

## **AGENDA**

### **Board of Directors Metro Valley Study Session**

**October 14, 2021**

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

**Location**

San Bernardino County Transportation Authority  
*First Floor Lobby Board Room*  
1170 W. 3rd Street, San Bernardino, CA 92410

***Board of Directors***

**Valley Representatives**

**Study Session Chair**

Dawn Rowe, Supervisor  
Third District

**Study Session Vice-Chair**

John Valdivia, Mayor  
City of San Bernardino

Eunice Ulloa, Mayor  
City of Chino

Ray Marquez, Vice Mayor  
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 Pro Tem  
City of Highland

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

John Dutrey, Mayor  
City of Montclair

Alan Wapner, Mayor Pro Tem  
City of Ontario

L. Dennis Michael, Mayor  
City of Rancho Cucamonga

Paul Barich, Mayor  
City of Redlands

Deborah Robertson, Mayor  
City of Rialto

Carlos A. Garcia, Council Member  
City of Upland

David Avila, Council Member  
City of Yucaipa

**Mountain/Desert Representatives**

Daniel Ramos, Mayor Pro Tem  
City of Adelanto

Art Bishop, Council Member  
Town of Apple Valley

Paul Courtney, Mayor  
City of Barstow

Rick Herrick, Mayor  
City of Big Bear Lake

Cameron Gregg, Mayor  
City of Hesperia

Edward Paget, Vice Mayor  
City of Needles

Joel Klink, Council Member  
City of Twentynine Palms

Debra Jones, Mayor  
City of Victorville

Rick Denison, Council Member  
Town of Yucca Valley

**County Board of Supervisors**

Paul Cook, First District

Janice Rutherford, Second District

Curt Hagman, Fourth District

Joe Baca, Jr., 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**

**October 14, 2021  
9:30 AM**

**Location**

**First Floor Lobby Board Room  
1170 W. 3rd Street, San Bernardino, CA 92410**

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 Dawn Rowe)

- i. Pledge of Allegiance
- ii. Attendance
- iii. Announcements
- iv. Agenda Notices/Modifications – Ana Arellano

**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**

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: Henry Stultz**

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

## **DISCUSSION ITEMS**

### **Discussion - Project Delivery**

#### **3. 2022 Board of Directors Metro Valley Study Session Meeting Schedule**

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Approve the 2022 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.**

#### **4. Major Projects Status Report through September 2021**

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Receive the Major Projects Status Report for the period through September 2021.

**Presenter: Paula Beauchamp**

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

#### **5. Update to the Reorganization of the Project Delivery and Toll Operations Department**

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Receive a status update on the reorganization 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.**

#### **6. Appointment of Agency Engineer for Project Delivery Department**

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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:

Appoint Director of Project Delivery, Henry Stultz, Registered Civil Engineer, to serve as the San Bernardino County Transportation Authority Engineer for purposes related to the delivery of the Major Projects Program, including requirements related to the approval of Federal and State funding applications.

**Presenter: Paula Beauchamp**

**This item was not previously reviewed by any policy committee or technical advisory committee.**

**7. State Route 210 Lane Addition and Base Line Road Interchange Project Design Contract Amendment for Time Extension**

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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. 3 to Contract No. 15-1001231 with AECOM Technical Services, Inc., to extend the contract through December 31, 2024, for Professional Engineering and Construction Support Services for the State Route 210 Lane Addition and Base Line Road Interchange Project.

B. Approve waiver of the five (5) year maximum contract duration in Policy No. 11000, and authorize extension of the contract duration beyond the five (5) year limit.

**Presenter: Dennis Saylor**

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

**8. Award Construction Management Services Contract No. 21-1002534 for the Interstate 215 Bi-County Landscaping Project**

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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. Award Contract No. 21-1002534 with TRC Engineers, Inc., for Construction Management Services for the Interstate 215 Bi-County Landscaping Project (Project) in an amount not-to-exceed \$1,349,347.25 for a term through October 31, 2028.

B. Approve contingency in the amount of \$134,934.73, for Contract No. 21-1002534 to be released in accordance with Policy No. 11000, VII.B.6.

**Presenter: Kristi Harris**

**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.**

**Discussion - Transportation Programming and Fund Administration**

**9. 2021 Update to the 10-Year Delivery Plan - Valley Freeway Interchange Program**

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Receive an update and provide direction on the 2021 Update to the 10-Year Delivery Plan for the Valley Freeway Interchange Projects Program.

**Presenter: Andrea Zureick**

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

**Public Comment**

Brief Comments from the General Public

**Comments from Board Members**

Brief Comments from Board Members

## **ADJOURNMENT**

### **Additional Information**

Attendance

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Acronym List

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Mission Statement

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The next Board of Directors Metro Valley Study Session is scheduled for November 10, 2021.

## **Meeting Procedures and Rules of Conduct**

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

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

**Agendas** – All agendas are posted at 1170 W. 3rd Street, 1st Floor, San Bernardino at least 72 hours in advance of the meeting. Staff reports related to agenda items may be reviewed at the SBCTA offices located at 1170 W. 3rd Street, 2nd Floor, San Bernardino and our website: [www.gosbcta.com](http://www.gosbcta.com).

**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** – Members of the public are afforded an opportunity to speak on any listed item. Individuals wishing to address the Board of Directors or Policy Committee Members should complete a "Request to Speak" form, provided at the rear of the meeting room, and present it to the Clerk prior to the Board's consideration of the item. A "Request to Speak" form must be completed for each item an individual wishes to speak on. When recognized by the Chair, speakers should be prepared to step forward and announce their name and address for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The Chair or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations. Members of the public requesting information be distributed to the Board of Directors must provide 40 copies of such information in advance of the meeting, except for noticed public hearings. Information provided as public testimony is not read into the record by the Clerk.

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

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

**Public Comment** – At the end of the agenda, an opportunity is also provided for members of the public to speak on any subject within the Board's authority. Matters raised under "Public Comment" may not be acted upon at that meeting. "Public Testimony on any Item" still 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 leave the meeting or to be removed from the 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, failing to relinquish the podium when requested to do so, bringing into the meeting any type of object that could be used as a weapon, including without limitation sticks affixed to signs, 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:*** *October 14, 2021*

***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	19-1002181	Granite Construction Company <i>Joseph P. Richardson</i>	Alcorn Fence Company Chrisp Company Drill Tech Drilling & Shoring Ferreira Construction Co., Inc. Integrity Rebar Placers Marina Landscape Statewide Traffic & Safety Signs
	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. Maneri Traffic Control, Inc. Penhall Company

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

## Board of Directors Metro Valley Study Session Agenda Item

October 14, 2021

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2 Cont'			TreeSmith Enterprises, Inc. Universal Construction
	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.
	20-1002290	SEMA Construction, Inc. <i>Joshua Clyne</i>	Alcorn Fence Company Amber Steel Co. Cal Stripe, Inc. Ferreira Construction Co, Inc. Hardy & Harper, Inc. Malcolm Drilling Company, Inc. Marina Landscape, Inc. Statewide Traffic Safety & Signs, Inc.
7	15-1001231	AECOM Technical Services, Inc. <i>Jeff Chapman</i>	Psomas Tatsumi
8	21-1002534	TRC Engineers, Inc. <i>Edward Durazo</i> <i>Steve Quezada</i> <i>Matt Tsugawa</i>	Dynamic Engineering Services, Inc. Geocon West, Inc. Guida Surveying, Inc. Meadows Consulting

**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:**

Henry Stultz, Director of Project Delivery

Approved  
Board of Directors Metro Valley Study Session  
Date: October 14, 2021

Witnessed By:

## ***Minute Action***

### AGENDA ITEM: 2

***Date:*** *October 14, 2021*

***Subject:***

Construction Contract Change Orders to On-Going Construction Contracts

***Recommendation:***

Receive and file Change Order Report.

***Background:***

San Bernardino County Transportation Authority has thirteen (13) on-going construction contracts, of which four (4) have had Construction Change Orders (CCOs) approved since the last reporting to the Board of Directors Metro Valley Study Session on September 9, 2021. The CCOs are listed below.

A. Contract No. CN 19-1002181 with Granite Construction Company, for the Archibald Avenue Improvements Project at State Route 60, Bid Build Contract: CCO No. 36 (\$98,911.97 increase to Revise Stage Construction and Replace Pavement Types), and CCO No. 38 (\$20,000 increase for Dispute Resolution – Profile Grinding Pavement).

B. Contract No. CN 19-1002078 with Guy F. Atkinson Construction, LLC, for the State Route 210 Lane Addition, Base Line I/C and Pavement Rehabilitation: CCO No. 43 (\$15,000 increase for Base Line Driveway Changes), and CCO No. 48 (\$5,995 increase for Soundwall 981 Tree Removal).

C. Contract No. CN 18-1001966 with Traylor Granite Joint Venture, for the Mount Vernon Viaduct Design Build Project: CCO No. 3, Supplemental 3 (\$27,744.36 increase for Temporary Railroad Crossing), and CCO No. 10 (\$377,389.28 increase for Added Utilities Work at Kingman Street).

D. Contract No. CN 20-1002290 with SEMA Construction, Inc., for Interstate 10 University Street Improvement Project: CCO No. 2 (\$10,000 increase to Maintain Traffic).

***Financial Impact:***

This item imposes no financial impact, as all CCOs are within previously approved contingency amounts under: Task No. 0830 Interchange Projects, Sub-Task No. 0887 SR 210/Lane Addition, Base Line I/C and Pavement Rehabilitation, Sub-Task No. 0894 SR 60/Archibald I/C, Sub-Task No. 0899 I-10/University Street Improvement Project. Task No. 0840 Grade Separation Project, Sub-Task No. 0827 Mount Vernon Viaduct Design Build Project.

***Reviewed By:***

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

***Responsible Staff:***

Henry Stultz, Director of Project Delivery

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Board of Directors Metro Valley Study Session  
Construction Change Orders Log

<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
4	Maintain Existing Electrical Systems	\$15,000.00
5	Staging Changes	(\$267.57)
6	Partnering	\$20,000.00
7	SWPPP Maintenance	\$25,000.00
10	Removal of Man-Made-Buried-Object	\$8,500.00
11	Revised Retaining Wall Details	\$0.00
12	Modify Irrigation Removal Plan and Irrigation Details	\$77,416.59
13	Water Line Revisions	\$55,889.00
14	Conflicting Palm Trees Removal	\$10,000.00
15	Combine Stages 2 and 3 for Retaining Wall 16	\$0.00
16	Drainage Systems Modifications	\$33,942.75
18	Revised Closure Hours and Irrigation Crossover	\$9,000.00
19	Install Temporary Overhead Power Poles	\$6,000.00
20	Furnish Two Fire Hydrants	\$15,553.94
21	Provide Power to Existing Caltrans TMS Sign	\$72,750.69
22	Pavement Revisions	\$72,994.62
23	Pavement Revisions	(\$31,247.42)
24	Irrigation Valve Repair	\$5,000.00
26	Removal of Conflicting Trees	\$6,720.00
27	Abandon Conflicting Weigh In Motion System	\$36,028.10
28	Modify Existing Drainage Pipe and Structures	\$34,628.10
29	Modify Drainage Systems 10 and 11	(\$14,608.45)
31	Modify Conflicted Portion of Drainage System 17	\$35,000
32	Modify Drainage Systems 4 and 8	\$30,000
33	Install Video Detection Signal System at Archibald and Oak Hill Intersection	\$57,432.28
34	Relocation of the Double Close Detector Assembly at the Kuzina Property	\$18,000
<b>36</b>	<b>Revise Stage Construction and Replace Pavement Types</b>	<b>\$98,911.97</b>
37	Modify Existing Non-Standard Median Bull Nose	\$6,500
<b>38</b>	<b>Dispute Resolution – Profile Grinding Pavement</b>	<b>\$20,000</b>
<b>CCO TOTAL</b>		<b>\$ 749,144.70</b>
<b>TOTAL CONTINGENCY AND SUPPLEMENTAL</b>		<b>\$2,122,333.00</b>

Attachment: CCO Log (8020 : Construction Contract Change Orders MVSS2110)

**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>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
5 S-1	Revised Dispute Resolution Board Specifications	\$0.00
6	Federal Training Program	\$50,000.00
7	Storm Water Best Management Practice Maintenance	\$100,000.00
8	Existing Roadway Repair	\$80,000.00
8 S-1	Cold Mill and Overlay Shoulders	\$160,000.00
9	Bird Exclusionary Devices	\$50,000.00
10	Added Environmental Requirements	\$85,491.00
12	K-rail Relocation Due to A Public Incident	\$15,000.00
13	Revised Ramp Closure Charts	\$0.00
14	Revised Pile Layout for Retaining Wall 1021	\$24,312.00
15	Revisions to Santa Ana River Bridge Abutment 7-Right	\$4,035.00
16	Removal of Buried Man-Made Objects	\$75,000.00
17	Repair of Existing Irrigation Crossovers	\$20,000.00
18	Agency Provided Street Name Signs	(\$4,832.59)
19	Removal of Asbestos Shims at Sterling Ave Bridge	\$12,017.12
20	Approach Slab and Abutment Drainage Modifications	\$25,000.00
21	Deck Drain Grates	\$7,000.00
22	Remove Concrete Slab and Bollards at Gas Station	\$8,000.00
23	Added Temporary Fence	\$10,000.00
27	CIDH Foundation and Pile Quantity Adjustment	\$26,218.00
28	Revised Shop Drawings Submittal Requirements	\$0.00
29	Oil Price Fluctuation Adjustment	\$250,000.00
30	Just in Time (JIT) Training	\$5,000.00
31	Extend Irrigation Crossovers	\$127,323.00
32	Change in Treated Wood Waste Management	\$122,450.00
33	Additional Fiber Optic Pullboxes	\$127,658.33
35	CIDH Pile Quantity Increase	\$11,266.00
36	Deletion of RW 1033	(\$254,924.32)
37	Median Edge Drain Revisions	\$89,634.57
39	Add Pile Anchors	\$35,676.22
42	Removal of Thickened Asphalt Concrete	\$40,000.00
<b>43</b>	<b>Base Line Driveway Changes</b>	<b>\$15,000.00</b>
44	Resolve Dispute – Differing Site Condition at Retaining Wall #1036	\$435,396.70
<b>48</b>	<b>Soundwall 981 Tree Removal</b>	<b>\$5,995.00</b>
<b>CCO TOTAL</b>		<b>\$ 2,057,716.03</b>
<b>TOTAL CONTINGENCY AND SUPPLEMENTAL</b>		<b>\$34,927,690.07</b>

Attachment: CCO Log (8020 : Construction Contract Change Orders MVSS2110)

**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>SR 210 Pepper Avenue Interchange EEP – Executed Change Orders</b>		
Number	Description	Amount
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>		
Number	Description	Amount
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
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

**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

Attachment: CCO Log (8020 : Construction Contract Change Orders MVSS2110)



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>		
Number	Description	Amount
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
4 S-4	Remove Unsuitable Material	\$2,646.91
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
12	Modify Plants Group/Type	(\$6,968.44)
13	Delete Work at 16 <sup>th</sup>	(\$54,250.70)
13 S-1	Salvage Irrigation Equipment	\$1,676.15
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
18	Additional Gravel Mulch Quantities	\$21,508.05
<b>CCO TOTAL</b>		<b>\$362,649.23</b>
<b>TOTAL CONTINGENCY AND SUPPLEMENTAL</b>		<b>\$502,203.56</b>

<b>I-10 Corridor Contract 1</b>		
<b>Design Build – Executed Change Orders</b>		
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
4-S4	Executed Utility Agreements	\$0.00
5	Overhead Sign Location Change	\$0.00

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Amounts shown in parentheses represent a credit to the Agency

6	Modifications to Insurance and Subcontractor Requirements	\$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)
26	Euclid Eastbound Exit Ramp Ground Anchor Wall Limits	\$155,400.00
27	Reduced Speed Limit Requirements	\$260,000.00
28	Additional Toll Rate Dynamic Message Signs	\$290,900.00
29	Revised Maintenance Requirements for Specific Auxiliary Lanes	\$0.00
30	Right of Way and Utility Design Revisions	\$719,277.00
30 S-1	Utility Revisions near Monte Vista Avenue	\$617,905.00
31	Additional Design Revisions for Right-of-Way Changes	\$25,767.00
32	Clearing of the TCE and Pool Mitigation Work	\$30,380.00
33	Rock Curb Extension at Euclid Avenue	\$77,892.00
34	7th Street and 2nd Avenue Sidewalk Improvements	\$79,732.00
Jan 2021	BOD approves revised funding plan with contingency reduction	(21,400,000)
35	Revised TCS CCTV Camera System	\$76,517.00
37	Partnering Facilitator Payment	\$50,000.00
38	Emergency Property Fence Fix	\$1,631.00
39	I-10/I-15 North to West Connector – 55-hour Closure	\$0.00
40	55-Hour Closure, Storm And Deck Drains	\$730,000.00
41	Recessed Pavement Markers	\$6,384.00
42	Telecommunication Conduits/ROW Support	\$111,843.48
<b>CCO TOTAL</b>		<b>3,577,393.48</b>
<b>TOTAL CONTINGENCY AND SUPPLEMENTAL</b>		<b>\$51,369,000.00</b>

<b>Toll Service Provider – Executed Change Orders</b>		
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
6	Revised Enforcement Beacon Specifications	(\$1,952.00)
7	Added TRDMS to Two On-Ramps	\$193,850.00
<b>CCO TOTAL</b>		<b>\$266,898.00</b>
<b>TOTAL CONTINGENCY AND SUPPLEMENTAL</b>		<b>\$1,855,000.00</b>

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Amounts shown in parentheses represent a credit to the Agency

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
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	Revisions at North of Mojave Drive Intersection	\$150,000.00
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	Added MGS per Safety Commission	\$50,000.00
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
31	Payment Adjustment for Gravel Bag Quantities	\$40,138.32
32	Additional Safety Commission Revisions	\$45,000.00
33	Installation and Testing of Additional Electronic Ball Markers	\$8,569.95
34	Stage 4 Temporary Striping	\$73,706.00
35	Seneca Interchange Revisions	\$108,331.64
CCO TOTAL		<b>\$2,194,906.95</b>
TOTAL CONTINGENCY AND SUPPLEMENTAL		<b>\$8,741,611.75</b>

Attachment: CCO Log (8020 : Construction Contract Change Orders MVSS2110)

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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
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

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Attachment: CCO Log (8020 : Construction Contract Change Orders MVSS2110)

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
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>

<b>Mount Vernon Avenue Viaduct Design-Build Project – Executed Change Orders</b>		
Number	Description	Amount
1	Added Perimeter Fence, K-rail and Signage	\$21,500.00
1 S-1	Install/Maintain Temporary Fence	\$28,670.86
2	Partnering	\$100,000.00
3	Temporary Crossing	\$700,000.00
3 S-1	Additional Funds	\$225,000.00
3 S-2	Construct Railroad Temporary Construction Crossing	\$13,889.15
<b>3 S-3</b>	<b>Temporary Railroad Crossing</b>	<b>\$27,744.36</b>
5	Asbestos Removal	\$100,000.00
5 S-1	Additional Funds	\$954,863.00
5 S-2	Asbestos Coating Abatement	\$429,723.86
5 S-3	Bridge Demolition Engineer – Increase Time	\$67,977.25
5 S-4	Asbestos Coating Abatement	\$159,481.26
7	Add Fire Hydrants	\$112,200.00
8	Test Unforeseen Buried Man-made object	\$1,341.55
9	Decommission/Abandon Water and Sewer Lines	\$203,852.65
<b>10</b>	<b>Added Utilities Work at Kingman Street</b>	<b>\$377,389.28</b>
12	Increase Contractor Overhead – Increase Time	\$208,232.35
<b>CCO TOTAL</b>		<b>\$ 3,731,865.57</b>
<b>TOTAL CONTINGENCY AND SUPPLEMENTAL</b>		<b>\$17,230,000.00</b>

<b>I-10 University Street Improvement Project – Executed Change Orders</b>		
Number	Description	Amount
1	Time Extension (Delay Start)	\$0.00
<b>2</b>	<b>Maintain Traffic</b>	<b>\$10,000.00</b>
<b>CCO TOTAL</b>		<b>\$ 10,000.00</b>
<b>TOTAL CONTINGENCY AND SUPPLEMENTAL</b>		<b>\$830,590</b>

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<b>Central Avenue Improvements Project at SR 60 – Executed Change Orders</b>		
Number	Description	Amount
1	Establish and Maintain construction Field Office	\$150,000.00
2	Revise Plans – Shoulder Pavement Section	(\$21,291.00)
5	Maintain Traffic per Supplemental funds Provided	\$40,000.00
6	Establish Partnering per Specifications	\$20,000.00
8	Establish Dispute Review Board	\$15,000.00
11	Maintain Electrical per Supplemental Funds Provided	\$15,000.00
<b>CCO TOTAL</b>		<b>\$218,709.00</b>
<b>TOTAL CONTINGENCY AND SUPPLEMENTAL</b>		<b>\$2,912,039.00</b>

Attachment: CCO Log (8020 : Construction Contract Change Orders MVSS2110)

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Amounts shown in parentheses represent a credit to the Agency

## ***Minute Action***

### AGENDA ITEM: 3

***Date:*** *October 14, 2021*

***Subject:***

2022 Board of Directors Metro Valley Study Session Meeting Schedule

***Recommendation:***

Approve the 2022 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 2022 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 2022 meeting schedule does conform to the Thursday of the week following the SBCTA Board meeting.

The proposed 2022 meeting dates are as follows:

**Metro Valley Study Session**

January 13, 2022	July 14, 2022 ( <b>DARK</b> )
February 10, 2022	August 11, 2022
March 10, 2022	September 15, 2022*
April 14, 2022	October 13, 2022
May 12, 2022	November 10, 2022
June 9, 2022	December 15, 2022*

*\*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

October 14, 2021

Page 2

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

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Approved  
Board of Directors Metro Valley Study Session  
Date: October 14, 2021  
Witnessed By:



# SBCTA / SBCOG 2022 Master Calendar

~ January 2022 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1 New Year's Day Holiday
2	3	4	5 Board	6 City/County Manager's TAC  SCAG Regional Council	7  Orthodox Christmas	8
9	10	11	12 General Policy Committee  Legislative Policy Committee	13 Transit Committee  Metro Valley Study Session  I-10/I-15 Joint Sub-Committee	14  Orthodox New Year	15
16	17 Martin Luther King Day Holiday	18	19  LAFCO Hearing  US Conference of Mayors	20  League of California Cities New Mayors & Council Members Academy  US Conference of Mayors	21 Mt/Desert Policy Committee  League of California Cities New Mayors & Council Members Academy  US Conference of Mayors	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
30	31					

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 9:45 a.m.

# SBCTA / SBCOG 2022 Master Calendar

~ February 2022 ~

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	12 NACo Legislative Conference
13 NACo Legislative Conference	14 NACo Legislative Conference	15 NACo Legislative Conference	16 LAFCO Hearing NACo Legislative Conference	17	18 Mt/Desert Policy Committee	19
20	21 Presidents' Day Holiday	22	23	24	25	26
27	28					

Attachment: 2022 Master Meeting Calendar (6950 : 2022 MVSS Meeting Schedule)

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 9:45 a.m.

# SBCTA / SBCOG 2022 Master Calendar

~ March 2022 ~						
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	12
13 Daylight Savings Time Begins	14	15	16 LAFCO Hearing	17	18 Mt/Desert Policy Committee	19
20	21	22	23	24	25	26
27	28	29	30	31 Cesar Chavez Day		

Attachment: 2022 Master Meeting Calendar (6950 : 2022 MVSS Meeting Schedule)

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 9:45 a.m.

# SBCTA / SBCOG 2022 Master Calendar

~ April 2022 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
<b>NOTES:</b> *City/County Manager's TAC cancelled due to City/County Conference.					1	2 Ramadan
3 Ramadan	4 Ramadan	5 Ramadan	6 Board Ramadan	7 *City/County Manager's TAC (Cancelled) SCAG Regional Council City/County Conference Ramadan	8 City/County Conference Ramadan	9 Ramadan
10 Ramadan	11 Ramadan	12 Ramadan	13 General Policy Committee Legislative Policy Committee Ramadan	14 Transit Committee Metro Valley Study Session I-10/I-15 Joint Sub-Committee Ramadan	15 Mt/Desert Policy Committee Good Friday Passover Ramadan	16 Passover Ramadan
17 Easter Passover Ramadan	18 Passover Ramadan	19 Passover Ramadan	20 LAFCO Hearing Passover Ramadan	21 Passover Ramadan	22 Passover Ramadan	23 Passover Ramadan
24 Ramadan	25 Ramadan	26 Ramadan	27 Ramadan	28 Ramadan	29 Laylat al-Qadr Ramadan	30 Ramadan

Attachment: 2022 Master Meeting Calendar (6950 : 2022 MVSS Meeting Schedule)

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 9:45 a.m.

# SBCTA / SBCOG 2022 Master Calendar

~ May 2022 ~

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1 Ramadan	2 Ramadan	3	4 Board	5 City/County Manager's TAC SCAG Regional Council SCAG General Assembly (Tentative)	6 SCAG General Assembly (Tentative)	7
8	9	10	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	30 Memorial Day Holiday	31				

Attachment: 2022 Master Meeting Calendar (6950 : 2022 MVSS Meeting Schedule)

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 9:45 a.m.

# SBCTA / SBCOG 2022 Master Calendar

~ June 2022 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
<b>NOTES:</b> <b>**It is important to note we do not have any information on when the League of CA Cities Mayors &amp; Council Members Executive Forum will take place.</b>			<b>1</b> Board	<b>2</b> City/County Manager's TAC SCAG Regional Council	<b>3</b>	<b>4</b> Shavuot
<b>5</b> Shavuot	<b>6</b> Shavuot	<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>	<b>11</b>
<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b> LAFCO Hearing	<b>16</b>	<b>17</b> Mt/Desert Policy Committee	<b>18</b>
<b>19</b>	<b>20</b>	<b>21</b>	<b>22</b>	<b>23</b>	<b>24</b>	<b>25</b>
<b>26</b>	<b>27</b>	<b>28</b>	<b>29</b>	<b>30</b>		

Attachment: 2022 Master Meeting Calendar (6950 : 2022 MVSS Meeting Schedule)

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 9:45 a.m.

# SBCTA / SBCOG 2022 Master Calendar

~ July 2022 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
<b>NOTES:</b> *No policy committee meetings.					1	2
3	4 Independence Day Holiday	5	6 Board	7 *City/County Manager's TAC (DARK)  SCAG Regional Council	8	9 Eid al-Adha
10 Eid al-Adha	11 Eid al-Adha	12 Eid al-Adha	13 *General Policy Committee (DARK)  *Legislative Policy Committee (DARK)  Eid al-Adha	14 *Transit Committee (DARK)  *Metro Valley Study Session (DARK)  *I-10/I-15 Joint Sub-Committee (DARK)	15 *Mt/Desert Policy Committee (DARK)	16
17	18	19	20 LAFCO Hearing	21 NACo Annual Meeting	22 NACo Annual Meeting	23 NACo Annual Meeting
24 NACo Annual Meeting	25	26	27	28	29	30 Muharram
31						

Attachment: 2022 Master Meeting Calendar (6950 : 2022 MVSS Meeting Schedule)

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 9:45 a.m.

# SBCTA / SBCOG 2022 Master Calendar

~ August 2022 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3 *Board (DARK)	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	16	17 LAFCO Hearing	18 Janmashtami	19 Mt/Desert Policy Committee Janmashtami	20
21	22	23	24	25	26	27
28	29	30	31	NOTES: *No Board Meeting.		

Attachment: 2022 Master Meeting Calendar (6950 : 2022 MVSS Meeting Schedule)

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 9:45 a.m.



# SBCTA / SBCOG 2022 Master Calendar

~ September 2022 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
<b>NOTES:</b> *This date falls on the 3 <sup>rd</sup> Thursday of the month. **It is important to note we do not have any information on when the League of CA Cities Annual Conference will take place.				<b>1</b> City/County Manager's TAC SCAG Regional Council	<b>2</b>	<b>3</b>
<b>4</b>	<b>5</b> Labor Day Holiday	<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>
<b>18</b>	<b>19</b>	<b>20</b>	<b>21</b> LAFCO Hearing	<b>22</b>	<b>23</b>	<b>24</b>
<b>25</b> Rosh Hashanah	<b>26</b> Rosh Hashanah Navratri	<b>27</b> Rosh Hashanah Navratri	<b>28</b> Navratri	<b>29</b> Navratri	<b>30</b> Navratri	

Attachment: 2022 Master Meeting Calendar (6950 : 2022 MVSS Meeting Schedule)

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 9:45 a.m.

# SBCTA / SBCOG 2022 Master Calendar

~ October 2022 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1 Navratri
2 Navratri	3 Navratri	4 Navratri Yom Kippur	5 Board Navratri Yom Kippur	6 City/County Manager's TAC SCAG Regional Council	7	8 Prophet Muhammad's Birthday
9 Sukkot	10 Columbus Day Holiday Sukkot	11 Sukkot	12 General Policy Committee Legislative Policy Committee Sukkot	13 Transit Committee Metro Valley Study Session I-10/I-15 Joint Sub-Committee Sukkot	14 Sukkot	15 Sukkot
16 Shemini Atzeret Sukkot	17 Shemini Atzeret Simchat Torah	18 Shemini Atzeret Simchat Torah	19 LAFCO Hearing	20	21 Mt/Desert Policy Committee	22
23	24 Diwali	25	26	27	28	29
30	31 Halloween					

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 9:45 a.m.

# SBCTA / SBCOG 2022 Master Calendar

~ November 2022 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2 Board	3 City/County Manager's TAC  SCAG Regional Council	4	5
6  Daylight Savings Time Ends	7	8	9 General Policy Committee  Legislative Policy Committee	10 Transit Committee  Metro Valley Study Session  I-10/I-15 Joint Sub- Committee	11  Veteran's Day Holiday	12
13	14  CSAC Annual Meeting	15  CSAC Annual Meeting	16  LAFCO Hearing  CSAC Annual Meeting	17  CSAC Annual Meeting	18 Mt/Desert Policy Committee  CSAC Annual Meeting	19
20	21	22	23	24  Thanksgiving Day Holiday	25  Thanksgiving Day After	26
27	28	29	30			

Attachment: 2022 Master Meeting Calendar (6950 : 2022 MVSS Meeting Schedule)

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 9:45 a.m.

# SBCTA / SBCOG 2022 Master Calendar

~ December 2022 ~						
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	<b>2</b>	<b>3</b>
<b>4</b>	<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>
<b>18</b> Hanukkah	<b>19</b> Hanukkah	<b>20</b> Hanukkah	<b>21</b> LAFCO Hearing Hanukkah	<b>22</b> Hanukkah	<b>23</b> Christmas Eve (Observed) Holiday Hanukkah	<b>24</b> Christmas Eve Hanukkah
<b>25</b> Christmas Day Hanukkah	<b>26</b> Christmas Day (Observed) Holiday Hanukkah Kwanzaa	<b>27</b> Kwanzaa	<b>28</b> Kwanzaa	<b>29</b> Kwanzaa	<b>30</b> New Years Eve (Observed) Holiday Kwanzaa	<b>31</b> New Years Eve Kwanzaa

Attachment: 2022 Master Meeting Calendar (6950 : 2022 MVSS Meeting Schedule)

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 9:45 a.m.

## ***Minute Action***

AGENDA ITEM: 4

***Date:*** *October 14, 2021*

***Subject:***

Major Projects Status Report through September 2021

***Recommendation:***

Receive the Major Projects Status Report for the period through September 2021.

***Background:***

The Major Projects Status Report for the period through September 2021, is a high-level summary of relevant project information. This information is presented to provide schedules, cost, funding, and work descriptions for current active projects being managed by the Major Projects Group. San Bernardino County Transportation Authority (SBCTA) staff would like to highlight the following projects for this period:

**1. State Route 60/Archibald Avenue Interchange Project (Project):** Substantial completion of the construction of this \$28 million interchange project was achieved at the end of September 2021. The Project will improve traffic operations and reduce congestion at the interchange in the City of Ontario by increasing left and right turn storage through the corridor. The Project also upgraded some of the pavement from asphalt to concrete through additional funding from the City of Ontario. The Project was funded through a combination of state Trade Corridors Improvement Funds (TCIF) and local funds consisting of Measure I Valley Interchange funds and the City of Ontario funding. Negotiations with several property owners for final settlements for compensation are still ongoing along with final construction activities.

**2. Interstate 10 (I-10)/Tippecanoe Avenue – Phase II (Phase II) Project:** Establish Existing Planting (EEP) was completed in August 2021, to complete the final SBCTA landscaping work for this interchange project. Construction of the complete interchange reconfiguration was completed in 2016 and this was followed by a one (1) year plant establishment period and four (4) years of EEP. Ongoing landscaping maintenance will be turned over to California Department of Transportation (Caltrans). Final right-of-way and construction closeout activities are still ongoing related to final accounting and funding reconciliation. This important Phase II Project improved the traffic flow in this area, increased safety, and reduced congestion in the Cities of San Bernardino and Loma Linda. The complete interchange project was funded from various federal and state funds along with Measure I Valley Interchange funds, Inland Valley Development Agency (IVDA) funds and Developer Impact Fee (DIF) funds from the Cities of San Bernardino and Loma Linda.

**3. I-10/Alabama Street Interchange Improvements Project:** A construction contract was awarded by the SBCTA Board of Directors at its September 2021 meeting. This \$15 million project will widen Alabama Street from Orange Tree Lane to Industrial Park Avenue in the City of Redlands and will include widening of the eastbound and westbound off-ramps at the interchange, improving traffic operations and reducing traffic congestion through this corridor. Physical construction should begin around the end of this year and is anticipated to be complete by the end of next year. The project is funded by Caltrans from their State Highway Operations

*Entity: San Bernardino County Transportation Authority*

Board of Directors Metro Valley Study Session Agenda Item

October 14, 2021

Page 2

and Protection Program (SHOPP) funds, Measure I Valley Interchange funds and City of Redlands DIF funds.

***Financial Impact:***

This item is consistent with the Fiscal Year 2021/2022 Budget.

***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

## ***Minute Action***

### AGENDA ITEM: 5

***Date: October 14, 2021***

***Subject:***

Update to the Reorganization of the Project Delivery and Toll Operations Department

***Recommendation:***

Receive a status update on the reorganization of the Project Delivery and Toll Operations Department.

***Background:***

The intent of this agenda item is to provide a status update on the reorganization of the Project Delivery and Toll Operations Department. On November 4, 2020, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) awarded a Program Project Management and Other Technical Services (PPM) contract in support of the Project Delivery and Toll Operations Program (Program) for \$32.5 million with a five (5) year duration. At the October 15, 2020, Board of Directors Metro Valley Study Session, Board Members understood that the annual expenditure would be approximately \$6 to \$6.5 million for consultant support and questioned whether there could be a cost savings by hiring in-house employees. Staff was requested to perform a side by side comparison and analyze the results for the Board to review.

Staff analyzed the cost differential for using all in-house staff verses on-site consultants and reported that although there would be a savings of approximately \$851,000 annually, simply replacing one on-site consultant with an in-house staff would not work long term. The workload and assignments would be shifting for Project Delivery and Toll Operations Program staff, since the grade separation program is nearly complete and the interchange program is approaching the Measure I capacity. Concurrently, the next projects to be initiated will be freeway projects which are highly complex and require greater resources not only for design, right-of-way, construction, and public outreach, but also for project controls which includes contract management, scheduling, invoicing, reimbursements, reporting, state and federal project closeout, and other activities. In addition, express lanes are under development in various phases including planning, design, construction, tolling, operations, and maintenance. These facilities require long-term employee engagement. While these projects collectively will be able to sustain in-house employees for many years to come, Measure I is nearing the end of its capacity so this evaluation cautiously developed a recommendation that allows for long-term in-house positions to be sustained and factors in succession planning.

After giving consideration to the program ahead, staff reviewed the department organization. Previously, the organization of the Project Delivery and Toll Operations Department included six (6) in-house staff and eighteen (18) on-site consultants. In January 2021, the Board authorized the creation of two separate departments, which added eight (8) new in-house positions; and that a Classification, Compensation and Organizational Review Study (Study) be performed. Three positions, the two Directors and a Construction Manager position are now filled. Recent results of the Study were reported at the September 2021 General Policy Committee along with staff's request to remove a requested in-house Project Manager position and replace it with a Project Controls staff position. This request was made because greater need for long-term

*Entity: San Bernardino County Transportation Authority*

support of Project Managers and Construction Managers was identified. This substitution was approved by the Board and allows for this need to be met.

With the Study complete, the remaining five (5) Project Controls staff positions can be advertised. After hiring the new staff members the number of on-site consultants will be reduced by the same number. As a reminder, the reorganization does not fully eliminate the need for on-site consultant support, on-call support, nor does it affect the continued need for SBCTA to contract for right-of-way, legal, and environmental support services.

Although this first year is a transitional year, as committed, a full report will be performed regarding the cost differential due to this change. It was estimated that the first year of this organization would cost about \$450,000 and the following annual savings would be approximately \$392,000. The cost may be less this year due to the fact that this year is transitional, projects have moved into construction, and a consultant has changed firms, yielding a two (2) person deficit. The report will likely be presented in spring as part of the budgetary process. Please see the table below for a depiction of the implementation of the Board approved action in conjunction with a staffing adjustment to meet the current project requirements.

### **Project Delivery and Toll Operations Department Reorganization**

#### **Revising positions from On-site Consultant to In-House Staff**

**per Board of Directors direction, January 2021**

#### **Previous Staff (24)**

##### **In House Staff (6)**

Director of Project Delivery and Toll Operations

Toll Operations Administrator

Corridor Manager

Project Delivery Manager

Construction Manager

Project Controls Manager

##### **Consultant Staff (18)**

Project Managers 7

Construction Managers 4

Project Controls Staff 7

#### **Current Staff (23)**

##### **In House Staff (14)**

Director of Project Delivery and Toll Operations

Director of Project Delivery

Director of Toll Program

Toll Operations Administrator

Corridor Manager

Project Delivery Manager

Construction Manager

Construction Manager

Chief of Project Controls (position change only)

5 Project Controls Staff (to be hired)

##### **Consultant Staff (9)**

Project Managers 6

Construction Manager 1

Project Controls Staff 2\*

\* Two Consultant Project Controls staff will remain after the five in-house positions are filled.



Board of Directors Metro Valley Study Session Agenda Item

October 14, 2021

Page 3

***Financial Impact:***

This item is consistent with the Fiscal Year 2021/2022 Budget.

***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

## ***Minute Action***

### AGENDA ITEM: 6

***Date:*** *October 14, 2021*

***Subject:***

Appointment of Agency Engineer for Project Delivery Department

***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:

Appoint Director of Project Delivery, Henry Stultz, Registered Civil Engineer, to serve as the San Bernardino County Transportation Authority Engineer for purposes related to the delivery of the Major Projects Program, including requirements related to the approval of Federal and State funding applications.

***Background:***

In January 2017, the Board of Directors assigned a broader designation to the Director of Project Delivery and the Director of Transit and Rail Programs in which these Directors would be appointed as Agency Engineers over their respective programs. Because San Bernardino County Transportation Authority's (SBCTA) projects often are funded through multiple funding sources including Federal, State, and/or local contributions, SBCTA must designate a qualified (i.e. registered) Engineer in order to utilize Federal funds. Under the terms of the California Department of Transportation (Caltrans) Local Assistance Procedures Manual (LAPM), which specifies those procedures for utilizing Federal funding, the local agency engineer is required to sign various documents. It is anticipated that similar requirements might occur in other situations beyond the requirements of the Caltrans LAPM.

In January 2021, the Board of Directors authorized the reorganization of the Project Delivery and Toll Operations Department into two separate departments. A new appointment to the Director of Project Delivery was made; therefore, staff is requesting that the new Director of Project Delivery is appointed as the Agency Engineer for the Project Delivery Department. The responsibility of the Registered Civil Engineers under contract with SBCTA for their product will remain unchanged.

***Financial Impact:***

This item is consistent with the Fiscal Year 2021/2022 Budget.

***Reviewed By:***

This item was not previously reviewed by any policy committee or technical advisory committee.

***Responsible Staff:***

Paula Beauchamp, Director of Project Delivery and Toll Operations

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## ***Minute Action***

### AGENDA ITEM: 7

***Date:*** *October 14, 2021*

***Subject:***

State Route 210 Lane Addition and Base Line Road Interchange Project Design Contract  
Amendment for Time Extension

***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. 3 to Contract No. 15-1001231 with AECOM Technical Services, Inc., to extend the contract through December 31, 2024, for Professional Engineering and Construction Support Services for the State Route 210 Lane Addition and Base Line Road Interchange Project.

B. Approve waiver of the five (5) year maximum contract duration in Policy No. 11000, and authorize extension of the contract duration beyond the five (5) year limit.

***Background:***

In June 2016, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved the award of Contract No. 15-1001231 with AECOM Technical Services, Inc., for Professional Engineering and Construction Support Services for the State Route (SR) 210 Lane Addition and Base Line Road Interchange Project (Project) in the amount of \$10,382,474.60, with an approved contingency of \$1,038,247.46, for a total contract amount of \$11,420,722.06.

In January 2018, the Board approved Amendment No. 1 to include additional scope of work for the inclusion of the California Department of Transportation Pavement Rehabilitation Project. The additional scope also added State Highway Operations and Protection Program funds, in the amount of \$3,298,942.94, bringing the contract total to \$13,681,417.54, and contingency of \$1,038,247.46, for a total amount of \$14,719,665. In December 2018, the Executive Director approved Amendment No. 2 to extend the contract duration to December 31, 2021, in order to finalize the design phase and provide construction support.

There have also been four (4) contingency releases on the contract totaling \$204,211.76, for minor additional design work. The added work was for additional geotechnical borings, additional biological monitoring associated with these additional borings, SR 210 mainline replacement planting and irrigation design, and sidewalk realignment along Base Line Road between SR 210 and Buckeye Street. These contingency releases have been added into the total contract value and have reduced the remaining contingency. The total Board approved funding in Amendment No. 2 has not changed.

Based on the current Project schedule, it is anticipated that construction will be complete by summer 2023. Amendment No. 3 would extend the expiration date of the contract from December 31, 2021 to December 31, 2024, to provide support as needed through completion of construction activities including any unforeseen construction delays, construction as-built

*Entity: San Bernardino County Transportation Authority*

## Board of Directors Metro Valley Study Session Agenda Item

October 14, 2021

Page 2

preparation, and closeout activities. No additional funds are needed with this amendment as it is a time extension only. The existing contract budget is anticipated to be sufficient to complete all required contract work.

Pursuant to SBCTA's Contracting and Procurement Policy No. 11000, the maximum term for procurement contracts shall be five (5) years unless otherwise authorized by the SBCTA Board. Per Policy No. 11000, Contract No. 15-1001231 will extend beyond the five (5) year maximum with the recommended extension. Board authorization is sought to waive the five (5) year maximum contract term provision to ensure continuity with the Project team to successfully complete and closeout the Project.

Staff recommends approval of these recommendations.

***Financial Impact:***

This item is consistent with the Fiscal Year 2021/2022 Budget under Task No. 0820 Freeway Projects, Sub-Task No. 0887 State Route 210 Lane Addition, and Task No. 0830 Interchange Projects, Sub-Task No. 0803 SR 210 Base Line Interchange. The funding sources include Measure I Valley Freeway Interchange Fund and Local Funds.

***Reviewed By:***

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

***Responsible Staff:***

Dennis Saylor, Project Manager

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Approved  
Board of Directors Metro Valley Study Session  
Date: October 14, 2021

Witnessed By:

San Bernardino County Transportation Authority

## General Contract Information

Contract No: 15-1001231 Amendment No.: 3

Contract Class: Payable Department: Project Delivery

Vendor No.: 0091 Vendor Name: AECOM Technical Services, Inc.

Description: SR 210 Lane Addition, Rehabilitation & Base Line Road Interchange Project - Design Contract

List Any Related Contract Nos.: C12148, C13114, 00-100791

Dollar Amount							
Original Contract		\$	10,382,474.60	Original Contingency		\$	1,038,247.46
Prior Amendments		\$	3,503,154.66	Prior Amendments		\$	(204,211.76)
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	13,885,629.26	Total Contingency Value		\$	834,035.70
	Total Dollar Authority (Contract Value and Contingency)					\$	14,719,664.96

## Contract Authorization

Board of Directors Date: 11/3/2021 Committee                      Item #             

## Contract Management (Internal Purposes Only)

Other Contracts                      Sole Source? No No Budget Adjustment                     

State/Local                      Design                     

## Accounts Payable

Estimated Start Date:				6/1/2016		Expiration Date:				12/31/2021		Revised Expiration Date:				12/31/2024							
NHS:		N/A		QMP/QAP:		N/A		Prevailing Wage:				N/A											
										Total Contract Funding:				Total Contingency:									
Fund		Prog		Task		Sub-Task		Object		Revenue		PA Level		Revenue Code Name		\$		13,885,629.26		\$		834,035.70	
GL:	4110:	40:	0820:	0887:	52005:	41100000:					630	Measure I Fwy				8,963,401.03				738,175.07			
GL:	4120:	40:	0830:	0803:	52005:	41100000:					630	Measure I IC				919,159.62				79,664.19			
GL:	6010:	40:	0830:	0803:	52005:	42412004:					630	City DIF				662,870.71				16,196.44			
GL:	2550:	40:	0820:	0887:	52005:	42205007:					630	SHOPP				3,298,942.90				-			
GL:	6010:	40:	0830:	0803:	52005:	42412003:					630	City Betterment				41,255.00				-			
GL:																-				-			
GL:																-				-			
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GL:																-				-			
GL:																-				-			

Juan Lizarde

Paula Beauchamp

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes:

Attachment: 15-1001231-3\_CSS [Revision 2] (7830 : SR 210 - Design Contract Time Extension)

**AMENDMENT NO. 3 TO CONTRACT NO. 15-1001231****FOR****PROFESSIONAL ENGINEERING AND SUPPORT SERVICES  
FOR THE  
STATE ROUTE 210 LANE ADDITION PROJECT****AECOM TECHNICAL SERVICES, INC.**

This Amendment No. 3 to Contract No. 15-1001231 is made by and between AECOM Technical Services, Inc., (“CONSULTANT”) and the San Bernardino County Transportation Authority (“SBCTA”):

**RECITALS:**

- A. SBCTA, under Contract No. 15-1001231 engaged the services of CONSULTANT to provide Design and Right-of-Way Engineering Services for the State Route (SR) 210 Lane Addition and Base Line Road Interchange Project (“Contract”).
- B. On January 4, 2018, SBCTA approved Contingency Release No. 1 in the amounts of \$77,495.11 for additional geotechnical borings and environmental permits, and Contingency Release No. 2 in the amount of \$35,319.13 for biological monitoring.
- C. On February 20, 2018, SBCTA and CONSULTANT entered into Amendment No. 1 to amend the Scope of Work to include California Department of Transportation (Caltrans) Project EA 08-1J060 SR 210 Pavement Rehabilitation, and increase the total Contract Not-to-Exceed amount (Article 5.9) from \$10,382,474.60 to \$13,681,417.50 for the design and right-of-way services.
- D. On April 9, 2018, SBCTA approved Contingency Release No. 3 in the amount of \$50,142.52 for additional Landscape and Aesthetic design requested by Caltrans.
- E. On December 17, 2018, SBCTA and CONSULTANT entered into Amendment No. 2 to amend the Contract to extend its term to December 31, 2021, and amend the Scope of Work to include construction support.
- F. On June 15, 2021, SBCTA approved Contingency Amendment No. 2D in the amount of \$41,255.00 for the City of Highland Betterments to realign the Base Line Road northerly sidewalk.
- G. SBCTA and CONSULTANT desire to amend the Contract to extend its term to December 31, 2024, to allow CONSULTANT to provide construction support services through the construction period, and to revise the contract value to incorporate previous release of contingency funds.

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

1. Article 4.1 is deleted and replaced in its entirety to read as follows:

“4.1 This Contract shall go into effect on June 1, 2016, 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 **December 31, 2024**, unless extended by written amendment.”

2. Article 5.2 is deleted and replaced in its entirety to read as follows:

“5.2 In addition to the allowable costs, SBCTA will pay CONSULTANT a fixed fee of **\$1,081,305.85**. 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. Article 5.11 is deleted and replaced in its entirety to read as follows:

“5.11 The total amount payable by SBCTA to CONSULTANT including the fixed fee shall not exceed **\$13,885,629.26**.”

4. The Recitals set forth above are incorporated herein by this reference.

5. Except as amended by this Amendment No. 3, all other provisions of the Contract shall remain in full force and effect and are incorporated herein by this reference.

6. The Amendment No. 3 is effective upon execution by SBCTA.

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



**IN WITNESS WHEREOF**, the parties have duly executed this Amendment No. 3 below.

**AECOM TECHNICAL SERVICES, INC.**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

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

Jeff Chapman  
Vice President

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

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

Curt Hagman  
President, Board of Directors

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

**APPROVED AS TO FORM:**

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

Juanda Daniel  
Assistant General Counsel

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

**CONCURRENCE:**

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

Jeffery Hill  
Procurement Manager

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

Attachment: 15-1001231\_Amend-3 - PDF (7830 : SR 210 - Design Contract Time Extension)

## ***Minute Action***

### AGENDA ITEM: 8

***Date:*** *October 14, 2021*

***Subject:***

Award Construction Management Services Contract No. 21-1002534 for the Interstate 215 Bi-County Landscaping Project

***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. Award Contract No. 21-1002534 with TRC Engineers, Inc., for Construction Management Services for the Interstate 215 Bi-County Landscaping Project (Project) in an amount not-to-exceed \$1,349,347.25 for a term through October 31, 2028.

B. Approve contingency in the amount of \$134,934.73, for Contract No. 21-1002534 to be released in accordance with Policy No. 11000, VII.B.6.

***Background:***

The intent of this agenda item is to award the Construction Management (CM) Services Contract for the Interstate 215 (I-215) Bi-County Landscaping Project (Project). The construction of I-215 Bi-County High Occupancy Vehicle (HOV) Gap Closure Project, from the State Route (SR) 60/I-215/SR 91 Interchange in Riverside County to Orange Show Road in San Bernardino County, was completed in 2015 and possessed an environmental commitment for a follow-up landscape project. The visual enhancements on the I-215 Bi-County HOV Gap Closure Project were limited to rock blanket at the interchanges, gravel mulch shoulder backing, and retaining wall aesthetics along portions of the I-215 mainline, which is consistent with the adjacent I-215 segments running through San Bernardino and Riverside Counties. The Project proposes drought tolerant, low maintenance highway planting, addition of irrigation infrastructure with smart technology, and construction of hardscape. The landscaping construction capital, including a one (1) year plant establishment and a four (4) year landscape maintenance is estimated to cost \$7.8 million.

In March 2021, the Board of Directors authorized the release of Requests for Proposals (RFP) No. 21-1002534 for professional services to provide CM services, and management of the one (1) year plant establishment and the four (4) year extended landscape maintenance contract under the supervision of an appointed San Bernardino County Transportation Authority (SBCTA) staff member.

RFP No. 21-1002534 was released to solicit firms to assist SBCTA in providing CM services for the Project. The solicitation was issued in accordance with the Contracting and Procurement Policy No. 11000. Following procedures outlined in the current policy, electronic notification was sent to over 1,300 firms and consultants registered on SBCTA's PlanetBids. The RFP was downloaded by forty-two (42) firms.

On March 3, 2021, a pre-proposal meeting was held. Addendum No. 1, the only addendum for this RFP, was released on March 24, 2021, to distribute: 1) answers to questions received during

*Entity: San Bernardino County Transportation Authority*

the pre-proposal meeting; 2) answers to questions received via email by the deadline outlined in the RFP; 3) the pre-proposal meeting sign-in sheet; 4) the pre-proposal PowerPoint presentation; and 5) scope of work changes. On April 8, 2021, SBCTA received a proposal from one (1) firm. A responsiveness review was conducted by the Procurement Manager finding the proposal to be in compliance with the RFP specifications and requirements. Staff made contact with firms who downloaded the RFP and that did not submit proposals in order to understand why they chose not to submit a proposal.

Responses from firms:

*At the time of the RFP release, we had a full calendar of proposals we had already committed resources to preparing that were due on or around the due date for SBCTA's RFP. We felt we did not have the available resources to prepare a submittal that SBCTA deserves.*

*Our firm did not submit a proposal because we were not in a place to prime the project and our usual teaming partners were not interested in pursuing.*

*After gaining better understanding of the required scope of work, we do not believe we have the right resources for the proposed project.*

Per Policy No. 11000, V.C.2.F, the Executive Director shall make a recommendation to either accept or reject the proposal and to consider relevant facts to the specific solicitation and work to be performed. After reviewing the responses from the firms and discussions with staff regarding adequacy of notification to qualified competitors, requirements of the RFP, the amount of time provided to respond to the RFP, adequacy of the one proposal received, and urgency, the Executive Director accepted the proposal and recommended that staff continue the quality-based procurement process with the single proposal.

As a result, on April 22, 2021, a short list meeting was held. The Evaluation Committee Panelists consisting of three SBCTA staff members and one staff member from California Department of Transportation, each reviewed the proposal and assigned point scores for each evaluation criteria per SBCTA's procurement policy. Firms could earn a maximum of thirty (30) points possible for the Qualifications of the Firm, a maximum of thirty (30) points possible for the Proposed Staffing and Project Organization, and a maximum of forty (40) points possible for the Work Plan for a maximum of 100 points. Each Evaluation Committee Panelist scored the firm in the nineties.

The firm was scheduled 50 minutes for an interview that consisted of 5-minutes for "log-on and introduction of key personnel", 10-minutes for a presentation delivered by the firm, and 30-minutes to respond to questions with 5-minutes for closing statements. After the interview, the Evaluation Committee members individually organized notes taken and calculated final interview scores based on responses given by the firm. Final scores were submitted to the Procurement Manager who combined them with the proposal scores established during the short-list meeting to arrive at scores giving 40% weight for the proposal and 60% weight for the interview score for a final total of 100% between the two evaluations and confirmed the overall scores.

## Board of Directors Metro Valley Study Session Agenda Item

October 14, 2021

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The Evaluation Committee determined that the firm is qualified to perform the work specified in the RFP and possesses the ability to carry out all aspects of the Project. Therefore, the Evaluation Committee recommended awarding the contract to TRC Engineers, Inc., to provide CM Services for the Project. TRC Engineers, Inc., was able to successfully demonstrate a thorough understanding of the scope of work and proposed a qualified team, clear and concise work plan, and innovative approach to the Project showing the ability to perform all work and or services necessary to complete the Project on schedule and within budget.

Based on the technical and interview evaluation conducted by the Evaluation Committee for this procurement, the Evaluation Committee recommends that the contract for RFP No. 21-1002534 be awarded to TRC Engineers, Inc. Scoring matrix and individual Evaluation Committee member scoring information with comments and remarks that support scores, evaluation forms, SAM reports, and reference checks are located in the Contract Audit File.

Subsequent to the Evaluation Committee's recommendation for selection, staff negotiated the final cost and scope with the consultant. Staff recommends approval of Contract No. 21-1002534 with TRC Engineers, Inc., for CM Services for the Project, for a total amount not-to-exceed \$1,349,347.25 and a contract duration through October 31, 2028.

A 10% contingency for Contract No. 21-1002534, in an amount not-to-exceed \$134,934.73 has been identified as standard practice and will be released in accordance with Policy No. 11000, VII.B.6.

***Financial Impact:***

This item is consistent with the Fiscal Year 2021/2022 Budget under Task No. 0820 Freeway Projects, Sub-Task No. 0839 I-215 Bi-County Landscape 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 and the draft contract.

***Responsible Staff:***

Kristi Harris, Construction Manager

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Approved  
Board of Directors Metro Valley Study Session  
Date: October 14, 2021

Witnessed By:

San Bernardino County Transportation Authority

## General Contract Information

Contract No: 21-1002534 Amendment No.: \_\_\_\_\_Contract Class: Payable Department: Project DeliveryVendor No.: 03378 Vendor Name: TRC Engineers, Inc.Description: Construction Management Services for the Interstate 215 Bi-County Landscaping Project

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

Dollar Amount							
Original Contract		\$	1,349,347.25	Original Contingency		\$	134,934.73
Prior Amendments		\$	-	Prior Amendments		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	1,349,347.25	Total Contingency Value		\$	134,934.73
	Total Dollar Authority (Contract Value and Contingency)					\$	1,484,281.98

## Contract Authorization

Board of Directors \_\_\_\_\_ Date: 11/3/2021 \_\_\_\_\_ Committee \_\_\_\_\_ Item # \_\_\_\_\_

## Contract Management (Internal Purposes Only)

Other Contracts \_\_\_\_\_ Sole Source? N/A \_\_\_\_\_ No Budget Adjustment \_\_\_\_\_

Local \_\_\_\_\_ Construction Management \_\_\_\_\_

## Accounts Payable

Estimated Start Date:	<u>11/6/2021</u>	Expiration Date:	<u>10/31/2028</u>	Revised Expiration Date:	_____						
NHS:	<u>Yes</u>	QMP/QAP:	<u>Yes</u>	Prevailing Wage:	<u>Yes</u>						
				Total Contract Funding:	Total Contingency:						
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	1,349,347.25	\$	134,934.73
GL	4110	40	0820	0839	53701	41100000		1,349,347.25		134,934.73	
GL								-		-	
GL								-		-	
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GL								-		-	
GL								-		-	

Kristi Harris

Paula Beauchamp

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes:

Attachment: 21-1002534 CSS (7635 : I-215 Bi-County Landscaping CM Services Contract Award)

**CONTRACT NO. 21-1002534****BY AND BETWEEN****SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY****AND****TRC ENGINEERS, INC.****FOR****INTERSTATE 215 BI-COUNTY LANDSCAPING PROJECT  
CONSTRUCTION MANAGEMENT SERVICES**

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 TRC Engineers, Inc., ("CONSULTANT"), whose address is: 1935 Chicago Avenue, Unit A, Riverside, CA 92507. SBCTA and CONSULTANT are each a "Party" and collectively the "Parties".

**RECITALS:**

**WHEREAS**, SBCTA requires Work 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:

Attachment: 21-1002534 (7635 : I-215 Bi-County Landscaping CM Services Contract Award)

## ARTICLE 1. INTRODUCTION

- 1.1 The work to be performed under this Contract is described in Exhibit A, entitled “Scope of Work”, and the CONSULTANT’s Approved Cost Proposal dated July 27, 2021 (Exhibit B). If there is any conflict between the Approved Cost Proposal and the Contract Articles, the Contract Articles take precedence.
- 1.2 CONSULTANT agrees to indemnify and hold harmless SBCTA, its officers, agents and employees from any and all claims, demands, costs, or liability arising from or connected with the services provided hereunder due to negligent acts, errors, or omissions of the CONSULTANT. CONSULTANT will reimburse SBCTA for any expenditure, including reasonable attorney fees, incurred by SBCTA in defending against claims ultimately determined to be due to negligent acts, errors, or omissions of the CONSULTANT.
- 1.3 CONSULTANT and the agents and employees of CONSULTANT, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of SBCTA.
- 1.4 Without the written consent of SBCTA, this Contract is not assignable by CONSULTANT, either in whole or in part.
- 1.5 No alteration or variations of the terms of this Contract shall be valid unless made in writing and signed by the Parties hereto; and no oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- 1.6 The consideration to be paid to CONSULTANT as provided herein shall be in compensation for all of CONSULTANT’s expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.
- 1.7 The Project Manager for this Contract is Kristi Lynn Harris, 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, but is not authorized to receive or issue payments or execute amendments to the Contract itself.

## ARTICLE 2. PROJECT DESCRIPTION/SCOPE OF WORK

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.

### **ARTICLE 3. CONSULTANT's REPORTS OR MEETINGS**

- 3.1 CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for SBCTA to determine if CONSULTANT is performing to expectations and is on schedule, to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- 3.2 CONSULTANT's Project Manager shall meet with SBCTA, as needed, to discuss progress on the Contract.

### **ARTICLE 4. PERFORMANCE PERIOD**

- 4.1 Contingent upon approval by SBCTA's Awarding Authority in accordance with Article 54, below, CONSULTANT shall commence work after issuance of a written notification to proceed by SBCTA's Procurement Analyst. The Contract shall end on October 31, 2028 unless extended by written amendment.
- 4.2 CONSULTANT is advised that any recommendation for contract award is not binding on SBCTA until the Contract is fully executed and approved by SBCTA's Awarding Authority.

### **ARTICLE 5. ALLOWABLE COSTS AND PAYMENTS**

- 5.1 Total compensation to CONSULTANT for full and complete performance of the Work in compliance with all the terms and conditions of this Contract shall be on a Specified Rates of Compensation basis for all obligations incurred in, or application to, Consultant's performance of Work 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 \$1,349,347.25 unless authorized by a contract amendment.
- 5.2 CONSULTANT shall be 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 the 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 an hourly breakdown, direct salary costs, fringe benefits, indirect costs, and net fee as set forth in Exhibit B.
- 5.3 Escalation shall be at a specific rate, as shown on the Bureau of Labor Statistics Employment Cost Index for Total Compensation for private industry workers-- Table 5 or its successor. The Employment Cost Index will be annually adjusted, apply to total benefits for the private industry economic sector, not be seasonally adjusted, but will include a 12- month percent change. Escalation shall commence as of January 1, 2023, and then shall be applied each January 1<sup>st</sup> for the term of the Contract.
- 5.4 Specific tasks have been assigned to CONSULTANT as identified in the attached Scope of Work.
- 5.5 In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than specific rates of compensation identified in Exhibit B.
- 5.6 Reimbursement for transportation and subsistence costs shall not exceed the rates specified in



Exhibit B. Any travel expenses must be preapproved in writing by SBCTA and shall be reimbursed per diem at a rate not to exceed the currently authorized rates for state employees under the State Department of Personnel Administration rules. SBCTA will not reimburse CONSULTANT for any expenses not identified in Exhibit B or agreed to and approved by SBCTA as required under this Contract.

- 5.7 When milestone cost estimates are included in Exhibit B, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from SBCTA's Project Manager before exceeding such cost estimate.
- 5.8 Progress payments will be made monthly in arrears based on services provided and allowable costs incurred. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Scope of Work, SBCTA shall have the right to delay payment or terminate this Contract in accordance with the Termination provisions of this Contract.
- 5.9 CONSULTANT shall not commence performance of Work until this Contract has been approved by SBCTA's Awarding Body, and a NTP has been issued by SBCTA's Procurement Analyst. No payment will be made prior to approval of any Work, nor for any Work performed prior to approval of this Contract.
- 5.10 CONSULTANT will be reimbursed as promptly as fiscal procedures will permit upon receipt by SBCTA of an itemized invoice. Invoices shall be submitted no later than 45 calendar days after the performance of Work for which CONSULTANT is billing. Invoices shall follow the format stipulated by SBCTA and shall reference this contract number. Each invoice shall detail the Work performed on each milestone and each project as applicable. Credits due SBCTA that include any equipment purchased under this Contract must be reimbursed by CONSULTANT prior to the expiration or termination of this Contract. Invoices shall follow the format stipulated by SBCTA and shall reference this Contract number and Project title. Invoices should be e-mailed to SBCTA at the following address:  
  
[ap@gosbcta.com](mailto:ap@gosbcta.com)
- 5.11 CONSULTANT shall include a statement and release with each invoice, satisfactory to SBCTA, that CONSULTANT has fully performed the Work invoiced pursuant to this Contract for the period covered, that all information included with the invoice is true and correct and that all payments to and claims of CONSULTANT and its subconsultants for Work performed during the period will be satisfied upon making of such payment. SBCTA shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such statement and release.
- 5.12 All subcontracts in excess of \$25,000 shall contain the provisions of this Article.

## **ARTICLE 6. TERMINATION**

- 6.1 Termination for Convenience – SBCTA's Executive Director 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.

- 6.1.1 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.
- 6.1.2 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.
- 6.1.3 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.
- 6.2 Termination for Cause
- 6.2.1 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.
- 6.2.2 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.
- 6.3 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.
- 6.3.1 All subcontracts in excess of \$25,000 shall contain the above provisions.

## **ARTICLE 7. FUNDING REQUIREMENTS**

- 7.1 It is mutually understood between the Parties that this Contract may have been written before ascertaining the availability of funds or appropriation of funds for the mutual benefit of both Parties, in order to avoid program or fiscal delays that would occur if the Contract were executed after that determination was made.
- 7.2 This Contract is valid and enforceable only if sufficient funds are made available to SBCTA for the purpose of this Contract. In addition, this Contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by Congress, State Legislature, or SBCTA governing board that may affect the provisions, terms, or funding of this Contract in any manner.
- 7.3 It is mutually agreed that if sufficient funds are not appropriated, this Contract may be amended to reflect any reduction in funds.
- 7.4 SBCTA has the option to void the Contract under the 30-day cancellation clause, or by mutual agreement to amend the Contract to reflect any reduction of funds.

## **ARTICLE 8. CHANGE IN TERMS**

- 8.1 This Contract may be amended or modified only by mutual written agreement of the Parties.
- 8.2 CONSULTANT shall only commence Work covered by an amendment after the amendment is executed and the NTP has been provided by SBCTA's Procurement Analyst.
- 8.3 There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved cost proposal, which is part of this Contract without prior written approval of SBCTA.

## **ARTICLE 9. DISADVANTAGED BUSINESS ENTERPRISE**

Intentionally Omitted

## **ARTICLE 10. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

- 10.1 CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq. shall be used to determine the cost allowability of individual items.
- 10.2 CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- 10.3 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to SBCTA.
- 10.4 All subcontracts in excess of \$25,000 shall contain the above provision.

## **ARTICLE 11. 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 annul this 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 12. RETENTION OF RECORDS/AUDIT**

- 12.1 For the purpose of determining compliance with Public Contract Code section 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the Contract pursuant to Government Code section 8546.7; CONSULTANT, and subconsultants shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Contract, including but not to, the costs of administering the Contract. All Parties shall make such materials available at their respective offices at all reasonable times during the Contract period and for three years from the date of final payment under the Contract. The state, State Auditor, SBCTA, Federal Highway Administration, or any other duly authorized representative of the SBCTA shall have access to any books, records, and documents of CONSULTANT that are pertinent to the Contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
- 12.2 Subcontracts in excess of \$25,000 shall contain this provision.

## **ARTICLE 13. DISPUTES**

- 13.1 Any dispute, other than audit, concerning a question of fact arising under this Contract that is not disposed of by agreement shall be decided by a committee consisting of SBCTA's Procurement Manager and SBCTA's Executive Director, who may consider written or verbal information submitted by CONSULTANT.
- 13.2 Not later than 30 days after completion of all Work under the Contract, CONSULTANT may request review by SBCTA's Executive Director of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- 13.3 Neither the pendency of a dispute nor its consideration by SBCTA's Executive Director, will excuse CONSULTANT from full and timely performance in accordance with the terms of this Contract.

## **ARTICLE 14. AUDIT REVIEW PROCEDURES**

- 14.1 Any dispute concerning a question of fact arising under an interim or post audit of this Contract that is not disposed of by agreement shall be reviewed by SBCTA's Chief Financial Officer.

- 14.2 Not later than 30 days after issuance of final audit report, CONSULTANT may request a review by SBCTA's Chief Financial Officer of unresolved audit issues. The request for review must be submitted in writing.
- 14.3 Neither the pendency of a dispute nor its consideration by SBCTA will excuse CONSULTANT from full and timely performance in accordance with the terms of this Contract.

## **ARTICLE 15. SUBCONTRACTING**

- 15.1 Nothing contained in this Contract or otherwise shall create any contractual relation between SBCTA and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be fully responsible to SBCTA for the acts and omissions of its subconsultant(s) and of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is independent of SBCTA's obligation to make payments to the CONSULTANT.
- 15.2 CONSULTANT shall perform the Work contemplated with resources available within its own organization, and no portion of the Work pertinent to this Contract shall be subcontracted without prior written authorization by SBCTA, except that which is expressly identified in the approved Cost Proposal.
- 15.3 CONSULTANT shall pay its subconsultant(s) within ten (10) calendar days from receipt of each payment made to CONSULTANT by SBCTA.
- 15.4 Any subcontract in excess of \$25,000 entered into as a result of this Contract shall contain all the provisions stipulated in this Contract to be applicable to subconsultants.
- 15.5 Any substitution of subconsultants must be approved in writing by SBCTA prior to the start of Work by the subconsultant.

## **ARTICLE 16. EQUIPMENT PURCHASE**

- 16.1. Prior authorization in writing by SBCTA shall be required before CONSULTANT enters into any unbudgeted purchase order or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- 16.2. When seeking SBCTA's prior written authorization for purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000, CONSULTANT must submit three competitive quotations with the request, or the absence of bidding must be adequately justified.
- 16.3. Any equipment purchased as a result of this Contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, SBCTA shall receive a proper refund or credit at the conclusion of the Contract, or if the Contract is terminated, CONSULTANT may either keep the equipment and credit SBCTA in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established SBCTA procedures, and credit SBCTA



in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to SBCTA and CONSULTANT. If it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by SBCTA."

16.4 All subcontracts in excess \$25,000 shall contain the above provisions.

## **ARTICLE 17. INSPECTION OF WORK**

CONSULTANT and any subconsultant shall permit SBCTA and the State, to review and inspect the project activities and files at all reasonable times during the performance period of this Contract including review and inspection on a daily basis.

## **ARTICLE 18. SAFETY**

- 18.1 CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by SBCTA or other SBCTA representative. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- 18.2 Pursuant to the authority contained in Section 591 of the Vehicle Code, SBCTA has determined that such areas are within the limits of the Project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- 18.3 Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.
- 18.4 CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

## **ARTICLE 19. INSURANCE**

- 19.1 Prior to commencing the Work, subject to the provisions of Article 19.2 "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:

19.1.1 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 negligent acts, errors and omissions arising out of the CONSULTANT'S professional services, or professional services of any person employed by the CONSULTANT, or any person for whose negligent acts, errors, 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.

19.1.2 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 subconsultant 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.

19.1.3 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 **\$2,000,000 each occurrence and \$4,000,000 general aggregate.**
- 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 pursuant to the latest edition of the Standard ISO Form CG 0001, 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 3704 13) 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.

19.1.4 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.

19.1.5 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.

#### 19.1.6 Pollution Liability - Intentionally Omitted

#### 19.1.7 Railroad Protective Liability The policy must include the following:

- Should the CONSULTANT need to perform activities in a railroad right-of-way, SBCTA's Risk Manager and/or a railroad operator may require CONSULTANT to provide Railroad Protective Liability.
- In such a case, the policy shall be in amounts and coverages and from issuers, acceptable to SBCTA's Risk Manager in his/her sole discretion.
- Depending on facts and circumstances, and the terms and conditions of the policy involved, SBCTA's Risk Manager may choose to find that the CONSULTANT satisfactorily meets this requirement by obtaining one of the following: a) an acceptable Railroad Protective Liability specific policy; b) a waiver of any railroad liability exclusion from the CONSULTANT's existing general liability policy; or c) acceptable general liability insurance without a railroad exclusion.

### 19.2 General Provisions

19.2.1 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.

19.2.2 Additional Insurance Coverage. All policies, except those for Workers' Compensation, Employee Liability and Professional Liability insurance, shall be endorsed by ISO Form CG 20 10 04 13, to name San Bernardino County Transportation Authority and its officers, directors, members, employees, and agents, 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.

19.2.3 Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA's Risk Manager, including redacted 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.

- 19.2.4 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.
- 19.2.5 CONSULTANT's and Subconsultants' Insurance will be Primary. All policies required to be maintained by the CONSULTANT or any subconsultant 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.
- 19.2.6 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. 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.
- 19.2.7 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.

- 19.2.8 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 subconsultant 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.
- 19.2.9 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.
- 19.2.10 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.
- 19.2.11 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.
- 19.2.12 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 20. INDEMNITY

20.1 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 and its 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 extent caused by the negligence, recklessness, or willful misconduct of the design professional to the maximum extent permitted by Civil Code Section 2872.8.

- 20.2 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, and its 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 21. OWNERSHIP OF DATA**

- 21.1 Upon completion of all Work under this Contract, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this Contract will automatically be vested in SBCTA, and no further agreement will be necessary to transfer ownership to SBCTA. Notwithstanding the above, the work products are not intended nor shall they be construed to include CONSULTANT’S pre-existing intellectual property secured, developed, written, or produced by CONSULTANT prior to the execution of this Agreement or developed concurrently with this Agreement but not specifically for this Agreement; CONSULTANT shall retain all right, title and interest in any such pre-existing intellectual property. CONSULTANT shall furnish SBCTA all necessary copies as needed to complete the review and approval process.
- 21.2 It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this Contract has been entered into.
- 21.3 CONSULTANT is not liable for claims, liabilities, or losses arising out of or connected with the modification or misuse by SBCTA of the machine-readable information and data provided by CONSULTANT under this Contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of or connected with any use by SBCTA of the project documentation for other projects or additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONSULTANT.
- 21.4 Applicable patent rights provisions regarding rights to inventions shall be included in the Contract as appropriate (48 CFR 27, subpart 27.3).
- 21.5 SBCTA may permit copyrighting reports or other agreement products. If copyrights are permitted, the Contract shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for government purposes.

- 21.6 Any subcontract in excess of \$25,000 entered into as a result of this Contract, shall contain all of the provisions of this Article.

## **ARTICLE 22. CLAIMS FILED BY SBCTA's CONSTRUCTION CONTRACTOR**

- 22.1 If claims are filed by SBCTA's construction contractor relating to Work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims, CONSULTANT agrees to make its personnel available for consultation with SBCTA and legal staff, and for testimony, if necessary, at depositions, administrative proceedings, trial or arbitration proceedings.
- 22.2 CONSULTANT's personnel that SBCTA considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from SBCTA. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for the CONSULTANT's personnel services under this Contract.
- 22.3 Services of the CONSULTANT's personnel in connection with SBCTA's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this Contract in order to resolve the construction claims.
- 22.4 Any subcontract in excess of \$25,000 entered into as a result of this Contract, shall contain all of the provisions of this Article.

## **ARTICLE 23. CONFIDENTIALITY OF DATA**

- 23.1 All financial, statistical, personal, technical, or other data and information relative to SBCTA's operations which are designated confidential by SBCTA and made available to CONSULTANT in order to carry out this Contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- 23.2 Neither permission to disclose information on one occasion, nor public hearing held by SBCTA relating to the Contract shall authorize CONSULTANT to further disclose such information or disseminate the same on any other occasion.
- 23.3 CONSULTANT shall not comment publicly to the press or any other media, including social media, regarding the Contract or SBCTA's actions on the same, except to SBCTA's staff, CONSULTANT's own personnel involved in the performance of this Contract, at public hearings, or in response to questions from a SBCTA Board Committee or other public meeting approved by SBCTA.
- 23.4 CONSULTANT shall not issue any news release or public relations item of any nature whatsoever regarding Work performed or to be performed under this Contract without first obtaining SBCTA's review and written permission.
- 23.5 Any SBCTA communications or materials to which CONSULTANT or its subconsultants or agents have access and 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.

- 23.6 Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.
- 23.7 CONSULTANT, its employees, agents and subconsultants shall be required to comply with SBCTA's Confidentiality Policy; anyone who may have access to Personally Identifiable Information ("PII") and/or Sensitive Security Information ("SSI") will be required to execute a Confidentiality Agreement.

#### **ARTICLE 24. 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, because of 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 25. EVALUATION OF CONSULTANT**

CONSULTANT's performance may be evaluated by SBCTA. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation and any comments submitted shall be retained as part of the Contract file. This information may be used when evaluating the firm on future proposal submittals.

#### **ARTICLE 26. RETENTION OF FUNDS**

- 26.1 Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.
- 26.2 SBCTA shall hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by SBCTA, of the Work, and pay retainage to CONSULTANT based on these acceptances. CONSULTANT, or subconsultant, shall return all monies withheld in retention from a subconsultant within thirty (30) days after receiving payment for Work satisfactorily completed and accepted, including incremental acceptances of portions of the Work by SBCTA. Federal law (49 CFR 26.20) requires that any delay or postponement of payment over thirty (30) days may take place only for good cause and with SBCTA's prior written approval. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the CONSULTANT or subconsultant in the event of a dispute involving late payment or non-payment by the CONSULTANT, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE consultants and subconsultants.

#### **ARTICLE 27. RESPONSIBILITY OF CONSULTANT**

- 27.1 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.

- 27.2 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 as 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 enables SBCTA to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.
- 27.3 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.
- 27.4 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.
- 27.5 CONSULTANT shall document the results of the Work to the satisfaction of SBCTA, and if applicable, Caltrans and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of SBCTA's objectives.
- 27.6 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 28. TECHNICAL DIRECTION**

- 28.1 Performance of Work under this Contract shall be subject to the technical direction of SBCTA's Project Manager, who 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:
- 28.1.1 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.

- 28.1.2 Provision of written information to CONSULTANT which assists in the interpretation of drawings, reports, or technical portions of the Scope of Work described herein.
- 28.1.3 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.
- 28.1.4 SBCTA 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 project 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.
- 28.2 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:
- 28.2.1 Increases or decreases the Scope of Work;
  - 28.2.2 Directs CONSULTANT to perform Work outside the original intent of the Scope of Work;
  - 28.2.3 In any manner causes an increase or decrease in the Contract price as identified in this Contract, or the time required for Contract performance unless expressly authorized by SBCTA policy;
  - 28.2.4 Changes any of the expressed terms, conditions or specifications of the Contract, unless identified herein;
  - 28.2.5 Interferes with the CONSULTANT's right to perform the terms and conditions of the Contract; or
  - 28.2.6 Approves any demand or claim for additional payment.
- 28.3 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.
- 28.4 All Technical Direction shall be issued in writing by SBCTA's Project Manager.
- 28.5 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 27.2.1 through 27.2.6, 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:



28.5.1 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.

28.5.2 Advise CONSULTANT within a reasonable time whether SBCTA will or will not issue a written amendment.

## **ARTICLE 29. 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 reallocating 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:

<b>Name</b>	<b>Job Classification/Function</b>
Steve Quezada, PE, QSP	Construction Manager/Resident Engineer
Matt Tsugawa, RLA, QSD	Landscape Architect/Resident Engineer
Linda Smoot, QSP	Office Engineer
Armando Castaneda	Landscape Construction Inspector

## **ARTICLE 30. 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 31. 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 32. 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 33. STATEMENT OF COMPLIANCE**

- 33.1 CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and 2 California Code of Regulations Section 8103.
- 33.2 During the performance of this Contract, CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation or military or veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 et seq.) and the applicable regulations promulgated there under (2 California Code of Regulations §§ 7286.0 et seq.). CONSULTANT and subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- 33.3 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 34. STATE PREVAILING WAGE RATES**

- 34.1 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.
- 34.2 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.
- 34.3 When prevailing wages apply to services described in the Scope of Work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

### **ARTICLE 35. CONFLICT OF INTEREST**

- 35.1 CONSULTANT shall disclose any financial, business, or other relationship with SBCTA that may have an impact upon the outcome of this Contract, or any ensuing SBCTA construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this Contract, or any ensuing SBCTA construction project, which will follow.

- 35.2 CONSULTANT hereby certifies that it does not now have, nor shall it acquire, any financial or business interest that would conflict with the performance of services under this Contract. 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.
- 35.3 Any subcontract in excess of \$25,000 entered into as a result of this Contract shall contain all of the provisions of this Article.
- 35.4 CONSULTANT hereby certifies that neither CONSULTANT, its employees, nor any firm affiliated with CONSULTANT providing services on this project prepared the Plans, Specifications, and Estimate for any construction project included within this Contract. An affiliated firm is one subject to the control of the same persons through joint ownership or otherwise.
- 35.5 CONSULTANT further certifies that neither CONSULTANT nor any firm affiliated with CONSULTANT will bid on any construction subcontracts included within the construction contract. Additionally, CONSULTANT certifies that no person working under this Contract is also employed by the construction contractor for any project included within this Contract.
- 35.6 Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing services on this Contract shall have provided services on the design of any project included within this Contract.

#### **ARTICLE 36. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

CONSULTANT warrants that this Contract was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any SBCTA employee. For breach or violation of this warranty, SBCTA shall have the right in its discretion; to terminate the Contract without liability; to pay only for the value of the Work actually performed; or to deduct from the Contract price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

#### **ARTICLE 37. NOTIFICATION**

All notices hereunder and communications regarding the interpretation of the terms of this Contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

<b>To CONSULTANT</b>	<b>To SBCTA</b>
<b>1935 Chicago Avenue, Unit A</b>	<b>1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor</b>
<b>Riverside, CA 92507</b>	<b>San Bernardino, CA 92410-1715</b>
<b>Attn: Edward Durazo</b>	<b>Attn: Henry Stultz</b>
	<b>cc: Procurement Manager</b>
<b>Phone: 951-788-6028</b>	<b>Phone: (909) 884-8276</b>

#### **ARTICLE 38. 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 "TERMINATION" provision herein.

#### **ARTICLE 39. 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 40. 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 41. CONSULTANT STANDARD OF PERFORMANCE AND RE-PERFORMANCE**

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 42. 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 43. 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 44. 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 45. 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 46. PRECEDENCE**

- 46.1 The Contract consists of the Contract Articles, Exhibit A "Scope of Work", and Exhibit B "Approved Cost Proposal", SBCTA's Request For Proposal and CONSULTANT's proposal, all of which are incorporated into this Contract by this reference.
- 46.2 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.
- 46.3 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 47. 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 48. 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 49. DRUG FREE WORKPLACE**

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

## **ARTICLE 50. 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 51. 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 52. ENTIRE DOCUMENT**

- 52.1 This Contract constitutes the sole and only agreement governing the Work and supersedes any prior or contemporaneous 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.
- 52.2 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.
- 52.3 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 53. CONTRACT**

This Contract constitutes the entire agreement which is made and concluded in duplicate between the two Parties. Each Party, for and in consideration of the payments to be made, conditions mentioned, and work to be performed, agrees to diligently perform in accordance with the terms and conditions of this Contract as evidenced by the signatures below.

## **ARTICLE 54. EFFECTIVE DATE**

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

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

**TRC ENGINEERS, INC.**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Edward Durazo  
Vice President/Southern CA  
Regional Manager  
TRC Engineers, Inc.

By: \_\_\_\_\_  
Curt Hagman  
President, Board of Directors

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

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

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Juanda L. Daniel  
Assistant General Counsel

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

**CONCURRENCE**

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

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

Attachment: 21-1002534 (7635 : I-215 Bi-County Landscaping CM Services Contract Award)

Scope of Work  
No. 21-1002534

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A. DESCRIPTION OF SERVICES

The San Bernardino County Transportation Authority (SBCTA) will utilize the services of CONSULTANT to support the construction activities for the Interstate 215 (I-215) Bi-County Landscaping Project (“Project”). The CONSULTANT will provide construction management, materials testing, construction surveying and ~~source inspection~~, landscape inspection and assist in public outreach for the Project. A description of the Project is given below.

65% Submittal of Design Plans is also available for review from PlanetBids.

**Project General Description:**

SBCTA proposes the Project to improve the landscaping starting at the I-215/Orange Show Road interchange in the City of San Bernardino to the San Bernardino County and Riverside County line.

**SERVICES**

SBCTA will utilize the services of CONSULTANT to support highway landscaping construction and maintenance contract of the Project as described by the plans and specifications.

Services are anticipated to generally include, but are not limited to the following: participation in the evaluation of scheduling of the proposed Project; constructability review; construction Project advertising, bid analysis, and award; ~~early utility relocation inspection and survey services~~, construction inspection; construction surveying, materials testing, landscape inspection, contractor interface, construction coordination with other agencies, and contract administration; office engineering; and other assorted duties as appropriate in managing construction of a California Department of Transportation (Caltrans) Project.

The Resident Engineer will coordinate all contract and personnel activities for all phases of construction. Other Resident Engineer(s) and inspection personnel may be assigned to direct and coordinate all Project specific field activities and responsibilities as needed for satisfactory performance on the Project.

The Resident Engineer assigned for this Project shall be licensed as a Professional Civil Engineer in the State of California at the time of proposal submittal through the duration of the contract. The Consultant is expected to provide a Survey Project Manager, Materials Testing/Source Inspection Project Manager, and Landscape Architect to administer the construction support services requested herein and to assign qualified field personnel to perform the requested services. Furthermore, the Resident Engineer shall act as the public outreach liaison to assist SBCTA’s Public Information Office in implementing the Public Outreach Program established for this Project.

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

SBCTA anticipates that the preconstruction services will be performed in July, August, and September of 2021. The construction contract will be advertised in May 2022 and the Notice to Proceed (NTP), to the contractor will be issued in October 2022. The construction duration is **14 months** followed by a **one (1) year plant establishment period**, and then a new **four (4) year establish existing planting**, EEP, contract. The estimated construction capital cost of the Project is approximately \$7 million.

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

SBCTA anticipates issuing a Purchase/Task Order to the Consultant to complete a Constructability Review. A full NTP will be issued approximately six (6) months before construction of the Project starts.

The SBCTA Director of Project Delivery has designated a SBCTA Construction Manager to coordinate all construction activities:

**Mrs. Kristi Harris, Construction Manager**

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

**B. PERFORMANCE REQUIREMENTS**

**Landscape Construction/Maintenance Management:** CONSULTANT shall furnish personnel to serve in the following roles: Project Manager, Resident Engineer, licensed Landscape Architect, Office Engineer, Field Inspection, Materials Testing and Land Surveying. Personnel can serve multiple roles. Proven staffing efficiency is critical. The Project Manager shall coordinate CONSULTANT operations with SBCTA. The Project Manager shall be responsible for all matters related to CONSULTANT personnel and operations. The Project Manager may also serve as the Resident Engineer and the licensed landscape architect. The Resident Engineer shall be a civil engineer licensed in the State of California and will be responsible for construction contract administration activities. The Resident Engineer may also serve as the licensed Landscape

Architect. The Resident Engineer shall direct and coordinate construction activities under this contract. Other Assistant Resident Engineers may be assigned to each specific project responsibilities as needed. It is desirable that the Project Manager and/or Resident Engineer also be a licensed Landscape Architect.

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

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

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

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

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

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

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

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

## C. DUTIES AND RESPONSIBILITIES

### 1. Pre-award Services

#### a. Schedule

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

#### b. Budget

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

#### c. Constructability Review

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

### 2. Bid Process

#### a. Bid Documents

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

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

#### b. Pre-construction Meetings

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

c. Contract Award

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

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

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

3. Project Administration

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

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

4. Construction Coordination

- a. CONSULTANT shall provide one qualified Resident Engineer to effectively manage the Project.
- b. CONSULTANT Resident Engineer shall act as a prime point of contact between Contractor, SBCTA, CONSULTANT's personnel, and any affected utility companies. CONSULTANT may, when requested by SBCTA, act as point of contact between Caltrans, design engineers, cities, and the public. CONSULTANT shall ensure coordination with property owners adjacent to Project right-of-way to ensure timely communication regarding property-condition survey and construction activities and scheduling.
- c. CONSULTANT shall maintain regular contact with the SBCTA Project Manager.
- d. CONSULTANT shall proactively review Project plans and special provisions for possible errors and deficiencies prior to construction of any specific element and report such findings to SBCTA. Should SBCTA determine that changes are necessary, CONSULTANT shall assist in implementation and processing of change orders in accordance with contract documents and executed Cooperative Agreement with Caltrans.
- e. CONSULTANT shall proactively review Project plans and special provisions; monitor, coordinate, and track construction progress schedule and RFIs; to ensure the Project proceeds on schedule and according to the order of work in the plans and special provisions. CONSULTANT shall expedite work, as required, to maintain schedule in conjunction with the overall construction program.
- f. CONSULTANT shall coordinate review of shop drawings and RFIs with the SBCTA Project Manager. CONSULTANT shall log and track all submittals and requests.
- g. CONSULTANT shall provide a qualified SWPPP Coordinator who along with the Resident Engineer shall review and certify contractor prepared SWPPP and coordinate approval with SBCTA and the State Water Resource Control Board. The SWPPP Coordinator shall be at a minimum a Qualified SWPPP Developer (QSD) and a Qualified SWPPP Practitioner (QSP). CONSULTANT shall provide at a minimum weekly SWPPP monitoring and shall cooperate with all monitoring agency inspections and field reviews.
- h. CONSULTANT shall coordinate the implementation of any changes with the SBCTA Project Manager and the design engineer.
- i. CONSULTANT shall review the Project for permit compliance and



coordinate with SBCTA and Caltrans Landscape Construction Oversight to ensure that necessary permits are obtained. CONSULTANT shall assist SBCTA in the coordination, timely processing and verification of approval for all permits. CONSULTANT shall maintain permits and permit documentation on site.

- j. CONSULTANT shall coordinate all Project construction activities with other on-going projects within and adjacent to the Project limits.

5. Landscape Construction/Maintenance Inspection

- a. CONSULTANT shall coordinate all required inspections necessary for the Project. CONSULTANT shall ensure that appropriate State and local agencies are notified and present as required throughout the Project. CONSULTANT shall notify SBCTA immediately regarding any directives, recommendations, notices, etc. received from agencies other than SBCTA.
- b. CONSULTANT shall perform daily on-site observations of the progress and quality of construction to determine if the work being performed is in general conformance with the contract documents, all applicable laws, codes, and ordinances.
- c. CONSULTANT shall exercise reasonable care and diligence to discover and promptly report to SBCTA any and all defects or deficiencies in the materials or workmanship used in the Project.
- d. CONSULTANT personnel assigned to the Project shall be thoroughly familiar with Caltrans Standard Specifications, Caltrans Standard Plans, Caltrans Erosion Control and Highway Planting requirements, safety standards and State Water Resources Control Board requirements. CONSULTANT personnel shall have the ability to read and interpret construction plans and specifications. CONSULTANT personnel shall also have knowledge of State of California Construction Safety Orders (CalOSHA) and traffic control practices as specified in California MUTCD and Standard Specifications. In addition, CONSULTANT personnel shall be thoroughly familiar with the construction requirements of Caltrans' Storm Water Pollution Prevention Program.
- e. Assignments to be performed by CONSULTANT personnel shall include, but are not limited to, the following:
  - 1) Subgrade inspection, quantity calculations, checking grade and alignment, construction traffic control, soil amendments and plant material identification & quality control, hardscape inspection, trenching & irrigation inspection and duties that may be required to determine that landscape maintenance of the Project is being performed in accordance with the contract documents.



- 2) Identifying actual and potential problems associated with the Project and recommending sound engineering solutions.
- 3) Identifying common plant diseases and/or pests together with their respective eradication techniques, directing of plant adaptability requirements along with proper planting & pruning techniques, and avoiding potential problems associated with the Project by recommending sound engineering solutions.
- 4) Schedule sampling and testing of construction materials in accordance with Caltrans procedures.
- 5) Maintaining awareness of safety and health requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions for the protection of the public and Project personnel.
- 6) Preparing complete and accurate daily reports, calculations, Project records, payment quantity documents, reports, and correspondence related to Project activities.
- 7) Preparing Landscape Construction sketches, drawings, and cross-sections, as necessary, including a registered Landscape Architect seal on drawings as may be required by approving agencies.
- 8) Assisting in the preparation of as-built plans.
- 9) Providing inspections for environmental compliance.
- 10) Maintaining awareness of water discharge requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions.
- 11) Maintaining awareness of water conservation measures and monitoring Contractor's compliance with local ordinances and other regulations regarding water use.
- 12) Monitoring Contractors' compliance with applicable regulations required by AQMD.
- 13) Other duties as may be required or reasonably requested.

6. Project Support

a. Construction Surveys

CONSULTANT shall perform construction surveying services, field calculations, and home office calculations to support construction of the Project. The Resident Engineer will assign survey work to the CONSULTANT as needed by issuing a “Request for Survey Services”. Requests may include, but not be limited to, the following types of surveys and related services:

1) Construction Surveys

CONSULTANT shall perform construction staking and calculations as needed.

- a) Survey calculations and adjustments shall be performed with established and computed coordinates based on the California Coordinate System.
- b) Prepare and maintain survey documents. Survey documents include survey field notes, maps, drawings, and other survey documents.
- c) Perform construction staking as directed by Resident Engineer. .

b. Materials Testing

- 1) CONSULTANT will provide experienced personnel, equipment, and facilities to perform various construction materials sampling and testing as needed.

c. Public Outreach

- 1) General Public Outreach Plan will be provided and administered by SBCTA.
  - a) SBCTA's primary goal is to assure the public that SBCTA is a public agency that delivers quality transportation projects and trustworthy, accurate and timely public information.
  - b) SBCTA will provide the public outreach. The primary target audiences identified for this Project include, but are not limited to:

- i. LOCAL AGENCY
  - ii. SBCTA Board
  - iii. LOCAL AGENCY and area Emergency Service Providers
  - iv. School Transportation Coordinator(s)
  - v. Local Business Community
    - i) Specific businesses with expanding priority based on proximity to work zone and detours
    - ii) Chamber of Commerce
  - vi. Commuters
  - vii. Recreational Travelers
  - viii. Trucking Industry
  - ix. Local media
    - i) Print
    - ii) Radio
    - iii) Television
- c) In the weeks prior to the selection of a construction contractor, SBCTA may coordinate an Emergency Responders Project Briefing to highlight the Project details and possible access challenges for consideration by the Project team.
- d) Following the emergency responders briefing, SBCTA may coordinate a Chamber of Commerce Project Briefing to highlight the Project benefits, possible construction schedule and traffic management plan.
- e) Just prior to the start of field construction activities, SBCTA may coordinate a groundbreaking media event with the LOCAL AGENCY to ceremoniously open the Project.
- f) Prior to construction beginning, SBCTA may coordinate a community meeting to share Project information, construction scheduling, detour information and expected challenges with the general public.
- g) Near the completion of the construction Project, SBCTA will coordinate a ribbon-cutting media event. CONSULTANT will be called upon in a similar fashion to the groundbreaking event.
- h) At various stages throughout the Project, SBCTA may request support from CONSULTANT for the following items:

- i. Establish and maintain stakeholder and/or ‘interested parties’ list(s) – used for sharing Project updates during Project construction.
  - ii. Development of a Project fact sheet (include Project description, Project budget, Project schedule, SBCTA contact information, LOCAL AGENCY contact information, photos, logos, etc.)
  - iii. Weekly media advisories. SBCTA will make weekly contact with Project team to establish what road or lane closures (and associated detours if applicable) will be taking place and develop the advisory.
  - iv. Emergency notices – when needed.
  - v. Assistance to develop web content for project tab on SBCTA website.
- 2) All requests for speaking to government councils, boards, chambers of commerce or similar business or social groups shall be directed to the SBCTA Public Information Office before agreeing to appear.
- 3) All media inquiries shall be directed to the SBCTA Public Information Office.
- d. Permits
 

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

## 7. Cost and Schedule

- a. CONSULTANT shall monitor and track the following:
  - 1) Contract pay item quantities and payments
  - 2) Contract change orders
  - 3) Supplemental work items
  - 4) Agency furnished materials
  - 5) Contingency balance

6) Project budget

- b. CONSULTANT shall review and monitor Contractor's schedule by keeping an updated schedule to "shadow" that of the contractor and inform SBCTA of any significant changes or deviations in the schedule.
- c. CONSULTANT shall provide and maintain a Project staffing plan of field office personnel based on the Contractor submitted baseline schedule update. In cooperation with SBCTA, the staffing plan shall be periodically updated to reflect Project progress and needs.

8. Contract Change Orders and Claims

- a. CONSULTANT shall receive and evaluate requests for changes and/or substitutions by the Contractor. Contract Change Orders submitted to SBCTA shall be accompanied by CONSULTANT recommendations. Where applicable, CONSULTANT shall convey proposed changes to design engineer, or other Project consultants. If the requested changes are accepted, CONSULTANT shall negotiate and prepare appropriate Contract Change Orders.
- b. CONSULTANT shall use its best efforts to avoid unnecessary Contract Change Orders. When a Contract Change Order is necessary, CONSULTANT shall consult with SBCTA prior to its preparation. Unless directed otherwise by SBCTA, the preferred method of payment for Contract Change Orders should be as follows:

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

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

- c. CONSULTANT shall use its best efforts to identify all potential claims, track and monitor unresolved claims. The CONSULTANT shall implement appropriate claims avoidance processes where in the best interests of SBCTA as determined by SBCTA's Project Manager. CONSULTANT shall provide timely responses to all potential claims and maintain a correspondence log for each potential claim.

- d. CONSULTANT shall assist SBCTA, as requested, in the identification, resolution, and final disposition of claims filed by the Contractor or third parties against SBCTA or the Project.

9. Safety

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

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

10. Project Close Out

- a. CONSULTANT shall prepare a list of items to be completed and/or corrected by the Contractor for final completion of the Project.
- b. CONSULTANT shall collect and furnish as-built information to the design engineer for preparation of as-built, and any other documents required by Caltrans as applicable.
- c. CONSULTANT shall review and verify completeness of as-built drawings.
- d. CONSULTANT shall conduct a final walk-through with SBCTA, Caltrans, Contractors, and design engineers.
- e. CONSULTANT shall prepare final construction reports including the Project Completion Report.
- f. CONSULTANT shall prepare and deliver to SBCTA all Project files including hard copies and electronic files.
- g. CONSULTANT shall assist SBCTA and Contractor in obtaining final release of all Project permits.

- h. Project closeout services will be completed within two months of Project acceptance or upon acceptance of the Proposed Final Estimate.

D. DELIVERABLES

1. Inspector daily reports, extra work diaries, SBCTA tentative agreement sheets and Resident Engineers' daily diaries.
2. Monthly Project Summary Reports ~~and SIQMP Monthly Reports.~~
3. Monthly Contractor progress payments, back-up documentation, and Contractor payment records.
4. Contractor final payment documents, delivered to SBCTA no later than ten (10) working days after Acceptance by SBCTA of the completed construction Project.
5. Project Completion Report documents per Local Assistance Procedure Manual and Caltrans Construction Manual.
6. All Project files, Project reports, Record As-builts, correspondence, memoranda, shop drawings, Project logs, schedule updates, change order data, claims and claim reports, and Contractor payment records per Caltrans Construction Manual.
7. Certified payrolls and fringe benefit statements for all employees, CONSULTANT and Contractor, who are subject to the State and/or Federal prevailing wage rates.

E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT

1. CONSULTANT shall provide all necessary equipment including software, materials, supplies, miscellaneous tools, phones, vehicles, and safety equipment required for its personnel to perform the services accurately, efficiently, and safely. The above noted items are not to be included in Other Direct Cost (ODC's) of Consultants Cost Proposal and are part of the consultants overhead. Only those items authorized by SBCTA in CONSULTANT Cost Proposal, shall be reimbursed by SBCTA.
2. CONSULTANT personnel shall be provided with vehicles suitable for the location and nature of the work involved. Vehicles shall be equipped with flashing yellow lights, either permanently or temporarily affixed.
3. CONSULTANT personnel shall be provided with a mobile radio, cellular phone, or other means to assure full-time communication. If a radio system is to be used, CONSULTANT shall provide a base station at the field office.
4. CONSULTANT personnel shall be provided with all applicable standard plans, specifications, and other standards as appropriate (see item G below).

5. CONSULTANT shall provide Project Office Complex and necessary supplies and equipment.

F. MATERIALS TO BE FURNISHED BY SBCTA

1. SBCTA will provide three (3) copies of all Project construction documents including plans, and special provisions, and one (1) copy of all other reports, designer prepared resident engineer files, and contracts. In addition, SBCTA will provide one (1) full size (24" x 36") sets of plans for use in the construction field office as record documents.
2. SBCTA will provide copies of all previously secured permits and Project authorizations.
3. SBCTA Construction Management Forms including SBCTA Construction Materials Quality Assurance Program, sample SIQMP and appropriate forms for recording test data in accordance with Caltrans practices and procedures outlined in the "Manual of Test".

G. STANDARDS

All construction inspection, surveys, materials sampling and testing, and contract administration shall be in accordance with the Project bid documents, special provisions, plans, and current Caltrans Manuals including:

1. Construction Manual and its revisions
2. Quality Assurance Program Manual
3. Manual of Traffic Controls for Construction and Maintenance Work Zones
4. Caltrans Standard Specifications and Standard Plans
5. Caltrans SWPPP and Water Pollution Control Program (WPCP) Preparation Manual

Work not covered by the manuals shall be performed in accordance with accepted professional standards.

The Resident Engineer and SBCTA will confer to resolve all questions, which may arise as to the quality or acceptability of deliverables furnished and work performed for this Project and are not otherwise addressed by the contract documents. Any CONSULTANT employee who does not perform adequately will be replaced if directed by the SBCTA Project Manager.



## H. AVAILABILITY AND WORK HOURS

The typical workday includes all hours worked by SBCTA's construction Contractor including nights and weekends. The construction Contractor's operations may be restricted to specific hours during the week, which will become the normal workday for CONSULTANT's personnel. On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, CONSULTANT services will not be provided unless authorized by the SBCTA Project Manager.

Unless otherwise directed by SBCTA, the normal work week will consist of 40 hours. From time to time, overtime may be required. However, overtime will be worked only when approved in writing by SBCTA.

## I. LIMITATIONS TO AUTHORITY

CONSULTANT does not have the authority to:

1. Authorize deviations from the contract documents.
2. Approve substitute materials or equipment; except as authorized in writing by SBCTA.
3. Conduct or participate in tests or third-party inspections; except as authorized in writing by SBCTA.
4. Assume any of the responsibilities of the Contractors, Contractors' Superintendent, or subcontractors.
5. Exercise control over or be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions.
6. Communicate directly with subcontractors or material suppliers without the prior consent of the Contractor.
7. Verbally authorize or approve change orders or extra work for the Project.
8. Offer or receive incentives, inducements, or other forms of enumeration to or from the Contractor to perform services or work outside the terms of any executed contracts for this Project.

J. THIRD PARTY RELATIONSHIPS

This engagement is intended to provide unique services for a specific project. In the development of the Project, SBCTA has worked closely with various professional consultants, agencies, and others in the preparation of the construction documents and other Project related materials. SBCTA, however, is solely responsible for and will be the sole point of contact for all contractual matters related to the Project. CONSULTANT shall take direction **only** from SBCTA and shall regularly inform **only** SBCTA of Project progress, outstanding issues, and all Project related matters.

During the course of the Project, CONSULTANT may find occasion to meet with Caltrans, City or County representatives, the design engineer, Project consultants, or other third parties who have assisted with the Project. These entities may, from time to time, offer suggestions and/or recommendations regarding the Project or elements of the Project. While SBCTA enjoys a close relationship with and has considerable confidence in the capabilities of these other parties, CONSULTANT shall not act on any suggestions, solicited or unsolicited, without obtaining specific direction from SBCTA. All oral and written communication with outside agencies or consultants related to the Project shall be directed only to SBCTA. Distribution of Project related communication and information shall be at the sole discretion of SBCTA representatives.

K. CONSTRUCTION SITE SAFETY

In addition to the requirements specified elsewhere in this RFP, the following also will apply.

1. CONSULTANT will conform to the safety provisions of the Caltrans Construction Manual.
2. CONSULTANT's field personnel will wear white hard hats with proper suspension, orange vests with reflective tape, sleeved shirt, long pants, and leather boots with ankle support and rubber soled shoes at all times while working in the field.
3. CONSULTANT will provide appropriate safety training for all CONSULTANT's personnel, including work on and near highways.
4. All safety equipment will be provided by CONSULTANT.

L. PERSONNEL QUALIFICATIONS AND RESPONSIBILITIES

The quantity and qualifications of field personnel to be assigned will be determined by the scope of the Project and the degree of difficulty of required tasks to be performed. Again, all personnel and personnel assignments are subject to approval by SBCTA. While some areas of responsibility may overlap, as a guideline, CONSULTANT personnel assigned to the Project should have the following qualifications:

1. CONSULTANT Project Manager

- a. A minimum of six (6) years' project management experience on similar highway landscape construction projects is desired.
- b. Licensed landscape architect in the State of California is desired.
- c. Accessible to SBCTA at all times during normal working hours.
- d. Possess a thorough understanding of Caltrans Construction Contract Administration Procedures, Caltrans Construction Practices and Procedures (for both field and office) and Caltrans Erosion Control & Highway Planting Standards.
- e. A thorough understanding of Cal-OSHA practices and procedures.
- f. The CONSULTANT Project Manager will assume the following functional responsibilities:
  - 1) Review, monitor, train, and provide general direction for CONSULTANT personnel.
  - 2) Assign personnel to projects on an as-needed basis.
  - 3) Administer personal leave.
  - 4) Prepare monthly reports for delivery to SBCTA.

2. Resident Engineer

- a. A minimum of eight (8) years' resident engineer experience on similar highway landscaping construction projects is desired.
- b. Licensed Professional Civil Engineer in the State of California.
- c. Licensed Landscape Architect in the State of California is desired.
- d. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
- e. Accessible to SBCTA at all times including weekends and holidays.
- f. Certified as a Qualified SWPPP Developer or Practitioner is desired.
- g. A thorough understanding of California Occupational Safety and Health Administration (Cal-OSHA) practices and procedures.

- h. Ability to use appropriate calculations for hydraulic analysis, piping mechanics and strengths of materials as these relate to the design, construction and operation of irrigation systems.
- i. Possess a thorough understanding of Caltrans Construction Contract Administration Procedures, Caltrans Construction Practices and Procedures (for both field and office) and Caltrans Erosion Control & Highway Planting Standards.
- j. Ability to work independently, make effective decisions concerning construction work in progress and solve field problems.
- k. Possess a thorough understanding of all local regulatory requirements pertaining to the SWPPP and the National Pollution Discharge Elimination System (NPDES) as they relate to highway Landscape Construction projects.
- l. Possess a thorough understanding of local ordinances and other regulations regarding water use and water conservation measures as related to landscape irrigation.
- m. Possess general knowledge of common local plant diseases and pests together with respective methods and procedures used in control and eradication.
- n. A thorough understanding of Caltrans field methods, practices, and construction office procedures. The Resident Engineer will assume the following functional responsibilities:
  - 1) Monitor and provide daily direction to CONSULTANT construction inspection personnel.
  - 2) Assign field personnel to specific project tasks.
  - 3) Monitor and track Contractor progress.
  - 4) Prepare daily, weekly and monthly reports as required.
  - 5) Coordinate utility service installations and/or relocations with appropriate agencies and the utility inspector.
  - 6) Act as prime field contact between various project Contractors and the SBCTA Project Manager.

3. Licensed Landscape Architect

- a. A minimum of four (4) years' experience on similar construction projects is desired.
- b. Licensed Professional Landscape Architect in the State of California.
- c. Ability to work independently, make effective decisions concerning construction work in progress and solve field problems.
- d. Knowledge of Caltrans construction practices, physical characteristics and properties of highway construction materials, and approved methods and equipment used in making physical tests of construction materials.
- e. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
- f. Ability to direct the efforts of subordinate inspectors.
- g. Accessible to SBCTA at all times including weekends and holidays.
- h. Reasonably accessible to SBCTA during normal working hours.
- i. Certified as a Qualified SWPPP Developer or Practitioner is desired.
- j. Ability to use appropriate calculations for hydraulic analysis, piping mechanics and strengths of materials as these relate to the design, construction and operation of irrigation systems.
- k. Possess a thorough understanding of Caltrans Construction Contract Administration Procedures, Caltrans Construction Practices and Procedures (for both field and office) and Caltrans Erosion Control & Highway Planting Standards.
- l. Possess a thorough understanding of local ordinances and other regulations regarding water use and water conservation measures as related to landscape irrigation.
- m. Possess a thorough understanding of all local regulatory requirements pertaining to the SWPPP and the NPDES as they relate to highway Landscape Construction projects.
- n. Possess general knowledge of common local plant diseases and pests together with respective methods and procedures used in control and eradication.

o. Understanding of Caltrans field and construction office procedures. The Landscape Architect will assume the following functional responsibilities:

- 1) Monitor and provide direction to CONSULTANT inspection personnel concerning contractor compliance with special provisions and plant maintenance.
- 2) Monitor and track Contractor progress.
- 3) Prepare daily, weekly and monthly reports as required.

3. Field Inspector

Minimum qualifications shall be as follows:

- a. Eight years (8) construction inspection experience as related to Caltrans or other major highway Landscape Construction projects or a four-year degree in the field of civil engineering or landscape architecture and four years of similar construction experience is desired.
- b. A thorough understanding of Cal-OSHA practices and procedures.
- c. Possess general knowledge of Caltrans Erosion Control & Highway Planting Standards and construction practices, physical characteristics and properties of landscaping construction materials, and approved methods and equipment used in making physical tests of Landscape Construction materials.
- d. Possess general knowledge of hydraulic analysis, piping mechanics and strengths of materials as these relate to the design, construction and operation of irrigation systems.
- e. Possess a general understanding of local regulatory requirements pertaining to the SWPPP as they relate to highway Landscape Construction projects.
- f. Possess a general understanding of local ordinances and other regulations regarding water use restrictions and water conservation measures as related to landscape irrigation.
- g. Possess general knowledge of common local plant diseases and pests together with respective methods and procedures used in control and eradication.

- h. Possess a general understanding of Caltrans field and construction office procedures.
- i. Ability to direct the efforts of subordinate inspectors.
- j. Ability to use typical computer programs for word processing and preparing spreadsheets.
- k. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
- l. Understanding of Caltrans field and construction office procedures. The Lead Field Inspector will assume the following functional responsibilities:
  - 1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of construction.
  - 2) Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
  - 3) Coordinate field testing of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.
  - 4) Maintain accurate and timely Project records. Perform quantity calculations for progress pay estimates.
  - 5) Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.
  - 6) Provide input for the redesign of facilities to fit existing field conditions.
  - 7) Monitor and track Contractor progress. Prepare daily, weekly, and monthly reports as required.

5. Office Engineer

Minimum Qualifications shall be as follows:

- a. Four years (4) construction inspection/office engineering on similar highway Landscape Construction projects is desired.

- b. Knowledge of Caltrans Office of Highway Landscaping Construction forms used to administer construction projects.
- c. Knowledge of Caltrans system of document organization.
- d. Knowledge of construction records and accounting procedures.
- e. Knowledge of documentation, procedures, and reporting for federally funded projects.
- f. Knowledge of laws and regulations governing the payment of prevailing wages.
- g. The Office Engineer will assume the following functional responsibilities:
  - 1) Process monthly progress pay estimates, proposed final estimates, monthly status reports, extra work reports, and weekly statements of working days.
  - 2) Prepare and process contract change orders.
  - 3) Monitor construction budget and schedule.
  - 4) Prepare, maintain, and/or file project documents including labor and equipment records, correspondence, memoranda, meeting minutes, claims, personnel records, labor compliance reports, material testing and inspection reports and daily, weekly, and monthly reports.
  - 5) Perform routine calculations and checking of quantities.
  - 6) Coordinate all office activities and functions with SBCTA representatives.

6. Materials Testing/Source Inspection Project Manager

- a. A minimum four (4) years' project management experience on a similar highway/bridge construction project is desired.
- b. Licensed Civil Engineer in the State of California.
- c. Ability to use typical computer programs including word processing and spreadsheets.
- d. The Materials Testing/Source Inspection Project Manager will assume the following functional responsibilities:



- 1) Review, monitor, train, and provide general direction for CONSULTANT's laboratory, field and source inspection personnel.
- 2) Assign personnel to projects on an as-needed basis in coordination with the Resident Engineer.
- 3) Administer personal leave, subject to approval of the Resident Engineer.
- 4) Prepare monthly reports for delivery to the Resident Engineer.
- 5) Provide direction, administration, and responsibility for Materials Certification per Caltrans Construction Manual, Section 8-01.

Material testing/source inspection personnel will be certified by a California Registered Civil Engineer as being experienced and competent in the test procedures required for the work involved (and possess a current certificate of proficiency (Form MR-0111) in accordance with Quality Assurance Program Manual (Section 3-5). Independent certification of Caltrans test procedures may be performed at the discretion of the SBCTA Project Manager.

7. Materials Technicians

CONSULTANT personnel provided under this contract will have a variety of skills and experience appropriate for the level of tasks to be assigned. Field personnel shall be certified by Caltrans and should have a minimum of two (2) years' experience in conducting material sampling and testing of the type required for the projects involved and possess the following additional capabilities:

- a. Have the ability to establish specific locations for appropriate tests when construction contract administration personnel are not available.
- b. Be familiar with construction practices and be fully aware of construction activities at the Project site.
- c. Have knowledge of and comply with safety and health regulations and requirements applicable to the Project.
- d. Specific qualifications for technicians are as follows:
  - 1) CONSTRUCTION TECHNICIAN I
    - a) Performs a variety of semi-skilled activities. Examples of duties assigned to this classification are:

- i. Conducting quality control tests such as soil densities, sieve analysis tests, operation scales and inspecting spread operations.
  - ii. Sampling and transporting produced construction materials from point of application or production to testing laboratory.
- b) Knowledge and Skills Required
- i. Knowledge of tools, equipment and vehicles utilized in construction.
  - ii. Knowledge of standard equipment and materials used for the sampling and testing of construction material.
  - iii. Knowledge of basic mathematics used in the computation of a variety of construction items.
  - iv. Knowledge of record keeping, preparing of documents and reports.

2) CONSTRUCTION TECHNICIAN II

- a) Performs a variety of skilled activities. Examples of duties assigned to this classification are:
- i. Inspecting minor construction items, sampling and inspection of steel reinforcement, sampling and inspection of concrete placing operation.
  - ii. Collect and analyze soil samples of construction materials to determine compaction and moisture content.
  - iii. Inspection and sampling of all phases of asphalt concrete and PCC paving operation, including plant inspection.
  - iv. Confers with construction engineers and contractors regarding construction in progress and is in conformance to specifications and construction plans.
  - v. Answers questions and resolves problems.
  - vi. Inspects construction in progress to ensure conformance with specification, agreements, and established requirements.
  - vii. Keeps daily diary of work progress.
  - viii. Prepares reports on all field inspections and submits project quantities on a daily basis.
  - ix. Keeps accurate documentation for force accounts and possible claims.

b) Knowledge and Skills Required

- i. All knowledge and skills required of lower classification.
- ii. Knowledge of currently accepted methods, procedures and techniques used in highway construction inspection, survey, materials testing, and quality control equipment.
- iii. Skill in interpersonal relations as applied to contact with contractors, representatives of other governmental jurisdictions, and other SBCTA/Caltrans staff.

3) CONSTRUCTION TECHNICIAN III

a) Exercises considerable independent judgment within general Caltrans standards and guidelines. Examples of duties assigned to this classification are:

- i. Inspect Project construction on an ongoing basis to assure compliance with contract and in accordance with State and local standards.
- ii. Perform a variety of structural material tests and inspections.
- iii. Reviews construction plans and verified that these are in accordance with designated specifications and other requirements.
- iv. Participates in the preparation of completed work estimates, to calculate compensation due contractor.
- v. Examines and verifies numeric data and material specifications on Project cost source documents, utilizing geometry and trigonometry calculations.
- vi. Supervises all work activities involved in construction projects, laboratory, and quality control work.
- vii. Recommends approval of proposed Project changes.

b) Knowledge and Skills Required

- i. All knowledge and skills required of lower classifications.
- ii. Knowledge of the principles and practices of Civil Engineering as applied to the construction of state highways.

- iii. Skill in analyzing and evaluating a wide variety of highly technical engineering data, including construction plans, field survey and quality control documents.
- iv. Skill in interpreting and implementing Caltrans standards, policies, procedures and regulations.
- v. Skill in interpersonal relations, as applied to contacts with contractors, representatives of other governmental jurisdictions, and other SBCTA/Caltrans staff.

8. Construction Surveying Project Manager

- a. A minimum four (4) years' project management experience on similar construction projects is desired.
- b. Licensed Surveyor or pre-January 1, 1982 Registered Professional Engineer in the State of California.
- c. Accessible to the Resident Engineer and SBCTA at all times during normal working hours as specified in this Scope of Services.
- d. Under the direction of the Resident Engineer, the Survey Project Manager will be responsible for:
  - 1) Review, monitor, train, and provide general direction for CONSULTANT survey personnel.
  - 2) Assign personnel to projects on an as-needed basis.
  - 3) Administer personal leave, subject to approval of the Resident Engineer.
  - 4) Prepare monthly reports for delivery to the Resident Engineer.

9. Field Party Chief(s)

- a. The person(s) holding the position of Party Chief shall meet at least one of the following licensing requirements:
  - 1) A licensed Land Surveyor in the State of California.
  - 2) A pre-January 1, 1982, Registered Professional Civil Engineer in the State of California.

- 3) An experienced surveyor who serves as chief under the direction or supervision of a person who is a licensed Land Surveyor or pre-January 1, 1982 Registered Professional Civil Engineer in the State of California. The direction or supervision shall place the supervisor in “responsible charge” of the work. “Responsible Charge” is defined in Chapter 15 of the Business and Professions Code (the Land Surveyor’s Act) and Title 16, Chapter 5, of the California Administrative Code (regulations adopted by the Board of Registration for Professional Engineers and Land Surveyors).
- b. The Party Chief(s) should have a minimum two (2) years’ survey experience on similar construction projects and possess the following additional capabilities:
- 1) Thorough knowledge of construction survey practices and the ability to read and interpret plans and specifications.
  - 2) Ability to make effective decisions concerning field problems and work in progress.
  - 3) Familiarity with typical coordinate geometry computer programs.
  - 4) Familiarity with safety requirements for surveying near traffic.
- c. The Party Chief(s) will assume the following responsibilities:
- 1) Perform construction staking services for Project construction.
  - 2) Administer day to day activities for the survey party.
  - 3) Perform analytical survey calculations for items such as grading, horizontal and vertical control, right of way, and minor in-field design.
  - 4) Maintain continuous communication with the Resident Engineer, field personnel, and construction administration staff.

#### 10. Survey Crews

- a. Qualifications for survey crew members should include the following:
- 1) A minimum of one (1) year of survey experience on similar construction projects is desired.
  - 2) Fundamental knowledge of construction survey practices and the ability to read and interpret plans and specifications.

- 3) Ability to assist Party Chiefs and office personnel in all required surveying work.
  - 4) One survey crew member must have the ability to assume temporary leadership of the survey party in the absence of the Party Chief.
- b. Under the direction of the Resident Engineer and the Party Chief, the survey crew members will assume the following responsibilities:
- 1) Perform basic calculations to support construction staking.
  - 2) Maintain continuous communication with Party Chiefs and office personnel.

END OF SCOPE OF WORK

**San Bernardino County Transportation Authority (SBCTA)**  
**Project: I-215 Bi-County Landscape**  
**Contract No.: 21-1002534**

**CM Pre-Construction Services**

Firm	Duration		Total Cost	Comments
TRC	9/1/2021-12/31/2021	3 months.	\$ 31,198.70	Limited preconstructability review, pre-construction site inventory and photos, setup project files, and bid assistance
DESI	9/1/2021-12/31/2021	3 months.	\$ 343.48	
Meadows Consultants	9/1/2021-12/31/2021	3 months.	\$ -	
Geocon	9/1/2021-12/31/2021	3 months.	\$ -	Optional Services: As-built survey for Barton Road I-215 IC
GUIDA	9/1/2021-12/31/2021	3 months.	\$ 10,677.39	
			<b>\$ 42,219.57</b>	

**CM Construction Services 2022 - 2023 (14 months)**

Firm	Duration		Total Cost	Comments
TRC	1/1/2022-2/28/2023	14 months.	\$ 722,568.55	Construction management and inspection services
DESI	1/1/2022-2/28/2023	14 months.	\$ 36,878.08	Construction electrical inspection and fiber optic testing
Meadows Consultants	1/1/2022-2/28/2023	14 months.	\$ 22,195.20	Labor compliance
Geocon	1/1/2022-2/28/2023	14 months.	\$ 26,989.12	As-Directed by SBCTA: Geotechnical testing to verify subgrade compaction
GUIDA	1/1/2022-2/28/2023	14 months.	\$ 33,852.90	Optional Services: Area surveys for quantity verification of gravel mulch areas throughout the project limits
			<b>\$ 842,483.85</b>	

**CM Construction Services - Plant Establishment 2023 (10 months)**

Firm	Duration		Total Cost	Comments
TRC	3/1/2023-12/31/2023	10 months.	\$ 89,972.01	Construction management and inspection services, includes closeout of construction and PE contract
DESI	3/1/2023-12/31/2023	10 months.	\$ -	
Meadows Consultants	3/1/2023-12/31/2023	10 months.	\$ 10,840.00	Labor compliance
Geocon	3/1/2023-12/31/2023	10 months.	\$ -	
GUIDA	3/1/2023-12/31/2023	10 months.	\$ -	
			<b>\$ 100,812.01</b>	

**CM Construction Services - Plant Establishment 2024 (2 months) / Start EEP 2024 (10 months)**

Firm	Duration		Total Cost	Comments
TRC	1/1/2024-12/31/2024	12 months.	\$ 82,071.56	Construction management and inspection services
DESI	1/1/2024-12/31/2024	12 months.	\$ -	
Meadows Consultants	1/1/2024-12/31/2024	12 months.	\$ 10,606.56	Labor compliance
Geocon	1/1/2024-12/31/2024	12 months.	\$ -	
GUIDA	1/1/2024-12/31/2024	12 months.	\$ -	
			<b>\$ 92,678.12</b>	

**CM Construction Services - EEP 2025**

Firm	Duration		Total Cost	Comments
TRC	1/1/2025-12/31/2025	12 months.	\$ 65,077.20	Construction management and inspection services
DESI	1/1/2025-12/31/2025	12 months.	\$ -	
Meadows Consultants	1/1/2025-12/31/2025	12 months.	\$ 10,350.00	Labor compliance
Geocon	1/1/2025-12/31/2025	12 months.	\$ -	
GUIDA	1/1/2025-12/31/2025	12 months.	\$ -	
			<b>\$ 75,427.20</b>	

**CM Construction Services - EEP 2026**

Firm	Duration		Total Cost	Comments
TRC	1/1/2026-12/31/2026	12 months.	\$ 67,029.36	Construction management and inspection services
DESI	1/1/2026-12/31/2026	12 months.	\$ -	Labor compliance
Meadows Consultants	1/1/2026-12/31/2026	12 months.	\$ 10,660.32	
Geocon	1/1/2026-12/31/2026	12 months.	\$ -	
GUIDA	1/1/2026-12/31/2026	12 months.	\$ -	
			<b>\$ 77,689.68</b>	

**CM Construction Services - EEP 2027**

Firm	Duration		Total Cost	Comments
TRC	1/1/2027-12/31/2027	12 months.	\$ 69,040.80	Construction management and inspection services
DESI	1/1/2027-12/31/2027	12 months.	\$ -	Labor compliance
Meadows Consultants	1/1/2027-12/31/2027	12 months.	\$ 10,980.00	
Geocon	1/1/2027-12/31/2027	12 months.	\$ -	
GUIDA	1/1/2027-12/31/2027	12 months.	\$ -	
			<b>\$ 80,020.80</b>	

**CM Construction Services - EEP 2028**

Firm	Duration		Total Cost	Comments
TRC	1/1/2028-2/28/2028	2 months.	\$ 32,989.46	Construction management and inspection services, contract closeout, and archive project files
DESI	1/1/2028-2/28/2028	2 months.	\$ -	Labor compliance and contract closeout
Meadows Consultants	1/1/2028-2/28/2028	2 months.	\$ 5,026.56	
Geocon	1/1/2028-2/28/2028	2 months.	\$ -	
GUIDA	1/1/2028-2/28/2028	2 months.	\$ -	
			<b>\$ 38,016.02</b>	

Total Proposed Cost: **\$ 1,349,347.25**



## San Bernardino County Transportation Authority (SBCTA)

Project: I-215 Bi-County Landscape

Contract No.: 21-1002534

Phase	Item					2021 Hourly		
Pre-Construction	Personnel	Classification	Duration		Est. Hours	Rates	Total Cost	Comments
	Steve Quezada, PE	Project Manager/Resident Engineer	9/1/2021-12/31/2021	3 months.	6.00	\$ 229.69	\$ 1,378.14	Contract administration
	Matt Tsugawa, RLF	Landscape Architect Resident Engineer	9/1/2021-12/31/2021	3 months.	80.00	\$ 183.34	\$ 14,667.20	PS&E Constructability Review, Bid Assistance
	Linda Smoot	Office Engineer	9/1/2021-12/31/2021	3 months.	0.00	\$ 125.66	\$ -	
	Venessa Sanchez	Office Engineer	9/1/2021-12/31/2021	3 months.	24.00	\$ 75.19	\$ 1,804.56	Set-up project filing system (physical & digital)
	Armando Castaneda / Albert Murillo / Glenn Forbes	Landscape Construction ARE	9/1/2021-12/31/2021	3 months.	72.00	\$ 185.40	\$ 13,348.80	Pre-Construction Site Inventory and Photos
	John Kannor (sub: DESI)	Electrical Construction ARE	9/1/2021-12/31/2021	3 months.	2.00	\$ 171.74	\$ 343.48	
	Karen Meadows (sub: Meadows Consultants)	Labor Compliance Officer	9/1/2021-12/31/2021	3 months.	0.00	\$ 127.72	\$ -	
							\$ 31,542.18	

**Tasks**

1. PS&E Constructability Reviews
2. Pre-Construction Site Inventory and Photos
3. Set-up project filing system
4. Bid Assistance, addenda, pre-bid meeting
5. Assist SBCTA with SMARTS (if required)
6. Pre-Construction Meeting

**Optional Services: As-Built Surveying**

Phase	Item					2021 Hourly		
Pre-Construction	Personnel	Classification	Duration		Est. Hours	Rates	Total Cost	Comments
	GUIDA	Survey Principal	9/1/2021-12/31/2021	3 months.	1.50	\$ 291.94	\$ 437.91	Contract administration
	GUIDA	Survey Project Manager	9/1/2021-12/31/2021	3 months.	3.50	\$ 223.25	\$ 781.38	As-built survey
	GUIDA	Licensed Party Chief	9/1/2021-12/31/2021	3 months.	20.00	\$ 193.40	\$ 3,868.00	As-built survey
	GUIDA	Chainman	9/1/2021-12/31/2021	3 months.	20.00	\$ 171.32	\$ 3,426.40	As-built survey
	GUIDA	Survey Analyst	9/1/2021-12/31/2021	3 months.	14.00	\$ 154.55	\$ 2,163.70	As-built survey
							\$ 10,677.39	

**Tasks**

1. As-built survey I-215 Barton IC for gravel mulch/wood mulch areas

**San Bernardino County Transportation Authority (SBCTA)**  
**Project: I-215 Bi-County Landscape**  
**Contract No.: 21-1002534**

Phase	Item					2022 Hourly Rates	2023 Hourly Rates	Total Cost	Comments
Construction	Personnel	Classification	Duration		Est. Hours				
	Steve Quezada, PE	Project Manager / Resident Engineer	1/1/2022 - 12/31/2022	12 months	24.00	\$ 236.58	\$ -	\$ 5,677.92	Resident Engineer/Contract administration.
			1/1/2023 - 2/28/2023	2 months	4.00		\$ 243.68	\$ 974.72	
	Matt Tsugawa, RLF	Landscape Architect Resident Engineer	1/1/2022 - 12/31/2022	12 months	874.00	\$ 188.84		\$ 165,046.16	Landscape Architect Resident Engineer.
			1/1/2023 - 2/28/2023	2 months	150.00		\$ 194.51	\$ 29,176.50	
	Linda Smoot	Office Engineer	1/1/2022 - 12/31/2022	12 months	96.00	\$ 129.43		\$ 12,425.28	Office Engineer/QA document control.
			1/1/2023 - 2/28/2023	2 months	16.00		\$ 133.31	\$ 2,132.96	
	Venessa Sanchez	Office Engineer	1/1/2022 - 12/31/2022	12 months	747.00	\$ 77.45		\$ 57,855.15	Office Engineer and document control.
			1/1/2023 - 2/28/2023	2 months	114.00		\$ 79.77	\$ 9,093.78	
	Armando Castaneda / Albert Murillo / Glenn Forbes	Landscape Construction ARE	1/1/2022 - 12/31/2022	12 months	1992.00	\$ 190.96		\$ 380,392.32	Full-time Construction Inspection.
			1/1/2023 - 2/28/2023	2 months	304.00		\$ 196.69	\$ 59,793.76	
	John Kannor (sub: DESI)	Electrical Construction ARE	1/1/2022 - 12/31/2022	12 months	192.00	\$ 176.89		\$ 33,962.88	Part-time Electrical Construction Inspection.
			1/1/2023 - 2/28/2023	2 months	16.00		\$ 182.20	\$ 2,915.20	
	Karen Meadows (sub: Meadows Consultants)	Labor Compliance Officer	1/1/2022 - 12/31/2022	12 months	144.00	\$ 131.55		\$ 18,943.20	Part-time Labor Compliance review of certified payrolls.
			1/1/2023 - 2/28/2023	2 months	24.00		\$ 135.50	\$ 3,252.00	
								<b>\$ 781,641.83</b>	

**Assumptions / Additional Comments**

1. Assume 14-month construction schedule.
2. Resident Engineer / Landscape Architect / Office Engineer / Electrical Construction ARE / Labor Compliance Officer are part-time positions.
3. All landscape construction inspection services provided as full-time position.
4. Per 2018 Standard Specifications, Contractor will solely be responsible for scheduling all required traffic closures and daily call-ins and call-outs.
5. Construction management will be provided in accordance with the latest edition of the Caltrans Construction Manual.
6. Work required on Holidays identified in the Special Provisions will be overtime pay to Construction Management personnel as required by the DIR Wage Determinations.

**Geo-Technical Construction Services**

Phase	Item					2022 Hourly Rates	2023 Hourly Rates	Total Cost	Comments
Construction	Personnel	Classification	Duration		Est. Hours				
	Geocon	Senior Engineer	1/1/2022 - 12/31/2022	12 months	48.00	\$ 222.79		\$ 10,693.92	Contract Administration / Geotechnical Engineering.
			1/1/2023 - 2/28/2023	2 months					
	Geocon	Senior Geologist	1/1/2022 - 12/31/2022	12 months	16.00	\$ 222.79		\$ 3,564.64	Geotechnical Engineering.
			1/1/2023 - 2/28/2023	2 months					
	Geocon	Geotechnical Technician	1/1/2022 - 12/31/2022	12 months	96.00	\$ 132.61		\$ 12,730.56	Compaction testing.
			1/1/2023 - 2/28/2023	2 months					
	Geocon	Geotechnical Technician	1/1/2022 - 12/31/2022	12 months	0.00	\$ 132.61		\$ -	Compaction testing. Backup technician.
			1/1/2023 - 2/28/2023	2 months					
								<b>\$ 26,989.12</b>	

**Tasks / Assumptions / Additional Comments**

1. Geotechnical services will be provided for testing of subgrade for verifying compaction of existing conditions at selected locations.
2. Geotechnical services costs are provided for budgetary purposes only. Services will be rendered as directed by SBCTA.

## Optional Services: Construction Surveying

Phase	Item					2022 Hourly Rates	2023 Hourly Rates		
Construction	Personnel	Classification	Duration		Est. Hours			Total Cost	Comments
	GUIDA	Survey Principal	1/1/2022 - 12/31/2022	12 months	4.50	\$ 300.71		\$ 1,353.20	Contract administration.
			1/1/2023 - 2/28/2023	2 months	0.00			\$ -	
	GUIDA	Survey Project Manager	1/1/2022 - 12/31/2022	12 months	10.50	\$ 236.85		\$ 2,486.93	As-built survey.
			1/1/2023 - 2/28/2023	2 months	0.00			\$ -	
	GUIDA	Licensed Party Chief	1/1/2022 - 12/31/2022	12 months	60.00	\$ 206.11		\$ 12,366.60	As-built survey.
			1/1/2023 - 2/28/2023	2 months	0.00			\$ -	
	GUIDA	Chainman	1/1/2022 - 12/31/2022	12 months	60.00	\$ 182.67		\$ 10,960.20	As-built survey.
			1/1/2023 - 2/28/2023	2 months	0.00			\$ -	
	GUIDA	Survey Analyst	1/1/2022 - 12/31/2022	12 months	42.00	\$ 159.19		\$ 6,685.98	As-built survey.
			1/1/2023 - 2/28/2023	2 months	0.00			\$ -	
								<b>\$ 33,852.90</b>	

**Tasks / Assumptions / Additional Comments**

1. Construction surveying costs are provided for budgetary purposes only. Services will be rendered as directed by SBCTA.
2. Construction surveying is for verifying field measured quantities for gravel mulch, all types.

**San Bernardino County Transportation Authority (SBCTA)**  
**Project: I-215 Bi-County Landscape**  
**Contract No.: 21-1002534**

Phase	Item					2023 Hourly Rates	2024 Hourly Rates	Total Cost	Comments
Plant Establishment	Personnel	Classification	Duration		Est. Hours				
	Steve Quezada, PE	Project Manager / Resident Engineer	3/1/2023 - 12/31/2023	10 months.	20.00	\$ 243.68	\$ -	\$ 4,873.60	Resident Engineer/Contract administration
			1/1/2024 - 2/28/2024	2 months	4.00		\$ 250.99	\$ 1,003.96	
	Matt Tsugawa, RLF	Landscape Architect Resident Engineer	3/1/2023 - 12/31/2023	10 months.	253.00	\$ 194.51		\$ 49,211.03	Landscape Architect Resident Engineer
			1/1/2024 - 2/28/2024	2 months	52.00		\$ 200.34	\$ 10,417.68	
	Linda Smoot	Office Engineer	3/1/2023 - 12/31/2023	10 months.	0.00	\$ 133.31		\$ -	Office Engineer/QA document control and
			1/1/2024 - 2/28/2024	2 months	40.00		\$ 137.31	\$ 5,492.40	document archiving
	Venessa Sanchez	Office Engineer	3/1/2023 - 12/31/2023	10 months.	154.00	\$ 79.77		\$ 12,284.58	Office Engineer, document control and
			1/1/2024 - 2/28/2024	2 months	24.00		\$ 82.16	\$ 1,971.84	document archiving
	Armando Castaneda / Albert Murillo / Glenn Forbes	Landscape Construction ARE	3/1/2023 - 12/31/2023	10 months.	120.00	\$ 196.69		\$ 23,602.80	Part-time Construction Inspection, once per
			1/1/2024 - 2/28/2024	2 months	52.00		\$ 202.59	\$ 10,534.68	month
	Karen Meadows	Labor Compliance Officer	3/1/2023 - 12/31/2023	10 months.	80.00	\$ 135.50		\$ 10,840.00	
			1/1/2024 - 2/28/2024	2 months	16.00		\$ 139.56	\$ 2,232.96	
								<b>\$ 132,465.53</b>	

**Assumptions / Additional Comments**

1. One-year Plant Establishment phase (12 months).
2. All positions are part-time.
3. Per 2018 Standard Specifications, TRC will conduct one site visit per month to verify current conditions and document.
4. Additional hours are allocated at the end of Plant Establishment for final inspections, PFE, contract closeout, and archiving of project files.
5. CM Services provided include:
  - a. Prepare monthly progress payments.
  - b. Prepare WSWDs.
  - c. Prepare Monthly RE PE Reports.
  - d. Document control and archive project files at end of contract.
  - e. Monthly labor compliance reviews of contractor submitted certified payrolls.
  - f. Review and approve contractor submittals.
  - g. Prepare correspondences to SBCTA, Caltrans, and contractor as needed.
  - h. No weekly construction meetings are anticipated during Plant Establishment.

San Bernardino County Transportation Authority (SBCTA)  
Project: I-215 Bi-County Landscape  
Contract No.: 21-1002534

Phase	Item					2024 Hourly Rates	2025 Hourly Rates	2026 Hourly Rates	2027 Hourly Rates	2028 Hourly Rates		
EEP (4 years)	Personnel	Classification	Duration		Est. Hours						Total Cost	Comments
	Steve Quezada, PE	Project Manager / Resident Engineer	3/1/2024 - 12/31/2024	10 months.	20.00	\$ 250.99					\$ 5,019.80	Resident Enginner/Contract administratic
			1/1/2025 - 12/31/2025	12 months	24.00		\$ 258.52				\$ 6,204.48	
			1/1/2026 - 12/31/2026	12 months	24.00			\$ 266.27			\$ 6,390.48	
			1/1/2027 - 12/31/2027	12 months	24.00				\$ 274.26		\$ 6,582.24	
			1/1/2028 - 3/31/2028	2 months	6.00				\$ 282.49	\$ 1,694.94		
	Matt Tsugawa, RLF	Landscape Architect Resident Engineer	3/1/2024 - 12/31/2024	10 months.	100.00	\$ 200.34					\$ 20,034.00	Landscape Architect Resident Engineer
			1/1/2025 - 12/31/2025	12 months	120.00		\$ 206.35				\$ 24,762.00	
			1/1/2026 - 12/31/2026	12 months	120.00			\$ 212.54			\$ 25,504.80	
			1/1/2027 - 12/31/2027	12 months	120.00				\$ 218.92		\$ 26,270.40	
			1/1/2028 - 3/31/2028	2 months	48.00				\$ 225.49	\$ 10,823.52		
	Linda Smoot	Office Engineer	3/1/2024 - 12/31/2024	10 months.	0.00	\$ 137.31					\$ -	Office Engineer/QA document control and document archiving
			1/1/2025 - 12/31/2025	12 months	0.00		\$ 141.43				\$ -	
			1/1/2026 - 12/31/2026	12 months	0.00			\$ 145.67			\$ -	
			1/1/2027 - 12/31/2027	12 months	0.00				\$ 150.04		\$ -	
			1/1/2028 - 3/31/2028	2 months	20.00				\$ 154.55	\$ 3,091.00		
	Venessa Sanchez	Office Engineer	3/1/2024 - 12/31/2024	10 months.	40.00	\$ 82.16					\$ 3,286.40	Office Engineer, document control and document archiving
			1/1/2025 - 12/31/2025	12 months	48.00		\$ 84.63				\$ 4,062.24	
			1/1/2026 - 12/31/2026	12 months	48.00			\$ 87.17			\$ 4,184.16	
			1/1/2027 - 12/31/2027	12 months	48.00				\$ 89.78		\$ 4,309.44	
			1/1/2028 - 3/31/2028	2 months	40.00				\$ 92.47	\$ 3,698.80		
	Armando Castaneda / Albert Murillo / Glenn Forbes	Landscape Construction ARE	3/1/2024 - 12/31/2024	10 months.	120.00	\$ 202.59					\$ 24,310.80	Part-time Construction Inspection, once per month
			1/1/2025 - 12/31/2025	12 months	144.00		\$ 208.67				\$ 30,048.48	
			1/1/2026 - 12/31/2026	12 months	144.00			\$ 214.93			\$ 30,949.92	
			1/1/2027 - 12/31/2027	12 months	144.00				\$ 221.38		\$ 31,878.72	
			1/1/2028 - 3/31/2028	2 months	60.00				\$ 228.02	\$ 13,681.20		
	Karen Meadows	Labor Compliance Officer	3/1/2024 - 12/31/2024	10 months.	60.00	\$ 139.56					\$ 8,373.60	Monthly labor compliance reviews of contractor submitted certified payrolls and report preparation.
			1/1/2025 - 12/31/2025	12 months	72.00		\$ 143.75				\$ 10,350.00	
			1/1/2026 - 12/31/2026	12 months	72.00			\$ 148.06			\$ 10,660.32	
			1/1/2027 - 12/31/2027	12 months	72.00				\$ 152.50		\$ 10,980.00	
			1/1/2028 - 3/31/2028	2 months	32.00				\$ 157.08	\$ 5,026.56		
											\$ 305,511.42	

Assumptions / Additional Comments

- 1. Four-year Establish Existing Planting (EEP) phase (48 months).
- 2. All positions are part-time.
- 3. Per 2018 Standard Specifications, TRC will conduct one site visit per month to verify current conditions and document.
- 4. Additional hours are allocated at the end of Plant Establishment for final inspections, PFE, contract closeout, and archiving of project files.
- 5. CM Services will include:

Attachment: 21-1002534 - Exhibit B - Cost Proposal (7635 : I-215 Bi-County Landscaping CM Services

- a. Prepare monthly progress payments.
- b. Prepare WSWDs.
- c. Prepare Monthly RE PE Reports.
- d. Document control and archive project files at end of contract.
- e. Monthly labor compliance reviews of contractor submitted certified payrolls.
- f. Change order preparation.
- g. Pre-construction meeting. No weekly construction meetings are anticipated.
- h. Correspondences with the contractor, SBCTA, and Caltrans.
- i. Review and approval contractor required submittals.

## ***Minute Action***

### AGENDA ITEM: 9

***Date:*** *October 14, 2021*

***Subject:***

2021 Update to the 10-Year Delivery Plan - Valley Freeway Interchange Program

***Recommendation:***

Receive an update and provide direction on the 2021 Update to the 10-Year Delivery Plan for the Valley Freeway Interchange Projects Program.

***Background:***

The SBCTA Board of Directors (Board) adopted the first Measure I 2010-2040 10-Year Delivery Plan (Delivery Plan) in January 2012. The Delivery Plan provides a list of projects to be developed during a ten-year period and identifies project scopes, schedules, and budgets. Additionally, it provides a basis for the development of the annual budget for capital projects. The Delivery Plan is a living document that is updated every two years in order to capture revisions to the projects and assumptions in the plan, actual Measure I revenue figures, and relevant Board actions. Staff anticipates providing the 2021 Update to the 10-Year Delivery Plan (2021 Update) in its entirety for approval by the Board in December 2021.

The Board received a synopsis of the Measure I Valley Freeway Interchange Projects Program (Interchange Program) at the October 6, 2021 Board meeting (Item 15 on the consent agenda), including current status of projects in the 2019 Update to the 10-Year Delivery Plan (2019 Update) and proposed new projects for inclusion. Table 1 is the information presented to the Board regarding current project status relative to the project scheduling and total project cost forecasts identified in the 2019 Update, with current updated information shown in bold italics.

**Table 1. Valley Freeway Interchange Projects Program Delivery Plan Project Status**

<b>Project</b>	<b>Schedule</b>	<b>Cost</b>	<b>Phase</b>
I-10/Cedar Avenue IC	√	-1M	Design
SR 210/Base Line IC	+1 yr	-1M	Construction
SR 60/Central Avenue IC	+1 yr	+4M	Construction
I-10/University Street IC	+1 yr	√	Construction
I-215/University Parkway IC	+2 yr	√	Design
I-10/Alabama Street IC	+1 yr	√	Construction
SR 60/Archibald Avenue IC	√	+4M	Construction
I-10/Mount Vernon Avenue IC	+1 yr	+17M	Environmental
I-10/Riverside Avenue IC Phase 2 <sup>1</sup>	TBD	TBD	TBD
I-15/Base Line Road IC - AEA	N/A	N/A	Close Out
SR 60/Euclid Avenue IC - AEA	N/A	N/A	Reimbursed
I-15/Sierra Avenue IC - AEA	N/A	N/A	Reimbursed
I-10/Euclid Avenue IC <sup>2</sup>	√	√	Design-Build
I-10/Monte Vista Avenue IC <sup>2</sup>	√	√	Design-Build

*Entity: San Bernardino County Transportation Authority*

<b>Project</b>	<b>Schedule</b>	<b>Cost</b>	<b>Phase</b>
I-10/Vineyard Avenue IC <sup>2</sup>	√	√	Design-Build
SR 210/Waterman Avenue IC (Phasing Program)	New	New	Proj Initiation
<b><i>SR 210/5<sup>th</sup> Street IC (Phasing Program)<sup>3</sup></i></b>	<b><i>New</i></b>	<b><i>New</i></b>	<b><i>Proj Initiation</i></b>
I-10/Wildwood Canyon IC (Phasing Program)	New	New	Environmental
Interchange Phasing Program <sup>4</sup>	N/A	<b><i>+19M</i></b>	N/A

<sup>1</sup> City-led project – ***update provided by City of Rialto in September 2021 and discussed below***

<sup>2</sup> Project costs are included in the Freeway Program – I-10 Corridor Contract 1 project.

<sup>3</sup> ***City request for programming received April 2020 and was inadvertently omitted previously***

<sup>4</sup> ***Increase required to fully fund Interchange Phasing Program***

Additionally the Board was provided a comparison of the revenue forecasts in the 2019 Update relative to those in the 2021 Update as presented in Table 2.

**Table 2. Valley Freeway Interchange Projects Program Revenue Comparison 2019 Update vs 2021 Update (1,000s)**

<b>Period</b>	<b>2019 Update</b>	<b>2021 Update</b>	<b>Change</b>
FY2010/2011 - 2020/2021	\$149,061	\$152,637	+\$3,576
FY2021/2022 - 2030/2031	\$192,633	\$211,525	+\$18,892
FY2031/2032 - 2039/2040	\$234,075	\$257,011	+\$22,936
<b>TOTAL</b>	<b>\$575,769</b>	<b>\$621,173</b>	<b>+\$45,404</b>
Uncommitted Balance through 2040*	\$117,000	\$163,000	+\$46,000

\* Preliminary estimate

On October 5, 2021, the City of Rialto (City) submitted a formal request for consideration of inclusion of an updated scope of the Interstate 10 (I-10)/Riverside Avenue Interchange Phase 2 Project (Phase 2 Project) in the 10-Year Delivery Plan. The Phase 2 Project will widen the bridge over the Union Pacific railroad tracks south of I-10 to Slover Avenue to match the lane configuration constructed as part of the I-10/Riverside Avenue Interchange Phase 1 Project (Phase 1 Project) that widened the bridge over I-10. The Phase 2 Project was envisioned to be primarily funded with Federal Highway Bridge Program (HBP) funds for replacement of the bridge, with Measure I funding the public share of the incremental cost to widen the structure. The timing of availability of HBP funds was such that the City determined the Phase 1 Project to construct the I-10 bridge and ramps should proceed, with the bridge over the railroad to be replaced and widened at a later time. The Phase 2 Project has been included in the SBCTA 10-Year Delivery Plan since 2014 with the expected Measure I contribution ranging from \$2 million to \$4 million. In September 2021, the City notified SBCTA staff that the project had been determined to no longer be eligible for replacement or funding through the HBP, which would substantially increase the City and SBCTA funding requirements since the HBP funds almost 89% of project costs. The scope of the Phase 2 Project was therefore proposed to be changed from “bridge replacement plus widening” to “widening of the existing bridge.” Table 3 compares the 2019 Update funding requirements to the requirements for inclusion in the 2021 Update.



**Table 3. I-10/Riverside Interchange Phase 2 Project Funding Comparison  
 2019 Update vs 2021 Update (1,000s)**

<b>Fund Source</b>	<b>2019 Update</b>	<b>2021 Update</b>	<b>Change</b>
SBCTA Public Share	\$1,854	\$27,386	+\$25,532
City/Developer Share	\$795	\$10,335	+\$9,540
HBP	\$20,441	\$0	-\$20,441
<b>TOTAL</b>	<b>\$23,089</b>	<b>\$37,721</b>	<b>+\$14,632</b>

When comparing the cost increases shown in Tables 1 and 3, totaling \$62 million in Measure I funds, to the Measure I revenue increases shown in Table 2, totaling \$22 million, it would appear that this request for the Phase 2 Project would require a reprioritization of project schedules. Additionally, while there remains an ending balance in the Interchange Program, initial analysis of the cash flows before this change to the cost of the Phase 2 Project (initial analysis) indicates that the bond capacity has been maximized through 2031, but this analysis is very sensitive to the timing of cash flow need. For example, in the initial analysis, although there have been cost increases overall in this program, the schedule delays have decreased the need for bonding, and any excess funding capacity through 2031 was assumed to be available to the interchange phasing program (phasing program), which allowed for the inclusion of \$25 million in uncommitted funds for this purpose. It should be noted that the maximum commitment of SBCTA to a phasing program project is the public share of a \$10 million total project cost.

Additionally, the I-10/Riverside Interchange, although included in the SBCTA Development Mitigation Nexus Study (2005), was not included in the Board-approved ranking of interchanges in the Strategic Plan (2009) because it was expected to be under construction at the beginning of Measure I in 2010, and had been included in the Measure I Project Advancement Program described in the Strategic Plan. Therefore, direction is needed from the Board to staff on how to proceed with prioritization of the Phase 2 Project, in terms of schedule. Funding the entire public share of the Phase 2 Project may require partial or full deferral of further commitments to the phasing program over the next 10 years beyond the three phasing program interchanges listed in Table 1. These are the only phasing program requests that have been received from Valley jurisdictions since the inception of the phasing program five years ago. An additional consideration is the current commitment to the top ten ranked interchanges that are not yet under construction but expected to be under construction in the next two years, particularly the I-10/Cedar Avenue Interchange and the I-10/Mount Vernon Avenue Interchange, which require contributions of Measure I currently estimated at \$73 million and \$68 million, respectively.

To assist in advancing the I-10/Riverside Avenue Phase 2 Project, while limiting the schedule impact to other projects in the Interchange Program, one option could consist of allocations of Measure I for the public share of the design, right of way, and utility relocation phases. These costs would total \$5,190,000, and inclusion in this 2021 Update would allow the project to progress toward construction, which is scheduled for 2024. During this period staff will seek external State and/or Federal sources to fund all or a portion of the public share of the construction phase. Staff is seeking direction from the Board for how to incorporate this

Board of Directors Metro Valley Study Session Agenda Item

October 14, 2021

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modified project scope into the 10-Year Delivery Plan and could consider other options than the one described above.

***Financial Impact:***

This item is consistent with the Fiscal Year 2021/2022 Budget.

***Reviewed By:***

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

***Responsible Staff:***

Andrea Zureick, Director of Fund Administration

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San Bernardino County Transportation Authority

Approved  
Board of Directors Metro Valley Study Session  
Date: October 14, 2021

Witnessed By:

## Additional Information

# BOARD OF DIRECTORS METRO VALLEY STUDY SESSION ATTENDANCE - 2021

## 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			
<b>Ray Marquez</b> City of Chino Hills		X	X	X	X	X		X	X			
<b>Frank Navarro</b> City of Colton		X	X	X	X	X		X	X			
<b>Aquanetta Warren</b> City of Fontana		X	X	X	X	X		X	X			
<b>Darcy McNaboe</b> City of Grand Terrace		X	X	X	X	X		X				
<b>Larry McCallon</b> City of Highland		X	X	X	X	X		X	X			
<b>Rhodes 'Dusty' Rigsby</b> City of Loma Linda												
<b>John Dutrey</b> City of Montclair		X	X	X	X	X		X				
<b>Alan Wapner</b> City of Ontario		X	X	X	X	X		X	X			
<b>L. Dennis Michael</b> City of Rancho Cucamonga		X	X	X	X	X						
<b>Paul Barich</b> City of Redlands			X	X	X	X						
<b>Deborah Robertson</b> City of Rialto		X	X			X		X	X			
<b>John Valdivia</b> City of San Bernardino		X	X	X	X	X		X	X			
<b>Carlos Garcia</b> City of Upland												
<b>Bill Velto</b> City of Upland		X*										
<b>David Avila</b> City of Yucaipa		X	X	X				X	X			

X = member attended meeting. \* = alternate member attended meeting. Empty box = Did not attend meeting. Crossed out box = not a Board Member at the time.  
Shaded box = No meeting

Communication: Attendance (Additional Information)

# BOARD OF DIRECTORS METRO VALLEY STUDY SESSION ATTENDANCE - 2021

## VALLEY BOARD MEMBER ATTENDANCE (Cont.)

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
<b>Curt Hagman</b> Board of Supervisors		X	X	X	X	X		X	X			
<b>Dawn Rowe</b> Board of Supervisors		X	X	X	X	X		X	X			
<b>Janice Rutherford</b> Board of Supervisors		X	X	X	X	X		X	X			
<b>Joe Baca, Jr.</b> Board of Supervisors		X	X	X	X	X		X	X			

## MOUNTAIN/DESERT BOARD MEMBER ATTENDANCE

<b>Daniel Ramos</b> City of Adelanto												
<b>Gerardo Hernandez</b> City of Adelanto												
<b>Art Bishop</b> Town of Apple Valley		X	X	X	X	X		X	X			
<b>Paul Courtney</b> City of Barstow												
<b>Rick Herrick</b> City of Big Bear Lake												
<b>Cameron Gregg</b> City of Hesperia												
<b>Edward Paget</b> City of Needles												
<b>Joel Klink</b> City of Twentynine Palms												
<b>Debra Jones</b> City of Victorville												
<b>Rick Denison</b> Town of Yucca Valley		X	X	X		X		X	X			

X = member attended meeting. \* = alternate member attended meeting. Empty box = Did not attend meeting. Crossed out box = not a Board Member at the time.  
Shaded box = No meeting

Communication: Attendance (Additional Information)

## BOARD OF DIRECTORS METRO VALLEY STUDY SESSION ATTENDANCE – 2021

<b>Paul Cook</b> Board of Supervisors		X	X	X	X	X		X	X			
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## Acronym List

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

**Acronym List**

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