and make recommendations to the Board regarding items on the Study Session agenda for Board action at its regular meetings.

Meeting dates and times may be modified upon request of the Study Session Chair due to an anticipated low attendance at a meeting. SBCTA staff, however, has been directed to make every effort to minimize deviation from the regular schedule to insure the continuity of meeting and participation.

A proposed 2021 meeting schedule is identified below for approval. Board members and staff are urged to calendar these meetings for the coming year. Advance confirmation of meetings or cancellation notices are part of SBCTA's standard procedure for meeting preparation. The proposed 2021 meeting schedule does conform to the Thursday of the week following the SBCTA Board of Directors meeting.

The proposed 2021 meeting dates are as follows:

#### **Metro Valley Study Session**

January 14, 2021	July 15, 2021* <b>(DARK)</b>
February 11, 2021	August 12, 2021
March 11, 2021	September 9, 2021
April 15, 2021*	October 14, 2021
May 13, 2021	November 10, 2021 – <i>Moved due to the Veteran's Day Holiday</i>
June 10, 2021	December 9, 2021

*\*This date falls on the 3<sup>rd</sup> Thursday of the month.*

*Entity: San Bernardino Council of Governments, San Bernardino County Transportation Authority*

## Board of Directors Metro Valley Study Session Agenda Item

November 12, 2020

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***Financial Impact:***

Approval of the regular meeting schedule has no impact upon the SBCTA budget. Activities to support the Metro Valley Study Session meetings are in the approved SBCTA budget under Task No. 0815 Measure I Program Management and Project Delivery.

***Reviewed By:***

This item is not scheduled for review by any other policy committee or technical advisory committee.

***Responsible Staff:***

Paula Beauchamp, Director of Project Delivery and Toll Operations

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Approved  
Board of Directors Metro Valley Study Session  
Date: November 12, 2020

Witnessed By:

San Bernardino Council of Governments  
San Bernardino County Transportation Authority

# SBCTA / SBCOG 2021 Master Calendar

~ January 2021 ~

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1 New Year's Day Holiday	2
3	4	5	6 Board	7 *City/County Manager's TAC (CANCELLED) SCAG Regional Council Orthodox Christmas	8	9
10	11	12	13 General Policy Committee Legislative Policy Committee	14 Transit Committee Metro Valley Study Session I-10/I-15 Joint Sub-Committee Orthodox New Year	15 Mt/Desert Policy Committee	16
17	18 Martin Luther King Day Holiday	19	20 LAFCO Hearing	21	22	23
24	25	26	27 League of California Cities New Mayors & Council Members Academy	28 League of California Cities New Mayors & Council Members Academy	29 League of California Cities New Mayors & Council Members Academy	30
31	<b>NOTES:</b> *City/County Manager's TAC cancelled due to Holiday.					

Board of Directors meetings start at 10:00 a.m.  
General Policy Committee starts at 9:00 a.m.  
Mountain/Desert Committee starts at 9:30 a.m.

Legislative Policy Committee starts at 9:30 a.m.  
Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.  
I-10/I-15 Joint Sub-Committee starts at 10:00 a.m.

# SBCTA / SBCOG 2021 Master Calendar

~ February 2021 ~

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3 Board	4 City/County Manager's TAC SCAG Regional Council	5	6
7	8	9	10 General Policy Committee Legislative Policy Committee	11 Transit Committee Metro Valley Study Session I-10/I-15 Joint Sub-Committee	12	13
14	15 Presidents' Day Holiday	16	17 LAFCO Hearing	18	19 Mt/Desert Policy Committee	20 NACo Legislative Conference
21 NACo Legislative Conference	22 NACo Legislative Conference	23 NACo Legislative Conference	24 NACo Legislative Conference	25	26	27
28						

Board of Directors meetings start at 10:00 a.m.  
General Policy Committee starts at 9:00 a.m.  
Mountain/Desert Committee starts at 9:30 a.m.

Legislative Policy Committee starts at 9:30 a.m.  
Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.  
I-10/I-15 Joint Sub-Committee starts at 10:00 a.m.

# SBCTA / SBCOG 2021 Master Calendar

~ March 2021 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3 Board	4 City/County Manager's TAC SCAG Regional Council	5	6
7	8	9	10 General Policy Committee Legislative Policy Committee	11 Transit Committee Metro Valley Study Session I-10/I-15 Joint Sub-Committee	12	13
14 Daylight Savings Time Begins	15	16	17 LAFCO Hearing	18	19 Mt/Desert Policy Committee	20
21	22	23	24	25	26	27 Passover
28 Passover	29 Passover	30 Passover	31 Cesar Chavez Day Passover			

Board of Directors meetings start at 10:00 a.m.  
 General Policy Committee starts at 9:00 a.m.  
 Mountain/Desert Committee starts at 9:30 a.m.

Legislative Policy Committee starts at 9:30 a.m.  
 Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.  
 I-10/I-15 Joint Sub-Committee starts at 10:00 a.m.

# SBCTA / SBCOG 2021 Master Calendar

~ April 2021 ~

Sun	Mon	Tue	Wed	Thu	Fri	Sat
<b>NOTES:</b> *This date falls on the 3 <sup>rd</sup> Thursday of the month.				<b>1</b> City/County Manager's TAC  SCAG Regional Council  Passover	<b>2</b>  Good Friday  Passover	<b>3</b>  Passover
<b>4</b> Easter	<b>5</b>	<b>6</b>	<b>7</b> Board	<b>8</b>	<b>9</b>	<b>10</b>
<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b> General Policy Committee  Legislative Policy Committee	<b>15</b> *Transit Committee  *Metro Valley Study Session  *I-10/I-15 Joint Sub-Committee	<b>16</b> Mt/Desert Policy Committee	<b>17</b>
Ramadan	Ramadan	Ramadan	Ramadan	Ramadan	Ramadan	Ramadan
<b>18</b>	<b>19</b>	<b>20</b>	<b>21</b> LAFCO Hearing	<b>22</b>	<b>23</b>	<b>24</b>
Ramadan	Ramadan	Ramadan	Ramadan	Ramadan	Ramadan	Ramadan
<b>25</b>	<b>26</b>	<b>27</b>	<b>28</b>	<b>29</b>	<b>30</b>	
Ramadan	Ramadan	Ramadan	Ramadan	Ramadan	Ramadan	

Board of Directors meetings start at 10:00 a.m.  
General Policy Committee starts at 9:00 a.m.  
Mountain/Desert Committee starts at 9:30 a.m.

Legislative Policy Committee starts at 9:30 a.m.  
Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.  
I-10/I-15 Joint Sub-Committee starts at 10:00 a.m.

# SBCTA / SBCOG 2021 Master Calendar

~ May 2021 ~

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1 Ramadan
2 Ramadan	3 Ramadan	4 Ramadan	5 Board	6 City/County Manager's TAC SCAG General Assembly (Tentative)	7 SCAG General Assembly (Tentative)	8 Ramadan
9 Laylat al-Qadr Ramadan	10 Ramadan	11 Ramadan	12 General Policy Committee Legislative Policy Committee	13 Transit Committee Metro Valley Study Session I-10/I-15 Joint Sub-Committee	14	15
16 Shavuot	17 Shavuot	18 Shavuot	19 LAFCO Hearing	20	21 Mt/Desert Policy Committee	22
23	24	25	26	27	28	29
30	31 Memorial Day Holiday					

Board of Directors meetings start at 10:00 a.m.  
General Policy Committee starts at 9:00 a.m.  
Mountain/Desert Committee starts at 9:30 a.m.

Legislative Policy Committee starts at 9:30 a.m.  
Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.  
I-10/I-15 Joint Sub-Committee starts at 10:00 a.m.

# SBCTA / SBCOG 2021 Master Calendar

~ June 2021 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2 Board	3 City/County Manager's TAC SCAG Regional Council	4	5
6	7	8	9 General Policy Committee Legislative Policy Committee	10 Transit Committee Metro Valley Study Session I-10/I-15 Joint Sub-Committee	11 *Mt/Desert Policy Committee	12
13	14	15	16 LAFCO Hearing	17 City/County Conference	18 City/County Conference	19
20	21	22	23 US Conference of Mayors	24 US Conference of Mayors	25 US Conference of Mayors	26 US Conference of Mayors
27 US Conference of Mayors	28 US Conference of Mayors	29 US Conference of Mayors	30 US Conference of Mayors	<b>NOTES:</b> *Mt/Desert Policy Committee moved to 2 <sup>nd</sup> week due to conflict with City/County Conference. **It is important to note we do not have any information on when the League of CA Cities Mayors & Council Members Executive Forum will take place.		

Board of Directors meetings start at 10:00 a.m.  
 General Policy Committee starts at 9:00 a.m.  
 Mountain/Desert Committee starts at 9:30 a.m.

Legislative Policy Committee starts at 9:30 a.m.  
 Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.  
 I-10/I-15 Joint Sub-Committee starts at 10:00 a.m.

# SBCTA / SBCOG 2021 Master Calendar

~ July 2021 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
<b>NOTES:</b> *No policy committee meetings.				<b>1</b> City/County Manager's TAC SCAG Regional Council US Conference of Mayors	<b>2</b>	<b>3</b>
<b>4</b> Independence Day	<b>5</b> Independence Day (Observed)	<b>6</b>	<b>7</b> Board	<b>8</b>	<b>9</b>	<b>10</b>
<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b> *General Policy Committee (DARK)  *Legislative Policy Committee (DARK)	<b>15</b> *Transit Committee (DARK)  *Metro Valley Study Session (DARK)  *I-10/I-15 Joint Sub-Committee (DARK)	<b>16</b> *Mt/Desert Policy Committee (DARK)  NACo Annual Meeting	<b>17</b>  NACo Annual Meeting
<b>18</b>  NACo Annual Meeting	<b>19</b> Eid al-Adha	<b>20</b> Eid al-Adha	<b>21</b> LAFCO Hearing  Eid al-Adha	<b>22</b> Eid al-Adha	<b>23</b> Eid al-Adha	<b>24</b>
<b>25</b>	<b>26</b>	<b>27</b>	<b>28</b>	<b>29</b>	<b>30</b>	<b>31</b>

Board of Directors meetings start at 10:00 a.m.  
 General Policy Committee starts at 9:00 a.m.  
 Mountain/Desert Committee starts at 9:30 a.m.

Legislative Policy Committee starts at 9:30 a.m.  
 Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.  
 I-10/I-15 Joint Sub-Committee starts at 10:00 a.m.

# SBCTA / SBCOG 2021 Master Calendar

~ August 2021 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4 *Board (DARK)	5 City/County Manager's TAC SCAG Regional Council	6	7
8	9	10 Muharram	11 General Policy Committee Legislative Policy Committee	12 Transit Committee Metro Valley Study Session I-10/I-15 Joint Sub-Committee	13	14
15	16	17	18 LAFCO Hearing	19	20 Mt/Desert Policy Committee	21
22	23	24	25	26	27	28
29 Janmashtami	30	31	NOTES:  *No Board Meeting.			

Board of Directors meetings start at 10:00 a.m.  
 General Policy Committee starts at 9:00 a.m.  
 Mountain/Desert Committee starts at 9:30 a.m.

Legislative Policy Committee starts at 9:30 a.m.  
 Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.  
 I-10/I-15 Joint Sub-Committee starts at 10:00 a.m.

# SBCTA / SBCOG 2021 Master Calendar

~ September 2021 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1 Board	2 City/County Manager's TAC SCAG Regional Council	3	4
5	6 Labor Day Holiday Rosh Hashanah	7 Rosh Hashanah	8 General Policy Committee Legislative Policy Committee Rosh Hashanah	9 Transit Committee Metro Valley Study Session I-10/I-15 Joint Sub-Committee	10	11
12	13	14	15 LAFCO Hearing Yom Kippur	16 Yom Kippur	17 Mt/Desert Policy Committee	18
19	20 Sukkot	21 Sukkot	22 Sukkot	23 Sukkot	24 Sukkot	25 Sukkot
26 Sukkot	27 Sukkot Shemini Atzeret	28 Shemini Atzeret Simchat Torah	29 Shemini Atzeret Simchat Torah	30		

Board of Directors meetings start at 10:00 a.m.  
 General Policy Committee starts at 9:00 a.m.  
 Mountain/Desert Committee starts at 9:30 a.m.

Legislative Policy Committee starts at 9:30 a.m.  
 Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.  
 I-10/I-15 Joint Sub-Committee starts at 10:00 a.m.

# SBCTA / SBCOG 2021 Master Calendar

~ October 2021 ~

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6 Board Navratri	7 City/County Manager's TAC SCAG Regional Council	8	9
10	11 Columbus Day Holiday	12	13 General Policy Committee Legislative Policy Committee	14 Transit Committee Metro Valley Study Session I-10/I-15 Joint Sub-Committee	15 Mt/Desert Policy Committee	16
17	18 Prophet Muhammad's Birthday	19	20 LAFCO Hearing	21	22	23
24	25	26	27	28	29	30
31 Halloween	*It is important to note we do not have any information on when the League of CA Cities Annual Conference or the APTA Annual Meeting will take place.					

Board of Directors meetings start at 10:00 a.m.  
General Policy Committee starts at 9:00 a.m.  
Mountain/Desert Committee starts at 9:30 a.m.

Legislative Policy Committee starts at 9:30 a.m.  
Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.  
I-10/I-15 Joint Sub-Committee starts at 10:00 a.m.

# SBCTA / SBCOG 2021 Master Calendar

~ November 2021 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3 Board	4 City/County Manager's TAC  SCAG Regional Council  Diwali	5	6
7 Daylight Savings Time Ends	8	9	10 *General Policy Committee  *Legislative Policy Committee  *Transit Committee  *Metro Valley Study Session  *I-10/I-15 Joint Sub- Committee	11 Veteran's Day Holiday	12 **Mt/Desert Policy Committee	13
14	15	16	17 LAFCO Hearing	18	19	20
21	22	23	24	25 Thanksgiving Day Holiday	26 Thanksgiving Day After	27
28 Hanukkah	29 Hanukkah	30 CSAC Annual Meeting  Hanukkah	<b>NOTES:</b> *Meetings moved due to Holiday, agendas will be adjusted as needed to cancel unnecessary meetings. **Mt/Desert Policy Committee moved to 2 <sup>nd</sup> week due to Holidays.			

Board of Directors meetings start at 10:00 a.m.  
 General Policy Committee starts at 9:00 a.m.  
 Mountain/Desert Committee starts at 9:30 a.m.

Legislative Policy Committee starts at 9:30 a.m.  
 Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.  
 I-10/I-15 Joint Sub-Committee starts at 10:00 a.m.

# SBCTA / SBCOG 2021 Master Calendar

~ December 2021 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
<b>NOTES:</b> *Mt/Desert Policy Committee moved to 2 <sup>nd</sup> week due to Holidays.			<b>1</b> Board  CSAC Annual Meeting  Hanukkah	<b>2</b> City/County Manager's TAC  SCAG Regional Council  CSAC Annual Meeting  Hanukkah	<b>3</b>  CSAC Annual Meeting  Hanukkah	<b>4</b>  Hanukkah
<b>5</b>  Hanukkah	<b>6</b>  Hanukkah	<b>7</b>	<b>8</b> General Policy Committee  Legislative Policy Committee	<b>9</b> Transit Committee  Metro Valley Study Session  I-10/I-15 Joint Sub-Committee	<b>10</b> *Mt/Desert Policy Committee	<b>11</b>
<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>  LAFCO Hearing	<b>16</b>	<b>17</b>	<b>18</b>
<b>19</b>	<b>20</b>	<b>21</b>	<b>22</b>	<b>23</b>	<b>24</b>  Christmas Eve Holiday	<b>25</b>  Christmas Day
<b>26</b>  Kwanzaa	<b>27</b>  Kwanzaa	<b>28</b>  Kwanzaa	<b>29</b>  Kwanzaa	<b>30</b>  Kwanzaa	<b>31</b>  New Years Eve Holiday  Kwanzaa	

Board of Directors meetings start at 10:00 a.m.  
General Policy Committee starts at 9:00 a.m.  
Mountain/Desert Committee starts at 9:30 a.m.

Legislative Policy Committee starts at 9:30 a.m.  
Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.  
I-10/I-15 Joint Sub-Committee starts at 10:00 a.m.

## ***Minute Action***

### AGENDA ITEM: 4

***Date:*** *November 12, 2020*

***Subject:***

On-Call Legal Services Request for Proposals

***Recommendation:***

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

Approve the release of Request for Proposals No. 21-1002498 for On-Call Legal Services in support of the Project Delivery and Toll Operations Department.

***Background:***

The purpose of this agenda item is to re-procure legal services in support of the Project Delivery and Toll Operations Department and to expand the legal services to also address issues associated with environmental and construction topics. Presently, legal services are provided for Right-of-Way (ROW) acquisition and utility relocation services in an on-call manner in support of the various Project Delivery projects. The San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) authorized the release of a Request for Proposals (RFP) in 2015, and awarded the current legal services contract in early 2016, for a not-to-exceed amount of \$6 million with a duration of five years. The contract was amended once to add two years to the contract duration and add \$3.7 million to the contract value to allow for continuous activity on the Interstate 10 (I-10) Corridor Contract 1 and the Mount Vernon Viaduct Projects. Legal services for environmental or construction topics are provided through smaller contracts awarded by General Counsel. Given a current cost of approximately \$1.63 million per year, it is estimated based on the needs of the projects listed in the table below that an \$8 million contract with a five-year duration would be needed.

The ROW legal services contract has been key to successful navigation through complex property acquisitions, utility relocations, and negotiations on railroad agreements. Services include coordinating with and advising ROW consultants, appraisers, and engineers and, when necessary, assistance with property owners' negotiations. The assistance includes advising staff and conducting negotiations directly with property owners who are represented by legal counsel. Assistance has also been provided related to relocations of tenants including advisement of new requirements during the Covid-19 pandemic. Preparation of offer packages, purchase and sale agreements and supporting documentation for legal and administrative settlements, and resolutions of necessity has been performed. For more complicated acquisitions, staff requires assistance in preparing and evaluating studies, reports and documentation regarding valuation and impacts to particular properties and businesses. When voluntary acquisition is not possible, the legal team will prepare all pleadings and file condemnation lawsuits to acquire the necessary property and represent SBCTA in all aspects of litigation through final resolution. In conjunction with the activities related to acquisition, the team also supported the activities related to utility coordination including direct negotiations with attorneys for the utilities. Involvement by the team was critical in encouraging timely relocation of facilities by utility owners. The legal team was essential in assisting SBCTA's efforts to

***Entity:*** *San Bernardino County Transportation Authority*

## Board of Directors Metro Valley Study Session Agenda Item

November 12, 2020

Page 2

acquire all necessary property in a timely fashion to secure funding and allow certification of the ROW which is required to proceed to project construction.

With many projects in or approaching construction the need for legal services for advising on potential claims is needed and the need will increase as the number of projects that move into construction increases. Given the enormity of the I-10 Corridor Contract 1, alone, it is recommended by staff to protect SBCTA's interest with legal advisement while the contract is administered to avoid costly and lengthy disputes. A few instances have surfaced where staff has sought legal advisement. The on-call legal contract will facilitate the timely assistance to staff. Similarly, with changing environmental regulations, the availability of legal counsel who can assist with understanding and implementing new regulations that would be to the benefit of SBCTA.

It is anticipated that legal services will be necessary for the following ongoing and upcoming projects:

Project	Current Phase	Pending Negotiations	Disposal of Surplus Property or conveyance to Caltrans or City
State Route 60 (SR 60) Archibald Avenue Interchange	Construction	Yes	Yes
SR 60 Central Avenue Interchange	Construction	Yes	Yes
Interstate 215 (I-215) Barton Road Interchange	Plant Establishment	No	Yes
US 395 Corridor	Construction	No	Yes
I-10 Corridor	Construction	Yes	Yes
I-10 Cedar Avenue Interchange	Design	Yes	Yes
I-10 Mount Vernon Avenue Interchange	Design	Yes	TBD
State Route 210 (SR 210) Lane Addition	Construction	No	Yes
SR 210 Base Line Interchange	Construction	No	Yes
I-215 University Parkway Interchange	Design	Yes	Yes
Mount Vernon Viaduct	Construction	Yes	Yes
Interstate 15 (I-15) Corridor Contract 1	Design	No	Yes

With the need to protect SBCTA's continuing interests, staff requests that RFP No. 21-1002498 be released with the expanded scope of work to allow for inclusion of environmental and construction related legal services in full support of the Project Delivery and Toll Operations Department.

***Financial Impact:***

This item is consistent with the Fiscal Year 2020/2021 Budget.

San Bernardino County Transportation Authority

Board of Directors Metro Valley Study Session Agenda Item

November 12, 2020

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***Reviewed By:***

This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft RFP.

***Responsible Staff:***

Paula Beauchamp, Director of Project Delivery and Toll Operations

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San Bernardino County Transportation Authority

Approved  
Board of Directors Metro Valley Study Session  
Date: November 12, 2020

Witnessed By:

**ATTACHMENT A – SCOPE OF SERVICES**

## ATTACHMENT A

### SCOPE OF SERVICES

Provide legal services on an as needed basis in support of SBCTA's Project Delivery and Toll Operations Program. Such legal services shall include pre-litigation advice, representation in litigation and subject matter may relate to any project related tasks as requested by SBCTA staff and may pertain to environmental, Right-of-Way, construction, or toll operations topics.

Environmental legal services to be provided include, but are not limited to the following:

- Advise SBCTA on current environmental topics.
- Evaluate environmental issues as it pertains to CEQA or NEPA and regulatory requirements.
- Develop responses and provide input to finalize documents, permits, agreements, etc. that are necessary for environmental mitigation.

Right-of-Way legal services to be provided include, but are not limited to the following:

- Assist in negotiations to acquire property, including mediation.
- Coordinate with other Right-of-Way consultants, appraisers, engineers, etc.
- Assist in preparing offer packages made to owners of property being acquired for project implementation.
- Assist in preparing documentation to support Legal and Administrative settlements.
- Assist in preparing resolutions of necessity and supporting documents.
- Assist in preparing any studies, reports or documentation necessary to justify acquisitions.
- Prepare all pleadings and represent SBCTA through final resolution, whether by settlement, trial, or appeal in condemnation actions, inverse condemnation actions and any other litigation or proceedings (including administrative proceedings concerning relocation claims) relating to the acquisition of any property needed for project implementation.

Provide Construction Legal Services that include, but are not limited to:

- Advise on potential construction delay situations.
- Develop responses, or assist in developing responses to contractors.
- Provide analysis of situations, if needed coordinate with other contractors, engineers, etc.

Provide Toll Operations Legal Services that include, but are not limited to:

- Liability.
- Privacy Policy Requirement Updates.
- Industry-wide Legal Challenges.
- Emerging topics pertaining to any aspect of Toll Operations.
- Prepare all pleadings and represent SBCTA through final resolution, whether by settlement or trial.

## ***Minute Action***

### AGENDA ITEM: 5

**Date:** *November 12, 2020*

**Subject:**

Metrolink Station Accessibility Improvement Project Phase-II - Award Design Contract

**Recommendation:**

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

- A. Approve award of Contract No. 20-1002388 with KOA Corporation for the preparation of Plans, Specifications and Estimate and Right-of-Way Engineering Services for the Metrolink Station Accessibility Improvement Project Phase-II in an amount not-to-exceed \$508,006.41.
- B. Approve a contingency amount for Contract No. 20-1002388 of \$50,800.64, and authorize the Executive Director or his designee to release contingency as necessary for the project.

**Background:**

The Metrolink Active Transportation Program (ATP) project Phase II will utilize a grant of federal ATP funds and local city contributions to provide safe pedestrian/bicycle access, wayfinding signage, sidewalk improvements, high-visibility crosswalks, bicycle parking, and improvements to key corridors of the regional bicycle network designed to directly connect to Metrolink Stations in five cities in San Bernardino County. These stations are in the cities of Montclair, Upland, Rancho Cucamonga, Fontana, and San Bernardino. On January 6, 2016, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved a Categorical Exemption under the California Environmental Quality Act (CEQA). On March 3, 2016, the California Department of Transportation (Caltrans) approved a Categorical Exemption/Categorical Exclusion Determination under the National Environmental Policy Act (NEPA) for the Project. On July 1, 2020, the Board authorized the release of a Request for Proposals (RFP) No. 20-1002388 for final design services.

On October 7, 2020, the Board approved separate Cooperative Agreements with each of the five cities noted above to define project roles, responsibilities and funding, specifying SBCTA as the lead agency for project administration and funding.

RFP No. 20-1002388 was released on July 2, 2020, and was sent electronically to approximately 528 consultants registered on PlanetBids and was downloaded by 69 firms. The solicitation was issued in accordance with current SBCTA policies and procedures for Architecture and Engineering (A&E) Services.

The RFP was also posted on SBCTA's website to engage firms to provide Plans, Specifications and Estimates (PS&E) for the Metrolink Active Transportation Program, Phase II. There were three addenda issued for this RFP. Addendum No. 1 included the Zoom meeting information and agenda for the Pre-proposal Conference. Addendum No. 2 included the Pre-proposal Conference Sign-in Sheets and Pre-proposal PowerPoint presentation. Addendum No. 3 included responses to questions received before the deadline.

*Entity: San Bernardino County Transportation Authority*

## Board of Directors Metro Valley Study Session Agenda Item

November 12, 2020

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Two (2) proposals were received by the date and time specified in the RFP. A responsiveness review was conducted by the Procurement Analyst and found both proposals to be responsive. The following is a summary of the events that transpired in the evaluation and selection process.

### **Summary of Evaluation Process:**

On August 18, 2020, the proposals were disseminated to all Evaluation Committee members. A copy of the Score Sheets and the Declaration of Impartiality and Confidentiality form was also distributed to the Evaluation Committee members. The Evaluation Committee was comprised of SBCTA staff, and staff from the Cities of Montclair, Fontana, Rancho Cucamonga, and Upland.

Evaluators concluded their individual review of the proposals and convened to review, discuss and score the proposals. The Evaluation Committee members met on September 3, 2020, and discussed each proposal according to the evaluation criteria, including the proposals strengths and weaknesses. At the completion of discussions, the Evaluation Committee members individually scored the proposals based on the following evaluation criteria: Qualifications, Related Experience, and References – 30 points; Proposed Staffing and Project Organization – 35 points; and Work Plan – 35 points. After scoring, the firms were ranked in order of technical merit, and a short-list was developed. The firms short-listed and invited to interview were KOA Corporation (KOA) and EXP. Minor variances in the criteria scores were noted and discussed. Full details of the scores is included in the Contract Audit File.

The Evaluation Committee considered both offerors qualified to perform the work specified in the RFP. The highest ranked firm, KOA, is being selected due to their knowledge of the project, experience, and staff.

As a result of the scoring, the Evaluation Committee recommends that the contract to perform the scope of work as outlined in RFP No. 20-1002388, be awarded to KOA. The firm ranked first in both technical and overall score. The firm clearly demonstrated a thorough understanding of the scope of work and proposed an overall solid team. Evaluation forms and reference checks are located in the Contract Audit File.

SBCTA received KOA's initial minor comments on the scope of services and a cost proposal. After thorough review SBCTA submitted comments on these documents. SBCTA staff negotiated resolution of all scope and fee comments with KOA and the version of the scope and fee in this agenda item incorporates these agreed to comments. The attached cost proposal is slightly under the range of the independent cost proposal.

The design phase and project management costs are being funded entirely by contributions from the five cities in which these stations are located, with the contributions reflected in the executed Cooperative Agreements between SBCTA and each city.

Staff recommends approval of Contract No. 23-1002388, for \$508,006.41, with KOA as well as a contingency for this contract in the amount of \$50,800.64, and authorize the Executive Director or his designee to release these funds as necessary.

### ***Financial Impact:***

This item is consistent with the Fiscal Year 2020/2021 Budget under Task No. 0860 Arterial Projects, Sub-Task No. 0810 Metrolink ATP - Phase 2.

San Bernardino County Transportation Authority

## Board of Directors Metro Valley Study Session Agenda Item

November 12, 2020

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***Reviewed By:***

This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft contract.

***Responsible Staff:***

Dennis Saylor, Project Manager

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San Bernardino County Transportation Authority

Approved  
Board of Directors Metro Valley Study Session  
Date: November 12, 2020

Witnessed By:

## Contract Summary Sheet

5.a

## General Contract Information

Contract No: 20-1002388 Amendment No.:

Contract Class: Payable Department: Project Delivery

Vendor No.: 01196 Vendor Name: KOA Corporation

Description: Metro ATP Phase-II Design Contract

List Any Related Contract Nos.: 20-1002314, 20-1002315, 20-1002316, 20-1002317, 20-1002318

Dollar Amount				
Original Contract	\$ 508,006.41	Original Contingency	\$ 50,800.64	
Prior Amendments	\$ -	Prior Amendments	\$ -	
Current Amendment	\$ -	Current Amendment	\$ -	
<b>Total/Revised Contract Value</b>	<b>\$ 508,006.41</b>	<b>Total Contingency Value</b>	<b>\$ 50,800.64</b>	
		<b>Total Dollar Authority (Contract Value and Contingency)</b>	<b>\$ 558,807.05</b>	

## Contract Authorization

Board of Directors      Date:      12/02/2020      Committee      Item #

## Contract Management (Internal Purposes Only)

Other Contracts \_\_\_\_\_ Sole Source? No \_\_\_\_\_ No Budget Adjustment \_\_\_\_\_

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Local \_\_\_\_\_ Design \_\_\_\_\_

## Accounts Payable

Accounts Payable

Estimated LSAT Date: 10/20/2020 Estimated Date: 10/21/2020 Previous Estimated Date:

Juan Lizarde

Paula Beauchamp

Project Manager (Print Name)

## Task Manager (Print Name)

#### Additional Notes:

**CONTRACT No. 20-1002388**

**BY AND BETWEEN**

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

**AND**

**KOA CORPORATION**

**FOR**

**PLANS, SPECIFICATIONS AND ESTIMATE (PS&E) FOR THE  
METROLINK ACTIVE TRANSPORTATION PROGRAM, PHASE II PROJECT**

This contract ("Contract") is made and entered into by and between the San Bernardino County Transportation Authority, ("SBCTA"), whose address is 1170 W. 3rd Street, 2<sup>nd</sup> Floor, San Bernardino, California 92410-1715; and KOA Corporation ("CONSULTANT") whose address is: 1100 Corporate Center Drive, Monterey Park, CA 91754. SBCTA and CONSULTANT are each a "Party" and collectively the "Parties".

**RECITALS:**

**WHEREAS**, SBCTA requires certain work or services as described in Exhibit A of this Contract; and

**WHEREAS**, CONSULTANT has confirmed that CONSULTANT has the requisite professional qualifications, personnel and experience and is fully capable and qualified to perform the services identified herein; and

**WHEREAS**, CONSULTANT desires to perform all Work identified herein and to do so for the compensation and in accordance with the terms and conditions set forth herein.

**NOW, THEREFORE**, the Parties agree as follows:

## ARTICLE 1. PROJECT DESCRIPTION/SCOPE OF WORK

1.1 CONSULTANT agrees to perform the work and services set forth in Exhibit A – “Scope of Work”, (“Work”), in accordance with all applicable professional architectural, engineering, construction management, land surveying and/or materials testing standards which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein and in the sequence, time, and manner defined herein. The word "Work", as used herein, includes without limitation, the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and Work imposed upon or assumed by CONSULTANT hereunder; and the Work performed hereunder shall be completed to the satisfaction of SBCTA, with their satisfaction being based on prevailing applicable professional standards.

1.2 The Project Manager for this Contract is Juan Lizarde, or such other designee as shall be designated in written notice to CONSULTANT from time to time by the Executive Director of SBCTA or his or her designee. The Project Manager shall have authority to act on behalf of SBCTA in administering this Contract, including giving notices (including without limitation, notices of default and/or termination), technical directions and approvals, demanding performance and accepting work performed, and as otherwise authorized by SBCTA policies, but is not authorized to receive or issue payments or execute amendments to the Contract itself.

## ARTICLE 2. CONTRACT TERM

The Contract term shall commence upon issuance of a written Notice To Proceed (NTP) issued by SBCTA's Procurement Analyst and shall continue in effect through December 31, 2023 or until otherwise terminated, or unless extended as hereinafter provided by written amendment. Except that all indemnity and defense obligations hereunder shall survive termination of this Contract. CONSULTANT shall not be compensated for any work performed or costs incurred prior to issuance of the NTP.

## ARTICLE 3. COMPENSATION

3.1 The method of payment for this Contract will be based on actual cost plus a fixed fee. SBCTA will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the Work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds SBCTA's approved overhead rate set forth in the Cost Proposal. In the event, that SBCTA determines that a change to the Work from that specified in the Cost Proposal and Contract is required, the contract time or actual costs reimbursable by SBCTA shall be adjusted by contract amendment to accommodate the changed Work. The maximum total cost as specified in Paragraph “3.8” shall not be exceeded, unless authorized by contract amendment.

- 3.2 In addition to the allowable incurred costs, SBCTA will pay CONSULTANT a fixed fee of \$35,341.52. The fixed fee is nonadjustable for the term of the Contract, except in the event of a significant change in the Scope of Work and such adjustment is made by contract amendment.
- 3.3 Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- 3.4 When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- 3.5 Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work SBCTA shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article 18 Termination.
- 3.6 No payment will be made prior to approval of any Work, nor for any Work performed prior to approval of this Contract.
- 3.7 CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by SBCTA's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of Work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due SBCTA including any equipment purchased under this Contract. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's work. Invoices should be emailed to SBCTA at the following address:

ap@gosbcta.com

- 3.8 The total amount payable by SBCTA including the fixed fee shall not exceed \$508,006.41.
- 3.9 Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by SBCTA's Contract Administrator.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

## **ARTICLE 4. TAXES, DUTIES AND FEES**

Except to the extent expressly provided elsewhere in this Contract, CONSULTANT shall pay when due, and the compensation set forth herein shall be inclusive of all: a) local, municipal, State, and federal sales and use taxes; b) excise taxes; c) taxes on personal property owned by CONSULTANT; and d) other governmental fees and taxes or charges of whatever nature applicable to CONSULTANT to enable it to conduct business.

## **ARTICLE 5. AVAILABILITY OF FUNDS**

The award and performance of this Contract is contingent on the availability of funds. If funds are not appropriated and/or allocated and available to SBCTA for the continuance of Work performed by CONSULTANT, Work directly or indirectly involved may be suspended or terminated by SBCTA at the end of the period for which funds are available. When SBCTA becomes aware that any portion of Work, which will or may be affected by a shortage of funds, it will promptly notify CONSULTANT. Nothing herein shall relieve SBCTA from its obligation to compensate CONSULTANT for Work already performed pursuant to this Contract. No penalty shall accrue to SBCTA in the event this provision is exercised.

## **ARTICLE 6. PERMITS AND LICENSES**

CONSULTANT shall, without additional compensation, keep current all governmental permits, certificates and licenses (including professional licenses) and required registrations necessary for CONSULTANT to perform Work identified herein.

## **ARTICLE 7. DOCUMENTATION AND RIGHT TO AUDIT**

- 7.1 CONSULTANT shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of three (3) years from the date of final payment by SBCTA, or until the conclusion of all litigation, appeals or claims related to this Contract, whichever is longer. CONSULTANT shall provide SBCTA, the California State Auditor, or other authorized representatives of SBCTA, access to Consultants' records which are directly related to this Contract for the purpose of inspection, auditing or copying during the entirety of the records maintenance period above. CONSULTANT further agrees to maintain separate records for costs of Work performed by amendment. CONSULTANT shall allow SBCTA, and its representatives or agents to reproduce any materials as reasonably necessary.
- 7.2 The cost proposal and/or invoices for this Contract are subject to audit by SBCTA and/or any state or federal agency funding this Project at any time. After CONSULTANT receives any audit recommendations, the cost proposal shall be adjusted by CONSULTANT and approved by SBCTA's Project Manager to conform to the audit recommendations. CONSULTANT agrees that individual items of cost identified in the audit report may be incorporated into the Contract at SBCTA's sole discretion. Refusal by CONSULTANT to incorporate the audit or post award recommendations will be considered a breach of the Contract and cause for termination of the Contract. Any dispute concerning the audit findings of this Contract shall be reviewed by SBCTA's Chief Financial Officer. CONSULTANT may request a review by submitting the request in writing to SBCTA within thirty (30) calendar days after issuance of the audit report.

7.3 Subcontracts in excess of \$25,000 shall contain this provision.

## ARTICLE 8. RESPONSIBILITY OF CONSULTANT

- 8.1 CONSULTANT shall be responsible for the professional quality, technical accuracy, and the assurance of compliance with all applicable federal, State, and local laws and regulations, and other Work furnished by the CONSULTANT under the Contract. The Contract includes reference to the appropriate standards for design or other standards for Work performance stipulated in the Contract.
- 8.2 In addition to any other requirements of this Contract or duties and obligations imposed on CONSULTANT by law, CONSULTANT shall, as an integral part of its Work, employ quality control procedures that identify potential risks and uncertainties related to scope, schedule, cost, quality and safety of the Project and the Work performed by CONSULTANT within the areas of CONSULTANT's expertise. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impact on adjacent properties, public safety, and environmental considerations. At any time during performance of the Scope of Work, should CONSULTANT observe, encounter, or identify any unusual circumstances or uncertainties, which could pose potential risk to SBCTA or the Project. CONSULTANT shall immediately document such matters and notify SBCTA in writing. CONSULTANT shall also similarly notify SBCTA in regard to the possibility of any natural catastrophe, potential failure, or any situation that exceeds environmental, design, and/or construction assumptions and could precipitate a failure of any structure or other part of the Project. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable SBCTA to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.
- 8.3 When a modification to a construction contract is required because of an error or deficiency in the design Work provided under this Contract, CONSULTANT shall be responsible for any and all additional costs associated with the construction contract or the construction of the Project.
- 8.4 SBCTA shall advise CONSULTANT of their responsibility and collect the amount due, including but not limited to, withholding of payments, if the recoverable cost will exceed the administrative cost involved or is otherwise in SBCTA's best interest. SBCTA shall include in the Contract Audit File a written statement of the reasons for the decision to recover or not recover the costs from CONSULTANT.
- 8.5 CONSULTANT shall, document the results of the Work to the satisfaction of SBCTA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of SBCTA's objectives.
- 8.6 As applicable, the responsible consultant/engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, certify as-built drawings, and where appropriate, indicate his/her California registration or license number.

## ARTICLE 9. REPORTING AND DELIVERABLES

All reports and deliverables shall be submitted in accordance with Exhibit A – “Scope of Work”. At a minimum, CONSULTANT shall submit monthly progress reports with their monthly invoices. The report shall be sufficiently detailed for SBCTA to determine if the CONSULTANT is performing to expectations or is on schedule to provide communication of interim findings, and to sufficiently address any difficulties or problems encountered, so remedies can be developed.

## ARTICLE 10. TECHNICAL DIRECTION

- 10.1 Performance of Work under this Contract shall be subject to the technical direction of SBCTA’s Project Manager, which will be identified in writing to CONSULTANT, upon issuance of the NTP and/or subsequently by written notice during the Contract. The term “Technical Direction” is defined to include, without limitation:
  - 10.1.1 Directions to CONSULTANT, which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Scope of Work.
  - 10.1.2 Provision of written information to CONSULTANT, which assists in the interpretation of drawings, reports, or technical portions of the Scope of Work described herein.
  - 10.1.3 Review and, where required by the Contract, approval of technical reports, drawings, specifications and technical information to be delivered by CONSULTANT to SBCTA under the Contract.
  - 10.1.4 SBCTA’s Project Manager may modify this Contract for certain administrative modifications without issuing a written amendment. Administrative modifications as defined herein are limited to: substitutions of personnel identified in this Contract, including Key Personnel and subconsultants; modifications to hourly rates, classifications, and names of personnel in Exhibit B; and modifications of the address of the CONSULTANT. All administrative modifications shall be documented in writing between the Parties.
- 10.2 Technical Direction must be within the Scope of Work under this Contract. SBCTA’s Project Manager does not have the authority to, and may not, issue any Technical Direction which:
  - 10.2.1 Increases or decreases the Scope of Work;
  - 10.2.2 Directs CONSULTANT to perform Work outside the original intent of the Scope of Work;
  - 10.2.3 Constitutes a change as defined in the “CHANGES” Article of the Contract;
  - 10.2.4 In any manner cause an increase or decrease in the Contract price as identified in Article 3, herein, or the time required for Contract performance;

- 10.2.5 Changes any of the expressed terms, conditions or specifications of the Contract; unless identified herein;
- 10.2.6 Interferes with the CONSULTANT's right to perform the terms and conditions of the Contract; or
- 10.2.7 Approve any demand or claim for additional payment.

10.3 Failure of CONSULTANT and SBCTA's Project Manager to agree that the Technical Direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken shall be subject to the provisions of the "DISPUTES" Article herein.

10.4 All Technical Direction shall be issued in writing by SBCTA's Project Manager.

10.5 CONSULTANT shall proceed promptly with the performance of Technical Direction issued by SBCTA's Project Manager, in the manner prescribed by this Article and within their authority under the provisions of this Article. If, in the opinion of CONSULTANT, any instruction or direction by SBCTA's Project Manager falls within one of the categories defined in 10.2.1 through 10.2.7 above, CONSULTANT shall not proceed but shall notify SBCTA in writing within five (5) working days after receipt of any such instruction or direction and shall request SBCTA to modify the Contract accordingly. Upon receiving the notification from the CONSULTANT, SBCTA shall:

- 10.5.1 Advise CONSULTANT in writing within thirty (30) calendar days after receipt of the CONSULTANT's letter that the Technical Direction is or is not within the scope of this Contract.
- 10.5.2 Advise CONSULTANT within a reasonable time whether SBCTA will or will not issue a written amendment.

## **ARTICLE 11. CHANGES**

11.1 The Work shall be subject to changes by additions, deletions, or revisions made by SBCTA. CONSULTANT will be advised of any such changes by written notification from SBCTA describing the change. This notification will not be binding on SBCTA until SBCTA's Awarding Authority has approved any amendment to this Contract.

11.2 Promptly after such written notification of change is given to CONSULTANT by SBCTA, the Parties will attempt to negotiate a mutually agreeable adjustment to compensation or time of performance, and amend the Contract accordingly.

## **ARTICLE 12. EQUAL EMPLOYMENT OPPORTUNITY**

12.1 During the term of this Contract, CONSULTANT shall not willfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, gender, sex, marital status, gender identity, gender expression, sexual orientation, age, or military and veteran status. CONSULTANT agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other

applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

12.2 The contractor and all subcontractors shall comply with all provisions of Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin. In addition, the contractor and all subcontractors will ensure their services are consistent with and comply with obligations and procedures outlined in SBCTA's current Board-adopted Title VI Program, including the Public Participation Plan and the Language Assistance Plan.

### **ARTICLE 13. CONFLICT OF INTEREST**

CONSULTANT agrees that it presently has no interest, financial or otherwise and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Work required under this Contract or be contrary to the interests of SBCTA as to the Project. CONSULTANT further agrees that in the performance of this Contract no person having any such interest shall be employed. CONSULTANT is obligated to fully disclose to SBCTA, in writing, any conflict of interest issues as soon as they are known to CONSULTANT. CONSULTANT agrees that CONSULTANT's staff designated by SBCTA's Executive Director as "Consultants" under the Political Reform Act shall timely file Statements of Economic Interest with the SBCTA Clerk of the Board.

### **ARTICLE 14. KEY PERSONNEL**

The personnel specified below are considered to be essential to the Work being performed under this Contract. Prior to diverting any of the specified individuals to other projects, or reallocation of any tasks or hours of Work that are the responsibility of key personnel to other personnel, CONSULTANT shall notify SBCTA in writing in advance and shall submit justifications (including proposed substitutions, resumes and payroll information to support any changes to the labor rate) in sufficient detail to permit evaluation of the impact on the Project. Diversion or reallocation of key personnel shall not be made without prior written consent of SBCTA. CONSULTANT shall not substitute any key personnel without the prior written consent of SBCTA. In the event that the Parties cannot agree as to the substitution of key personnel, SBCTA may terminate the Contract. Key Personnel are:

Name	Job Classification/Function
Chuck Stephan, PE	Principal-in-Charge
Matt Stepien, PE	Project Manager
Ming Guan, PE, TE	Agency Coordination

### **ARTICLE 15. REPRESENTATIONS**

All Work supplied by CONSULTANT under this Contract shall be supplied by personnel who are qualified, careful, skilled, experienced and competent in their respective trades or professions. CONSULTANT agrees that they are supplying professional services, findings, and/or recommendations in the performance of this Contract and agrees with SBCTA that the

same shall conform to professional and engineering and environmental principles and standards that are generally accepted in the profession in the State of California.

## **ARTICLE 16. PROPRIETARY RIGHTS/CONFIDENTIALITY**

- 16.1 If, as part of this Contract, CONSULTANT is required to produce materials, documents data, or information ("Products"), then CONSULTANT, if requested by SBCTA, shall deliver to SBCTA the original of all such Products which shall become the sole property of SBCTA.
- 16.2 All materials, documents, data or information obtained from SBCTA's data files or any SBCTA-owned medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of SBCTA. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONSULTANT without the express written consent of SBCTA.
- 16.3 Except as reasonably necessary for the performance of the Work, CONSULTANT agrees that it, its employees, agents and subconsultants will hold in confidence and not divulge to third parties without prior written consent of SBCTA, any information obtained by CONSULTANT from or through SBCTA unless (a) the information was known to CONSULTANT prior to obtaining same from SBCTA pursuant to a prior contract; or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes, part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONSULTANT or its employees, agents, or subconsultants, or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to CONSULTANT's knowledge and belief, the right to disclose the same. Any materials and information referred to in this Article, which are produced by CONSULTANT, until released in writing by SBCTA, except to the extent such materials and information become subject to disclosure by SBCTA under the California Public Records Act or other law, or otherwise become public information through no fault of CONSULTANT, or its employees or agents.
- 16.4 CONSULTANT shall not use SBCTA's name or photographs in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA.
- 16.5 All press releases or press inquiries relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SBCTA unless otherwise agreed to in writing by the Parties.

## **ARTICLE 17. CONSTRUCTION CLAIMS**

Intentionally Omitted

## **ARTICLE 18. TERMINATION**

- 18.1 Termination for Convenience - SBCTA shall have the right at any time, with or without cause, to terminate further performance of Work by giving thirty (30) calendar days

written notice to CONSULTANT specifying the date of termination. On the date of such termination stated in said notice, CONSULTANT shall promptly discontinue performance of Work and shall preserve Work in progress and completed Work, pending SBCTA's instruction, and shall turn over such Work in accordance with SBCTA's instructions.

- 18.1.1 CONSULTANT shall deliver to SBCTA, all deliverables prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA. Upon such delivery, CONSULTANT may then invoice SBCTA for payment in accordance with the terms herein.
- 18.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the Contract cost based upon the percentage of all contracted Work satisfactorily executed to the date of termination.
- 18.1.3 CONSULTANT shall be entitled to receive the actual costs incurred by CONSULTANT to return CONSULTANT's tools and equipment, if any, to it or its suppliers' premises, or to turn over Work in progress in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.
- 18.2 Termination for Cause - In the event CONSULTANT shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy shall be filed against CONSULTANT or a receiver shall be appointed on account of its insolvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice, SBCTA may, without prejudice to any other rights or remedies SBCTA may have, and in compliance with applicable Bankruptcy Laws, (a) hold in abeyance further payments to CONSULTANT; (b) stop any Work of CONSULTANT or its subconsultants related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONSULTANT specifying the date of termination. In the event of such termination by SBCTA, SBCTA may take possession of the products and finished Work by whatever method SBCTA may deem expedient. A waiver by SBCTA of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT, of the same or any other provision, nor be deemed to waive, amend, or modify this Contract.
- 18.2.1 CONSULTANT shall deliver to SBCTA all finished and unfinished deliverables under this Contract prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA within ten (10) working days of said notice.
- 18.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SBCTA, satisfactory in form

and content to SBCTA and verified by SBCTA. In no event shall CONSULTANT be entitled to any payment for prospective profits or any damages because of such termination.

## **ARTICLE 19. STOP WORK ORDER**

Upon failure of CONSULTANT or its subconsultants to comply with any of the requirements of this Contract, SBCTA shall have the right to stop any or all Work affected by such failure until such failure is remedied or to terminate this Contract in accordance with the Termination For Cause provision herein.

## **ARTICLE 20. CLAIMS**

SBCTA shall not be bound to any adjustments in the Contract amount or schedule unless expressly agreed to by SBCTA in writing. SBCTA shall not be liable to CONSULTANT for any claim asserted by CONSULTANT after final payment has been made under this Contract.

## **ARTICLE 21. INSURANCE**

21.1 Prior to commencing the Work, subject to the provisions of Article 20.2 "General Provisions", and at all times during the performance of the Work and for such additional periods as required herein, CONSULTANT and all sub-consultants of every tier performing any Work under this contract shall, at CONSULTANT's and sub-consultant's sole expense, procure and maintain broad form insurance coverage at least as broad as the following minimum requirements specified below:

21.1.1 Professional Liability. The policies must include the following:

- A limit of liability not less than \$2,000,000 per claim
- An annual aggregate limit of not less than \$2,000,000
- Coverage shall be appropriate for the CONSULTANT'S profession and provided services to include coverage for errors and omissions arising out of the CONSULTANT'S professional services, or services of any person employed by the CONSULTANT, or any person for whose acts, errors, mistakes or omissions the CONSULTANT may be legally liable.
- If Coverage is on a claims made basis:
  - Policy shall contain a retroactive date for coverage of prior acts, which date will be prior to the date the CONSULTANT begins to perform Work under this Contract.
  - CONSULTANT shall secure and maintain "tail" coverage for a minimum of three (3) years after Contract completion.

21.1.2 Worker's Compensation/Employer's Liability. The policies must include the following:

- Coverage A. Statutory Benefits

- Coverage B. Employer's Liability
- Bodily Injury by accident - \$1,000,000 per accident
- Bodily Injury by disease - \$1,000,000 policy limit/\$1,000,000 each employee

Such policies shall contain a waiver of subrogation in favor of the parties named as Indemnitees below. Such insurance shall be in strict accordance with the applicable workers' compensation laws in effect during performance of the Work by CONSULTANT or any subconsultants of any tier. All subconsultants of any tier performing any portion of the Work for CONSULTANT shall also obtain and maintain the same insurance coverage as specified in this subparagraph, with a waiver of subrogation in favor of CONSULTANT and all parties named as Indemnitees below. Where coverage is provided through the California State Compensation Insurance Fund, the requirement for a minimum A.M. Best rating does not apply.

20.1.3 Commercial General Liability. The policy must include the following:

- Consultant shall maintain commercial general liability (CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and if necessary excess/umbrella commercial liability insurance, with a combined limit of liability of not less than **\$7,000,000 each occurrence**. If the contract value is equal to or in excess of **\$25,000,000**, then the combined limit of liability shall be no less than **\$25,000,000 each occurrence**.
- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations (including explosion, collapse and underground coverage), duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
  - \$2,000,000 per occurrence limit for property damage or bodily injury
  - \$1,000,000 per occurrence limit for personal injury and advertising injury
  - \$2,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 10 01) if SBCTA's Risk Manager determines it is in SBCTA's best interests to require such coverage,
- If a general aggregate applies, it shall apply separately to this project/location. The project name must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

All subconsultants of any tier performing any portion of the Work for CONSULTANT shall also obtain and maintain the CGL insurance coverage with limits not less than:

- Each occurrence limit: \$1,000,000

- General aggregate limit: \$2,000,000
- Personal injury and advertising limit \$1,000,000
- Products-completed operations aggregate limit \$2,000,000

All subconsultants' and sub-subconsultants' deductibles or self-insured retentions must be acceptable to SBCTA's Risk Manager.

**21.1.4 Umbrella/Excess CGL**. The policy must include the following:

- If the CONSULTANT elects to include an umbrella or excess policy to cover any of the total limits required beyond the primary commercial general liability policy limits and/or the primary commercial automobile liability policy limits, then the policy must include the following:
  - The umbrella or excess policy shall follow form over the CONSULTANT's primary general liability coverage and shall provide a separate aggregate limit for products and completed operations coverage.
  - The umbrella or excess policy shall not contain any restrictions or exclusions beyond what is contained in the primary policy.
  - The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
  - The umbrella or excess policy must also extend coverage over the automobile policy if it is to be used in combination with the primary automobile policy to meet the total insurance requirement limits.

There shall be no statement limiting the coverage provided to the parties listed as additionally insureds or as indemnitees below.

**21.1.5 Commercial Auto**. The policy must include the following:

- A total limit of liability of not less than **\$1,000,000** each accident. This total limits of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article.
- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONSULTANT services.
- Combined Bodily Injury and Property Damage Liability insurance  
The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

**21.1.6 Pollution Liability - Intentionally Omitted**

**21.1.7 Railroad Protective Liability - Intentionally Omitted**

## 21.2 General Provisions

21.2.1 Qualifications of Insurance Carriers. All policies written by insurance carriers shall be authorized and admitted to do business in the state of California with a current A.M. Best rating of A-VIII or better. Professional Liability and Contractor's Pollution Liability policies may be from non-admitted carriers provided they are authorized and licensed in the state of California and meet the current A.M. Best rating of A: VIII or better.

21.2.2 Additional Insurance Coverage. All policies, except those for Workers' Compensation and Professional Liability insurance, shall be endorsed by ISO Form CG 20 10 11 85, or if not available, then ISO Form CG 20 38, to name San Bernardino County Transportation Authority and its officers, directors, members, employees, agents and volunteers, as additional insureds ("Additional Insureds"). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for SBCTA to vicarious liability but shall allow coverage for SBCTA to the full extent provided by the policy.

21.2.3 Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA's Risk Manager, including declarations pages of each policy, certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA's Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager's name on the face of the certificate. If requested in writing by SBCTA, CONSULTANT shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.

21.2.4 Deductibles. Regardless of the allowance of exclusions or deductibles by SBCTA, CONSULTANT shall be responsible for any deductible amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONSULTANT will pay, and shall require its sub-consultants to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. All deductibles will be in amounts acceptable to SBCTA's Risk Manager. CONSULTANT will advise SBCTA in writing as to the amounts of any deductible, or as to any increase in any insurance deductible under any insurance required above. There will be no deductibles in excess of \$250,000 per occurrence, loss or claim under the

insurance. There shall be no self-insured retention. SBCTA will have the right, but not the obligation, to pay any deductible due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due CONSULTANT. The policies shall not provide that any deductible, or other payment required under the policy can be paid only by the named insured, and not by an additional insured.

21.2.5 CONSULTANT's and Subconsultants' Insurance will be Primary. All policies required to be maintained by the CONSULTANT or any subconsultants with the exception of Professional Liability and Worker's Compensation shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13), to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONSULTANT's or subconsultants' pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.

21.2.6 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONSULTANT hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultants or sub-subconsultants performing work or rendering services on behalf of SBCTA, in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, CONSULTANT shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. CONSULTANT shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONSULTANT from waiving the right of subrogation prior to a loss or claim.

21.2.7 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide SBCTA thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONSULTANT will provide SBCTA ten (10) days prior written notice. In any event, CONSULTANT will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONSULTANT receives within one business day after CONSULTANT receives it by submitting it to SBCTA at [procurement@gosbcta.com](mailto:procurement@gosbcta.com) to the attention of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.

21.2.8 Enforcement. SBCTA may take any steps as are necessary to assure CONSULTANT's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONSULTANT fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONSULTANT

or withhold such expense from amounts owed CONSULTANT, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONSULTANT of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONSULTANT, or any subconsultants of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.

- 21.2.9 No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.
- 21.2.10 Subconsultant Insurance. Insurance required of the CONSULTANT shall be also provided by subconsultants or by CONSULTANT on behalf of all subconsultants to cover their services performed under this Contract. CONSULTANT may reduce types and the amounts of insurance limits provided by subconsultants to be proportionate to the amount of the subconsultant's contract and the level of liability exposure for the specific type of work performed by the subconsultant. CONSULTANT shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subconsultant.
- 21.2.11 Higher limits. If CONSULTANT maintains higher limits than the minimums shown above, SBCTA shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA.
- 21.2.12 Special Risks or Circumstances. SBCTA reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## ARTICLE 22. INDEMNITY

- 22.1 To the extent, but only to the extent, that CONSULTANT's Work falls within the scope of Civil Code Section 2782.8, the following indemnification is applicable:

CONSULTANT shall indemnify and defend (with legal counsel reasonably approved by SBCTA) SBCTA, the SBCTA Entities and its authorized officers, employees, agents and volunteers, from any and all losses, damages, liability, actions, and/or costs for claims that arise out of, pertain to, or are related to the negligence, recklessness, or willful misconduct of the design professional to the maximum extent permitted by Civil Code Section 2782.8.

- 22.2 For all other Work and obligations under this Contract, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA, SBCTA Entities and their authorized officers, employees, agents and volunteers

(Indemnitees), from any and all claims, actions, losses, damages and/or liability (Claims) arising out of or related to any act or omission of CONSULTANT or any of its officers, employees, agents, subconsultants or volunteers and for any costs or expenses incurred by SBCTA on account of any such Claims except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. CONSULTANT's indemnification obligation applies to SBCTA's "active" as well as "passive" negligence but does not apply to SBCTA's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

## **ARTICLE 23. ERRORS AND OMISSIONS**

CONSULTANT shall be responsible for the professional quality, technical accuracy, and coordination of all Work required under this Contract. CONSULTANT shall be liable for SBCTA costs resulting from errors or deficiencies, in Work furnished under this Contract, including but not limited to any fines, penalties, damages, and costs associated with a modification to a construction contract required because of an error or deficiency in the Work provided by CONSULTANT under this Contract.

## **ARTICLE 24. OWNERSHIP OF DOCUMENTS**

All deliverables, including but not limited to, drawings, reports, worksheets, and other data developed by CONSULTANT under this Contract shall become the sole property of SBCTA when prepared, whether delivered to SBCTA or not.

## **ARTICLE 25. SUBCONTRACTS**

- 25.1 CONSULTANT shall not subcontract performance of all or any portion of Work under this Contract, except to those subconsultants listed in the CONSULTANT's proposal, without first notifying SBCTA, in writing of the intended subcontracting and obtaining SBCTA's written approval of the subcontracting and the subconsultant. The definition of subconsultant and the requirements for subconsultants hereunder shall include all subcontracts at any tier.
- 25.2 CONSULTANT agrees that any and all subconsultants of CONSULTANT performing Work under this Contract will comply with the terms and conditions of this Contract applicable to the portion of Work performed by them. CONSULTANT shall incorporate all applicable provisions of this Contract into their subcontracts regardless of the tier. If requested by SBCTA, CONSULTANT shall furnish SBCTA a copy of the proposed subcontract for SBCTA's approval of the terms and conditions thereof and shall not execute such subcontract until SBCTA has approved such terms and conditions. SBCTA's approval shall not be unreasonably withheld.
- 25.3 Approval by SBCTA of any Work to be subcontracted and the subconsultant to perform said Work will not relieve CONSULTANT of any responsibility or liability in regard to the acceptable and complete performance of said Work. Any substitution of subconsultants must be approved in writing by SBCTA. CONSULTANT shall have the sole responsibility for managing of their subconsultants, including resolution of any disputes between CONSULTANT and its subconsultants.

## **ARTICLE 26. INSPECTION OF OPERATIONS**

SBCTA, or any of its designees, representatives or agents shall at all times have access during normal business hours to CONSULTANT's operations and products wherever they are in preparation or progress, and CONSULTANT shall provide sufficient, safe, and proper facilities for such access and inspection thereof. Inspection or lack of inspection by SBCTA shall not be deemed to be a waiver of any of their rights to require CONSULTANT to comply with the Contract or to subsequently reject unsatisfactory Work or products.

## **ARTICLE 27. INDEPENDENT CONTRACTOR**

CONSULTANT is and shall be at all times an independent contractor. Accordingly, all Work provided by CONSULTANT shall be done and performed by CONSULTANT under the sole supervision, direction and control of CONSULTANT. SBCTA shall rely on CONSULTANT for results only, and shall have no right at any time to direct or supervise CONSULTANT or CONSULTANT's employees in the performance of Work or as to the manner, means and methods by which Work is performed. All personnel furnished by CONSULTANT under this Contract, and all representatives of CONSULTANT, shall be and remain the employees or agents of CONSULTANT or of CONSULTANT's subconsultant(s) at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of SBCTA.

## **ARTICLE 28. ATTORNEY'S FEES**

If any legal action is instituted to enforce or declare any Party's rights under the Contract, each Party, including the prevailing Party, must bear its own costs and attorneys' fees. This Article shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a Party hereto and payable under the "Indemnity" provision of the Contract.

## **ARTICLE 29. GOVERNING LAW AND VENUE**

This Contract shall be subject to the law and jurisdiction of the State of California. The Parties acknowledge and agree that this Contract was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The Parties agree that the venue for any action or claim brought by any Party to this Contract will be the Superior Court of California, San Bernardino County. Each Party hereby waives any law or rule of court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party, the Parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County.

## **ARTICLE 30. FEDERAL, STATE AND LOCAL LAWS**

CONSULTANT warrants that in the performance of this Contract, it shall comply with all applicable federal, State and local laws, ordinances, rules and regulations.

## **ARTICLE 31. PRECEDENCE**

31.1 The Contract consists of the Contract Articles, Exhibit A, "Scope of Work" and Exhibit B "Cost Proposal", SBCTA's Request For Proposal, and CONSULTANT's proposal, all of which are incorporated in this Contract by this reference.

31.2 The following order of precedence shall apply: first, the Contract Articles; second, Exhibits A and B; third, SBCTA's Request For Proposal; and last, CONSULTANT's Proposal. In the event of a conflict between the Contract Articles and the Scope of Work, the Contract Articles will prevail.

31.3 In the event of an express conflict between the documents listed in this Article, or between any other documents, which are a part of the Contract, CONSULTANT shall notify SBCTA in writing within three (3) business days of its discovery of the conflict and shall comply with SBCTA's resolution of the conflict.

## **ARTICLE 32. COMMUNICATIONS AND NOTICES**

Notices sent by mail shall be by United States Mail, postage paid, certified mail (return receipt requested). Any and all notices permitted or required to be given hereunder shall be deemed duly given and received: (a) upon actual delivery, if delivery is personally made or if made by email or fax during regular business hours; (b) the first business day following delivery by fax when made not during regular business hours; or (c) the fourth business day following deposit of such notice into the United States Mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time by a notice given in accordance with this Article. CONSULTANT shall notify SBCTA of any contact information changes within ten (10) business days of the change.

<b>To CONSULTANT</b>	<b>To SBCTA</b>
<b>1100 Corporate Center Drive</b>	<b>1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor</b>
<b>Monterey Park, CA 91754</b>	<b>San Bernardino, CA 92410-1715</b>
<b>Attn: Chuck Stephan</b>	<b>Attn: Juan Lizarde</b>
<b>Email: cstephan@koacorp.com</b>	<b>Email: jlizarde@gosbcta.com</b>
<b>Cc: Matt Stepien</b>	<b>Cc: Procurement Manager</b>
<b>mstepien@koacorp.com</b>	<b>Email: procurement@gosbcta.com</b>
<b>Phone: (310) 525-0678</b>	<b>Phone: (909) 884-8276</b>

## **ARTICLE 33. DISPUTES**

33.1 In the event any dispute, other than an audit, arises between the Parties in connection with this Contract (including but not limited to disputes over payments, reimbursements, costs, expenses, Work to be performed, Scope of Work and/or time of performance), the dispute shall be decided by SBCTA's Contract Administrator within thirty (30) calendar days after notice thereof in writing which shall include a particular statement of the grounds of the dispute. If CONSULTANT does not agree with the decision, then CONSULTANT shall have ten (10) calendar days after receipt of the decision in which to file a written appeal thereto with SBCTA's Executive Director. If the Executive Director fails to resolve the dispute in a manner acceptable to CONSULTANT, then such dispute is appealable to a court of competent jurisdiction.

33.2 During resolution of the dispute, CONSULTANT shall proceed with performance of the Contract with due diligence.

## **ARTICLE 34. GRATUITIES**

CONSULTANT, its employees, agents, or representatives shall not offer or give to any officer, official, agent or employee of SBCTA, any gift, entertainment, payment, loan, or other gratuity.

## **ARTICLE 35. REVIEW AND ACCEPTANCE**

All Work performed by CONSULTANT shall be subject to periodic review and approval by SBCTA at any and all places where such performance may be carried on. Failure of SBCTA to make such review, or to discover defective work, shall not prejudice the rights of SBCTA at the time of final acceptance. All Work performed by CONSULTANT shall be subject to periodic and final review and acceptance by SBCTA upon completion of all Work.

## **ARTICLE 36. CONFIDENTIALITY**

Any SBCTA communications or materials to which CONSULTANT or its subconsultants or agents have access, or materials prepared by CONSULTANT under the terms of this Contract, shall be held in confidence by CONSULTANT, who shall exercise reasonable precautions to prevent the disclosure of confidential information to anyone except as expressly authorized by SBCTA. Any communications with or work product of SBCTA's legal counsel to which CONSULTANT or its subconsultants or agents have access in performing Work under this Contract shall be subject to the attorney-client privilege and attorney work product doctrine, and shall be confidential. CONSULTANT shall not release any reports, information or promotional material or allow for the use of any photos related to this Contract for any purpose without prior written approval of SBCTA. CONSULTANT agrees to inform itself and make its employees, agents, and subconsultants aware of the requirements of SBCTA's privacy and confidentiality policies and to abide by the same. CONSULTANT further agrees to require all employees, agents, and subconsultants assigned to any SBCTA project or task to sign a SBCTA Confidentiality Agreement as directed by SBCTA personnel.

## **ARTICLE 37. EVALUATION OF CONSULTANT**

CONSULTANT's performance may be evaluated by SBCTA periodically throughout the Contract performance period, such as at the completion of certain milestones as identified in Exhibit A and/or at the completion of the Contract. A copy of the evaluation will be given to CONSULTANT for their information. The evaluation information shall be retained as part of the Contract file and may be used to evaluate CONSULTANT if they submit a proposal on a future RFP issued by SBCTA.

## **ARTICLE 38. SAFETY**

CONSULTANT shall strictly comply with all OSHA regulations, local, municipal, state, and federal safety and health laws, orders and regulations applicable to CONSULTANT's operations in the performance of Work under this Contract. CONSULTANT shall comply with safety instructions issued by SBCTA and their representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while on the project construction site.

## **ARTICLE 39. DRUG FREE WORKPLACE**

CONSULTANT agrees to comply with the Drug Free Workplace Act of 1990 per Government Code Section 8350 et seq.

## **ARTICLE 40. ASSIGNMENT**

CONSULTANT shall not assign this Contract in whole or in part, voluntarily, by operation of law, or otherwise without first obtaining the written consent of SBCTA. SBCTA's exercise of consent shall be within its sole discretion. Any purported assignment without SBCTA's prior written consent shall be void and of no effect, and shall constitute a material breach of this Contract. Subject to the foregoing, the provisions of this Contract shall extend to the benefit of and be binding upon the successors and assigns of the Parties.

## **ARTICLE 41. AMENDMENTS**

The Contract may only be changed by a written amendment duly executed by the Parties. Work authorized under an amendment shall not commence until the amendment has been duly executed.

## **ARTICLE 42. STATE PREVAILING WAGE RATES**

- 42.1 CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the Work.
- 42.2 Any subcontract entered into as a result of this Contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

## **ARTICLE 43. CONTINGENT FEE**

CONSULTANT warrants, by execution of this Contract, that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, SBCTA has the right to terminate the Contract without liability, pay only for the value of the Work actually performed, or in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

## **ARTICLE 44. FORCE MAJEURE**

CONSULTANT shall not be in default under this Contract in the event that the Work performed by CONSULTANT is temporarily interrupted or discontinued for any of the following reasons: riots, wars, sabotage, acts of terrorism, civil disturbances, insurrection, explosion, pandemics, quarantines, acts of God, acts of government or governmental restraint, and natural disasters such as floods, earthquakes, landslides, and fires, or other catastrophic events which are beyond the reasonable control of CONSULTANT and which CONSULTANT could not reasonably be expected to have prevented or controlled. "Other catastrophic events" does not include the financial inability of CONSULTANT to perform or failure of CONSULTANT to obtain either any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of CONSULTANT.

## **ARTICLE 45. WARRANTY**

CONSULTANT warrants that all Work performed shall be in accordance with the Contract, and all applicable professional standards. In the event of a breach of this provision, CONSULTANT shall take the necessary actions to correct the breach at CONSULTANT's sole expense. If CONSULTANT does not take the necessary action to correct the breach, SBCTA, without waiving any other rights or remedies it may have, may take the necessary steps to correct the breach, and CONSULTANT shall promptly reimburse SBCTA for all expenses and costs incurred.

## **ARTICLE 46. ENTIRE DOCUMENT**

- 46.1 This Contract constitutes the sole and only agreement governing the Work and supersedes any prior understandings, written or oral, between the Parties respecting the Project. All previous proposals, offers, and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been expressly incorporated into this Contract.
- 46.2 No agent, official, employee or representative of SBCTA has any authority to bind SBCTA to any affirmation, representation or warranty outside of, or in conflict with, the stated terms of this Contract, and CONSULTANT hereby stipulates that it has not relied, and will not rely, on same.
- 46.3 Both Parties have been represented or had the full opportunity to be represented by legal counsel of their own choosing in the negotiation and preparation of this Contract. Therefore, the language in all parts of this Contract will be construed, in all cases, according to its fair meaning, and not for or against either Party.

## **ARTICLE 47. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT**

CONSULTANT shall comply with all applicable provisions of the Americans With Disabilities Act in performing Work under this Contract.

## **ARTICLE 48. NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, due to CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

## **ARTICLE 49. EFFECTIVE DATE**

The date that this Contract is executed by SBCTA shall be the Effective Date of the Contract.

-----SIGNATURES ARE ON THE FOLLOWING PAGE-----

**IN WITNESS WHEREOF**, the Parties hereto have executed this Contract on the day and year written below.

**CONSULTANT**

By:

Printed Name: \_\_\_\_\_  
Title: President

Date: \_\_\_\_\_

By:

Printed Name: \_\_\_\_\_  
Title: Secretary

Date: \_\_\_\_\_

**SBCTA**

By:

Frank J. Navarro  
President, Board of Directors

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

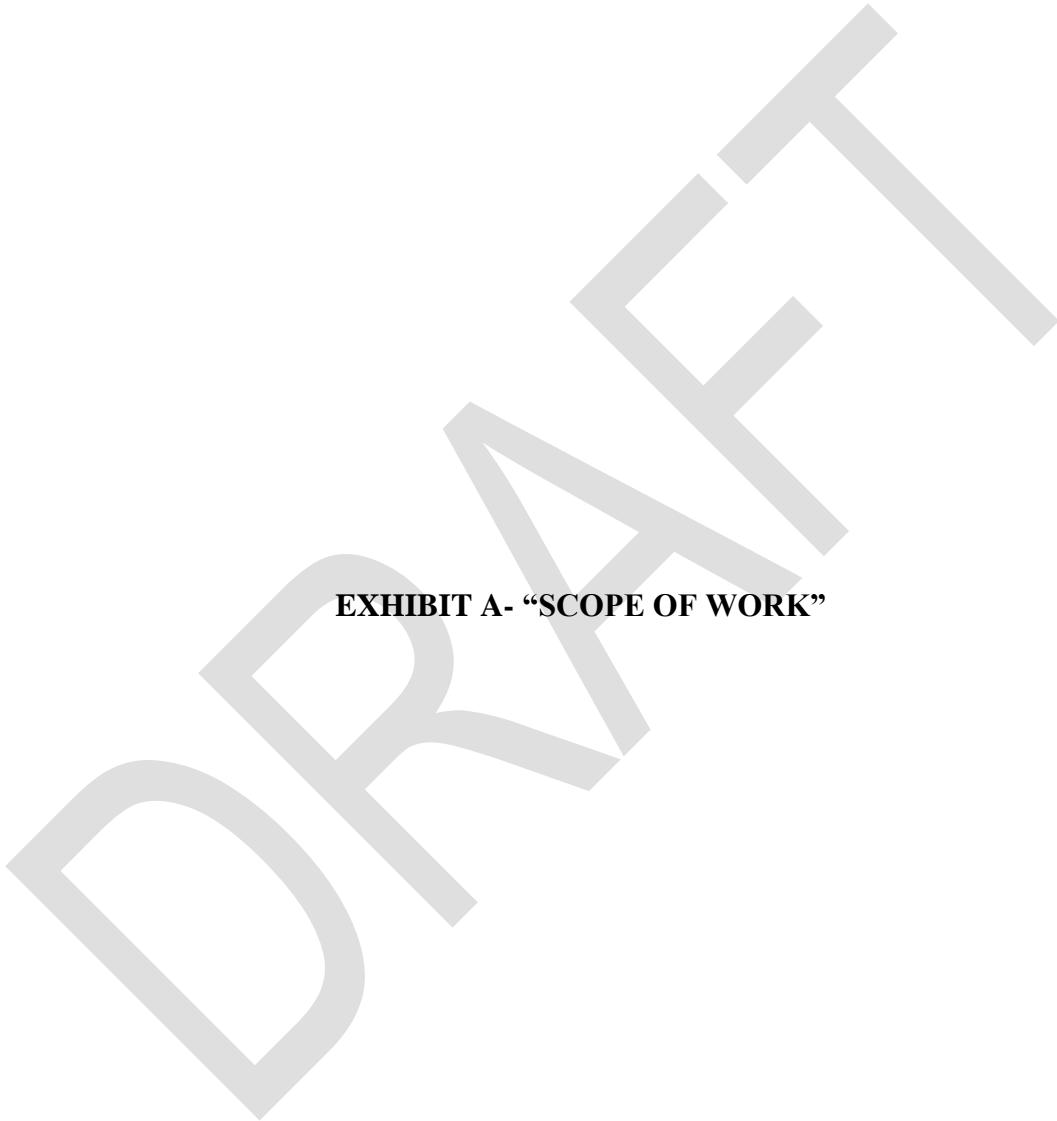
By:

Juanda Lowder Daniel  
Assistant General Counsel

**CONCURRENCE**

By:

Jeffery Hill  
Procurement Manager



San Bernardino County Transportation Authority ("SBCTA") is seeking professional services for the preparation of plans, studies and reports necessary for development of the Plans, Specifications and Estimate (PS&E) for the Metrolink Active Transportation Program, Phase II ("Project") at five Metrolink Facilities in San Bernardino County.

The Active Transportation Program (ATP) was created by Senate Bill 99 (Chapter 359, Statutes of 2013) and Assembly Bill 101 (Chapter 354, Statutes of 2013) to encourage increased use of active modes of transportation, such as biking and walking. The ATP consolidates various transportation programs; including the federal Transportation Alternatives Program, state Bicycle Transportation Account, and federal and state Safe Routes to School programs into a single program.

This Project will improve pedestrian and bicycle accessibility at five Metrolink Stations by extending bike trails and lanes, improving sidewalks and crosswalks, providing bike lockers and racks, and adding way-finding signage. The project locations and proposed improvements are identified in Figures A.1 to A.6

For the purposes of the RFP, and to meet project funding deadlines, assume a nine (9) month schedule from Notice- to-Proceed to a Ready-to-List package.

## I. APPLICABLE STANDARDS

- A. All documents shall be prepared in accordance with current Federal, State and local regulations, policies, procedures, manuals, and standards where applicable. Consultant shall obtain, at its expense, all applicable Manuals and Standard Plans.
- B. Project plans and specifications must comply with the Federal Americans with Disabilities Act (ADA) requirements 28 CFR, Part 35 or Part 36, and the *California and Local Building Codes* within the project limits. In accordance with 28 CFR Sec. 35.151, curbs and ramps must meet current ADA standards if the project includes streets that are to be newly constructed or altered (includes repaving). For ADA requirements, see Chapter 11 "Design Standards," and Section 12.7 of this chapter. Complete the Caltrans Certification of Compliance with Americans with Disabilities Act (ADA) Form TR-040.
- C. The Task and WBS Structure used for pricing, cost reporting and schedule preparation is the Caltrans Work plan Standards Guide for Delivery of Capital Projects.
- D. Project Management will be performed in accordance to the Caltrans 'Work plan Standards Guide for Delivery of Capital Projects.
- E. Project Plans will be prepared in AutoCAD format.
- F. Project Specifications and Special Provisions will be prepared in accordance with Caltrans 2015 Standard Specifications and Special Provisions or Greenbook Specifications if requested by Cities.

- G. Standard plans from each local Agency will be utilized for elements of work within their jurisdiction.

## II. GENERAL DESCRIPTION OF REQUIRED SERVICES

- A. Consultant Services include the studies, reports, drawings, plans specifications, estimates, and special provisions necessary to complete the PS&E package.
- B. The Work includes ROW support, specifically related to utility research and coordination, surveys and mapping required for ROW and Utility certification.
- C. The Work includes design support during construction. Specifically, the scope includes providing background information on the PS&E package, answering Requests for Information (RFI) and preparation of the construction as-built package.
- D. The Moving Ahead for Progress in the Twenty First Century (MAP-21) requires pre-project and post-project pedestrian and bike traffic analysis and is included in this scope of work.
- E. The final technical reports must bear the signature, stamp or seal, registration number, and registration certificate expiration date of the registered civil engineer most directly in responsible charge or other registered or certified professional working on the report as specified in Section 9 of the Project Development Procedures Manual.
- F. Develop and maintain a Project schedule utilizing the Primavera P6 Project Management, Release 7.0 software or approved equal. The Project schedule will be presented monthly to the Project Development Team (PDT) meeting and electronic files will be provided as requested to SBCTA. A deliverables matrix will accompany the schedule. The deliverables matrix will highlight the status of the documents in the review process.
- G. Employ quality control procedures that identify potential risks and uncertainties related to construction of the Project. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impacts to adjacent properties, public safety, and environmental considerations. If at any time during the performance of this Scope of Services, Consultant observes, encounters, or identifies any circumstances that could pose potential risk, Consultant shall notify SBCTA immediately.

## III. PROJECT

This contract is for Phase II projects only (Cycle 4). Figures A.1 to A.6 include both Phase I (Cycle 1) and Phase II (Cycle 4) projects. Both Phases are included in the Environmental Documents. Scope refinement will occur during the early design phase. For purposes of this RFP, assume the projects shown as Phase II (Cycle 4) in Figures A.1 to A.6 are included in this scope of services, with any modifications as mutually agreed between cities and SBCTA.

## IV. ASSUMPTIONS

- A. Assume there will be three (3) meetings per month for the duration of the PS&E phase, including a monthly PDT meeting. Assume the PS&E phase spans twelve (12) months.
- B. Assume there will be one (1) meeting per month for the duration of the construction phase and that construction spans twelve (12) months.
- C. Assume eight (8) hard copies and eight (8) CDs of all final deliverables. Consultant will coordinate with SBCTA and each City prior to distribution of all deliverables to determine the points of contact and format of copies.
- D. Assume each major deliverable will include a SBCTA peer review in conjunction with a review by each local Agency, followed by a workshop for comment resolution, if required.
- E. Assume all improvements will be within public Right-of-Way and temporary construction or permanent easements will not be required.

## V. SCOPE OF SERVICES

The following is a summary of anticipated tasks outlined in the Caltrans Work Breakdown Structure (WBS) necessary to complete the PS&E phase and obtain Caltrans approval for construction funding. This summary is not intended to be all inclusive and work may include tasks listed in the WBS that are not identified in this summary.

### Task 100 Project Management

The services provided include the initiation and planning of the project, and the execution, control and close out of the project. Tasks include:

- Initiation and planning of the project.
- Providing project management and supervision of project staff to facilitate the performance of the work.
- Preparation and maintenance of the Project schedule and deliverables matrix.
- Presenting the schedule and deliverables matrix to the monthly Project Development Team (PDT) meeting.
- Coordination with Agencies to determine project priorities and access permit requirements.
- Coordination with the PDT and project stakeholders.
- Administering subcontracts and directing their work (if applicable).
- Preparation and distribution of agendas prior to the meetings, preparation of meeting minutes and distribution of minutes within five working days after the meetings.
- Organizing the Kick-off Meeting with Project Stakeholders to define the project and project limits, review roles and responsibilities, and determine which document deliverables are necessary.
- Development and maintenance of the Work Plan.
- Preparation of remedial actions to recover schedule loss.

- Development and use a Project Specific Quality Assurance and Quality Control Plan in conformance with Section VI.
- Development and use a Project Management Plan.
- Development and use a Risk Management Plan.
- Development and use a Document Control Plan.

**Deliverables:**

- PDT meeting notices, agendas, handouts, and minutes
- Presentation materials consisting of agendas, previous meeting minutes, current schedule and deliverables matrix, current plans and action item log.
- Monthly Project Master Schedule delivered one week prior to the PDT meeting.
- Project Master Schedule in electronic format delivered as requested.
- Project Specific Quality Assurance and Quality Control Plan
- Project Management Plan
- Project Specific Risk Management Plan
- Document Control Plan
- Final copy of all major deliverables during close-out

**Task 160/165 Preliminary Engineering and Environmental Studies**

Project Initiation Documents and some preliminary engineering studies were completed for the ATP Grant Application and the "Improvement to Transit Access for Cyclists and Pedestrians Report". Prior to starting the PS&E activities, an assessment is required of preliminary engineering studies requirements to support the PS&E Work. SBCTA Planning will complete environmental review. Coordinate with PDT to determine which of the following are required and at what level.

- Surveys and maps to determine boundary information
- Topography, Base Maps and Plan Sheets
- Utility locations plans and estimate
- Preliminary Investigation Report to assess work-site conditions and topographic data
- Geometric Plans, Horizontal and Vertical Alignments
- Water Quality Management Plan
- Fact Sheet for Exceptions to Design Standards (if required)

**The following are required:**

- Transportation Problem Definition and Site Assessment for Impacted Roadways:
  - Compile and review existing background information;
  - Review existing reports studies and mapping including planning documents, field reviews, as-builts, base mapping, existing surveys and ROW maps;
  - Develop project constraints and information required to determine the extent of the existing problem and future needs including discussions with internal and external stakeholders;
  - Analyze the existing problem and future requirements to determine the project's need and purpose; and
  - Prepare the necessary Fact Sheets for Design Exceptions, in the event that non-standard features are necessary.

- Foot and Bicycle Traffic Assessment: ATP requires bike and pedestrian counts be conducted and report generated before and after the Project. The methodology for performing bicycle and pedestrian counts is outline by the Southern California Association of Government (SCAG). The purpose of the count is to:
  - Determine existing travel patterns and demand;
  - Evaluate the effectiveness of programs and/or facilities to promote walking and biking (before and after studies);
  - Identify corridors where current use and potential for increased use is high;
  - Track trends over time;
  - Improve pedestrian and bicycle safety and evaluate the impact of different design treatments on collision rates;
  - Identify locations for pedestrian and bicycle facility improvements and design appropriate treatments;
  - Measure demographic changes as facilities that increase user comfort and attract a wider range of pedestrians and bicyclists are developed;
  - Assess future pedestrian and bicycle travel demand; and
  - Prioritize bicycle and pedestrian improvement projects.
- List of permits required to complete project.

### Task 185 Base Maps and Plan Sheets

Work during PS&E development involves the preparation of geometric base maps and functional base plan sheets, including review of existing project information, gathering appropriate mapping, conducting additional studies. Final products of this task include preparation of Right-of-Way maps and plan sheets.

The task includes updating the project information needed to prepare the engineering design report, perform preliminary design and determine ROW requirements.

Specifically:

- Field reviews and topographic surveys.
- Research and obtain copies of existing studies.
- Research, obtain, and review utility maps and plans.
- Obtain Record of Survey, benchmark, and centerline tie information.
- Produce mapping and survey control necessary for the PS&E including:
  - Incorporation of Basic (Corridor) Control and adjacent project.
  - Establishing primary control throughout the project.
  - Establishing supplemental control for the project.
  - Documenting the control survey.

#### Deliverables:

- Updated project information and confirmation of Purpose and Scope
- Permanent Project Control Monumentation

- Project Control Diagram or Control Record of Survey
- Project Control Report
- Project file containing the following:
  - Topography
  - Right-of-Way boundaries
  - Structures
  - Utility Locations

### Task 230 Draft PS&E Package

Work involves the preparation and review of draft roadway plans, specifications, estimates, roadway design and functional PS&Es. Due to the limited impact of the project on the community or environment, not all PS&E studies or deliverables may be required.

**Fact Sheets:** Prepare the necessary Fact Sheets for Design Exceptions, in the event that non-standard features are necessary.

**Engineering Reports:** Finalize project design reports needed to establish design parameters and complete design.

**Electrical Service Coordination:** This task includes all efforts required to coordinate and obtain electrical service agreements with the local electrical service providers. Service agreements may be required for signal, lighting, communication and irrigation elements of work.

**Deliverables:**

- Road and Highway Plans including, but not limited to Title Sheet and Key Maps, Project Control, Typical Sections, Layouts, Profiles, Construction Details, Summary of Quantities, Water Pollution Control, Drainage, Utility (existing and proposed), Stage Construction, Traffic Handling, Detour, Pavement Delineation, Sign, Removal, Landscape & Planting, Irrigation, Erosion Control
- Project Specifications
- Response to Comments Matrices (PEER review and Agency comments)
- Quantities Estimate
- Cost Estimate
- Engineering Reports and Calculations
  - Hydrology and Hydraulics Analysis (if required)
  - Water Quality Management Plan
  - Electrical Load Calculations
- Draft PS&E Submittal Packages (65% and 95%)
- Electrical Service Agreements
- Design and relocation of franchise utilities will be done by others, consultant will still be responsible to review and approve proposed relocation plans and incorporate into PS&E package

## Task 255 Final PS&E Package

This activity includes reproduction, distribution, coordination, and circulation of the project's plans, specifications and estimate. Included are coordinating reviews, reaching consensus and incorporation of comments. Task includes:

- Final Plans including Constructability Review.
- Utility Plans for conflicts (proposed and existing).
- Review Project for Final Permit Needs.
- Review Aesthetics.
- All Specifications and Estimates.
- Materials design elements and specifications.
- Conformity with Environmental Commitments.
- Perform Safety Review.
- Perform PS&E Reviews.
- Prepare Construction Staking Package.
- Prepare Resident Engineer's Pending File.
- Final bid package for construction.
- Support construction procurement as required.
- Incorporate PEER review, Agency comments and constructability review comments.

### Deliverables:

- Comment Resolution Matrix or focus meetings as required
- Updated PS&E Package
- Approved Environmental Reevaluation
- Final PS&E Package
- Materials Information Handout
- Construction Staking Package
- Resident Engineer's Pending File

## Task 200/220 Right-of-Way Engineering

This task identifies Consultant Right-of-Way (ROW) and Utility services. Consultant Work includes mapping for utilities and identification of conflicts and coordination with the Utility Companies to produce the utility plan sheets. Consultant Work includes the following:

- Utility Relocation Plan: Coordinate with the Utility Companies to produce the utility relocation plans for the protection, removal and relocation of utility facilities necessary to clear and certify ROW.
- ROW and Utility Certifications.

Potholing: Pothole plan and Pothole exploration necessary to positively locate potential utility conflicts.

### Deliverables:

- Right-of-Way Mapping
- Utility Location Maps (existing and proposed)
- Pothole Request Map

- Pothole Data
- Utility Coordination efforts
- Utility Agreements (if required)
- Railroad Agreements (if required)
- Utility Certification
- Right-of-Way Certification

### **Task 270 Construction Engineering - Technical Support**

Provide Technical Support to the construction engineering staff including design, traffic, hydraulics, materials, structures design, geotechnical services, environmental, landscape and other specialty staff. Functional support may include attendance at prework conferences, construction meetings, on-site construction support and RE pending file review.

### **Task 295 Final Construction Report**

Work includes coordination with the construction manager and Resident Engineer to develop as-built plans in accordance with Caltrans and the City Standards. Work includes the transfer of the red-line As-Built plan mark-ups to the original full size reproducible plan sheets (or CADD file) and forwarding a reproducible set of plans with the transferred As-Built changes to SBCTA and appropriate agencies.

**Deliverables:**

- As-Built construction package
- Electronic and hardcopy submittal for SBCTA and City records

## **VI. PROJECT SPECIFIC QUALITY ASSURANCE AND QUALITY CONTROL PLAN REQUIREMENTS**

Quality Assurance (QA) encompasses all of the planned and systematic activities implemented within the quality system that can be demonstrated to provide confidence that a product or service will fulfill requirements for quality. Quality Control (QC) consists of operational techniques and activities used to fulfill requirements for quality. For environmental review process, preliminary engineering and final design, QC includes technical checking, review and design verification activities, while the QA activities includes the monitoring, surveillances, auditing and other means of oversight of the QC activities and documentation, to ensure completeness and adherence to the QC procedures.

A project specific quality management plan (herein referred to as a Project QA/QC Plan) shall be developed by the Consultant and submitted to SBCTA for review and approval. The Project QA/QC Plan shall describe how QA and QC will be executed and managed by the Consultant and its subconsultants. In lieu of a Project QA/QC Plan, for small projects at the discretion of the SBCTA Director of Project Delivery, a copy of the Consultant's standard QA and QC procedures that are to be followed by the Consultant team (including subconsultants) for the project, will be submitted to SBCTA for review and approval. The standard QA and QC procedures document and any appended project-specific processes, should address the same requirements listed below for the Project QA/QC Plan.

The following is a list of the minimum content and scope of what the Project QA/QC Plan shall contain. When submitted to SBCTA for review, the Project QA/QC Plan will be reviewed and assessed to ensure that these topic areas are covered and adequately addressed by the plan.

Project Introduction and Scope:

1. Project description.
2. Scope of work.
3. Quality objectives.
4. List of deliverable documents for each milestone submittal.

Project Team Qualifications, Organization, Staff, Roles and Responsibilities:

1. A description of the minimum resource requirements for staff competence, skills, experience, and credentials.
2. Organization chart showing project staff and lines of QA and QC authority and communications.
3. List of project staff members, roles and responsibilities, including verification, QC review and technical checking, Project Management, Project QA Management and Technical Lead duties.

Quality Training:

1. Quality training, including a training syllabus, schedule, and methods of tracking the staff that have been trained.

Scheduling of Quality Activities:

1. Detailed QA and QC schedule that provides the timing, durations, and dependencies for all QC technical checking, interdisciplinary reviews, internal design verification against project criteria, and internal QA audits.

SBCTA, Caltrans Reviews:

1. Formal external (SBCTA and Caltrans) review schedules (Peer Reviews and Constructability Reviews).
2. Processes for SBCTA Peer Review and Caltrans review comments tracking, response, resolution, checking of comment incorporation, and closure process.

Internal Reviews:

1. Quality procedures related to interdisciplinary design review (IDR) process.
2. Technical review of environmental reports.

Management of Requirements:

1. The requirements for the development of a Basis of Design report that includes a list of governing project criteria, source documents for the governing criteria, including those from Caltrans, SBCTA and local municipalities.

2. Requirements management processes used to track design variation requests, and procedures for changes to the requirements as a result of approved design variances.

Quality Procedures for Project Controls:

1. Project QA and QC procedures related to approved project scope changes and associated revisions to estimates and schedule.
2. Project QA and QC procedures for configuration management against the baseline design.

Quality Control (QC) Procedures:

1. Detailed QC procedures, including descriptions of process steps and documentation of processes for technical checking, QC reviews, and design verification. The procedures for technical checking will include:
  - QC testing and validation of computer software used for the calculations.
  - Checking of calculations and data (hand calculations and computer calculations input and output).
  - Checking of drawings and exhibits.
  - Checking of specifications and contract documents.
  - Checking of quantities and cost estimates.
  - Review of studies or report-type documents.
  - QC of CADD-produced documents.
2. Checklists to be used to verify: design criteria / technical compliance; submittal contents; CADD compliance; specifications compliance; calculations compliance; and milestone specific level of completion.

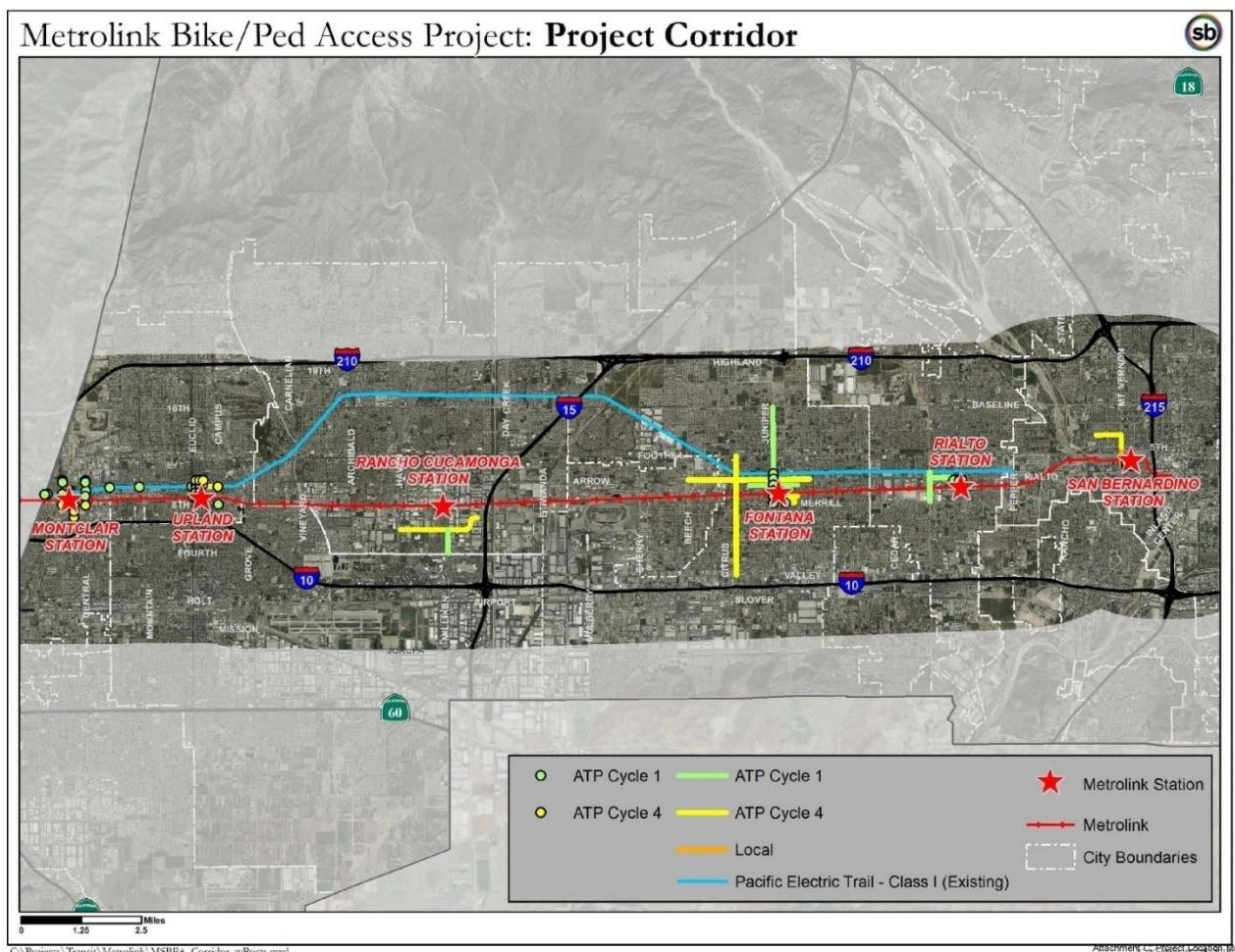
Quality Assurance (QA) Procedures:

1. The processes for QA monitoring, surveillances, and audits of the QC activities, including when QA audits are to be conducted prior to submittals, and the QC activities and QC documentation to be audited.
2. Processes for the management of the implementation of Corrective Action to internal and external QA audit non-conformances and findings.

Quality Documentation:

1. Quality Records list or definition.
2. Document Control procedures, including electronic files and project folders, submittal procedures, control of hardcopies, uploading of scanned hardcopy PDF files, document retention requirements, and the treatment of quality documents. This part of the Project QA/QC Plan may reference sections of a project management plan and/or a separate project or firm document control plan.

Figure A.1



Attachment: 20-1002388\_Draft Contract [Revision 2] (6891 : Metrolink ATP Phase 2 - Design Award)

Figure A.2

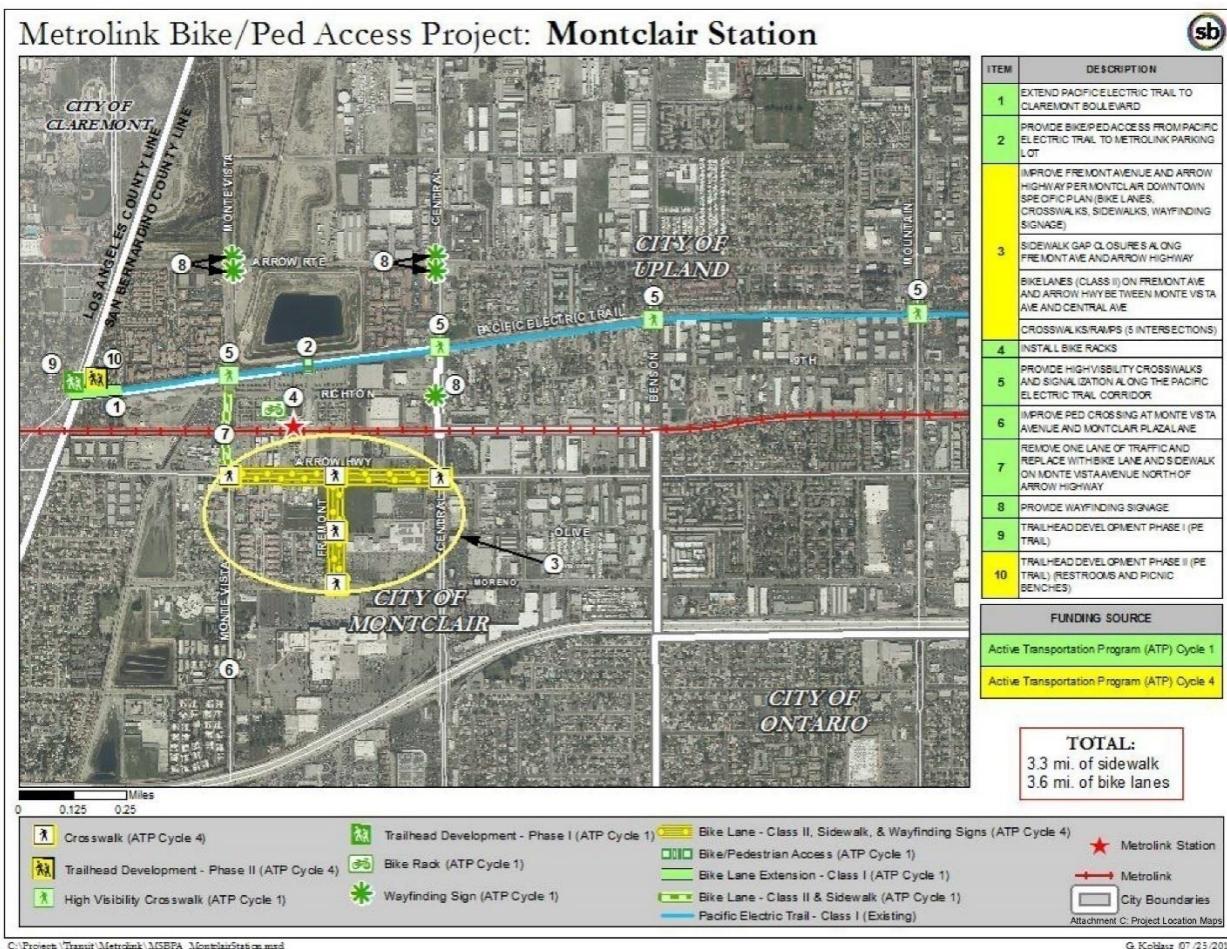


Figure A.3

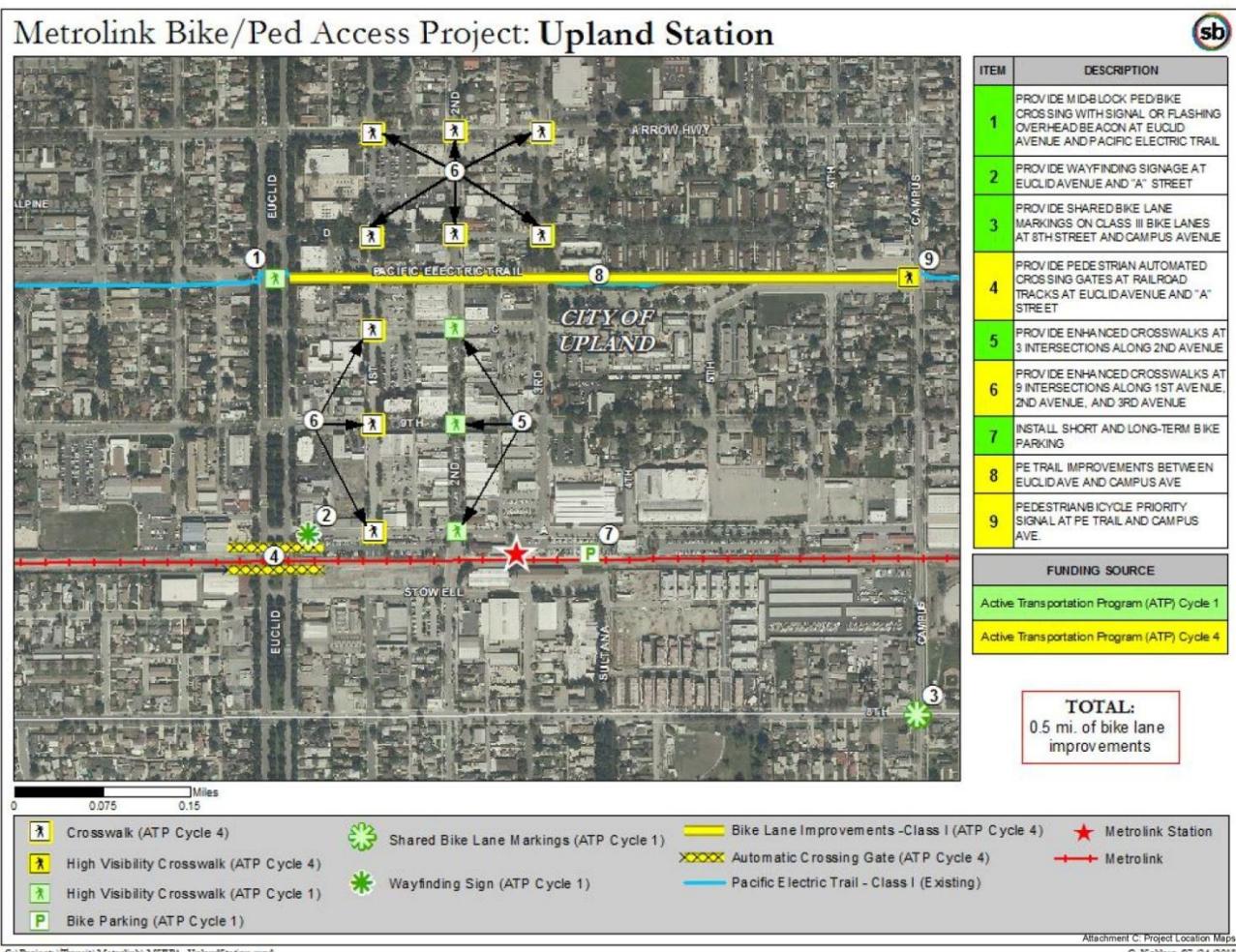


Figure A.4

## Metrolink Bike/Ped Access Project: Rancho Cucamonga Station

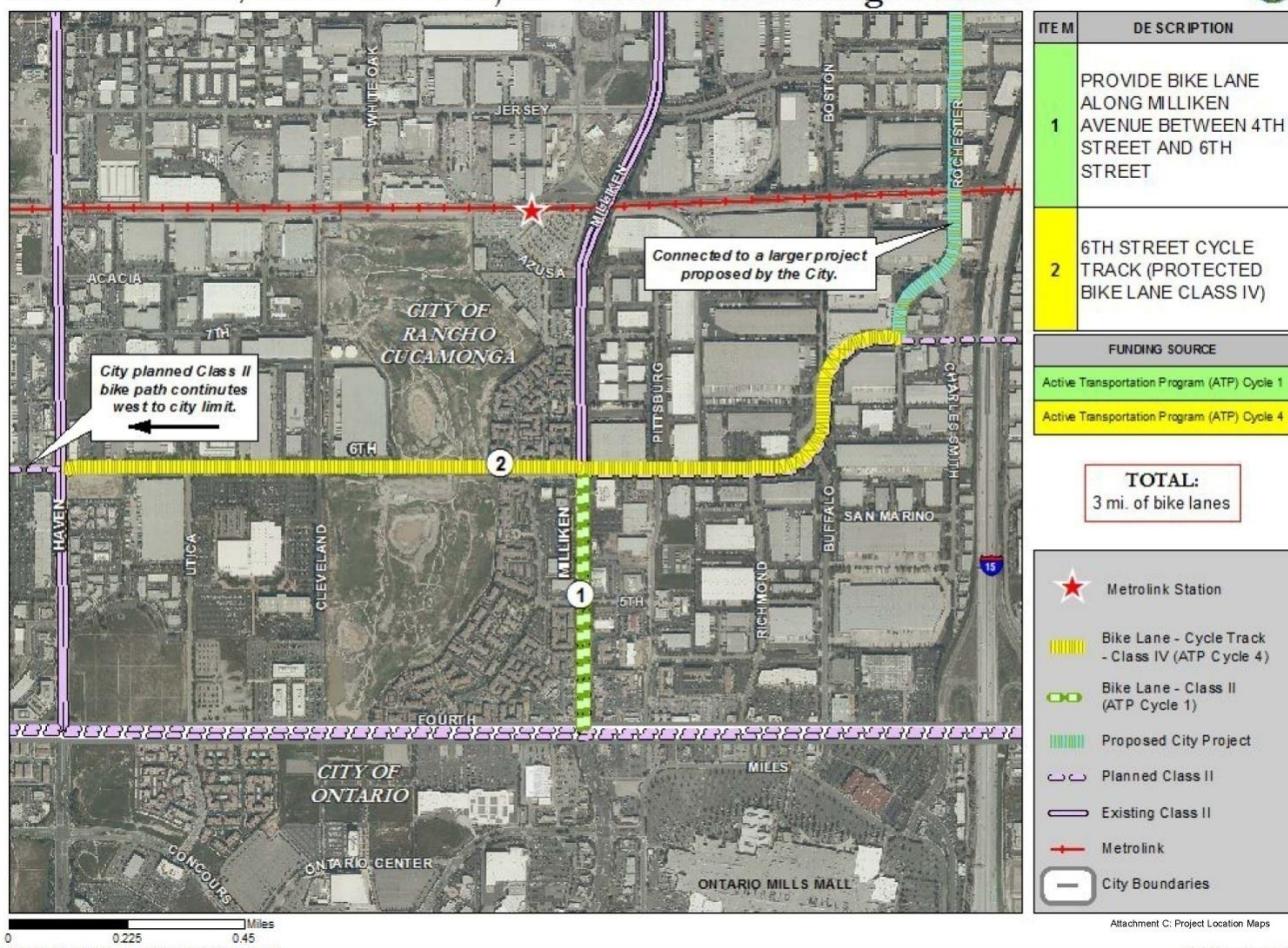


Figure A.5

## Metrolink Bike/Ped Access Project: Fontana Station

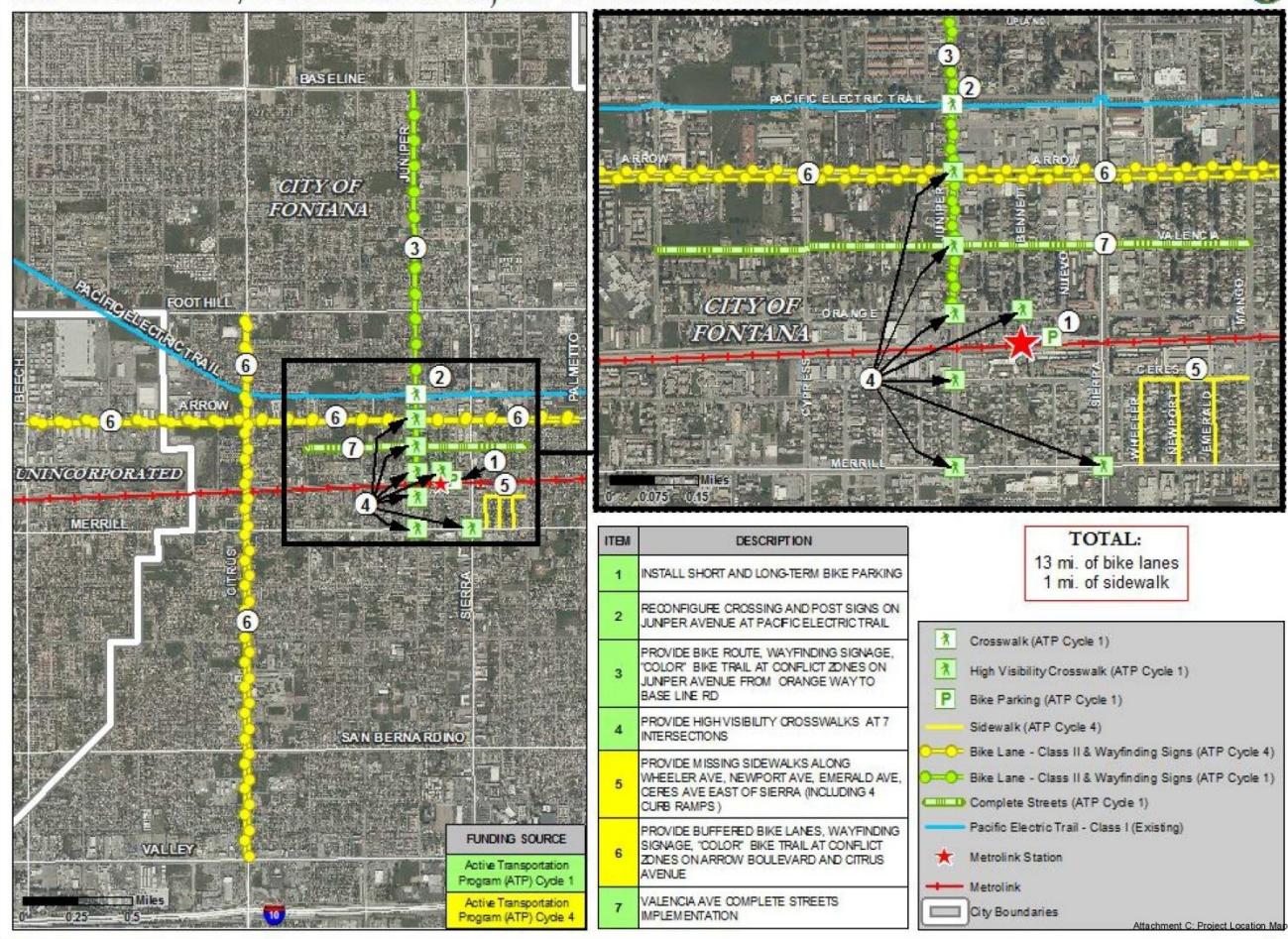
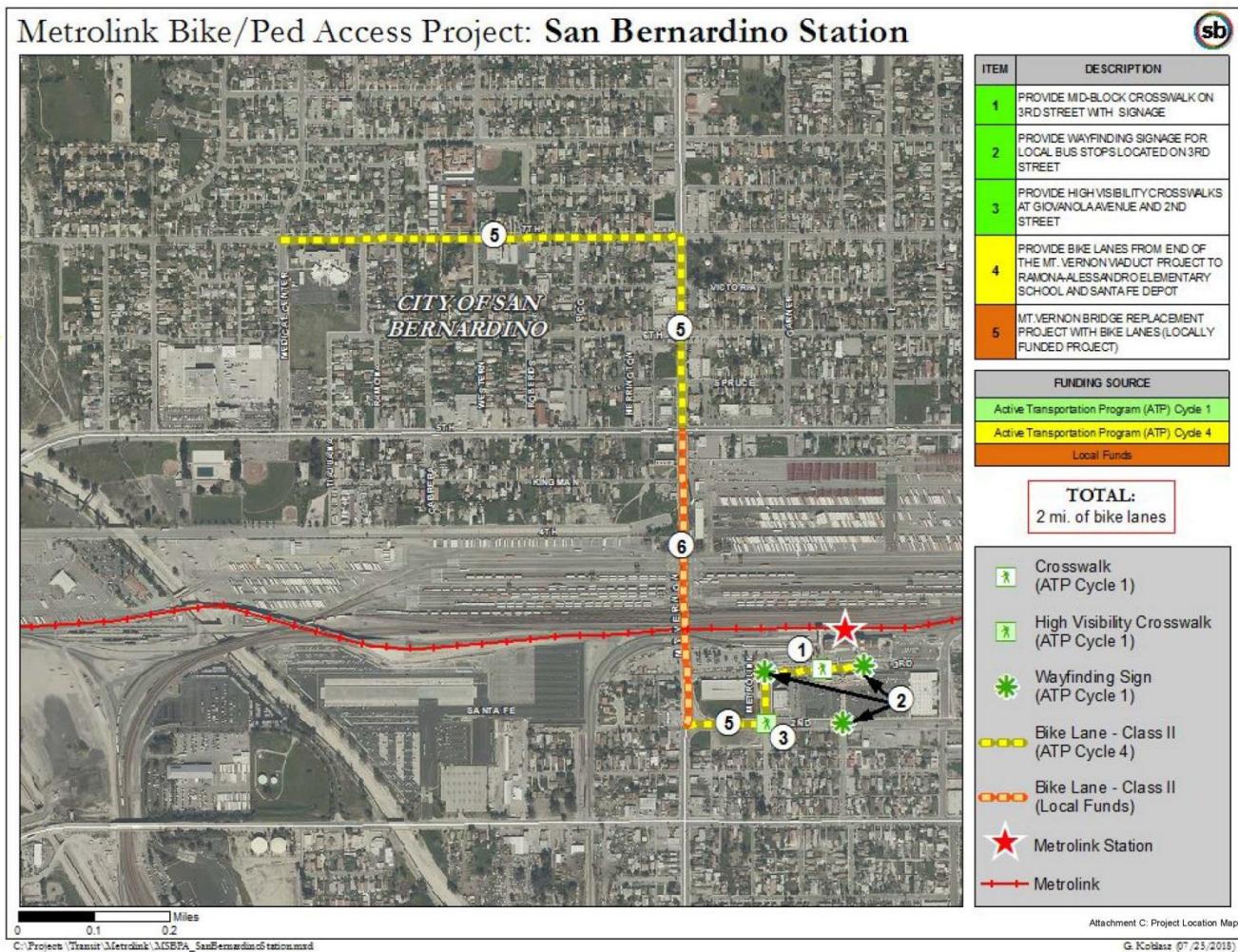


Figure A.6



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## LINE ITEM BUDGET

**EXHIBIT B**  
**COST PROPOSAL**

**Title of Project:**

PS&E for the Metrolink ATP, Phase II

RFP Number:

20-1002388

(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)	(s)	(t)	(u)	(v)	(w)	(x)		
Cost Categories	Maximum Hourly Rate	Task 100		Task 100		Task 100		Task 100		Task 160/165		Task 160/165		Task 160/165		Task 185		Task 185		Task 185		Sub-Total (Task 100-185)			
		Staff Coordination and PDT Meetings		Project Management		Work Plan		QA/QC & Proj Mgmt Plans		Research/Review		Foot & Bike Traffic Assessment		WQMP		Utility Research and Coordination		Potholing		Topo Survey and R/W					
		Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount		
<b>Direct Labor Classification(s):</b>																									
Stephan, Principal In Charge	\$87.50	8.00	\$700.00	16.00	\$1,400.00	0.00	\$0.00	8.00	\$700.00	0.00	\$0.00	0.00	\$0.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	32.00	\$ 2,800.00	
Stepien, Project Manager	\$86.54	72.00	\$6,230.88	96.00	\$8,307.84	8.00	\$692.32	20.00	\$1,730.80	8.00	\$692.32	4.00	\$346.16	2.00	\$173.08	2.00	\$173.08	0.00	\$0.00	2.00	\$0.00	\$173.08	214.00	\$ 18,519.56	
Bise, Task Manager	\$73.00	72.00	\$5,256.00	0.00	\$0.00	8.00	\$584.00	0.00	\$0.00	8.00	\$584.00	8.00	\$584.00	0.00	\$0.00	4.00	\$292.00	2.00	\$146.00	4.00	\$292.00	106.00	\$ 7,738.00		
Barrios, Sr. Associate Engineer	\$55.00	36.00	\$1,980.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	24.00	\$1,320.00	0.00	\$0.00	4.00	\$220.00	12.00	\$660.00	2.00	\$110.00	0.00	\$0.00	78.00	\$ 4,290.00		
Sing, Sr. Associate Engineer	\$41.50	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	8.00	\$332.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	8.00	\$ 332.00		
Miller, Associate Engineer	\$35.50	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	16.00	\$568.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	12.00	\$426.00	28.00	\$ 994.00
Lopez, Associate Engineer	\$34.50	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	16.00	\$552.00	0.00	\$0.00	0.00	\$0.00	32.00	\$1,104.00	0.00	\$0.00	0.00	\$0.00	48.00	\$ 1,656.00		
Faul, QA/QC	\$76.92	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	12.00	\$923.04	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	12.00	\$ 923.04
Abad, Sr. Associate Engineer	\$54.50	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$ -
Barrera, Sr. Planner	\$54.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	22.00	\$1,188.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	22.00	\$ 1,188.00
Lien, Sr. Associate Planner	\$38.75	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	76.00	\$2,945.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	76.00	\$ 2,945.00
Ibarra, Sr. Office Administrator	\$29.50	12.00	\$354.00	12.00	\$354.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	24.00	\$ 708.00
<b>Subtotal - Direct Labor</b>		<b>200.00</b>	<b>\$14,520.88</b>	<b>124.00</b>	<b>\$10,061.84</b>	<b>16.00</b>	<b>\$1,276.32</b>	<b>40.00</b>	<b>\$3,353.84</b>	<b>80.00</b>	<b>\$4,048.32</b>	<b>110.00</b>	<b>\$5,063.16</b>	<b>6.00</b>	<b>\$393.08</b>	<b>50.00</b>	<b>\$2,229.08</b>	<b>4.00</b>	<b>\$256.00</b>	<b>18.00</b>	<b>\$891.08</b>	<b>648.00</b>	<b>\$ 42,093.60</b>		
<b>Overhead &amp; Fringe (inc. G&amp;A):</b>		<b>%</b>																							
Overhead	115.36%		\$16,751.29		\$11,607.34		\$1,472.36		\$3,868.99		\$4,670.14		\$5,840.86		\$453.46		\$2,571.47		\$295.32		\$1,027.95		\$ 48,559.18		
Fringe	32.76%		\$4,757.04		\$3,296.26		\$418.12		\$1,098.72		\$1,326.23		\$1,658.69		\$128.77		\$730.25		\$83.87		\$291.92		\$ 13,789.86		
<b>Subtotal - Overhead &amp; Fringe (inc G&amp;A):</b>			<b>\$21,508.33</b>		<b>\$14,903.60</b>		<b>\$1,890.49</b>		<b>\$4,967.71</b>		<b>\$5,996.37</b>		<b>\$7,499.55</b>		<b>\$582.23</b>		<b>\$3,301.71</b>		<b>\$379.19</b>		<b>\$1,319.87</b>		<b>\$ 62,349.04</b>		
<b>Fixed Fee</b>		<b>8.00%</b>																							
<b>Subtotal - Fixed Fee:</b>			<b>\$2,882.34</b>		<b>\$1,997.23</b>		<b>\$253.34</b>		<b>\$665.72</b>		<b>\$803.58</b>		<b>\$1,005.02</b>		<b>\$78.02</b>		<b>\$442.46</b>		<b>\$50.81</b>		<b>\$176.88</b>		<b>\$ 8,355.41</b>		
<b>Other Direct Costs (ODCs)</b>																									
Travel			\$400.00		\$0.00		\$0.00		\$0.00		\$0.00		\$400.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$ 800.00
Printing - Directly Chargeable only			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$ -
Traffic counts			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$7,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$ 7,500.00
Potholing			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$17,610.00		\$0.00		\$0.00		\$ 17,610.00
<b>Subtotal - ODCs:</b>			<b>\$400.00</b>		<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>		<b>\$7,900.00</b>		<b>\$0.00</b>		<b>\$0.00</b>		<b>\$17,610.00</b>		<b>\$0.00</b>		<b>\$ 25,910.00</b>		
<b>Subconsultant(s)*</b>																									
Huitt Zollars (survey)																								<b>\$52,235.36</b>	
Twining (geotechnical)																								\$ -	
DSC (WQMP, restroom utilities)																								\$ 6,046.00	
PacRim (restroom foundation)																								\$ -	
Hunt (signage)																								\$ -	
Nuvis (landscape/irrigation)																								\$ -	
<b>Subtotal - Subconsultant(s):</b>			<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>		<b>\$6,046.00</b>		<b>\$0.00</b>		<b>\$0.00</b>		<b>\$52,235.36</b>		<b>\$ 58,281.36</b>		
<b>GRAND TOTAL</b>			<b>\$39,311.54</b>		<b>\$26,962.67</b>		<b>\$3,420.15</b>		<b>\$8,987.27</b>		<b>\$10,848.27</b>		<b>\$21,467.73</b>		<b>\$7,099.33</b>		<b>\$5,973.26</b>		<b>\$18,296.00</b>		<b>\$54,623.18</b>		<b>\$ 196,989.41</b>		

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## LINE ITEM BUDGET

**EXHIBIT B**  
**COST PROPOSAL**

Title of Project: PS&E for the Metrolink ATP, Phase II

PS&E for the Metrolink ATP, Phase II

RFP Number: 20-1002388

(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)	(s)	(t)	(u)	(v)	(w)	(x)
Cost Categories	Maximum Hourly Rate	Task 230		Task 230		Task 230		Task 230		Task 255		Task 230		Task 230		Task 230		Task 230		Sub-Total (Task 230)			
		Montclair Draft PS&E		Upland Draft PS&E		Rancho Cucamonga Draft PS&E		Fontana Draft PS&E		San Bernardino Draft PS&E		Montclair Final PS&E		Upland Final PS&E		Rancho Cucamonga Final PS&E		Fontana Final PS&E		San Bernardino Final PS&E			
		Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount		
<b>Direct Labor Classification(s):</b>																							
Stephan, Principal In Charge	\$87.50	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	
Stepien, Project Manager	\$86.54	6.00	\$519.24	24.00	\$2,076.96	12.00	\$1,038.48	24.00	\$2,076.96	6.00	\$519.24	1.00	\$86.54	4.00	\$346.16	2.00	\$173.08	4.00	\$346.16	2.00	\$173.08	85.00	
Bise, Task Manager	\$73.00	6.00	\$438.00	48.00	\$3,504.00	20.00	\$1,460.00	40.00	\$2,920.00	12.00	\$876.00	1.00	\$73.00	6.00	\$438.00	2.00	\$146.00	4.00	\$292.00	2.00	\$146.00	141.00	
Barrios, Sr. Associate Engineer I	\$55.00	16.00	\$880.00	100.00	\$5,500.00	24.00	\$1,320.00	108.00	\$5,940.00	20.00	\$1,100.00	2.00	\$110.00	12.00	\$660.00	4.00	\$220.00	12.00	\$660.00	0.00	\$0.00	298.00	
Sing, Sr. Associate Engineer I	\$41.50	0.00	\$0.00	60.00	\$2,490.00	24.00	\$996.00	76.00	\$3,154.00	10.00	\$415.00	0.00	\$0.00	6.00	\$249.00	2.00	\$83.00	8.00	\$332.00	1.00	\$41.50	187.00	
Miller, Associate Engineer	\$35.50	20.00	\$710.00	180.00	\$6,390.00	80.00	\$2,840.00	152.00	\$5,396.00	32.00	\$1,136.00	2.00	\$71.00	20.00	\$710.00	8.00	\$284.00	16.00	\$568.00	2.00	\$71.00	512.00	
Lopez, Associate Engineer	\$34.50	12.00	\$414.00	80.00	\$2,760.00	68.00	\$2,346.00	96.00	\$3,312.00	40.00	\$1,380.00	0.00	\$0.00	10.00	\$345.00	8.00	\$276.00	12.00	\$414.00	4.00	\$138.00	330.00	
Faul, QA/QC	\$76.92	4.00	\$307.68	8.00	\$615.36	8.00	\$615.36	8.00	\$615.36	2.00	\$153.84	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	30.00	
Abad, Sr. Associate Engineer	\$54.50	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$ -	
Barrera, Sr. Planner	\$54.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$ -	
Lien, Sr. Associate Planner	\$38.75	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$ -	
Ibarra, Sr. Office Administrator	\$29.50	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$ -	
<b>Subtotal - Direct Labor</b>		64.00	\$3,268.92	500.00	\$23,336.32	236.00	\$10,615.84	504.00	\$23,414.32	122.00	\$5,580.08	6.00	\$340.54	58.00	\$2,748.16	26.00	\$1,182.08	56.00	\$2,612.16	11.00	\$569.58	1,583.00	\$ 73,668.00
<b>Overhead &amp; Fringe (inc. G&amp;A):</b>																							
Overhead	115.36%		\$3,771.03		\$26,920.78		\$12,246.43		\$27,010.76		\$6,437.18		\$392.85		\$3,170.28		\$1,363.65		\$3,013.39		\$657.07		\$ 84,983.40
Fringe	32.76%		\$1,070.90		\$7,644.98		\$3,477.75		\$7,670.53		\$1,828.03		\$111.56		\$900.30		\$387.25		\$855.74		\$186.59		\$ 24,133.64
<b>Subtotal - Overhead &amp; Fringe (inc G&amp;A):</b>			\$4,841.92		\$34,565.76		\$15,724.18		\$34,681.29		\$8,265.21		\$504.41		\$4,070.57		\$1,750.90		\$3,869.13		\$843.66		\$ 109,117.04
<b>Fixed Fee</b>	8.00%																						
<b>Subtotal - Fixed Fee:</b>			\$648.87		\$4,632.17		\$2,107.20		\$4,647.65		\$1,107.62		\$67.60		\$545.50		\$234.64		\$518.50		\$113.06		\$ 14,622.80
<b>Other Direct Costs (ODCs)</b>																							
Travel			\$200.00		\$200.00		\$200.00		\$200.00		\$200.00		\$100.00		\$100.00		\$100.00		\$100.00		\$100.00		\$ 1,500.00
Printing - Directly Chargeable only			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$ -
Traffic counts			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$ -
Other			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$ -
<b>Subtotal - ODCs:</b>			\$200.00		\$200.00		\$200.00		\$200.00		\$100.00		\$100.00		\$100.00		\$100.00		\$100.00		\$100.00		\$ 1,500.00
<b>Subconsultant(s)*</b>																							
Huitz Zollars (survey)																							\$ -
Twining (geotechnical)																							\$ 9,965.91
DSC (WQMP, restroom utilities)																							\$ 19,593.51
PacRim (restroom foundation)																							\$ 20,505.23
Hunt (signage)																							\$ 9,500.29
Nuvis (landscape/irrigation)																							\$ 10,000.00
<b>Subtotal - Subconsultant(s):</b>			\$55,048.65		\$0.00		\$0.00		\$6,067.29		\$0.00		\$5,016.00		\$3,433.00		\$0.00		\$0.00		\$0.00		\$ 69,564.94
<b>GRAND TOTAL</b>			\$64,008.36		\$62,734.24		\$28,647.22		\$69,010.55		\$15,152.92		\$6,028.54		\$10,897.23		\$3,267.62		\$7,099.79		\$1,626.30		\$ 268,472.78

KOA Corporation  
2141 Orangewood Avenue  
Orange, CA 92868  
714-573-0317  
mstepien@koacorp.com

## LINE ITEM BUDGET

### EXHIBIT B COST PROPOSAL

Title of Project: PS&E for the Metrolink ATP, Phase II

RFP Number: 20-1002388

Cost Categories	Maximum Hourly Rate	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)	(s)	(t)	(u)	(v)	(w)	(x)	Grand Total (All tasks)	
		Task 200/220		Task 200/220		Task 270		Task 295																			
		Utility Relocation Plans		ROW and Utility Certifications		Construction Engineering Tech Support		Final Construction Report																			
		Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount		
<b>Direct Labor Classification(s):</b>																											
Stephan, Principal In Charge	\$87.50	0.00	\$0.00	0.00	\$0.00	4.00	\$350.00	0.00	\$0.00																	36.00	\$ 3,150.00
Stepien, Project Manager	\$86.54	8.00	\$692.32	4.00	\$346.16	32.00	\$2,769.28	4.00	\$346.16																	347.00	\$ 30,029.38
Bise, Task Manager	\$73.00	12.00	\$876.00	4.00	\$292.00	16.00	\$1,168.00	8.00	\$584.00																	287.00	\$ 20,951.00
Barrios, Sr. Associate Engineer I	\$55.00	24.00	\$1,320.00	8.00	\$440.00	20.00	\$1,100.00	12.00	\$660.00																	440.00	\$ 24,200.00
Sing, Sr. Associate Engineer I	\$41.50	0.00	\$0.00	0.00	\$0.00	16.00	\$664.00	0.00	\$0.00																	211.00	\$ 8,756.50
Miller, Associate Engineer	\$35.50	40.00	\$1,420.00	8.00	\$284.00	12.00	\$426.00	20.00	\$710.00																	620.00	\$ 22,010.00
Lopez, Associate Engineer	\$34.50	24.00	\$828.00	0.00	\$0.00	0.00	\$0.00	12.00	\$414.00																	414.00	\$ 14,283.00
Faul, QA/QC	\$76.92	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00																	42.00	\$ 3,230.62
Abad, Sr. Associate Engineer	\$54.50	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00																	0.00	\$ -
Barrera, Sr. Planner	\$54.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00																	22.00	\$ 1,188.00
Lien, Sr. Associate Planner	\$38.75	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00																	76.00	\$ 2,945.00
Ibarra, Sr. Office Administrator	\$29.50	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00																	24.00	\$ 708.00
<b>Subtotal - Direct Labor</b>		<b>108.00</b>	<b>\$5,136.32</b>	<b>24.00</b>	<b>\$1,362.16</b>	<b>100.00</b>	<b>\$6,477.28</b>	<b>56.00</b>	<b>\$2,714.16</b>																<b>2,519.00</b>	<b>\$ 131,451.52</b>	
<b>Overhead &amp; Fringe (inc. G&amp;A):</b>																											
Overhead	115.36%		\$5,925.26		\$1,571.39		\$7,472.19		\$3,131.05																		\$ 151,642.41
Fringe	32.76%		\$1,682.66		\$446.24		\$2,121.96		\$889.16																		\$ 43,063.52
<b>Subtotal - Overhead &amp; Fringe (inc G&amp;A):</b>			<b>\$7,607.92</b>		<b>\$2,017.63</b>		<b>\$9,594.15</b>		<b>\$4,020.21</b>																	<b>\$ 194,705.96</b>	
<b>Fixed Fee</b>																											
<b>Subtotal - Fixed Fee:</b>			<b>\$1,019.54</b>		<b>\$270.38</b>		<b>\$1,285.71</b>		<b>\$538.75</b>																	<b>\$ 26,092.61</b>	
<b>Other Direct Costs (ODCs)</b>																											
Travel			\$0.00		\$0.00		\$250.00		\$0.00																		\$ 2,550.00
Printing - Directly Chargeable only			\$0.00		\$0.00		\$250.00		\$0.00																		\$ 250.00
Traffic Counts			\$0.00		\$0.00		\$0.00		\$0.00																		\$ 7,500.00
Other			\$0.00		\$0.00		\$0.00		\$0.00																		\$ 17,610.00
<b>Subtotal - ODCs:</b>			<b>\$0.00</b>		<b>\$0.00</b>		<b>\$500.00</b>		<b>\$0.00</b>																	<b>\$ 27,910.00</b>	
<b>Subconsultant(s)*</b>																											
Huitt Zollars (survey)																											
Twining (geotechnical)																											
DSC (WQMP, restroom utilities)																											
PacRim (restroom foundation)																											
Hunt (signage)																											
Nuvis (landscape/irrigation)																											
<b>Subtotal - Subconsultant(s):</b>			<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>		<																		

## Cost/Price Form for Cost Plus Fixed Fee RFP

EXHIBIT B  
COST PROPOSALSub-Consultant Huitt-Zollars, Inc.Contract No. 20-1002388Date 10/22/2020

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
2 Person Survey Crew	Manny Flores / Kyle Decker	320	31.42	55.61	\$43.52	\$13,926.40
Survey Technician	Zach Boven	78	28.71	28.71	\$28.71	\$2,239.38
Project Manager	David Mackey	16	49.24	49.24	\$49.24	\$787.84
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00

## Labor Costs

a) Subtotal Direct Labor Costs \$ 16,953.62  
 b) Anticipated Salary Increases (see page 2 for sample) \$ (0.32)  
 c) **TOTAL DIRECT LABOR COSTS [(a)+(b)]** \$ 16,953.30

## Fringe Benefits

d) Fringe Benefits (Rate 60.870% %) e) **Total Fringe Benefits [(c) x (d)]** \$ 10,319.47

## Indirect Costs

f) Overhead (Rate       % %) g) Overhead [(c) x (f)] \$ -  
 h) General and Administrative (Rate 124.420% %) i) Gen & Admin [(c) x (h)] \$ 21,093.30  
 j) **Total Indirect Costs [(g)+(i)]** \$ 21,093.30

## Fixed Fee (Profit)

n) (Rate 8.00% %) k) **Fixed fee [(c) + (e) + (j)] x (n)** \$ 3,869.29

## Total Loaded Labor Costs

## Other Direct Costs (ODC)

l) Travel / Mileage Costs (supported by consultant actual costs)  
 m) Equipment Rental and Supplies (itemize)  
 n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.  
 o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)

\$  
\$  
\$  
\$

p) **Total Other Direct Costs [(l) + (m) + (n) + (o)]** \$ -  
 Total cost [(c) + (e) + (j) + (k) + (p)] \$ 52,235.36

## Notes:

- Employees subject to prevailing wage requirements to be marked with an \*.

Form 348-10-H Cost Proposal  
 Actual Cost- Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts  
**EXHIBIT B**  
**COST PROPOSAL**

Sub-Consultant Huitt-Zollars, Inc. Contract No. 20-1002388 Date 10/22/2020

**1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)**

Direct Labor <u>Subtotal</u> Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5year Contract Duration
\$ 16,953.62	/ 414	= \$ 40.95	Year 1 avg Hourly rate

**2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)**

Average hourly rate	Proposed Escalation				
Year 1 \$ 40.95	+ 3%	=	\$ 42.18	Year 2 Avg Hourly Rate	
Year 2 \$ 42.18	+ 3%	=	\$ 43.45	Year 3 Avg Hourly Rate	
Year 3 \$ 43.45	+ 3%	=	\$ 44.75	Year 4 Avg Hourly Rate	
Year 4 \$ 44.75	+ 3%	=	\$ 46.09	Year 5 Avg Hourly Rate	

**3. Calculate estimated hour per year (multiply estimate % each year by total hours)**

Estimated % Completed Each year	Total Hours Per Cost Proposal	Total Hours per Year	
Year 1 100.0%	* 414	= 414.0	Estimated Hours Year 1
Year 2 *	414	= 0.0	Estimated Hours Year 2
Year 3 *	414	= 0.0	Estimated Hours Year 3
Year 4 *	414	= 0.0	Estimated Hours Year 4
Year 5 *	414	= 0.0	Estimated Hours Year 5
Total 100.0%	Total	= 414	

**4. Calculate Total Costs including Escalation (multiply average hourly rate by the number hours)**

Avg Hourly Rate (Calculated above)	Estimated hours (Calculated above)	Cost Per Year	
Year 1 \$ 40.95	* 414.0	= \$ 16,953.30	Estimated Hours Year 1
Year 2 \$ 42.18	* 0.0	= \$ -	Estimated Hours Year 2
Year 3 \$ 43.45	* 0.0	= \$ -	Estimated Hours Year 3
Year 4 \$ 44.75	* 0.0	= \$ -	Estimated Hours Year 4
Year 5 \$ 46.09	* 0.0	= \$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =		\$ 16,953.30	
Direct Labor Subtotal before Escalation =		\$ 16,953.62	
Estimated Total of Direct Labor Salary Increase =		\$ (0.32)	Transferred to page 1

Notes:

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only. The actual allowable escalation is per Contract Section ????
- Estimated yearly percent completed from resource loaded schedule

## Cost/Price Form for Cost Plus Fixed Fee RFP

**EXHIBIT B**  
**COST PROPOSAL**

Sub-Consultant Twining

Contract No. 20-1002388

Date

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
Staff Engineer/Geologist	Doug Crayton, Adrian Moreno	21	33.63	46.19	\$39.91	\$838.11
Project Engineer/Geologist	Liangcai He	6	82.10	82.10	\$82.10	\$492.60
Principal Engineer/Geologist	Paul Soltis	5	90.32	90.32	\$90.32	\$451.60
		0			\$0.00	\$0.00

## Labor Costs

a) Subtotal Direct Labor Costs	\$ 1,782.31
b) Anticipated Salary Increases (see page 2 for sample)	\$ 0.09
<b>c) TOTAL DIRECT LABOR COSTS [(a)+(b)]</b>	<b>\$ 1,782.40</b>

## Fringe Benefits

d) Fringe Benefits (Rate 65.530% %) e) Total Fringe Benefits [(c)(d)] \$ 1,168.01

## Indirect Costs

f) Overhead (Rate <b>53.780% %</b> )	g) Overhead [(c x f)]	\$ <b>958.57</b>
h) General and Administrative (Rate <b>5.000% %</b> )	i) Gen & Admin [(c) x (h)]	\$ <b>89.12</b>
<b>j) Total Indirect Costs [(g)+(i)]</b>		\$ <b>1,047.69</b>

### Fixed Fee (Profit)

n)  $(Rate = 10.00\% \text{ )}$  k) **Fixed fee**  $[(c) + (e) + (j)] \times (n)$  :  $399.81$

### Total Loaded Labor Costs

### Other Direct Costs (ODC)

i) Travel/ Mileage Costs (supported by consultant actual costs)	\$ [REDACTED]
m) LABORATORY TESTING	\$ 2,253.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.	\$ [REDACTED]
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant	\$ 3,315.00

Notes

- Employees subject to prevailing wage requirements to be marked with an \*

Form 348-10-H Cost Proposal  
 Actual Cost- Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts  
**EXHIBIT B**  
**COST PROPOSAL**

Sub-Consultant Twining Contract No. 20-1002388 Date 1/0/1900

**1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)**

Direct Labor <u>Subtotal</u> Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5year Contract Duration
\$ 1,782.31 /	32	= \$ 55.70	Year 1 avg Hourly rate

**2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)**

Average hourly rate	Proposed Escalation				
Year 1 \$ 55.70 +	4%	=	\$ 57.65	Year 2 Avg Hourly Rate	
Year 2 \$ 57.65 +	0%	=	\$ 57.65	Year 3 Avg Hourly Rate	
Year 3 \$ 57.65 +	0%	=	\$ 57.65	Year 4 Avg Hourly Rate	
Year 4 \$ 57.65 +	0%	=	\$ 57.65	Year 5 Avg Hourly Rate	

**3. Calculate estimated hour per year (multiply estimate % each year by total hours)**

Estimated % Completed Each year	Total Hours Per Cost Proposal	Total Hours per Year	
Year 1 100.0% *	32	= 32.0	Estimated Hours Year 1
Year 2 0.0% *	32	= 0.0	Estimated Hours Year 2
Year 3 0.0% *	32	= 0.0	Estimated Hours Year 3
Year 4 0.0% *	32	= 0.0	Estimated Hours Year 4
Year 5 0.0% *	32	= 0.0	Estimated Hours Year 5
Total 100.0%	Total	= 32	

**4. Calculate Total Costs including Escalation (multiply average hourly rate by the number hours)**

Avg Hourly Rate (Calculated above)	Estimated hours (Calculated above)	Cost Per Year	
Year 1 \$ 55.70 *	32.0 =	\$ 1,782.40	Estimated Hours Year 1
Year 2 \$ 57.65 *	0.0 =	\$ -	Estimated Hours Year 2
Year 3 \$ 57.65 *	0.0 =	\$ -	Estimated Hours Year 3
Year 4 \$ 57.65 *	0.0 =	\$ -	Estimated Hours Year 4
Year 5 \$ 57.65 *	0.0 =	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =		\$ 1,782.40	
Direct Labor Subtotal before Escalation =		\$ 1,782.31	
Estimated Total of Direct Labor Salary Increase =		\$ 0.09	Transferred to page 1

Notes:

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only. The actual allowable escalation is per Contract Section ????
- Estimated yearly percent completed from resource loaded schedule

## Cost/Price Form for Cost Plus Fixed Fee RFP

EXHIBIT B  
COST PROPOSALSub-Consultant DSC EngineeringContract No. 20-1002388Date 10/21/2020

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Senior Engineer	Joe Dietz	44	50.00	50.00	\$50.00	\$2,200.00
Engineer 1	Jose Hernandez	71	24.00	24.00	\$24.00	\$1,704.00
Engineer 1	Kha Pham	29	38.00	38.00	\$38.00	\$1,102.00
Senior Engineer	Felix Yao	126	50.00	50.00	\$50.00	\$6,300.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00

## Labor Costs

a) Subtotal Direct Labor Costs \$ 11,306.00  
 b) Anticipated Salary Increases (see page 2 for sample) \$ (1.10)  
 c) **TOTAL DIRECT LABOR COSTS [(a)+(b)]** \$ 11,304.90

## Fringe Benefits

d) Fringe Benefits (Rate        %) e) **Total Fringe Benefits [(c) x (d)]** \$ -

## Indirect Costs

f) Overhead (Rate 110.0000 %) g) Overhead [(c) x (f)] \$ 12,435.39  
 h) General and Administrative (Rate        %) i) Gen & Admin [(c) x (h)] \$ -  
 j) **Total Indirect Costs [(g)+(i)]** \$ 12,435.39

## Fixed Fee (Profit)

n) (Rate 8.00% %) k) **Fixed fee [(c) + (e) + (j)] x (n)** \$ 1,899.22

## Total Loaded Labor Costs

**Total Loaded Labor Costs** \$ 25,639.51

## Other Direct Costs (ODC)

l) Travel / Mileage Costs (supported by consultant actual costs)  
 m) Equipment Rental and Supplies (itemize)  
 n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.  
 o) Subconsultant Costs (attach detailed cost proposal in same format as prime  
 consultant estimate for each subconsultant)

**p) Total Other Direct Costs [(l) + (m) + (n) + (o)]** \$ -  
**Total cost [(c) + (e) + (j) + (k) + (p)]** \$ 25,639.51

## Notes:

- Employees subject to prevailing wage requirements to be marked with an \*.

Form 348-10-H Cost Proposal  
 Actual Cost- Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts  
**EXHIBIT B**  
**COST PROPOSAL**

Sub-Consultant DSC Engineering Contract No. 20-1002388 Date 10/21/2020

**1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)**

Direct Labor <u>Subtotal</u> Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5year Contract Duration
\$ 11,306.00	/ 270	= \$ 41.87	Year 1 avg Hourly rate

**2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)**

Average hourly rate	Proposed Escalation	=	\$ 41.87	Year 2 Avg Hourly Rate
Year 1 \$ 41.87 +		=	\$ 41.87	Year 3 Avg Hourly Rate
Year 2 \$ 41.87 +		=	\$ 41.87	Year 4 Avg Hourly Rate
Year 3 \$ 41.87 +		=	\$ 41.87	Year 5 Avg Hourly Rate
Year 4 \$ 41.87 +		=	\$ 41.87	Year 5 Avg Hourly Rate

**3. Calculate estimated hour per year (multiply estimate % each year by total hours)**

Estimated % Completed Each year	Total Hours Per Cost Proposal	Total Hours per Year	
Year 1 100.0%	* 270	= 270.0	Estimated Hours Year 1
Year 2 *	270	= 0.0	Estimated Hours Year 2
Year 3 *	270	= 0.0	Estimated Hours Year 3
Year 4 *	270	= 0.0	Estimated Hours Year 4
Year 5 *	270	= 0.0	Estimated Hours Year 5
Total 100.0%	Total	= 270	

**4. Calculate Total Costs including Escalation (multiply average hourly rate by the number hours)**

Avg Hourly Rate (Calculated above)	Estimated hours (Calculated above)	Cost Per Year	
Year 1 \$ 41.87 *	270.0 =	\$ 11,304.90	Estimated Hours Year 1
Year 2 \$ 41.87 *	0.0 =	\$ -	Estimated Hours Year 2
Year 3 \$ 41.87 *	0.0 =	\$ -	Estimated Hours Year 3
Year 4 \$ 41.87 *	0.0 =	\$ -	Estimated Hours Year 4
Year 5 \$ 41.87 *	0.0 =	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =		\$ 11,304.90	
Direct Labor Subtotal before Escalation =		\$ 11,306.00	
Estimated Total of Direct Labor Salary Increase =		\$ (1.10)	Transferred to page 1

Notes:

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only. The actual allowable escalation is per Contract Section ????
- Estimated yearly percent completed from resource loaded schedule

## Cost/Price Form for Cost Plus Fixed Fee RFP

EXHIBIT B  
COST PROPOSALSub-Consultant Hunt DesignContract No. 20-1002388Date 10/22/2020

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Principal/Project Manager	John Temple	20	66.15	66.15	\$66.15	\$1,323.00
Designer	Emily Morishita	30	51.93	51.93	\$51.93	\$1,557.90
Technical Drafting	Dennis Lee	30	38.25	38.25	\$38.25	\$1,147.50
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00

## Labor Costs

a) Subtotal Direct Labor Costs \$4,028.40  
 b) Anticipated Salary Increases (see page 2 for sample) 0.40  
 c) **TOTAL DIRECT LABOR COSTS [(a)+(b)]** \$4,028.80

## Fringe Benefits

d) Fringe Benefits (Rate 8.000% %) e) **Total Fringe Benefits [(c) x (d)]** \$322.30

## Indirect Costs

f) Overhead (Rate 100.000% %) g) Overhead [(c) x (f)] \$4,028.80  
 h) General and Administrative (Rate 0.000% %) i) Gen & Admin [(c) x (h)] \$ -  
 j) **Total Indirect Costs [(g)+(i)]** \$4,028.80

## Fixed Fee (Profit)

n) (Rate 8.00% %) k) **Fixed fee [(c) + (e) + (j)] x (n)** \$670.39

## Total Loaded Labor Costs

**Total Loaded Labor Costs** \$9,050.29

## Other Direct Costs (ODC)

l) Travel / Mileage Costs (supported by consultant actual costs) \$350.00  
 m) Equipment Rental and Supplies (itemize) \$100.00  
 n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc. \$ -  
 o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant) \$ -  
 p) **Total Other Direct Costs [(l) + (m) + (n) + (o)]** \$450.00  
 Total cost [(c) + (e) + (j) + (k) + (p)] \$9,500.29

## Notes:

- Employees subject to prevailing wage requirements to be marked with an \*.

Form 348-10-H Cost Proposal  
 Actual Cost- Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts  
**EXHIBIT B**  
**COST PROPOSAL**

Sub-Consultant Hunt Design Contract No. 20-1002388 Date 10/22/2020

**1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)**

Direct Labor <u>Subtotal</u> Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	Year Contract Duration
\$ 4,028.40	/ 80	= \$ 50.36	Year 1 avg Hourly rate

**2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)**

Average hourly rate	Proposed Escalation	=	\$ 50.36	Year 2 Avg Hourly Rate
Year 1 \$ 50.36 +		=	\$ 50.36	Year 3 Avg Hourly Rate
Year 2 \$ 50.36 +		=	\$ 50.36	Year 4 Avg Hourly Rate
Year 3 \$ 50.36 +		=	\$ 50.36	Year 5 Avg Hourly Rate
Year 4 \$ 50.36 +		=	\$ 50.36	

**3. Calculate estimated hour per year (multiply estimate % each year by total hours)**

Estimated % Completed Each year	Total Hours Per Cost Proposal	Total Hours per Year	
Year 1 100.0% *	80	= 80.0	Estimated Hours Year 1
Year 2 *	80	= 0.0	Estimated Hours Year 2
Year 3 *	80	= 0.0	Estimated Hours Year 3
Year 4 *	80	= 0.0	Estimated Hours Year 4
Year 5 *	80	= 0.0	Estimated Hours Year 5
Total 100.0%	Total	= 80	

**4. Calculate Total Costs including Escalation (multiply average hourly rate by the number hours)**

Avg Hourly Rate (Calculated above)	Estimated hours (Calculated above)	Cost Per Year	
Year 1 \$ 50.36 *	80.0 =	\$ 4,028.80	Estimated Hours Year 1
Year 2 \$ 50.36 *	0.0 =	\$ -	Estimated Hours Year 2
Year 3 \$ 50.36 *	0.0 =	\$ -	Estimated Hours Year 3
Year 4 \$ 50.36 *	0.0 =	\$ -	Estimated Hours Year 4
Year 5 \$ 50.36 *	0.0 =	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =		\$ 4,028.80	
Direct Labor Subtotal before Escalation =		\$ 4,028.40	
Estimated Total of Direct Labor Salary Increase =		\$ 0.40	Transferred to page 1

Notes:

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only. The actual allowable escalation is per Contract Section ????
- Estimated yearly percent completed from resource loaded schedule

## Cost/Price Form for Cost Plus Fixed Fee RFP

EXHIBIT B  
COST PROPOSALSub-Consultant PacRim Engineering IncContract No. 20-1002388Date 10/22/2020

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Structural Lead	Stuart Gu	25	73.29		\$73.29	\$1,832.25
Structural QAQC Manager	Gilbert Guevara	6	60.10		\$60.10	\$360.60
Structural Design Engineer	Andrew Truong	68	31.01		\$31.01	\$2,108.68
Structural Sr CAD Drafter	Eli Karam	74	33.82		\$33.82	\$2,502.68
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00

## Labor Costs

a) Subtotal Direct Labor Costs \$ 6,804.21  
 b) Anticipated Salary Increases (see page 2 for sample) \$ (0.12)  
 c) **TOTAL DIRECT LABOR COSTS [(a)+(b)]** \$ 6,804.09

## Fringe Benefits

d) Fringe Benefits (Rate       %) e) Total Fringe Benefits [(c)x(d)] \$ -

## Indirect Costs

f) Overhead (Rate 177.580% %) g) Overhead [(c)x (f)] \$ 12,082.70  
 h) General and Administrative (Rate       %) i) Gen & Admin [(c) x (h)] \$ -  
 j) **Total Indirect Costs [(g)+(i)]** \$ 12,082.70

## Fixed Fee (Profit)

n) (Rate 8.00% %) k) Fixed fee [(c) + (e) + (j)] x (n) \$ 1,510.94

## Total Loaded Labor Costs

\$ 20,397.73

## Other Direct Costs (ODC)

l) Travel / Mileage Costs (supported by consultant actual costs) \$ 57.50  
 m) Equipment Rental and Supplies (itemize) \$ -  
 n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.) \$ 50.00  
 o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant) \$ -  
 p) **Total Other Direct Costs [(l) + (m) + (n) + (o)]** \$ 107.50  
 Total cost [(c) + (e) + (j) + (k) + (p)] \$ 20,505.23

## Notes:

- Employees subject to prevailing wage requirements to be marked with an \*.

Form 348-10-H Cost Proposal  
 Actual Cost- Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts  
**EXHIBIT B**  
**COST PROPOSAL**

Sub-Consultant PacRim Engineering Inc Contract No. 20-1002388 Date 10/22/2020

**1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)**

Direct Labor <u>Subtotal</u> Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5year Contract Duration
\$ 6,804.21 /	173	= \$ 39.33	Year 1 avg Hourly rate

**2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)**

Average hourly rate	Proposed Escalation				
Year 1 \$ 39.33 +	0%	=	\$ 39.33	Year 2 Avg Hourly Rate	
Year 2 \$ 39.33 +		=	\$ 39.33	Year 3 Avg Hourly Rate	
Year 3 \$ 39.33 +		=	\$ 39.33	Year 4 Avg Hourly Rate	
Year 4 \$ 39.33 +		=	\$ 39.33	Year 5 Avg Hourly Rate	

**3. Calculate estimated hour per year (multiply estimate % each year by total hours)**

Estimated % Completed Each year	Total Hours Per Cost Proposal	Total Hours per Year	
Year 1 100.0%	173	= 173.0	Estimated Hours Year 1
Year 2 *	173	= 0.0	Estimated Hours Year 2
Year 3 *	173	= 0.0	Estimated Hours Year 3
Year 4 *	173	= 0.0	Estimated Hours Year 4
Year 5 *	173	= 0.0	Estimated Hours Year 5
Total 100.0%	Total	= 173	

**4. Calculate Total Costs including Escalation (multiply average hourly rate by the number hours)**

Avg Hourly Rate (Calculated above)	Estimated hours (Calculated above)	Cost Per Year	
Year 1 \$ 39.33 *	173.0 =	\$ 6,804.09	Estimated Hours Year 1
Year 2 \$ 39.33 *	0.0 =	\$ -	Estimated Hours Year 2
Year 3 \$ 39.33 *	0.0 =	\$ -	Estimated Hours Year 3
Year 4 \$ 39.33 *	0.0 =	\$ -	Estimated Hours Year 4
Year 5 \$ 39.33 *	0.0 =	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =		\$ 6,804.09	
Direct Labor Subtotal before Escalation =		\$ 6,804.21	
Estimated Total of Direct Labor Salary Increase =		\$ (0.12)	Transferred to page 1

Notes:

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only. The actual allowable escalation is per Contract Section ????
- Estimated yearly percent completed from resource loaded schedule

## Cost/Price Form for Cost Plus Fixed Fee RFP

EXHIBIT B  
COST PROPOSALSub-Consultant NUVISContract No. 20-1002388Date 10/21/2020

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Corporate Principal	Robert W. Stone, PLA, ASLA	2	58.01	58.01	\$58.01	\$116.02
Principal	Tomas Munoz, PLA	25	50.17	50.17	\$50.17	\$1,254.25
Sr. Associate	Jimmy Ogata	36	45.47	45.47	\$45.47	\$1,636.92
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00

## Labor Costs

a) Subtotal Direct Labor Costs \$ 3,007.19  
 b) Anticipated Salary Increases (see page 2 for sample) \$ (0.20)  
 c) **TOTAL DIRECT LABOR COSTS [(a)+(b)]** \$ 3,006.99

## Fringe Benefits

d) Fringe Benefits (Rate 35.490% %) e) **Total Fringe Benefits [(c) x (d)]** \$ 1,067.18

## Indirect Costs

f) Overhead (Rate 24.800% %) g) Overhead [(c) x (f)] \$ 745.73  
 h) General and Administrative (Rate 138.770% %) i) Gen & Admin [(c) x (h)] \$ 4,172.80  
 j) **Total Indirect Costs [(g)+(i)]** \$ 4,918.53

## Fixed Fee (Profit)

n) (Rate 10.00% %) k) **Fixed fee [(c) + (e) + (j)] x (n)** \$ 899.27

## Total Loaded Labor Costs

**Total Loaded Labor Costs** \$ 9,891.97

## Other Direct Costs (ODC)

l) Travel / Mileage Costs (supported by consultant actual costs) \$ 108.03  
 m) Equipment Rental and Supplies (itemize) \$  
 n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.) \$  
 o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant) \$  
 p) **Total Other Direct Costs [(l) + (m) + (n) + (o)]** \$ 108.03  
 Total cost [(c) + (e) + (j) + (k) + (p)] \$ 10,000.00

## Notes:

- Employees subject to prevailing wage requirements to be marked with an \*.

Form 348-10-H Cost Proposal  
 Actual Cost- Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts  
**EXHIBIT B**  
**COST PROPOSAL**

Sub-Consultant NUVIS Contract No. 20-1002388 Date 10/21/2020

**1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)**

Direct Labor <u>Subtotal</u> Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5year Contract Duration
\$ 3,007.19 /	63	= \$ 47.73	Year 1 avg Hourly rate

**2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)**

Average hourly rate	Proposed Escalation				
Year 1 \$ 47.73 +	3%	=	\$ 49.16	Year 2 Avg Hourly Rate	
Year 2 \$ 49.16 +	3%	=	\$ 50.63	Year 3 Avg Hourly Rate	
Year 3 \$ 50.63 +	3%	=	\$ 52.15	Year 4 Avg Hourly Rate	
Year 4 \$ 52.15 +	3%	=	\$ 53.71	Year 5 Avg Hourly Rate	

**3. Calculate estimated hour per year (multiply estimate % each year by total hours)**

Estimated % Completed Each year	Total Hours Per Cost Proposal	Total Hours per Year	
Year 1 100.0%	*	63	= 63.0 Estimated Hours Year 1
Year 2 *	*	63	= 0.0 Estimated Hours Year 2
Year 3 *	*	63	= 0.0 Estimated Hours Year 3
Year 4 *	*	63	= 0.0 Estimated Hours Year 4
Year 5 *	*	63	= 0.0 Estimated Hours Year 5
Total 100.0%	Total	=	63

**4. Calculate Total Costs including Escalation (multiply average hourly rate by the number hours)**

Avg Hourly Rate (Calculated above)	Estimated hours (Calculated above)	Cost Per Year	
Year 1 \$ 47.73 *	63.0 =	\$ 3,006.99	Estimated Hours Year 1
Year 2 \$ 49.16 *	0.0 =	\$ -	Estimated Hours Year 2
Year 3 \$ 50.63 *	0.0 =	\$ -	Estimated Hours Year 3
Year 4 \$ 52.15 *	0.0 =	\$ -	Estimated Hours Year 4
Year 5 \$ 53.71 *	0.0 =	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =		\$ 3,006.99	
Direct Labor Subtotal before Escalation =		\$ 3,007.19	
Estimated Total of Direct Labor Salary Increase =		\$ (0.20)	Transferred to page 1

Notes:

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only. The actual allowable escalation is per Contract Section ????
- Estimated yearly percent completed from resource loaded schedule

## ***Minute Action***

### AGENDA ITEM: 6

***Date:*** *November 12, 2020*

***Subject:***

Interstate 10 and Interstate 15 Express Lanes Program Consultant Support

***Recommendation:***

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

- A. Approve Amendment No. 1 to Contract No. 16-1001355 with CDM Smith for the Interstate 10 (I-10) and Interstate 15 (I-15) Corridor Project Investment Grade Traffic and Revenue Study Services in the amount of \$983,567, for a new not-to-exceed amount of \$3,007,838, extend the contract through December 31, 2025, and waive the five-year maximum term defined in Contracting and Procurement Policy No. 11000.
- B. Approve Amendment No. 1 to Contract No. 16-1001369 with Ernst & Young Infrastructure Advisors, LLC for Financial Advisor Services for the I-10 and I-15 Corridor Projects, to extend the contract through December 31, 2023 and waive the five-year maximum term defined in Contracting and Procurement Policy No. 11000.
- C. Approve the release of Request for Proposals No. 21-1002490 for an On-Call Tolling Advisory Service Consultant for the San Bernardino County Transportation Authority Express Lane Program.

***Background:***

In September 2015 and January 2016, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved contracts with CDM Smith and Ernst & Young Infrastructure Advisors, LLC (EYIA) to provide a Traffic and Revenue (T&R) study and financial advisor services, respectively, for the Interstate 10 (I-10) and Interstate 15 (I-15) Corridor Projects. These Express Lanes consultant support contracts were critical to the evaluation of the viability of express lane alternatives on I-10 and I-15, and ultimately supported financial close of the \$225 million Transportation Infrastructure Finance and Innovation Act (TIFIA) loan for the I-10 Corridor Contract 1 Project now under construction. CDM Smith developed T&R models for both the I-15 Corridor Project and remainder of the I-10 Corridor Project, including analysis of various scenarios to assist SBCTA in developing logical termini and construction sequencing.

The initial scope for the Express Lanes consultant contracts contained an expiration date of December 31, 2020, as staff did not presume viability of the express lane alternatives. Extending the contracts will enable the teams who developed financial and traffic modeling and studies for SBCTA's express lane corridors to continue to use their specific work products to provide, on an as needed basis, the technical support and updated models for the I-10 Corridor Contract 1 Project, while providing updated T&R models on I-15 and the remainder of I-10, to assist SBCTA in planning future Express Lanes projects on these corridors. Extending these contracts also eliminated the time necessary for procurement of these services and the added costs of creating new T&R and financial models.

***Entity:*** *San Bernardino County Transportation Authority*

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These recommended contract amendments meet the requirements listed under SBCTA Procurement Policy No. 11000 Section V.C.3 – Amendments for Professional Services contracts. Both CDM Smith and EYIA have demonstrated their qualifications and competence in supporting the I-10 and I-15 Project, as required by Section V.C.3(c). The firms were instrumental in helping SBCTA secure a \$225 million TIFIA loan for the I-10 Corridor Contract 1 Project, and the specific knowledge about the data and assumptions used on their modeling efforts, along with their expertise related to their specific field and their experience on I-10 and I-15 Corridors, makes them preeminently positioned to perform the work on on-going and upcoming phases of the corridors as described in Section V.C.3(d).

**Recommendation A**

CDM Smith developed, calibrated and validated transportation analysis models based on specific demographic, financial, mode choice and network assumptions as part of their T&R efforts. CDM Smith utilized this information to develop both the initial and final Investment Grade T&R studies for the I-10 Corridor Contract 1, which initially determined the express lane alternatives to be viable and ultimately was incorporated into the SBCTA creditworthiness package submitted to the United States Department of Transportation (USDOT) for a \$225 million TIFIA loan executed on April 26, 2019.

Extending the contract expiration date through 2025, and providing the corresponding additional budget, will enable CDM Smith staff to provide updates to the T&R models to support the initial two “ramp-up” operational years and the opening of the SB Express Lanes on I-10 Corridor Contract 1 in 2023. Since CDM Smith is intimately familiar with the various traffic models and revenue model assumption modifications required by TIFIA, it will be important to be able to consult with CDM Smith staff for analysis of their T&R models and resolution of any issues that may arise when opening the new facility for operations. Maintaining CDM Smith in this capacity is most efficient as it enables updates and refinements to their T&R model and provides accountability for their work product.

The original contract included initial Investment Grades analyses for the I-15 Corridor Project that was approved in December 2018, which includes the I-15 Corridor Contract 1 and I-15 Corridor Contract 2, as well as the remainder of the I-10 Corridor Project known as the I-10 Corridor Contract 2. The budget for additional updates including any required final Investment Grade analysis was not included in the original contract, as it was unknown whether the Express Lane Projects would become the Preferred Alternatives and it was recognized that the development of these deliverables would occur beyond the original contract duration. The proposed scope and budget will support continued T&R forecast analyses and updates for the I-15 Corridor Contract 1, I-15 Corridor Contract 2 and I-10 Corridor Contract 2 Projects to assist in further planning projects on those respective corridors. The updated forecasts will be timed to reflect actual traffic data from the opening of the Riverside County Transportation Commission (RCTC) 15 Express Lanes in early 2021, and the SB Express Lanes on I-10 in mid-2023. The budget amount does not include support of a toll revenue-backed financing, as the scope, timing and funding of the future projects and any potential toll revenue-backed financing is not known at this time and likely beyond the proposed contract duration. Should either the I-15 Corridor Contract 1 or I-10 Corridor Contract 2 Projects require toll revenue-backed financing including pursuit of a TIFIA loan, staff would bring the corresponding agenda to the Board for consideration.

**Recommendation B**

EYIA developed the financial model and overall financial plan for the I-10 Corridor Contract 1 TIFIA loan, assisted in the negotiations with the USDOT related to the financial structure contained within the TIFIA loan agreement, which closed in April 2019. Presently staff is working to “reset” the interest rate on the TIFIA loan as authorized by the Board in October 2020. All financial modeling submittals are being prepared in-house utilizing the EYIA financial work product for the I-10. Occasionally, staff may have questions about the model and may need to consult with EYIA regarding the financial model developed for the I-10 Corridor Contract 1. Extending the contract expiration date through 2023, will enable SBCTA to draw upon the specific knowledge possessed by EYIA on an as-needed basis. Staff recommends extending the contract time and utilizing remaining budget under the contract to provide support to staff on an as-needed basis.

**Recommendation C**

In March 2019, SBCTA began the design-build of the I-10 Corridor Contract 1 Project. The Project and Construction Management (PCM) consultant team for the project includes toll experts that support tolling development and implementation for the I-10 Corridor Contract 1. Once the I-10 Corridor Contract 1 Project transitions from implementation to operations in mid-2023, the support of the PCM curtails leaving staff without consultant support for Express Lanes operations. Meanwhile, for the I-15, SBCTA will begin design of the I-15 Corridor Contract 1 Project in December 2020, with a different firm who has a different toll advisor. As SBCTA expands its Express Lane system, there is a need for consistent, comprehensive and long-term tolling advisory consultant services for the overall Express Lane Program until such services are brought in-house. Additionally, the tolling service advisory consultant will provide staff with access to a wide variety of toll subject matter experts who will advise staff with the needs identified in the scope of work. Staff assessed needs and determined that the best approach is to issue a Request for Proposals (RFP) for an on-call tolling service consultant support contract. Staff developed a scope of work which includes task categories based on a review of SBCTA Express Lane Program needs. Staff requests approval to release RPF No. 21-1002490 for On-Call Tolling Advisory Service Consultant for the SBCTA Express Lane Program.

***Financial Impact:***

This item is consistent with the Fiscal Year 2020/2021 Budget under Task No. 0820 Freeway Projects, Sub-Task Nos. 0823 I-10 Corridor Contract 1 Project and 0831 I-15 Corridor Contract 1 Project.

***Reviewed By:***

This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item, the draft amendments, and the RFP.

***Responsible Staff:***

Philip Chu, Toll Operations Administrator

## Board of Directors Metro Valley Study Session Agenda Item

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San Bernardino County Transportation Authority

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Approved  
Board of Directors Metro Valley Study Session  
Date: November 12, 2020

Witnessed By:

## Contract Summary Sheet

6.a

## General Contract Information

Contract No: 16-1001355 Amendment No.: 1

Contract Class: Payable Department: Project Delivery

Vendor No.: 02415 Vendor Name: CDM Smith

Description: I-10 and I-15 Corridor Investment Grade Traffic and Revenue Services

List Any Related Contract Nos.: \_\_\_\_\_

Dollar Amount					
Original Contract	\$ 1,974,271.00	Original Contingency	\$ 200,000.00		
Prior Amendments	\$ 50,000.00	Prior Amendments	\$ (50,000.00)		
Current Amendment	\$ 983,567.00	Current Amendment	\$ -		
<b>Total/Revised Contract Value</b>	<b>\$ 3,007,838.00</b>	<b>Total Contingency Value</b>	<b>\$ 150,000.00</b>		
<b>Total Dollar Authority (Contract Value and Contingency)</b>				<b>\$ 3,157,838.00</b>	

## Contract Authorization

Board of Directors Date: 12/02/2020 Committee Item # \_\_\_\_\_

## Contract Management (Internal Purposes Only)

Other Contracts Sole Source? N/A No Budget Adjustment

Local

Environmental Design

## Accounts Payable

Estimated Start Date: 09/11/2015 Expiration Date: 12/31/2020 Revised Expiration Date: 12/31/2025

NHS: N/A QMP/QAP: N/A Prevailing Wage: NO

Total Contract Funding: Total Contingency:

Sub-Fund	Prog	Task	Task	Object	Revenue	PA Level	Revenue Code	Name	\$	3,007,838.00	\$	150,000.00
GL:	4110	40	0820	0850	52005	41100000	610	MSI		2,024,271.00		150,000.00
GL:	4110	40	0820	0831	52005	41100000	610	MSI		295,879.00		-
GL:	4110	40	0820	0821	52005	41100000	610	MSI		191,859.00		-
GL:	4110	40	0820	0832	52005	41100000	610	MSI		75,126.00		-
GL:	4110	40	0820	0823	52005	41100000	610	MSI		420,703.00		-
GL:												
GL:												
GL:												
GL:												
GL:												

Philip Chu

Paula Beauchamp

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes: Contingency of \$50,000 was released previously, resulting in the revised Contract Value as shown above.

## **AMENDMENT NO. 1 TO CONTRACT NO. 16-1001355**

### **FOR**

### **I-10 AND I-15 CORRIDOR PROJECT INVESTMENT GRADE TRAFFIC AND REVENUE SERVICES**

**CDM Smith Inc.**

This AMENDMENT No. 1 to Contract No. 16-1001355 is made by and between CDM Smith Inc. and the San Bernardino County Transportation Authority ("SANBAG" or "SBCTA"). CONSULTANT and SBCTA are each a "Party" and collectively "Parties".

### **RECITALS**

- A. SBCTA, under Contract No. 16-1001355, engaged the services of CONSULTANT to provide I-10 and I-15 Corridor Investment Grade Traffic and Revenue Services ("Contract") to determine viability for express lane alternatives on the I-10 and I-15 projects, including support of the Transportation Infrastructure Finance and Innovation Act (TIFIA) financing for I-10 Corridor Contract 1; and
- B. SBCTA previously released Contingency of \$50,000.00 resulting in Revised Contract Value of \$2,024,271.00;
- C. The Parties desire to amend the Contract to continue T&R support for the I-10 Corridor Contract 1 project, provide additional T&R services for the I-15 Corridor Contract 1 and 2 and I-10 Contract 2 projects, extend the term of service through December 31, 2025, and to increase the Contract price by \$983,567 for a new Contract value of \$3,007,838.00.

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

1. ARTICLE 1. INTRODUCTION subarticle 1.7 is revised in its entirety to read as follows:  
"The SBCTA Project Manager for this Contract is Paula Beauchamp or her designee. The Project Manager is authorized to take all actions and exercise all rights on behalf of SBCTA contemplated in this Contract except amending this Contract and/or as otherwise specifically set forth elsewhere in this Contract."
2. ARTICLE 4. PERFORMANCE PERIOD subarticle 4.1 is revised in its entirety to read as follows:

"This Contract shall go into effect on September 2, 2015, contingent upon approval by SBCTA's Awarding Authority, and CONSULTANT shall commence work after written notification to proceed by SBCTA's Procurement Analyst. However, CONSULTANT shall not commence any work for services covered by the supplemental Scope of Work included in Exhibit A-1 until SBCTA's Procurement Analyst issues a separate Notice to Proceed related to such supplemental services. The Contract shall end on December 31, 2025, unless extended by written amendment."

3. ARTICLE 5. ALLOWABLE COSTS AND PAYMENTS subarticle 5.1 is revised in its entirety to read as follows:

“Total compensation to CONSULTANT for full and complete performance of the Scope of Work in compliance with all the terms and conditions of this Contract shall be on a Specified Rate of Compensation basis for all obligations incurred in, or application to, Consultant’s performance of Services and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and services (except as may be explicitly set forth in this Contract as furnished by SBCTA), and shall not exceed \$3,007,838, unless authorized by a written contract amendment. CONSULTANT is paid at an agreed and supported specific fixed hourly, daily, weekly or monthly rate, for each class of employee engaged directly in the Work. Such rates of pay include CONSULTANT’s estimated costs and net fee (profit). The specific rates of compensation, except for an individual acting as a sole proprietor, are to include hourly breakdown, direct salary costs, fringe benefits, indirect costs, and net fee as set forth in Exhibit B and Exhibit B-1, which are incorporated in and made part of this Contract.”

4. All references in the Contract to Work and Scope of Work shall mean the SCOPE OF WORK described in EXHIBIT A to the Contract and EXHIBIT A-1 SCOPE OF WORK attached to and incorporated into this Amendment No. 1.
5. All references in the Contract to allowable costs and payments and Approved Cost Proposal shall refer to the Approved Cost Proposal in EXHIBIT B to the Contract, and EXHIBIT B-1 Approved Cost Proposal attached to and incorporated into this Amendment No. 1, except that the Approved Cost Proposal set forth in Exhibit B-1 shall apply to the Work and Scope of Work set forth in Exhibit A-1.
6. The Recitals set forth above are incorporated herein by this reference.
7. Except as amended by this Amendment No. 1, all other provisions of the Contract shall remain in full force and effect and are incorporated herein by this reference.
8. This Amendment No. 1 is effective upon execution by SBCTA.

-----SIGNATURES ARE ON THE FOLLOWING PAGE-----

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 below.

**CDM SMITH INC.**

By: \_\_\_\_\_

Dana C. Hook  
Vice President

Date: \_\_\_\_\_

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_

Frank J. Navarro  
Board President

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

By: \_\_\_\_\_

Juanda Lowder Daniel  
Assistant General Counsel

Date: \_\_\_\_\_

**CONCURRENCE**

By: \_\_\_\_\_

Jeffery Hill  
Procurement Manager

Date: \_\_\_\_\_

## EXHIBIT A-1 – SCOPE OF WORK

DRAFT

## Work Scope

The following tasks comprise the anticipated general work scope for this amendment, which provides for updated traffic and revenue analyses for the I-10 and I-15 Corridor Projects identified in the original scope of work . For budgeting purposes, each task addresses different phases of I-10 and I-15 as currently defined by SBCTA, and order-of-magnitude budgets have been prepared at this time based on assumed year of execution for each subtask. The project segments for this contract amendment have been defined as follow:

- Task 1: I-10 Corridor Contract 1
- Task 2: I-15 Corridor Project 1
- Task 3: I-10 Corridor Contract 2
- Task 4: I-15 Corridor Project 2
- Task 5: Project Management

### Task 1: I-10 Corridor Contract 1

#### Subtask 1.1: Coordination with Toll System Provider (Ongoing)

The I-10 Contract 1 segment is currently under construction; the project is scheduled to open in 2023. For the next several years, we anticipate the need to coordinate with the toll system provider as the toll algorithms are developed and refined to confirm consistency with the original Traffic and Revenue model. We have budgeted 20 hours for this subtask, which will be performed only as requested by SBCTA.

#### Subtask 1.2: Updated Traffic and Revenue Before Opening (end of 2022-early 2023)

The following sections of the TIFIA agreement call for input from a traffic and revenue consultant:

- Section 22 (a)(iv)(D and F) – Annual updated revenue and traffic projections, i.e. Projected Annual Revenue
- Section 23 (b)(ii) – Quarterly Traffic and Operating Report – Should come from TSP report; may request review by CDM Smith
- Section 16 (l) – Required to engage T&R consultant should revenue not meet defined coverage ratios
- Section 17 (n and o) – Engage T&R consultant to justify any changes in tolling policy, or demonstrate impact of additional EL projects

Subtask 1.2 encompasses providing updated traffic and revenue forecasts for the I-10 Contract 1 project immediately prior to project opening. Specific assumptions that will be reviewed and incorporated into an update of the Base Case traffic and revenue forecast prior to project opening include:

- Current traffic conditions prior to project opening

- Near-term and long-term traffic growth forecasts to reflect the impact of COVID-19 (and associated stay-at-home policies) on regional traffic patterns and longer term traffic trends
- Changes in regional transportation policy or SBCTA toll policy that would impact forecasted traffic and toll revenue on I-10 express lanes that may be adopted between now and the opening of the project
- Changes in highway network assumptions, such as those related to potential express lanes on I-10 in Los Angeles County

From this base case forecast, CDM Smith will develop a monthly traffic and revenue forecast for SBCTA for input to its annual budgeting process.

It is assumed that this initial update will rely on available traffic data from Caltrans' PeMS stations, and any corridor traffic and speed data collected by SBCTA. Updated socioeconomic growth forecasts from the Southern California Association of Governments (SCAG), Caltrans, and other commercially available sources such as Woods & Poole and Moody's will be reviewed and compared against the assumptions from the inputs used for the 2019 Traffic and Revenue Study to identify adjustments that could be applied to the models to reflect the recent changes to assumptions. The goal of this initial update is primarily to provide SBCTA with an initial opening year estimate for annual budgeting purposes. A more detailed update of traffic and revenue estimates will be performed in the next subtask, after the project opens.

### **Subtask 1.3: Update Traffic and Revenue Projections After Project Opening (2023-2024)**

After the opening of I-10 Contract 1, CDM Smith will assist SBCTA in monitoring daily, weekly, and monthly traffic; toll rates; toll revenue; and travel speed/time data from the tolled and general purpose lanes on I-10 and work with SBCTA to identify changes in the toll algorithm or toll policy that may be needed to meet operating goals. SBCTA will provide actual traffic, toll rate, revenue, and speed data from the toll system in a format that will require minimal additional processing.

Following 9-12 months of actual operation, CDM Smith will conduct an updated traffic and revenue forecast for I-10 Contract 1. In addition to data from the toll system, the budget assumes new traffic counts data will be gathered at 3 freeway and 12 arterial locations and peak period travel time runs via floating car technique will be conducted along I-10 to assess changes in bottleneck locations/behavior after project opening. If SBCTA will be conducting additional data collection to support other studies (e.g., before/after impact analysis), CDM Smith will coordinate with SBCTA and its consultants to avoid duplication of these data collection efforts.

CDM Smith will engage Economic & Planning Systems (EPS), the independent economics subconsultant who performed a similar role in the 2019 Traffic and Revenue Study, to review the latest SCAG regional forecasts; local Inland Empire development patterns and growth trends; and review updated general and specific land use development plans. EPS will develop an updated forecast of growth in population, households, and employment for the region. As with previous studies, it is assumed that the CDM Smith team will provide updated model inputs to SBCTA and SBCTA will run the SBTAM regional travel demand model to generate updated trip tables.

Using the information generated above, CDM Smith will update and recalibrate the I-10 corridor model and produce updated annual traffic and revenue projections for a 10-year period.

### **Subtask 1.4: Develop Annual Traffic and Revenue Projections (2024-2025)**

CDM Smith will assist SBCTA in annual reporting and updating of traffic and revenue forecasts for I-10 Contract 1 using actual operating performance data. This task will be initiated on an as-requested basis for two years following initial project opening.

## **Task 2: I-15 Corridor Project 1**

### **Subtask 2.1: Updated Traffic and Revenue Forecasts for New Project Limits (2021)**

CDM Smith has been conducting traffic and revenue analysis of multiple project configuration options for I-15 for SBCTA in recent months, including providing observations about operating conditions at project termini. In this subtask, we will continue to provide similar level of support as the project moves through the design phase in 2021. Ongoing discussions with the Riverside County Transportation Commission (RCTC) may result in changes to toll policy assumptions for I-15, which may also be tested within the scenarios budgeted. A total of six alternative scenarios are assumed to be tested using the current model developed for I-15.

Depending on the timing of the need for these scenarios vs. the opening of the RCTC I-15 Express Lanes, a model update has not been budgeted for the scenario testing in this task. If the impacts from opening the RCTC I-15 Express Lanes have stabilized by the time of this work, manual adjustments to the model will be made to reflect changes in traffic volumes/peaking patterns. A more detailed update of the I-15 corridor model is assumed in the budget for Subtask 2.2.

### **Subtask 2.2: Updated Traffic and Revenue Forecasts for New Project Limits (2021-2024)**

A more detailed update of traffic and revenue on I-15 will be conducted sometime between 2021 and 2024. This update will reflect new traffic counts and updated travel time/speed data collection to investigate changes in congestion peaking patterns on I-15 after the initial ramp-up period for the RCTC project; refinement of user's willingness to pay to reflect observed usage of RCTC's I-15 project; updated socio-economic growth forecasts; changes in highway improvement assumptions; and changes in regional HOV and toll policy.

A new base case forecast will be developed for I-15 Project, and up to five sensitivity tests on changes to inputs/assumptions have been budgeted.

It is our understanding that, at this time, SBCTA will not be seeking revenue-backed financing for the I-15 Project 1 nor TIFIA support. Therefore, while this updated base case will be conducted at a detailed level of analysis, the results will be provided to SBCTA in the form of a technical memorandum, not a full report that is typically used for financing purposes. This analysis will also assess the impacts of I-15 Project 1 on I-10 Contract 1 to fulfill the requirements of the TIFIA agreement.

### **Subtask 2.3: Support for Coordination with Other Agencies (Ongoing)**

This subtask includes up to 60 hours for ongoing support (as requested by SBCTA) in discussions with RCTC and possibly Caltrans as the I-15 toll policy and project limits are defined and evaluated.

## Task 3: I-10 Corridor Contract 2 (2021, 2024)

SBCTA is also in the process of evaluating logical and cost-effective project limits for I-10 Contract 2. The work is assumed to progress between 2021 and 2024. In 2021, it assumed that the existing I-10 corridor model, with limited changes to long-term growth rates, will be used to test alternative project configurations/limits for up to three scenarios.

In the 2024-2025 timeframe, a more detailed traffic and revenue forecast update will be conducted to incorporate the actual operating experience from I-10 Contract 1, building upon the model updates performed in Subtask 1.2. In the past, CDM Smith has looked at project phasing for Contract 2 under different project lengths: to Sierra Avenue and to Ford Street. At this time, the estimated budget for this amendment assumes the shorter project to Sierra Avenue. As with the other subtasks, a more detailed cost estimate will be provided before initiation of any subtasks for Contract 2, which will allow us to take into account any changes in SBCTA project goals at that time.

The 2024 update will reflect changes to traffic patterns resulting from the opening of I-10 Contract 1, calibration of user's willingness to pay to reflect observed usage of Contract 1, updates to reflect changes in socio-economic growth forecasts, changes in highway improvement assumptions, and any changes in regional HOV and toll policy. While the details of the data collection program will need to be finalized in the future, the proposed budget assumes a small traffic count program to assess changes in traffic patterns as a result of the opening of Contract 1.

It is our understanding that, at this time, SBCTA will not be seeking revenue-backed financing I-10 Contract 2 nor TIFIA support. Therefore, while this updated base case will be conducted at a detailed level of analysis, the results will be provided to SBCTA in the form of a technical memorandum, not a full report that is typically used for financing purposes.

## Task 4: I-15 Corridor Project 2 (2024)

In this task, CDM Smith will evaluate alternative project limits for the next phase of the I-15 express lanes, including logical terminus and access configuration. This will build upon the new base case for I-15 using the model developed in Task 2.2. For budgeting purposes, a total of six alternative project scenarios (considering changes to project configuration, access points, termini, and/or toll policy assumptions) have been budgeted.

## Task 5: Project Management

A conference call will be held at the beginning of each subtask to address study parameters and assumptions. A diagram of project configuration, along with operating assumptions, will be submitted to SBCTA for review and approval prior to any new model runs.

A total of four in-person meetings, to be scheduled at SBCTA's discretion, has been budgeted to initiate the larger updates, present findings, or discuss critical issues. A kick-off meeting will be held via conference call near the beginning of this contract amendment to confirm expectation of near-term subtasks, understand goals, and confirm lines of communication for subtask initiation.

Invoices and status reports will be submitted to SBCTA on a monthly basis when work is in progress.

## EXHIBIT B-1 – APPROVED COST PROPOSAL

## Labor Costs

- a) Subtotal Direct Labor Costs
- b) Anticipated Salary Increases (see page 2 for sample)

c) **TOTAL DIRECT LABOR COSTS [(a)+(b)]**

\$	\$268,054.46
\$	<u>12,534.74</u>
	\$ 280,589.20

## Fringe Benefits

d) Fringe Benefits (Rate 181.980% %)

e) Total Fringe Benefits [(c)x(d)]

\$ 510,616.23

## Indirect Costs

f) Overhead (Rate \_\_\_\_\_ %)  
h) General and  
Administrative (Rate \_\_\_\_\_ %)

g) Overhead [(c)x (f)]

### Fixed Fee (Profit)

n) (Rate 10.00% %)

k) **Fixed fee** [(c) + (e) + (j)] x (n) \$ 79,120.54

### Total Loaded Labor Costs

**Other Direct Costs (ODC)**

- I) Travel/ Mileage Costs (supported by consultant actual costs)
- m) Equipment Rental and Supplies (itemize)
- n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.
- o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant, include fees for subconsultant services)

Prime \$ 10,500.00  
\$  
\$  
\$ 102,741.00

## Notes:

- Employees subject to prevailing wage requirements to be marked with an \*.





## Contract Summary Sheet

6.c

## General Contract Information

Contract No: 16-1001369 Amendment No.: 1Contract Class: Payable Department: Project DeliveryVendor No.: 03182 Vendor Name: Ernst & Young Infrastructure Advisors, LLCDescription: Financial Advisor Services for the I-10 and I-15 Corridor Projects

List Any Related Contract Nos.: \_\_\_\_\_

Dollar Amount				
Original Contract	\$ 1,980,000.00	Original Contingency	\$ 198,000.00	
Prior Amendments	\$ 198,000.00	Prior Amendments	\$ (198,000.00)	
Current Amendment	\$ -	Current Amendment	\$ -	
<b>Total/Revised Contract Value</b>	<b>\$ 2,178,000.00</b>	<b>Total Contingency Value</b>	<b>\$ -</b>	
<b>Total Dollar Authority (Contract Value and Contingency)</b>				<b>\$ 2,178,000.00</b>

## Contract Authorization

Board of Directors Date: 12/02/2020 Committee \_\_\_\_\_ Item # \_\_\_\_\_

## Contract Management (Internal Purposes Only)

Other Contracts	Sole Source?	<u>N/A</u>	No Budget Adjustment
Local	Professional Services (Non-A&E)		

## Accounts Payable

Estimated Start Date: 01/06/2016 Expiration Date: 12/31/2020 Revised Expiration Date: 12/31/2023NHS: No QMP/QAP: No Prevailing Wage: NoTotal Contract Funding: \$ 2,178,000.00 Total Contingency: \$ -

Sub-Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code	Name	\$	2,178,000.00	\$	-
GL:	4110	40	0820	0850	52001	41100000	610	MSI		2,178,000.00		-
GL:										-		-
GL:										-		-
GL:										-		-
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GL:										-		-
GL:										-		-
GL:										-		-

Philip ChuPaula Beauchamp

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes: Full contingency was released in May 2019, resulting in the revised Contract Value as shown above.

**AMENDMENT NO. 1 TO CONTRACT NO. 16-1001369**

**FOR**

**FINANCIAL ADVISOR SERVICES FOR THE I-10 AND I-15 CORRIDOR PROJECTS**  
**(ERNST & YOUNG INFRASTRUCTURE ADVISORS, LLC)**

This AMENDMENT No. 1 to Contract No. 16-1001369 is made by and between Ernst & Young Infrastructure Advisors, LLC, a Delaware Limited Liability Company, and the San Bernardino County Transportation Authority ("SANBAG" or "SBCTA"). CONSULTANT and SBCTA are each a "Party" and collectively "Parties".

**RECITALS**

- A. SBCTA, under Contract No. 16-1001369, engaged the services of CONSULTANT to provide Financial Advisor Services for the I-10 and I-15 Corridor Project ("Contract") to determine viability for express lane alternatives on the I-10 and I-15 corridors, including support of the Transportation Infrastructure Finance and Innovation Act (TIFIA) financing for I-10 Corridor Contract 1; and
- B. SBCTA previously released Contingency of \$198,000.00 resulting in Revised Contract Value of \$2,178,000.00; and
- C. The Parties desire to amend the Contract to extend the term of service through December 31, 2023 to include support during the construction and opening of the I-10 Corridor Contract 1 project.

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

1. Article 1, Paragraph 1.2 is revised in its entirety to read as follows:

"The Project Director for this Contract is Paula Beauchamp, or such other designee as shall be designated in written notice to CONSULTANT from time to time by the Executive Director of SBCTA or his or her designee. The Project Director shall have the authority to act on behalf of SBCTA in administering this Contract, including giving notices (including without limitation, notices of default and/or termination), technical directions and approvals; issuing work direction; demanding performance and accepting work performed, but is not authorized to receive or issue payments or execute amendments to the Contract itself."

2. ARTICLE 2. CONTRACT TERM is revised in its entirety to read as follows:

"The Contract term shall commence upon issuance of a written Notice to Proceed (NTP) issued by SBCTA, and shall continue in full force and effect through December 31, 2023, unless extended by written amendment. Except that all indemnity and defense obligations hereunder shall survive termination of this Contract. CONSULTANT shall not be compensated for any Work performed or costs incurred prior to the issuance of the NTP. CONSULTANT shall not commence any work for services covered by the supplemental Scope of Work included in Exhibit A-1 until SBCTA's Procurement Analyst issues a separate Notice to Proceed related to such supplemental services."

3. All references in the Contract to Work and Scope of Work shall mean the SCOPE OF WORK described in EXHIBIT A to the Contract and EXHIBIT A-1 SCOPE OF WORK attached to and incorporated into this Amendment No. 1.
4. The Recitals set forth above are incorporated herein by this reference.
5. Except as amended by this Amendment No. 1, all other provisions of the Contract shall remain in full force and effect and are incorporated herein by this reference.
6. This Amendment No. 1 is effective upon execution by SBCTA.

-----SIGNATURES ARE ON THE FOLLOWING PAGE-----

DRAFT

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 below.

**ERNST & YOUNG INFRASTRUCTURE  
ADVISORS, LLC**

By: \_\_\_\_\_  
Tuyen Mai  
Senior Managing Director

Date: \_\_\_\_\_

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Frank J. Navarro  
Board President

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Juanda Lowder Daniel  
Assistant General Counsel

Date: \_\_\_\_\_

**CONCURRENCE**

By: \_\_\_\_\_  
Jeffery Hill  
Procurement Manager

Date: \_\_\_\_\_

## EXHIBIT A-1 SCOPE OF WORK

DRAFT

## WORK SCOPE

### Task 1: I-10 Corridor Contract 1

Provide support to SBCTA for its use of the financial model for reporting during the construction and opening phases of I-10 Corridor Contract 1 project.

DRAFT

## **Tolling Advisory Services (On Call) Scope of Work**

### **Background**

The San Bernardino County Transportation Authority (SBCTA) is currently constructing the I-10 Express Lanes Contract 1 project under a design build contract and is under contract for the design of the I-15 Corridor Freight Improvement Project Auxiliary and Express Lanes project along with developing future express lane facilities. The I-10 Express Lanes Contract 1 project will begin operations in Summer 2023. Design of the I-15 Corridor Freight Improvement Project Auxiliary and Express Lanes project will begin in Winter 2020 and expected to begin operations in Summer 2026. Planning work is also underway for an eastern extension of the I-10 Express Lanes (Phase 2A) and a broader network of express lanes throughout San Bernardino County. As SBCTA express lanes and related facilities continue to progress through project development phases to full operations, toll consultant support is needed to assist SBCTA with express lane operation, maintenance, planning and design activities in our region.

### **Description of Work**

SBCTA's toll program is seeking tolling consultant support under a contract to provide advisory services for upcoming SBCTA express lane facility operations and development of future express lane facilities. Advisory services include staff augmentation and advice and resources on a wide variety of topics pertaining to hardware, software and other items associated with Express Lane facilities, operations, and maintenance. In addition, innovative information on products and systems will be shared with SBCTA to allow SBCTA to design, implement, and operate an efficient and unproblematic express lane facility. For any services which will produce products such as reports or studies, a task order will be issued by SBCTA.

The list of tasks below are the categories of work for which SBCTA is seeking qualified Proposers. In addition to the specific task work described below, general task responsibilities could also include: develop task/project schedules, develop cost estimates, review benefit/cost analyses, provide procurement document development oversight, administer contracts, review invoices, oversee contractors/consultants, review contract deliverables, research industry and industry best practices, develop standard operating procedures, and coordinate with contractors, consultants, and agencies.

Contractors are providing and maintaining the I-10 Express Lanes Contract 1 and I-15 Corridor Freight Improvement Project Auxiliary and Express Lanes project roadside systems and back office systems. Contractors are also providing operations of a customer service call center.

The estimated value of this contract is \$3 million for a five-year base contract and two, one-year options for a total performance period of seven years. Activities below are intended to be performed under the direction of SBCTA's Toll Operations Administrator.

### Activity 1 Express Lanes Planning and Policy

The Consultant shall advise SBCTA on strategic and operational planning and policy work for future express lanes. Planning and policy work require balancing the SBCTA's financial obligations and program goals with regional policy and other related requirements. SBCTA may request advice with a wide range of planning and policy work including but not limited to:

- Review of concept of operations.
- Review of business rules.
- Advise regarding program and facility policies and goals.
- Research and monitor legislation.
- Review organizational readiness planning.
- Review or conduct user surveys and focus groups.

### Activity 2 Technology and Systems Support

The Consultant shall advise SBCTA on the assessment, planning, implementation and management of technology and systems used in the operation and management of the express lanes and facilities. SBCTA could request assistance with a wide range of technology and system advice including but not limited to:

- Monitor existing technology and systems.
- Oversee configuration management processes.
- Provide oversight of system deployment, installation and testing.
- Review technical evaluations.
- Review long-term system replacement plans.
- Validate system generated reports.
- Review system generated data.
- Review system design.
- Identify and evaluate new technology, prepare white papers on potential application in SBCTA toll program.
- Audit system performance.
- Monitor and evaluate system maintenance.
- Review system plans, documents, drawings, etc.
- Evaluate asset management.
- Evaluate transponder or other payment method technology.
- Review system interfaces.
- Identify and evaluate future opportunities in customer service and back office operations.
- Oversight support of tolling contractors.
- Present information regarding new technologies, including but not limited to occupancy detection.

### Activity 3 Customer Service and Toll Evasion Violation Support

The Consultant shall advise SBCTA on the back office operation and toll evasion violation of the Express Lanes once operation begins. The Contractors perform most of the work and SBCTA is responsible for procuring and managing the contracts and providing oversight. SBCTA could request assistance with a wide range of customer service and toll evasion violation advice including but not limited to:

- Evaluate proposed delivery options and methods.
- Review website content, customer materials, customer correspondence.
- Review complex reporting.
- Evaluate collection program.
- Audit contract performance requirements.
- Audit contract standard operating procedures.
- Audit transactions, revenue and reconciliations.
- Audit and review financial processes.
- Review third party audits.
- Review Service Organization Control, Payment Card Industry, Personally Identifiable Information, and Department of Motor Vehicle compliance.
- Perform operational assessments and reporting.
- Review operational initiatives.
- Respond to customer inquiries.
- Coordinate marketing consultant.
- Develop lean processes.
- Oversight transponder purchasing.
- Evaluate data management strategy.

### Activity 4 Roadway Maintenance Support

The Consultant shall advise SBCTA on a wide range of roadway and building advice including but not limited to:

- Coordinate express lane and regular lane closures.
- Develop and coordinate roadway maintenance plan.
- Coordinate roadway sign replacement or upgrade.
- Develop and coordinate incident response plan.
- Coordinate Freeway Service Patrol.
- Coordinate California Highway Patrol enforcement.
- Coordinate with Caltrans on routine and lifecycle maintenance of roadway assets.
- Develop and implement long term asset management, repair, and replacement plan.
- Coordination with projects impacting the express lanes.
- Department standard operating procedure development.

### Activity 5 Industry Representation

The Consultant shall advise SBCTA in its participation with outside agencies and within the transportation industry. The Consultant could advise the agency in its industry efforts SBCTA may request advice including but not limited to:

- Prepare presentation materials.
- Deliver presentations.
- Perform research.
- Organize and conduct tours.
- Coordinate events.
- Participate in assigned committees.
- Interface with other agencies.
- Identify available industry platforms.
- Manage agency initiatives.

### Activity 6 Express Lanes Performance

The Consultant shall advise SBCTA on the performance monitoring of the express lanes operations. SBCTA may request advice including but not limited to:

- Evaluate general traffic, High-Occupancy-Vehicle, and other counts.
- Evaluate corridor traffic operations.
- Evaluate dynamic pricing.
- Evaluate Performance Measurement System (PeMS) data collection and analysis.
- Evaluate video and drone recordings and analyze information.

### Activity 7 Financial Support

The Consultant shall advise SBCTA on work related to existing facility and future project financings and general financial support. SBCTA may request advice including but not limited to:

- Estimate life-cycle costs for toll technology, express lane pavement, and other capital costs.
- Analyze surplus toll revenue, create of surplus toll revenue expenditure plans.
- Other duties may include providing insight and expertise on State/Federal/Local funding sources in accordance with GASB/FHWA rules and regulation. Setting up for SBCTA's execution workflow, schedules, and strategies for the projects dynamics funding and loans.

## ***Minute Action***

### AGENDA ITEM: 7

***Date:*** *November 12, 2020*

***Subject:***

Interstate 215 Barton Design and Right-of-Way - Amendment No. 11 to Agreement No. C12212

***Recommendation:***

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

Approve Amendment No. 11 to Contract No. C12212 (00-1000665), with the California Department of Transportation for the Design and Right-of-Way (ROW) phase of the Interstate 215 Barton Road Interchange Project to add \$110,000 of Surface Transportation Program funds for Final ROW Engineering, for a new total Design and ROW cost of \$43,408,337, upon finalization by staff and approval as to form by SBCTA General Counsel.

***Background:***

The Interstate 215 (I-215) Barton Road Interchange Project (Project) improved traffic operations and reduced traffic congestion on Barton Road and ramp intersections. The Project's improvements included replacement of Barton Road overcrossing, reconstruction and widening of Barton Road, realignment of the existing entrance and exit ramps, and traffic signal modifications. The Environmental Phase was concluded in March 2014. On May 30, 2012, Cooperative Agreement No. C12212 (00-1000665) was executed between the San Bernardino County Transportation Authority (SBCTA) and the California Department of Transportation (Caltrans) which delineated the Plans, Specifications and Estimates (PS&E) and Right-of-Way (ROW) responsibilities between the two agencies for the delivery of the Project. On February 1, 2017, the SBCTA Board of Directors (Board) approved Construction Agreement No. 15-1001294 with Caltrans.

SBCTA is the lead ROW agency and responsible for Project funding while Caltrans has led the design and construction efforts. This project is part of a pilot program to implement the Project through the Construction Manager/General Contractor (CM/GC) delivery method.

The Project initiated construction in December 2017, and was completed in August 2020. The plant establishment phase will last one-year and will be completed in July 2021. The Stipulation for Final Judgment in Condemnation for the last property needed for the Project was fully executed on September 30, 2020. Now that the construction is completed and all ROW property acquisitions have been settled, final ROW engineering needs to be completed to initiate the disposal of excess land.

The Project has experienced changes in funding types, project delivery methods, agency roles and responsibilities, and associated cost updates. To accommodate these changes, Cooperative Agreement No. C12212 has been amended ten (10) times. Amendment No. 11 is needed so Caltrans can provide ROW Engineering services for the disposition of excess land. Caltrans ROW Engineering services will include:

- Relinquishment and Vacation Maps

*Entity: San Bernardino County Transportation Authority*

Board of Directors Metro Valley Study Session Agenda Item

November 12, 2020

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- Deed Package for Excess Land Transactions
- ROW Record Map

The current ROW cost estimate request does not exceed the ROW cost identified in the SBCTA 2019 10-Year Delivery Plan, nor does this impact the delivery of the currently programmed projects in the Measure I Valley Freeway Program.

Staff recommends the approval of Amendment No. 11 to Agreement No. C12212, upon finalization by staff and approval as to form by SBCTA General Counsel, to increase the funding for the ROW phase by \$110,000 of Surface Transportation Program (STP) funds for a revised total Caltrans ROW Support cost of \$867,000, and a total agreement cost of \$43,408,337.

***Financial Impact:***

This item is consistent with the Fiscal Year 2020/2021 Budget under Task No. 0820 Freeway Projects, Sub-Task No. 0840 I-215 Barton Road.

***Reviewed By:***

This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA Risk Manager has reviewed this item and the draft amendment. SBCTA General Counsel has not reviewed this agenda item or the draft amendment.

***Responsible Staff:***

Timothy Byrne, Project Delivery Manager

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Approved

Board of Directors Metro Valley Study Session

Date: November 12, 2020

Witnessed By:

## Contract Summary Sheet

7.a

## General Contract Information

C12212 00-  
Contract No: 1000665 Amendment No.: 11

Contract Class: Payable Department: Project Delivery

Vendor No.: 00450 Vendor Name: Caltrans

Description: Cooperative Agreement for I-215 Barton PS&E and ROW

List Any Related Contract Nos.:

Dollar Amount				
Original Contract	\$	250,000.00	Original Contingency	\$ -
Prior Amendments	\$	100,000.00	Prior Amendments	\$ -
Current Amendment	\$	-	Current Amendment	\$ -
<b>Total/Revised Contract Value</b>	<b>\$</b>	<b>350,000.00</b>	<b>Total Contingency Value</b>	<b>\$ -</b>
			<b>Total Dollar Authority (Contract Value and Contingency)</b>	<b>\$ 350,000.00</b>

## Contract Authorization

Board of Directors      Date:      12/02/2020      Committee      Item #

## Contract Management (Internal Purposes Only)

Other Contracts \_\_\_\_\_ Sole Source? N/A \_\_\_\_\_ N/A

## Accounts Payable

Estimated Start Date: 05/30/2012      Expiration Date: 12/31/2039      Revised Expiration Date:

NHS: Yes QMP/QAP: N/A Prevailing Wage: N/A

Andrea Nieto

Paula Beauchamp

Project Manager (Print Name)

## Task Manager (Print Name)

Additional Notes: Amendment 11 allocates \$110,000 in Federal STP funds which Caltrans draws directly from FHWA and not through the SBCTA budget.

**AMENDMENT NO. 11 TO AGREEMENT 08-1537**

THIS AMENDMENT No. 11, entered into and effective on \_\_\_\_\_, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

San Bernardino County Transportation Authority (SBCTA), a public agency, and successor in interest to San Bernardino County Transportation Commission (COMMISSION) and successor in interest in a limited capacity to San Bernardino County Transportation Authority (SANBAG) referred to hereinafter as SBCTA.

**RECITALS**

1. CALTRANS and SANBAG, collectively referred to as PARTNERS, entered into Agreement No. 08-1537 on May 30, 2012, defining the terms and conditions to reconstruct the interchange on Interstate 215 at Barton Road in Grand Terrace, referred to as PROJECT.
2. PARTNERS entered into Amendment Funding Summary No. 2 to AGREEMENT on November 30, 2012, to move \$1,500,000 DEMO funds from PS&E to R/W Capital; reduce \$20,739.00 STIP/RIP capital funds to \$17,400,000; add \$500,646 Section 115 and \$1,980,000 Section 112 funds for PS&E; reduce \$2,332,047 Measure funds to \$1,351.40 for PS&E; and add \$1,839,000 Measure funds for R/W capital.
3. PARTNERS entered into Amendment Funding Summary No. 3 to AGREEMENT on July 23, 2014, to add \$100,000 Measure I funds for CALTRANS to perform the R/W support activities.
4. PARTNERS entered into Amendment No. 4 to AGREEMENT on October 30, 2014, to add Construction Manager/General Contractor provisions; designate CALTRANS as the implementing agency for R/W engineering activities; amend the DEMO and Measure fund contribution.
5. PARTNERS entered into Amendment No. 5 to AGREEMENT on October 30, 2015, to add COMMISSION as a PARTNER to this AGREEMENT; and to allow COMMISSION to provide all necessary R/W services to acquire R/W, exercise its existing power of

Eminent Domain to acquire any necessary property for the PROJECT in accordance with California Code of Civil Procedure, Section 1245.235 and to convey by quitclaim deed to CALTRANS all PROJECT acquired right-of-way located within CALTRANS' jurisdictional boundaries within thirty (30) days of COMMISSION's request to CALTRANS to accept such acquired property and at no expense to CALTRANS.

6. PARTNERS entered into Amendment No. 6 to AGREEMENT on April 7, 2016, to add an additional \$909,454 Federal Surface Transportation Program (STP) funds for PS&E.
7. PARTNERS entered into Amendment No. 7 to AGREEMENT on July 22, 2016, to add an additional \$4,466,694 Federal Surface Transportation Program (STP) funds for Right of Way Capital and an addition. \$300,000 Measure funds for Right of Way Support.
8. PARTNERS entered into Amendment No. 8 to AGREEMENT on March 30, 2017 to do the following:
  - A. To add an additional \$100,000 Measure I funds for PS&E Support
  - B. To document the consolidation of the COMMISSION and SANBAG into SBCTA by operation of law pursuant to Senate Bill 1305 effective January 1, 2017. SBCTA shall be deemed to be the successor to the powers, duties, revenues, debts, obligations, liabilities, immunities, and exemptions of SANBAG and COMMISSION, expressed or implied under AGREEMENT. Any reference to PARTNERS would henceforth refer to CALTRANS and SBCTA.
9. PARTNERS entered into Amendment No. 9 to AGREEMENT on December 26, 2017 to replace Funding Summary No. 8 in its entirety with Funding Summary No. 09 [to add additional \$2,057,725 Measure 1 funds for R/W Capital and \$925,057 for R/W Support and to also add \$100,000 STP funds for R/W Support to Funding Summary No. 09].
10. PARTNERS entered into Amendment No. 10 to AGREEMENT on April 8, 2020 to replace Funding Summary No. 09 in its entirety with Funding Summary No. 10 [to add an additional \$1,841,250 Measure 1 funds for R/W Capital and \$203,000 for R/W Support to Funding Summary No. 09].
11. PARTIES now seek to do the following:
  - A. Replace Funding Summary No. 10 with Funding Summary No. 11 [to add an additional \$110,000 STP funds for R/W Support to Funding Summary No. 10].
  - B. Replace the Scope Summary attached to the AGREEMENT in its entirety with Scope Summary No. 2 set forth below in this amendment.

**IT IS THEREFORE MUTUALLY AGREED:**

1. A revised FUNDING SUMMARY No. 11 is attached and made part of the AGREEMENT. Any reference to the FUNDING SUMMARY in the AGREEMENT is deemed to refer to the revised FUNDING SUMMARY No. 11 attached herein.
2. A revised Scope Summary No. 2 is attached and made part of the AGREEMENT. Any reference to the Scope Summary in the AGREEMENT is deemed to refer to the revised Scope Summary No. 2 attached herein.
3. All other terms and conditions of the AGREEMENT shall remain in full force and effect.
4. This AMENDMENT is deemed to be included and made a part of the AGREEMENT.

-----SIGNATURES ON THE FOLLOWING PAGE-----

**Signatures**

PARTNERS are empowered by California Streets and Highways Code to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this Funding Summary on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Funding Summary.

Signatories may execute this Funding Summary through individual signature pages provided that each signature is an original. This Funding Summary is not fully executed until all original signatures are attached.

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

Michael D. Beauchamp  
District 8 Director

Date \_\_\_\_\_

Corina Harriman  
District 8 Budget Manager

Darwin Salmos  
HQ Accounting

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY  
NOT FOR SIGNATURES AT THIS TIME**

Frank J. Navarro  
President, Board of Directors

Date \_\_\_\_\_

**APPROVED AS TO FORM**

Juanda Lowder Daniel  
Assistant General Counsel

## Funding Summary No. 11

<b>FUNDING TABLE</b>						
<b>IMPLEMENTING AGENCY→</b>			<b>CALTRANS</b>	<b>SBCTA</b>		
Source	Party	Fund Type	PS&E	R/W SUPPORT	R/W CAPITAL	Totals
STATE	CALTRANS	STIP/IIP	\$0	\$0	\$17,400,000	\$17,400,000
LOCAL-FEDERAL	SBCTA	DEMO	\$2,256,987	\$557,000	\$3,666,645	\$6,480,632
LOCAL-FEDERAL	SBCTA	SECTION 115	\$500,646	\$0	\$0	\$500,646
LOCAL-FEDERAL	SBCTA	SECTION 112	\$1,980,000	\$0	\$0	\$1,980,000
LOCAL-FEDERAL	SBCTA	STP	\$909,454	\$210,000	\$4,466,694	\$5,586,148
LOCAL	SBCTA	MEASURE	\$250,000	\$5,203,000	\$6,007,911	\$11,460,911
Totals			\$5,897,087	\$5,970,000	\$31,541,250	\$43,408,337

<b>SPENDING SUMMARY</b>						
Fund Type	PS&E		R/W Support		R/W CAPITAL	Totals
	<u>CALTRANS</u>	<u>SBCTA</u>	<u>CALTRANS</u>	<u>SBCTA</u>	<u>SBCTA</u>	
STIP/IIP	\$0	\$0	\$0	\$0	\$17,400,000	\$17,400,000
Section 112	\$1,980,000	\$0	\$0	\$0	\$0	\$1,980,000
DEMO	\$2,256,987	\$0	\$557,000	\$0	\$3,666,645	\$6,480,632
Section 115	\$500,646	\$0	\$0	\$0	\$0	\$500,646
STP	\$909,454	\$0	\$210,000	\$0	\$4,466,694	\$5,586,148
Measure	\$250,000	\$0	\$100,000	\$5,103,000	\$6,007,911	\$11,460,911
<b>Totals</b>	<b>\$5,897,087</b>	<b>\$0</b>	<b>\$867,000</b>	<b>\$5,103,000</b>	<b>\$31,541,250</b>	<b>\$43,408,337</b>

## Funding

1. If there are insufficient funds available in this AGREEMENT to place the PROJECT right-of-way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY will fund these activities until such time as PARTNERS amend this AGREEMENT.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

2. If there are insufficient funds in this AGREEMENT to implement the obligations and responsibilities of this AGREEMENT, including the applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTNER accepts responsibility to fund their respective WORK until such time as PARTNERS amend this AGREEMENT.

Each PARTNER may request reimbursement for these costs during the amendment process.

## ICRP Rate

3. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.
4. If the WORK is funded with state or federal funds, any PARTNER seeking CALTRANS reimbursement of indirect costs must submit an indirect cost rate proposal and central service cost allocation plan (if any) in accordance with 2 CFR, Part 200 and Chapter 5 of the Local Assistance Procedures Manual. These documents are to be submitted annually to CALTRANS' Audits and Investigations for review and acceptance prior to CALTRANS' reimbursement of indirect costs.
5. Travel, per diem, and third-party contract reimbursements for WORK are to be paid from the funds in this AGREEMENT only after the contractor performs the work and incurs said costs.

Payments for travel and per diem will not exceed the rates paid rank and file state employees under current California Department of Personnel Administration (DPA) rules current at the effective date of this AGREEMENT.

If SBCTA invoices for rates in excess of DPA rates, SBCTA will fund the cost difference and reimburse CALTRANS for any overpayment.

6. In accordance with the CALTRANS Federal-Aid Project Funding Guidelines, PARTNERS must obtain approval from the Federal Highway Administration prior to any PROJECT funding changes that will change the federal share of funds.

### **Invoicing and Payment**

7. PARTNERS will invoice for funds where the SPENDING SUMMARY shows that one PARTNER provides funds for use by another PARTNER. PARTNERS will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, SBCTA will pay invoices within five (5) calendar days of receipt of invoice.
8. If SBCTA has received EFT certification from CALTRANS then SBCTA will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
9. CALTRANS will draw from state and federal funds that are provided by SBCTA without invoicing SBCTA when CALTRANS administers those funds and CALTRANS has been allocated those funds by the CTC and whenever else possible.
10. When a PARTNER is reimbursed for actual cost, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTNERS will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTNERS will invoice or refund as necessary to satisfy the financial commitments of this AGREEMENT.
11. If an executed Program Supplement Agreement (PSA) or STIP Planning, Programming, and Monitoring Program Fund Transfer Agreement (PPM) exists for this PROJECT then SBCTA will abide by the billing and payment conditions detailed for the fund types identified in the PSA or PPM.

12. If CALTRANS reimburses SBCTA for any costs later determined to be unallowable, SBCTA will reimburse those funds.

*Plans, Specifications, and Estimate (PS&E)*

13. CALTRANS will invoice and SBCTA will reimburse for actual costs incurred and paid.

*RIGHT-OF-WAY Support*

14. CALTRANS will invoice and SBCTA will reimburse for actual costs incurred and paid.

*RIGHT-OF-WAY Capital*

15. SBCTA will invoice and CALTRANS will reimburse for the accepted offer price of parcels when using State funds.

## SCOPE SUMMARY No. 2

4	5	6	7	8	Description	CALTRANS	SBCTA	N/A
3	185				Prepare Base Maps and Plan Sheets for PS&E Development	X		
	05				Updated Project Information	X		
	10				Surveys and Photogrammetric Mapping for Design	X		
	15				Preliminary Design	X		
	20				Engineering Reports	X		
	25				Right of Way Requirements Determination	X		
	30				Structure Site Plans	X		
	99				Other Base Map and Plan Sheet Products	X		
4	195				Right of Way Property Management and Excess Land		X	
4	200				Utility Relocation		X	
	15				Approved Utility Relocation Plan		X	
	20				Utility Relocation Package		X	
	25				Utility Relocation Management		X	
	30				Utility Close Out		X	
	99				Other Utility Relocation Products		X	
3	205				Permits and Agreements during PS&E Component	X		
	05				Required permits	X		
	15				Railroad Agreements	X		
	25				Agreement for Material Sites	X		
	30				Executed Maintenance Agreement	X		
	45				MOU From Tribal Employment Rights Office (TERO)	X		
	55				NEPA Delegation	X		
4	220				RIGHT OF WAY ENGINEERING		X	
4	225				Obtain Right of Way Interests for Project Right of Way Certification		X	
3	230				Prepare Draft Plans, Specifications, and Estimates	X		
	05				Draft Roadway Plans	X		
	10				Draft Highway Planting Plans	X		
	15				Draft Traffic Plans	X		
	20				Transportation Management Plan	X		
	25				Draft Utility Plans	X		
	30				Draft Drainage Plans	X		
	35				Draft Specifications	X		

4	5	6	7	8	Description	CALTRANS	SBCTA	N/A
		40			Draft Plans, Specifications, and Estimates Quantities and Estimates	X		
		55			Structures Draft Plans, Specifications, and Estimates Incorporation	X		
		60			Updated Project Information for Plans, Specifications, and Estimates Package	X		
		90			NEPA Delegation	X		
		99			Other Draft Plans, Specifications, and Estimates Products	X		
3	235				Mitigate Environmental Impacts and Clean Up Hazardous Waste	X		
		05			Environmental Mitigation	X		
		10			Detailed Site Investigation for Hazardous Waste	X		
		30			Hazardous Substances Disclosure Document (HSDD)	X		
		40			Updated Environmental Commitments Record	X		
		45			NEPA Delegation	X		
3	240				Draft Structures Plans, Specifications, and Estimates	X		
		50			Overall Draft Structures Plans, Specifications, and Estimates	X		
		55			Foundation Plan	X		
		60			Hydraulic Report	X		
		65			Preliminary Foundation Reports	X		
		70			Products Required to Ready Site for Subsurface Exploration	X		
		75			Draft General Plans	X		
		80			Foundation Reports	X		
		85			Draft Structure Plans	X		
		90			Draft Structures Special Provisions and Cost Estimate	X		
4	245				Post Right of Way Certification Work		X	
		50			Parcel and Project Documentation		X	
		60			Right of Way Appraisals		X	
		65			Right of Way Acquisition		X	
		70			Right of Way Relocation Assistance		X	
		75			Right of Way Clearance		X	
		80			Right of Way Condemnation		X	
3	250				FINAL STRUCTURES PS&E PACKAGE	X		
		50			Project Review	X		
		55			Final Structure Plans	X		
		60			Final Structure Special Provisions and Cost Estimate	X		
3	255				Circulate, Review, and Prepare Final District Plans, Specifications, and Estimates Package	X		
		05			Circulated and Reviewed Draft District Plans,	X		

4	5	6	7	8	Description	CALTRANS	SBCTA	N/A
					Specifications, and Estimates Package			
		10			Updated Plans, Specifications, and Estimates Package	X		
		15			Environmental Re-evaluation	X		
		20			Final District Plans, Specifications, and Estimates Package	X		
		25			Geotechnical Information Handout	X		
		30			Materials Information Handout	X		
		35			Construction Staking Package and Control	X		
		40			Resident Engineer's Pending File	X		
		45			NEPA Delegation	X		
		50			Secured Lease for Resident Engineer Office Space or Trailer	X		
		55			Contractor Outreach	X		
		65			Right of Way Certification Documentation	X		
		70			Right of Way Engineering Products	X		
		75			Upgrade/Updated Right of Way Certification Document	X		
3	260				Contract Bid Documents Ready to List	X		
		50			Project Submittal Ready to Process (PS&E)	X		
		60			Draft Contract Comments (DCC)	X		
		70			Draft Contract Comment Response (DR)	X		
		75			Environmental Certification at Ready to List	X		
		80			Draft Contract Ready	X		
		90			Ready to List	X		
		50			Contract Ready for Advertising	X		
		55			Advertised Contract	X		
		60			Bids Opened	X		
		65			Contract Award	X		
		70			Executed and Approved Contract	X		
		75			Independent Assurance	X		
4	300				Final Right of Way Engineering	X		
		25			Relinquishment and Vacation Maps	X		
		30			Deed Package for Excess Land Transactions	X		
		35			Right of Way Record Map	X		

## ***Minute Action***

### AGENDA ITEM: 8

***Date:*** *November 12, 2020*

***Subject:***

Interstate 10 University - Amendment No. 1 to Contract No. 16-1001546

***Recommendation:***

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

Approve Amendment No. 1 to Contract No. 16-1001546 with Arcadis US, Inc. to extend the contract through June 30, 2023, for Construction Management Services for the Interstate 10 University Street Interchange Improvement Project and waive the five-year maximum contract term as defined in Contracting and Procurement Policy No. 11000.

***Background:***

On January 4, 2017, Arcadis US, Inc. (Arcadis) was awarded Contract No. 16-1001546 for Construction Management services for the Construction phase for the Interstate 10 (I-10) University Street Interchange Project (Project). The contract was executed in February 2017, with a termination date of December 31, 2020.

The Project design took much longer than expected due to unanticipated coordination with the City of Redlands and the California Department of Transportation (Caltrans) regarding the signal system as well as additional design oversight required for design submittals to Caltrans. In addition, the project was put on hold due to a funding shortfall under Cooperative Agreement No. R14088 between San Bernardino County Transportation Authority (SBCTA) and the City of Redlands. On June 3, 2020, the SBCTA Board of Directors (Board) approved Amendment No. 1 to Cooperative Agreement No. R14088 which ensured project funding was in place to move forward with construction. Due to the additional time required to secure additional funding from the City of Redlands, as well as getting approval from Caltrans for incorporation of State Highway Operations and Protection Program (SHOPP) funds into the Project, release of the Invitation for Bids was delayed by several months. As a result of Project schedule delays, the construction management services agreement term requires amending to ensure consistency with project construction and closeout schedule.

Construction Contract No. 20-1002290, was awarded on September 2, 2020. Based on the current Project schedule, it is anticipated that construction will begin in January 2021, and be complete for beneficial use by September 2021. Amendment No. 1 to Contract No. 16-1001546, is solely to extend the expiration date from December 31, 2020 to June 30, 2023.

Per Contracting and Procurement Policy No. 11000, the maximum term for procurement contracts shall be five years unless otherwise authorized by the Board. Contract No. 16-1001546 with Arcadis will extend beyond the five-year maximum with the recommended extension. Board authorization is sought to waive the five-year maximum contract term provision to ensure continuity to successfully construct and closeout the Project.

## Board of Directors Metro Valley Study Session Agenda Item

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***Financial Impact:***

This item is consistent with the Fiscal Year 2020/2021 Budget under Task No. 0830 Interchange Projects, Sub-Task No. 0899 I-10 University Street Interchange.

***Reviewed By:***

This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft amendment.

***Responsible Staff:***

Timothy Byrne, Project Delivery Manager

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Approved

Board of Directors Metro Valley Study Session

Date: November 12, 2020

Witnessed By:

## Contract Summary Sheet

8.a

## General Contract Information

Contract No: 16-1001546 Amendment No.: 1Contract Class: Payable Department: Project DeliveryVendor No.: 02732 Vendor Name: Arcadis US, Inc.Description: CM Services I-10 University IC

List Any Related Contract Nos.:

Dollar Amount					
Original Contract	\$	443,752.79	Original Contingency	\$	44,375.28
Prior Amendments	\$	-	Prior Amendments	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
<b>Total/Revised Contract Value</b>	<b>\$</b>	<b>443,752.79</b>	<b>Total Contingency Value</b>	<b>\$</b>	<b>44,375.28</b>
<b>Total Dollar Authority (Contract Value and Contingency)</b>					<b>\$ 488,128.07</b>

## Contract Authorization

Board of Directors Date: 12/02/2020 Committee \_\_\_\_\_ Item # \_\_\_\_\_

## Contract Management (Internal Purposes Only)

Other Contracts Sole Source? No No Budget Adjustment  
Local Construction Management

## Accounts Payable

Estimated Start Date: 01/04/2017 Expiration Date: 12/31/2020 Revised Expiration Date: 06/30/2023NHS: YesQMP/QAP: YesPrevailing Wage: Yes

Total Contract Funding:

Total Contingency:

Sub-Fund	Prog	Task	Task	Object	Revenue	PA Level	Revenue Code	Name	\$	443,752.79	\$	44,375.28
GL:	4120	40	0830	0899	52005	41100000	650	MSI		364,321.04		36,432.10
GL:	6010	40	0830	0899	52005	42418003	650	City of Redlands 2/3 loan		79,431.75		7,943.18
GL:										-		-
GL:										-		-
GL:										-		-
GL:										-		-
GL:										-		-
GL:										-		-
GL:										-		-
GL:										-		-

Ibrahim Bakarci

Paula Beauchamp

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes:

**AMENDMENT NO. 1 TO CONTRACT NO. 16-1001546****FOR****I-10 UNIVERSITY STREET INTERCHANGE IMPROVEMENT PROJECT  
CONSTRUCTION MANAGEMENT SERVICES****Arcadis US, Inc.**

This AMENDMENT No. 1 to Contract No. 16-1001546 is made by and between the San Bernardino County Transportation Authority ("SBCTA") and Arcadis US, Inc. ("CONSULTANT"). SBCTA and CONSULTANT are each a "Party" and collectively the "Parties" herein.

**RECITALS:**

- A. The parties entered into Contract No. 16-1001546 on February 1, 2017, settings forth the terms and conditions for the Contract.
- B. SBCTA and CONSULTANT desire to extend the contract expiration date to June 30, 2023, to provide for completion of scope of work.

**NOW, THEREFORE**, the Parties agree to amend the Contract as follows:

1. Article 4 PERFORMANCE PERIOD, section 4.1 is deleted and replaced in its entirety to read as follows:

"This Contract shall go into effect on January 4, 2017 contingent upon approval by SBCTA's Awarding Authority, and CONSULTANT shall commence work after written notification to proceed by SBCTA's Procurement Analyst. The Contract shall end on June 30, 2023, unless extended by written amendment."

2. The Recitals set forth above are incorporated herein by this reference.
3. Except as amended by this Amendment No. 1, all other provisions of the Contract, shall remain in full force and effect and are incorporated herein by this reference.
4. This Amendment No. 1 is effective upon execution by SBCTA.

----- SIGNATURES ON FOLLOWING PAGE -----

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

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_

Frank J. Navarro  
Board President

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

Juanda L. Daniel  
Assistant General Counsel

CONCURRENCE:

By: \_\_\_\_\_

Jeffery Hill  
Procurement Manager

**ARCADIS US, INC.**

By: \_\_\_\_\_

Craig Halverson  
Vice President

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed name: \_\_\_\_\_  
Title: Secretary

Date: \_\_\_\_\_

## ***Minute Action***

### AGENDA ITEM: 9

**Date:** *November 12, 2020*

**Subject:**

Preview of the Hearings to Consider Resolutions of Necessity for Parcels for Interstate 10 Cedar Avenue Interchange Improvement Project in the Unincorporated Community of Bloomington

**Recommendation:**

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

- A. Conduct public hearings to consider condemnation of real property required for the Interstate 10 Cedar Avenue Interchange Improvement Project in the unincorporated community of Bloomington; and
- B. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 21-013 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring interests in real property from: Steve Wuo, as Trustee of the Steve Wuo Separate Property Trust dated September 3, 2015 (Assessor's Parcel Numbers [APNs] 0253-052-27 and 0253-052-28) (hereinafter "Wuo Trust Property"). The Resolution must be approved by at least a two-thirds majority; and
- C. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 21-014 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring an interest in real property from: Mary A. Toman, Trustee of the Mary A. Toman Trust established March 11, 1987 by Mary A. Toman, Trustor, and Valerie Lynn Zimmer, Successor Trustee of the Zajec Trust, dated May 8, 1989 (APN 0252-161-36) (hereinafter "Toman Trust Property"). The Resolution must be approved by at least a two-thirds majority.

**Background:**

On December 5, 2018, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved Cooperative Agreement No. 18-1001962 with the County of San Bernardino (County) which defined the roles and funding responsibilities for the Right-of-Way (ROW) and Construction phases for the Interstate 10 (I-10) Cedar Avenue Interchange Improvement Project (Project). Under this agreement, SBCTA is the lead agency for the ROW phase with the County Real Estate Services Department (County RESD) acting as the ROW agent. At the same meeting, the SBCTA Board authorized staff to complete the appraisal of properties identified and to make offers of just compensation to the property owners for the acquisition of property necessary for the Project.

The purpose of this agenda item is to present information regarding the upcoming Hearings for Resolutions of Necessity for two (2) properties in which interests are needed for construction of the Project. SBCTA's ROW agent, County RESD, presented offers to each of the following property owners:

## Board of Directors Metro Valley Study Session Agenda Item

November 12, 2020

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- Steve Wuo, as Trustee of the Steve Wuo Separate Property Trust dated September 3, 2015
- Mary A. Toman, Trustee of the Mary A. Toman Trust established March 11, 1987 by Mary A. Toman, Trustor, and Valerie Lynn Zimmer, Successor Trustee of the Zajec Trust, dated May 8, 1989

Although negotiations are ongoing, dialogue with the property owners listed have not yet resulted in settlements. Interests in these properties need to be acquired through eminent domain which requires compliance with a statutorily-prescribed process. During the eminent domain process, SBCTA's ROW agent will continue to negotiate with the property owners and attempt to achieve negotiated sales for the necessary property interests.

***Support for the Resolutions of Necessity:***

SBCTA is authorized to acquire property by eminent domain pursuant to the California Public Utilities Code Sections 130220.5 and 130809(b)(4). Eminent domain will allow SBCTA to obtain legal rights to the property interests needed for the Project if a negotiated sale cannot be reached. A Resolution of Necessity is the first step in the eminent domain process. Since the process takes several months, it is necessary to start this process now to ensure that the property interests are obtained to meet the scheduled start of construction in late 2021.

In order to adopt the Resolutions of Necessity, SBCTA must make four findings for each of the property interests. The issue of just compensation for these property interests is not addressed by these Resolutions of Necessity and is not to be considered at the hearings. The four necessary findings are as described below.

**1. The public interest and necessity require the Project.**

The Project is located at I-10 Cedar Avenue in the unincorporated community of Bloomington and is needed to address existing traffic operational deficiencies and congestion within the Project vicinity. The I-10 Cedar Avenue Interchange is the highest priority in the Measure I 2010-2040 Freeway Interchange Program. This location experiences high levels of traffic congestion. The proposed improvements are necessary to increase traffic capacity and enhance traffic operations and safety to reduce existing and forecasted congestion in the vicinity of the interchange.

The Project includes the following improvements:

- Widen Cedar Avenue between Bloomington Avenue and Orange Street from 3 to 4 lanes in each direction.
- Widen I-10 Cedar interchange ramps.
- Add turn lanes at the interchange intersections.
- Widen I-10 Cedar Avenue overcrossing bridge.
- Replace Cedar Avenue Union Pacific Railroad overhead bridge.
- Rehabilitate pavement between Orange Street and Slover Avenue.

**2. The Project is planned and located in the manner that will be most compatible with the greatest public good and least private injury.**

During the initial phase of the Project development, four alternatives (alternatives 2A, 2B, 2C and 2D) were identified in the Project Study Report. In the Project Approval and Environmental Approval phase, alternatives 2B, 2C and 2D were eliminated taking into consideration the cost, physical geometric constraints, traffic disruption, construction staging issues, and environmental impacts of these alternatives. A new alternative (2E) was developed after the three alternatives were eliminated. Upon further review by the project development team, alternative 2A was selected as it has the least ROW impacts to the community in addition to other technical advantages. Subsequent to the environmental approval of the Project, the selected alternative was further revised to reduce the footprint of the Project based on a Supplemental Traffic Operations Report prepared in 2016. The revised alternative further reduces the number of properties that need to be acquired for the Project by avoiding the public school and private properties south of Orange Street and along Slover Avenue. The current design minimizes the property required for the Project, but still requires partial acquisitions, permanent easements, and temporary construction easements in some areas. County RESD has had numerous communications with the property owners about their needs in order to design the Project in a manner that causes the least private injury while accomplishing the greatest public good through construction of the Project.

**3. The property interests sought to be acquired are necessary for the Project.**

While some of the Project is being constructed within existing ROW, some acquisitions from the subject properties is needed to allow for existing roadbed widening, bridge replacement, sound walls, drainage systems, and required utility relocations. For the subject properties, the following ROW interests are required:

- Wuo Trust Property: A partial fee acquisition and a temporary construction easement are needed from the Wuo Trust Property. The partial fee acquisition is needed for road pavement widening and relocation of sidewalk along Cedar Avenue. The temporary construction easement is needed for grading and reconstruction of the existing driveway and sidewalk.
- Toman Trust Property: A temporary construction easement is needed for construction of a soundwall along the westbound on-ramp of I-10 Cedar Avenue interchange, and temporary access through the vacant property for soundwall construction.

**4. Offers required by Section 7267.2 of the Government Code have been made to the owner or owners of record.**

The permanent and temporary rights needed from properties listed below were appraised and offers for the full amount of the appraisals were made to the owner or owners of record in accordance with Section 7267.2 of the Government Code.

- The offer for the Wuo Trust Property was sent on September 16, 2020.
- The offer for the Toman Trust Property was sent on September 17, 2020.

San Bernardino County Transportation Authority

## Board of Directors Metro Valley Study Session Agenda Item

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Upon completion of the Project, SBCTA will transfer property interests acquired for this Project to the County for those real property interests that will be incorporated into the County facility.

***Financial Impact:***

This item is consistent with the Fiscal Year 2020/2021 Budget under Task No. 0830 Interchange Projects, Sub-Task No. 0897 I-10 Cedar Avenue Interchange.

***Reviewed By:***

This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel has reviewed this item and the draft resolutions.

***Responsible Staff:***

Timothy Byrne, Project Delivery Manager

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Approved

Board of Directors Metro Valley Study Session

Date: November 12, 2020

Witnessed By:

San Bernardino County Transportation Authority

# I-10 CEDAR AVENUE INTERCHANGE IMPROVEMENT PROJECT

## RESOLUTION OF NECESSITY FOR PROJECT RIGHT-OF-WAY

Presenter: Tim Byrne  
SBCTA Project Delivery Manager

Metro Valley Study Session  
November 12, 2020

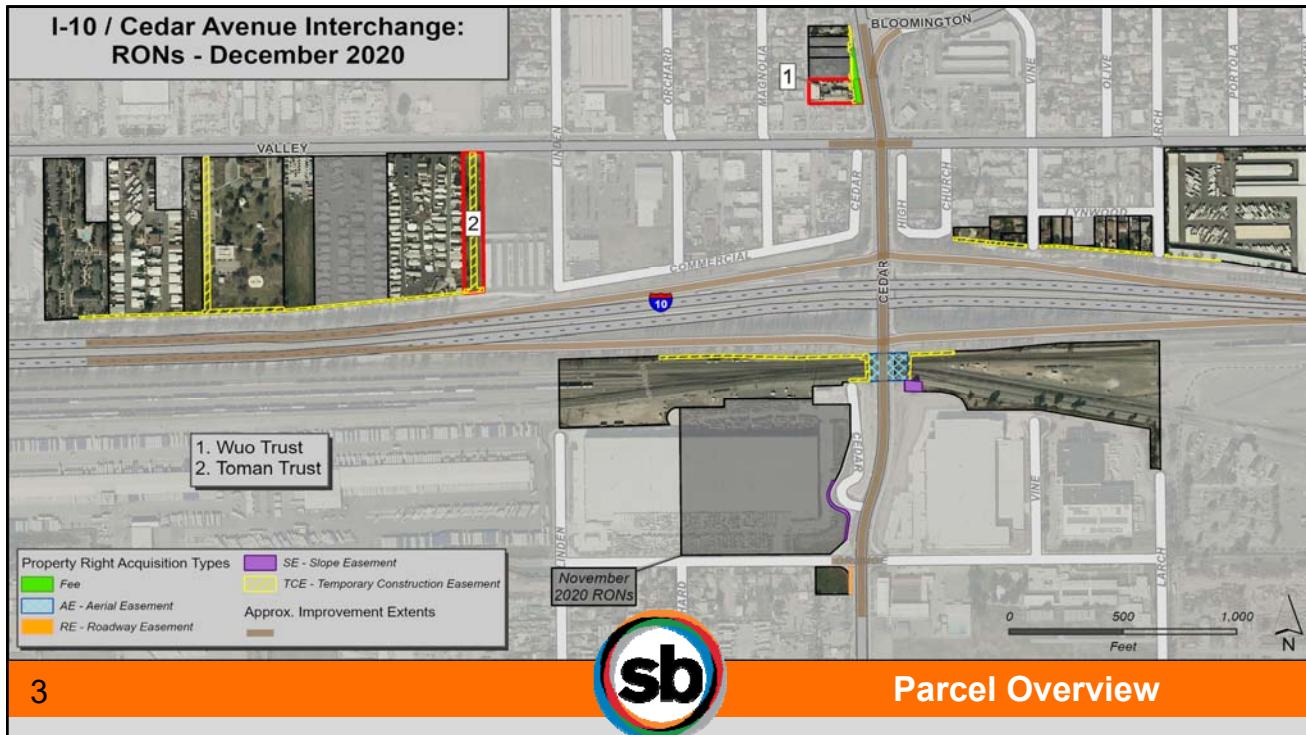
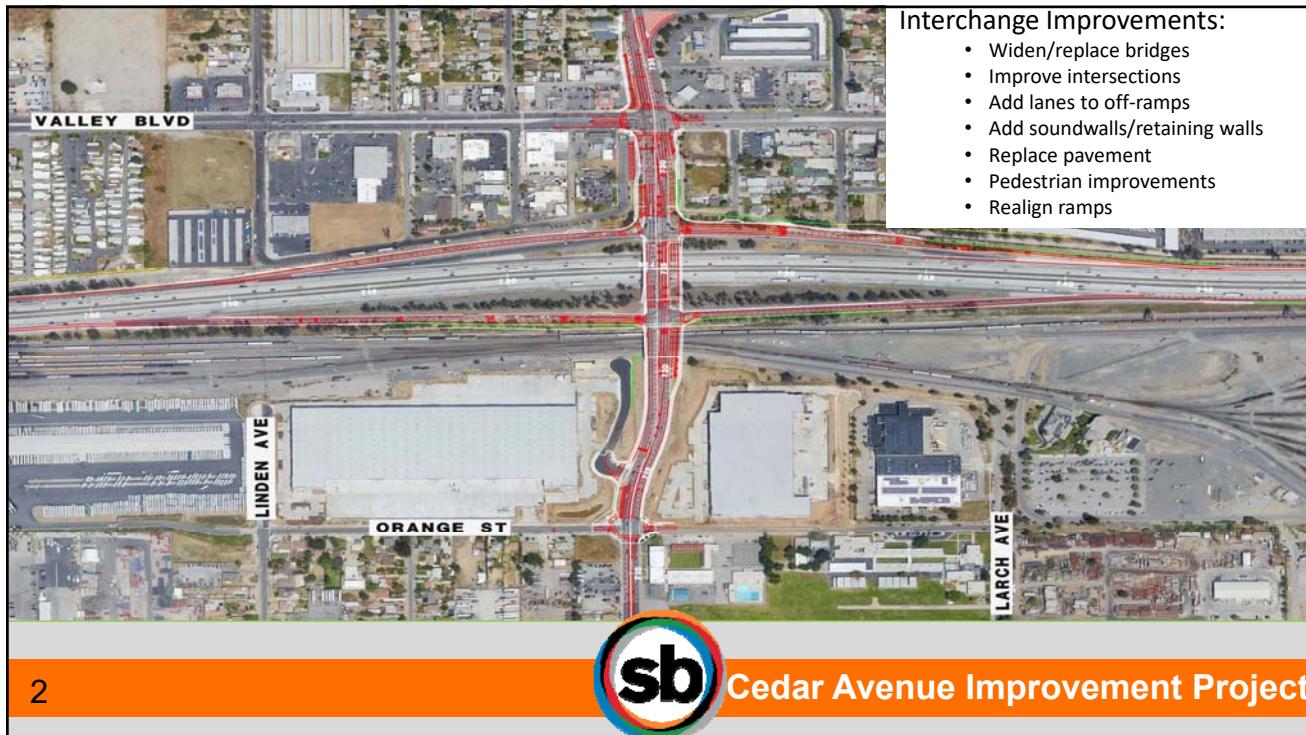


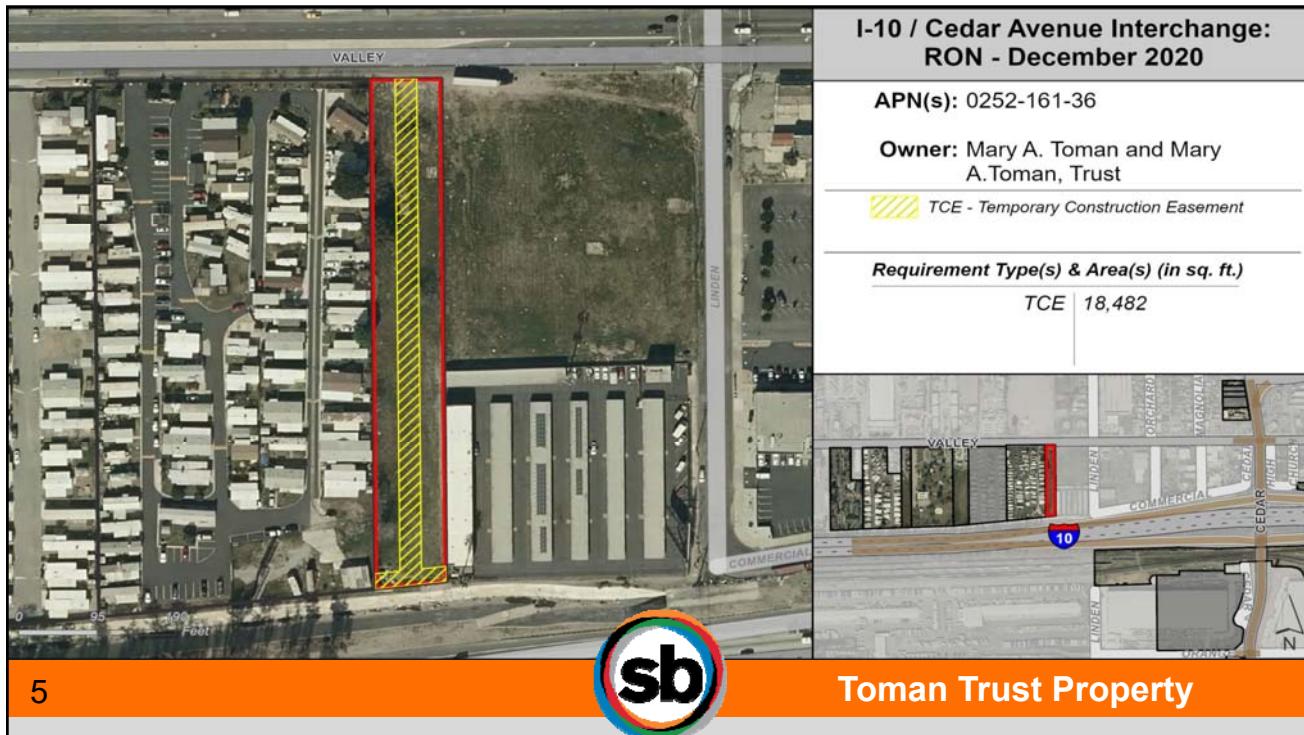
San Bernardino County  
Transportation Authority

### SBCTA IS REQUESTED TO MAKE THE FOLLOWING FINDINGS:

1. The public interest and necessity require the proposed project
2. The project is planned or located in a manner that will be most compatible with the greatest public good and the least private injury
3. The real property to be acquired is necessary for the project
4. The offer of just compensation has been made to the property owner







Item No.	Ownership	Date of First Contact	Mailings	In Person Meetings	Phone Contacts	E-Mails	Attorney Contacts	Unsuccessful Contacts *	Total
B.	Wuo Trust	1/24/2020	1	1	2	6		0	10
C.	Toman Trust	1/27/2020	5	0	6	0		6	11
* Property visit, phone call and/or email with no response									
Communication as of November 1, 2020									

sb

6 Communication Summary

Item	Ownership	Offer Date
B.	Wuo Trust	9/16/2020
C.	Toman Trust	9/17/2020
7		
sb		
Offer of Just Compensation		

**SBCTA ADOPT A RESOLUTION OF NECESSITY  
BASED ON THE FOLLOWING FINDINGS:**

1. The public interest and necessity require the proposed project
2. The project is planned or located in a manner that will be most compatible with the greatest public good and the least private injury
3. The real property to be acquired is necessary for the project
4. The offer of just compensation has been made to the property owner

8

**Staff Recommendation**

**THANK YOU**



## ***Minute Action***

### AGENDA ITEM: 10

***Date:*** *November 12, 2020*

***Subject:***

Interstate 10 Alabama - Amendment No. 1 to Contract No. 16-1001516

***Recommendation:***

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

- A. Approve Amendment No. 1 to Contract No. 16-1001516 with Associated Civil & Transportation Consulting Engineers, Inc. dba Advanced Civil Technologies to extend the contract through December 31, 2023, for their engineering and construction support services for the Interstate 10 Alabama Street Interchange Project, and to correct the name of the consultant erroneously identified in the contract.
- B. As the recommended termination date extends Contract No. 16-1001516 beyond the five-year maximum term defined in Contracting and Procurement Policy No. 11000, waive the five-year maximum contract term.

***Background:***

In February 2017, Associated Civil & Transportation Consulting Engineers, Inc. dba Advanced Civil Technologies (Consultant) was awarded Contract No. 16-1001516 (Contract) for Professional Services for the Project Study Report (PSR), Project Approval and Environmental Document (PA/ED), Plans, Specifications, and Estimates (PS&E), and Design Support Services for the Right-of-Way (ROW) Engineering and Construction phases for the Interstate 10 (I-10) Alabama Street Interchange Project (Project).

On September 1, 2020, a contingency amount of \$128,585.70, was released under Contingency Amendment 0A for additional land surveying work, revisions to the PS&E, and Environmental Revalidation due to the change in field conditions as a result of the California Department of Transportation (Caltrans) maintenance project.

The Project design was put on hold due to a funding shortfall when the 65% PS&E was estimating that the construction capital cost would be \$1.34 million higher than the original estimate per the 2015 feasibility study. Due to the additional time required to secure additional funding from the City of Redlands and the County of San Bernardino, as well as getting approval from Caltrans for additional State Highway Operations and Protection Program (SHOPP) funds, the Project was delayed by 8 months. In addition, the original Contract did not fully account for the design support services needed during the construction duration and closeout.

Based on the current Project schedule, it is anticipated that the project will be ready to list in March 2021, and complete for beneficial use by May 2022. Amendment No. 1 to Contract No. 16-1001516 is to extend the expiration date of the Contract from December 31, 2020 to December 31, 2023, to cover construction as-built preparation and closeout activities and contingency for unforeseen construction delays. The amendment will also correct the name of

*Entity: San Bernardino County Transportation Authority*

## Board of Directors Metro Valley Study Session Agenda Item

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the Consultant erroneously identified in the Contract and document the Consultant's formal assumption of all rights and obligations under the Contract.

Per San Bernardino County Transportation Authority (SBCTA) Contracting and Procurement Policy No. 11000, the maximum term for procurement contracts shall be five years unless otherwise authorized by the SBCTA Board of Directors (Board). Per Policy No. 11000, Contract No. 16-1001516 will extend beyond the five-year maximum with the recommended extension. Board authorization is sought to waive the five-year maximum contract term provision to ensure continuity with the Project team to successfully complete and closeout the Project.

***Financial Impact:***

This item is consistent with the Fiscal Year 2020/2021 Budget under Task No. 0830 Interchange Projects, Sub-Task No. 0895 I-10 Alabama Street Interchange.

***Reviewed By:***

This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft amendment.

***Responsible Staff:***

Timothy Byrne, Project Delivery Manager

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Approved

Board of Directors Metro Valley Study Session

Date: November 12, 2020

Witnessed By:

## Contract Summary Sheet

10.a

## General Contract Information

Contract No: 16-1001516 Amendment No.: 1

Contract Class: Payable Department: Project Delivery

Vendor No.: 03260 Vendor Name: Associated Civil &amp; Transportation Consulting Engineers, Inc. dba Advanced Civil Technologies

Description: PSR/PDS, PA/ED, PS&amp;E, Design Support for ROW and Construction Phases

List Any Related Contract Nos.: 17-1001603

Dollar Amount					
Original Contract	\$ 1,650,000.03	Original Contingency	\$ 165,000.00		
Prior Amendments	\$ 128,585.70	Prior Amendments	\$ (128,585.70)		
Current Amendment		Current Amendment	\$ -		
<b>Total/Revised Contract Value</b>	<b>\$ 1,778,585.73</b>	<b>Total Contingency Value</b>	<b>\$ 36,414.30</b>		
<b>Total Dollar Authority (Contract Value and Contingency)</b>				\$ 1,815,000.03	

## Contract Authorization

Board of Directors Date: 12/02/2020 Committee Item #

## Contract Management (Internal Purposes Only)

Other Contracts	Sole Source? <u>No</u>	No Budget Adjustment
Local	Design	

## Accounts Payable

Estimated Start Date: 02/01/2017 Expiration Date: 12/31/2020 Revised Expiration Date: 12/31/2023

NHS: Yes

QMP/QAP: Yes

Prevailing Wage: Yes

Total Contract Funding: \$ 1,778,585.73 Total Contingency: \$ 36,414.30

Sub-Fund	Prog	Task	Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding:	Total Contingency:
GL: 4120	40	0830	0895	52005	41100000	620	MSI	880,399.94	18,025.08
GL: 6010	40	0830	0895	52005	42418006	620	City of Redlands	898,185.79	18,389.22
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-

Heng Chow

Project Manager (Print Name)

Tim Byrne

Task Manager (Print Name)

Additional Notes: \$128,585.70 contingency was released under Contingency Amendment No. 0A executed on 9/1/2020.

**AMENDMENT NO. 1 TO CONTRACT NO. 16-1001516**  
**AND ASSUMPTION OF CONTRACT**  
**FOR**  
**PREPARATION OF PROJECT STUDY REPORT/PROJECT DEVELOPMENT SUPPORT (PSR/PDS), PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT (PA/ED), PLANS, SPECIFICATIONS AND ESTIMATES (PS&E), AND PROVIDE SUPPORT SERVICES FOR RIGHT-OF-WAY ENGINEERING AND CONSTRUCTION PHASES OF THE ALABAMA STREET IMPROVEMENT PROJECT IN THE CITY OF REDLANDS BETWEEN ORANGE TREE LANE AND INDUSTRIAL PARK**

**(ASSOCIATED CIVIL & TRANSPORTATION CONSULTING ENGINEERS, INC. dba ADVANCED CIVIL TECHNOLOGIES)**

This AMENDMENT No. 1 to Contract No. 16-1001516 (Contract) is made by and between the San Bernardino County Transportation Authority ("SBCTA") and Associated Civil & Transportation Consulting Engineers, Inc. dba Advanced Civil Technologies, erroneously identified in the Contract as Advanced Civil Technologies ("CONSULTANT"). SBCTA and CONSULTANT are each a "Party" and collectively the "Parties" herein.

**RECITALS:**

- A. The parties entered into Contract No. 16-1001516 on February 1, 2017, settings forth the terms and conditions for the Contract.
- B. A contingency amount of \$128,585.70 was released under Contingency Amendment 0A executed on September 1, 2020. The revised not to exceed Contract amount is now \$1,778,585.73 and the revised CONSULTANT fixed fee is now \$83,583.12.
- C. SBCTA and CONSULTANT desire to extend the contract expiration date to December 31, 2023, to provide for completion of scope of work.
- D. The parties further desire to correct the name of Consultant erroneously identified in the Contract and document CONSULTANT's formal assumption of all rights and obligations under the Contract.

**NOW, THEREFORE**, the Parties agree to amend the Contract as follows:

- 1. CONSULTANT acknowledges and agrees that it was and is a true party to the Contract dated February 1, 2017, and agrees to formally assume all rights and obligations under the Contract as CONSULTANT.
- 2. All references in the Contract to Advanced Civil Technologies shall mean Associated Civil & Transportation Consulting Engineers, Inc. dba Advanced Civil Technologies.

3. Article 4 PERFORMANCE PERIOD, section 4.1 is deleted and replaced in its entirety to read as follows:

“This Contract shall go into effect on January 4, 2017 contingent upon approval by SBCTA’s Awarding Authority, and CONSULTANT shall commence work after written notification to proceed by SBCTA Procurement Analyst. The Contract shall end on December 31, 2023, unless extended by written amendment.”

4. The Recitals set forth above are incorporated herein by this reference.
5. Except as amended by this Amendment No. 1, all other provisions of the Contract, shall remain in full force and effect and are incorporated herein by this reference.
6. This Amendment No. 1 is effective upon execution by SBCTA.

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

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_

Frank J. Navarro  
Board President

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

Juanda L. Daniel  
Assistant General Counsel

CONCURRENCE:

By: \_\_\_\_\_

Jeffery Hill  
Procurement Manager

**CONSULTANT**

By: \_\_\_\_\_

Jamal Salman, PE  
Chief Financial Officer

Date: \_\_\_\_\_

## ***Minute Action***

### AGENDA ITEM: 11

**Date:** *November 12, 2020*

**Subject:**

State Route 60 Central Avenue Interchange Project - Amendment No. 4 to Cooperative Agreement No. 15-1001091 with the City of Chino

**Recommendation:**

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

Approve Amendment No. 4 to Cooperative Agreement No. 15-1001091 (R14050) with the City of Chino and revise the Project Funding Table to reflect an increased total project cost for construction capital and support activities, adding Trade Corridor Improvement Funds in the amount of \$8,638,000, decreasing the Measure I (Interchange Program) amount by \$2,618,450, and decreasing the City of Chino funds by \$3,537,012.

**Background:**

The State Route 60 (SR 60) Central Avenue Interchange Project (Project) will improve local traffic circulation and freeway access for the City of Chino (City) and the region by widening the existing bridge and providing ramp improvements.

On June 4, 2014, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved Cooperative Agreement No. 15-1001091 (R14050) with the City establishing the roles, responsibilities, and funding shares for the Project. According to the agreement, SBCTA would lead project delivery, including acquisition of Right-of-Way (ROW) and construction, and the City would provide oversight. Since then, the agreement has been amended to adjust estimated costs and project schedule as the project developed and to allow SBCTA to condemn property as needed to acquire all necessary rights to construct and operate the Project.

In June 2020, the Board approved a Baseline Agreement with the California Transportation Commission (CTC) to accept Trade Corridor Improvement Funds (TCIF) from program savings for the Project, with the final amount still to be determined. In June 2020, an amount of \$8,638,000 of TCIF was allocated by the CTC to the construction phase of this Project. Because these funds were essentially a grant of State funds, not due to SBCTA, the allocated funds would buy-down City and SBCTA shares of the construction phase. Amendment No. 4 to Cooperative Agreement No. 15-1001091, would reflect the addition of TCIF and a proportional reduction of Measure I and City funds. Additionally, this amendment also reflects the construction bid amount and updated construction capital costs which includes the construction contract, supplemental costs, agency furnished materials, and contingency. The construction bid came in approximately \$2 million, or 7%, higher than the estimate used for Amendment No. 3 of the agreement. This amendment also includes an increase of \$200,000 to SBCTA project management and construction management costs. This additional amount includes an anticipated increase in project administration costs and contingencies for a higher level of coordination with adjacent projects led by the California Department of Transportation (Caltrans), which were delayed and will now be in construction, concurrent with the Project. The funding table in

*Entity: San Bernardino County Transportation Authority*

## Board of Directors Metro Valley Study Session Agenda Item

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Amendment No. 4 to Cooperative Agreement No. 15-1001091 with the City of Chino, would increase the TCIF amount by \$8,638,000, decrease the Measure I (Interchange Program) amount by \$2,618,450, and decrease City funds by \$3,537,012. Staff recommends approval of this item to update the SBCTA/City cooperative agreement to accurately reflect current Project costs and funding.

***Financial Impact:***

This item is consistent with the Fiscal Year 2020/2021 Budget under Task No. 0830 Interchange Projects, Sub-Task No. 0893 SR 60 Central Avenue Interchange.

***Reviewed By:***

This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel and Risk Manager have reviewed this item and the draft amendment.

***Responsible Staff:***

Paul Melocoton, Project Manager

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Approved

Board of Directors Metro Valley Study Session

Date: November 12, 2020

Witnessed By:

## Contract Summary Sheet

11.a

## General Contract Information

Contract No: 15-1001091-R14050 Amendment No.: 4  
 Contract Class: Receivable Department: Project Delivery  
 Customer ID: 00487 Customer Name: City Of Chino  
 Description: Preliminary Engineering, Environmental, Right-of-Way, PS&E and construction for SR 60 Central Ave

List Any Accounts Payable Related Contract Nos.: C14045 (15-1001251)

Dollar Amount			
Original Contract	\$ 12,493,964.00	Original Contingency	\$ -
Prior Amendments	\$ 7,559,564.00	Prior Amendments	\$ -
Current Amendment	\$ (3,537,011.68)	Current Amendment	\$ -
<b>Total/Revised Contract Value</b>	<b>\$ 16,516,516</b>	<b>Total Contingency Value</b>	<b>\$ -</b>
<b>Total Dollar Authority (Contract Value and Contingency)</b>			<b>\$ 16,516,516</b>

## Contract Authorization

Board of Directors Date: 12/02/2020 Committee Item #                   

## Contract Management (Internal Purposes Only)

Local	Funding Agreement		Accounts Receivable				
Total Contract Funding:	\$ 16,516,516		Funding Agreement No: 15-1001091				
Beginning POP Date:	06/04/2014		Ending POP Date:	TBD			
Expiration Date:	12/31/2039		Final Billing Date: TBD				
GL:	6010	40	0830	0893	Revenue	Total Contract Funding:	
GL:					42405002	16,516,516	
GL:							-
GL:							-
GL:							-
GL:							-

Paul Melocoton

Project Manager (Print Name)

Paula Beauchamp

Task Manager (Print Name)

Additional Notes:

## AMENDMENT NO. 4 TO AGREEMENT NO. R14050

### FOR

#### **PLANNING, PROJECT REPORT AND ENVIRONMENTAL DOCUMENT, PLANS, SPECIFICATIONS AND ESTIMATES (PS&E), RIGHT OF WAY (ROW), AND CONSTRUCTION PHASES FOR THE INTERCHANGE AT CENTRAL AVENUE AND STATE ROUTE 60 IN THE CITY OF CHINO**

#### **(CITY OF CHINO)**

THIS AMENDMENT No. 4 (AMENDMENT) is made and entered into by and between the San Bernardino County Transportation Authority (SBCTA) and the City of Chino (CITY). SBCTA and CITY may be collectively referred to herein as PARTIES.

#### **RECITALS**

- A. PARTIES entered into Cooperative Agreement No. R14050 (AGREEMENT) on July 15, 2014 to delineate roles, responsibilities, and funding commitments relative to the Project Management, Planning, Environmental, PS&E, ROW, and Construction activities of the Interchange at Central Avenue and State Route 60 in the City of Chino (PROJECT); and
- B. On November 29, 2017, PARTIES amended AGREEMENT to authorize SBCTA to acquire properties needed for PROJECT by Eminent Domain if necessary and require CITY to accept conveyances of PROJECT acquired right of way within CITY's jurisdictional boundaries conveyed by AUTHORITY; and
- C. On February 7, 2019, PARTIES amended AGREEMENT to adjust total estimated cost of PROJECT to \$31,705,573; and
- D. On March 4, 2020, PARTIES amended AGREEMENT to adjust total estimated cost of PROJECT to \$33,649,197; and
- E. In June 2020, state Trade Corridor Improvement Fund (TCIF) funds were programmed to PROJECT as buy-down for CITY and SBCTA shares; and
- F. On June 25, 2020, the California Transportation Commission (CTC) allocated \$8,638,000 to PROJECT; and
- G. PARTIES desire to amend AGREEMENT to reflect the addition of TCIF funds and proportional reduction of Measure I and City funds, as well as to define funding responsibilities for the estimated cost increase of PROJECT.

**IT IS THEREFORE MUTUALLY AGREED TO AMEND THE AGREEMENT AS FOLLOWS:**

1. Replace Revised Attachment A in its entirety with the attached Revised Attachment A.4.
2. The Parties understand that PROJECT costs provided in this Amendment No. 4 is an estimate and there is a potential for cost increases or decreases. If a cost increase becomes apparent, PARTIES agree to work in good faith to amend AGREEMENT.
3. The recitals of this Amendment No. 4 are incorporated into AGREEMENT by reference.
4. All other provisions of AGREEMENT, and amendments thereto, shall remain in full force and effect and are incorporated into this Amendment No. 4.
5. This Amendment No. 4 is effective on the date signed by AUTHORITY.
6. This Amendment No. 4 may be signed in counterparts, each of which shall constitute an original.

-----SIGNATURES ON THE FOLLOWING PAGE-----

**IN WITNESS WHEREOF**, the PARTIES have duly executed this Amendment No. 4 below.

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_

Frank J. Navarro  
President, Board of Directors

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

Julianne Tillquist  
General Counsel

**CITY OF CHINO**

By: \_\_\_\_\_

Matthew Ballantyne  
City Manager

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

Fred Galante  
City Attorney

APPROVED AS TO CONTENT:

By: \_\_\_\_\_

Amer Jakher  
Director of Public Works

ATTEST:

By: \_\_\_\_\_

Angela Robles  
City Clerk

## Revised Attachment A.4

### PROJECT DESCRIPTION

AUTHORITY and CITY propose to widen the existing SR-60 Central Avenue Bridge Overcrossing, widen both eastbound and westbound on-ramps to two general purpose lanes and one High Occupancy Vehicle Lane preferential lane, construct retaining walls along both eastbound and westbound on-ramps, construct stormwater facilities, and replacement landscaping.

### PROJECT FUNDING TABLE

Public Share: 41.2%

Nexus Development Impact Fee Share (DIF, “Development Share”): 58.8%

Local Jurisdictional Split of the DIF Share between Chino, San Bernardino County, and Montclair.

Public Share is AUTHORITY’s contribution. Development Share is CITY’s contribution.

Phase	Estimated Cost	Public Share	Buy-Down	Development Share
Project Study Report	\$444,500	\$183,134		\$261,366
Project Report and Environmental Approval	\$637,999	\$262,856		\$375,143
Plans, Specifications, and Estimates	\$1,898,356	\$782,123		\$1,116,233
Right of Way Acquisition	\$711,023	\$292,941		\$418,082
Construction & Construction Management	\$31,257,857	\$9,319,381	\$8,638,000	\$13,300,476
Landscape Maintenance	\$332,000	\$136,784		\$195,216
AUTHORITY Project Management	\$850,000	\$0		\$850,000
<b>TOTAL</b>	<b>\$36,131,735</b>	<b>\$10,977,219</b>	<b>\$8,638,000</b>	<b>\$16,516,516</b>

### PROJECT SCHEDULE

Milestones	Estimated Completion Date
Environmental Approval	January 2018
Plans, Specifications, and Estimates Approval	June 2020
Right of Way Certification	June 2020
Construction Start	January 2021
Completion for Beneficial Use and Begin One-Year Landscape Plant Establishment	July 2022
Begin Four-Year Landscape Maintenance	July 2027

# BOARD OF DIRECTORS METRO VALLEY STUDY SESSION ATTENDANCE - 2020

## VALLEY BOARD MEMBER ATTENDANCE

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
<b>Eunice Ulloa</b> City of Chino		X*	X	X	X	X		X	X	X		
<b>Ray Marquez</b> City of Chino Hills		X	X	X	X	X		X	X	X		
<b>Frank Navarro</b> City of Colton		X	X	X	X	X		X	X	X		
<b>Aquanetta Warren</b> City of Fontana		X	X	X	X	X		X	X	X		
<b>Darcy McNaboe</b> City of Grand Terrace		X	X	X	X	X		X	X	X		
<b>Larry McCallon</b> City of Highland		X	X	X	X	X		X	X	X		
<b>Rhodes 'Dusty' Rigsby</b> City of Loma Linda		X	X	X	X							
<b>John Dutrey</b> City of Montclair		X	X	X	X	X		X	X	X		
<b>Alan Wapner</b> City of Ontario		X	X	X	X	X		X	X	X		
<b>L. Dennis Michael</b> City of Rancho Cucamonga		X		X	X	X			X	X		
<b>Toni Momberger</b> City of Redlands		X		X	X	X		X	X	X		
<b>Deborah Robertson</b> City of Rialto					X				X	X		
<b>John Valdivia</b> City of San Bernardino		X	X	X	X	X		X	X			
<b>Debbie Stone</b> City of Upland						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.  
 Shaded box = No meeting

## BOARD OF DIRECTORS METRO VALLEY STUDY SESSION ATTENDANCE - 2020

### VALLEY BOARD MEMBER ATTENDANCE (Cont.)

<b>David Avila</b> City of Yucaipa			X	X		X		X	X	X		
<b>Curt Hagman</b> Board of Supervisors		X	X	X	X	X		X	X	X		
<b>Dawn Rowe</b> Board of Supervisors		X	X	X	X	X		X	X	X		
<b>Janice Rutherford</b> Board of Supervisors				X	X	X		X	X	X		
<b>Josie Gonzales</b> Board of Supervisors			X	X	X				X			

### MOUNTAIN/DESERT BOARD MEMBER ATTENDANCE

<b>Art Bishop</b> Town of Apple Valley				X		X		X	X			
<b>Bill Jahn</b> City of Big Bear Lake		X	X	X	X	X		X	X	X		
<b>Julie McIntyre</b> City of Barstow						X						
<b>Rebekah Swanson</b> City of Hesperia						X						
<b>Rick Denison</b> Town of Yucca Valley			X	X	X	X		X		X		

\*\*The intent of this study session is to consider matters within the Valley Subarea. However, the meeting is open to participation from representatives of the Mountain/Desert Subarea. Absenteeism will only be attributed to those representatives from the Valley Subarea.

X = member attended meeting. \* = alternate member attended meeting. Empty box = Did not attend meeting. Crossed out box = not a Board Member at the time.  
Shaded box = No meeting

This list provides information on acronyms commonly used by transportation planning professionals. This information is provided in an effort to assist Board Members and partners as they participate in deliberations at 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. 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 21 <sup>st</sup> 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



## MISSION STATEMENT

Our mission is to improve the quality of life and mobility in San Bernardino County. Safety is the cornerstone of all we do.

We achieve this by:

- Making all transportation modes as efficient, economical, and environmentally responsible as possible.
- Envisioning the future, embracing emerging technology, and innovating to ensure our transportation options are successful and sustainable.
- Promoting collaboration among all levels of government.
- Optimizing our impact in regional, state, and federal policy and funding decisions.
- Using all revenue sources in the most responsible and transparent way.

Approved December 4, 2019