

AGENDA

Board of Directors Metro Valley Study Session

June 9, 2022

*****Start Time: 9:45 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, 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
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, Mayor
City of Yucaipa

Mountain/Desert Representatives

Daniel Ramos, Mayor Pro Tem
City of Adelanto

Art Bishop, Mayor Pro Tem
Town of Apple Valley

Paul Courtney, Mayor
City of Barstow

Rick Herrick, Mayor
City of Big Bear Lake

Rebekah Swanson, Council Member
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, Mayor Pro Tem
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

June 9, 2022

9:45 AM

Location

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

Items listed on the agenda are intended to give notice to members of the public of a general description of matters to be discussed or acted upon. The posting of the recommended actions does not indicate what action will be taken. The Board may take any action that it deems to be appropriate on the agenda item and is not limited in any way by the notice of the recommended action.

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.

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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

Pg. 17

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 - Administrative Matters

3. Election of Committee Chair and Vice Chair

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Conduct elections for members to serve as Chair and Vice Chair of the San Bernardino County Transportation Authority Board of Directors Metro Valley Study Session for terms to end on June 30, 2023.

Presenter: Henry Stultz

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

Discussion - Project Delivery

4. Dry Run Resolutions of Necessity for the Interstate 215 University Parkway Project

Pg. 34

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. Conduct a public hearing to consider condemnation of real property required for the Interstate 215 University Parkway Interchange Project in the City of San Bernardino.

B. Upon completion of a public hearing, that the Board of Directors adopt Resolution of Necessity No. 22-166, authorizing and directing General Counsel, or her designee, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring interests in real property from: Junghwan Choi and Elaine D. Choi (Assessor's Parcel Number [APN] 0266-072-32). The resolution must be approved by at least a two-thirds majority; and

C. Upon completion of a public hearing, that the Board of Directors adopt Resolution of Necessity No. 22-167 authorizing and directing General Counsel, or her designee, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring interests in real property from: Jimmy Fikri Kaymaz (APN 0266-072-33). The resolution must be approved by at least a two-thirds majority; and

Agenda Item 4 (cont.)

D. Upon completion of a public hearing, that the Board of Directors adopt Resolution of Necessity No. 22-168 authorizing and directing General Counsel, or her designee, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring interests in real property from: San Bernardino Scottish Rite Building Association, Inc. and San Bernardino Scottish Rite Building Board, Inc. (APN 0266-591-08). The resolution must be approved by at least a two-thirds majority.

Presenter: Paul Melocoton

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

5. Amendment to Cooperative Agreement No. R14138 with the City of Ontario for the State Route 60 at Archibald Avenue Project

Pg. 43

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. 5 to Cooperative Agreement No. R14138 (15-1001150) with the City of Ontario for the Archibald Avenue at State Route 60 Project (Project) and increase the total Project cost by \$4,182,726 to \$28,101,726, with the total receivable amount increasing by \$2,711,115 to \$19,664,788, and the Public Share increasing by \$1,471,611 in Measure I Interchange Program Funds to \$8,436,938.

Presenter: Paul Melocoton

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

6. Interstate 10 Corridor Freight and Express Lane Project - Contract 2 Plans, Specifications and Estimates Design Services Contract Award

Pg. 51

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

A. Award Contract No. 22-1002722 to Associated Civil & Transportation Consulting Engineers, Inc., dba Advanced Civil Technologies, Inc., for \$57,791,176.04, for Plans, Specifications and Estimates Design Services for the Interstate 10 Corridor Freight and Express Lane Project - Contract 2, for the period beginning July 18, 2022 and ending December 31, 2027.

B. Approve a contingency budget of \$8,668,676.41 for Contract No. 22-1002722, which would be released by the Department Director as necessary, in compliance with SBCTA Procurement and Special Risk Assessment Policy No. 11000.

Presenter: Sal Chavez

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.

7. Award Contract Task Order No. 2 for Construction Management Services for the Interstate 215 University Parkway Interchange Project

Pg. 196

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:

Award Contract Task Order No. 2 for Construction Management Services for the Interstate 215 University Parkway Interchange Project to Kleinfelder Construction Services, Inc., Contract No. 22-1002705, in an amount not-to-exceed \$2,180,479.83.

Presenter: Khalid Bazmi

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

8. Metrolink Station Accessibility Improvement Phase II Project - City of Rancho Cucamonga Amendment

Pg. 232

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

Approve Amendment No. 1 to Cooperative Agreement No. 20-1002316 (20-1002316-01) with the City of Rancho Cucamonga, for the delivery of the Planning, Environmental, Design, Right-of-Way and Construction phases of the Metrolink Station Accessibility Improvement Phase II Project (Project), which increases Project funding from the City of Rancho Cucamonga by \$146,847.50, for a new funding total of \$488,210.50, and increases SBCTA funding contribution by \$146,847.50, which will be funded with Transportation Development Act Article 3 funds.

Presenter: Juan Lizarde

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

9. Interstate 215 Landscape Replacement Project - Vali Cooper & Associates, Inc., Time Extension Contract Amendment

Pg. 239

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

A. Approve Amendment No. 2 to Contract No. 16-1001378 with Vali Cooper & Associates, Inc. for Construction Management Services, to extend the expiration date by five (5) years to September 3, 2027.

B. Authorize an exception to SBCTA Policy No. 11000, Article V-C.3, "Amendments", for Contract No. 16-1001378, to extend the maximum term beyond five (5) years to complete the landscape construction and maintenance on Interstate 215 landscape segments 1, 2, 3 and 5.

Presenter: Juan Lizarde

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

10. Interstate 10/Mt. Vernon Avenue Improvements Project Right-of-Way Appraisals and Offers

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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. Authorize staff to complete appraisal of properties identified in Table A and to make offers of Just Compensation to the property owners for the acquisition of property necessary for the Interstate 10/Mt. Vernon Avenue Improvements Project (Project); and
- B. Authorize the Director of Project Delivery to add or remove parcels in Table A, as deemed necessary for the Project.

Presenter: Juan Lizarde

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

11. I-10 Express Lanes Contract 1 Project California Department of Transportation Freeway Maintenance Agreement

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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 (SBCTA), at a regularly scheduled Board meeting

- A. Approve Freeway Maintenance Agreement No. 22-1002815 with the California Department of Transportation (Caltrans) for the Interstate 10 (I-10) Express Lanes Contract 1 Project for a fifty (50) year term to align with the term of the Toll Facility Agreement (TFA) and waive the five (5) year maximum contract term as stipulated in SBCTA Procurement and Special Risk Assessment Policy No. 11000. The total estimated cost is \$17.8 million over the fifty (50) year term.
- B. Approve contingency in an amount not-to-exceed \$1.78 million over the fifty (50) year term for Contract No. 22-1002815; and authorize the Executive Director, or his designee, to release contingency as necessary for the I-10 Express Lanes Contract 1 Project Maintenance Agreement.
- C. Authorize the Executive Director, or his designee, to execute the final agreement once approved as to form by SBCTA General Counsel.
- D. Authorize the Executive Director, or his designee, to execute annual cost amendments to the agreement that do not exceed an annual three (3) percent increase over the previous year.

Presenter: Philip Chu

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 contract.

12. San Bernardino Valley Coordinated Traffic Signal System - Award of Contract No. 22-1002761 for On-Call Consultant Support and Development of Smart County Master Plan

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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. Allocate \$500,000 of Measure I Valley Traffic Management System (TMS) Program funds to partially fund development of a Smart County Master Plan.

B. Award Contract No. 22-1002761 with Iteris, Inc., for the San Bernardino Valley Coordinated Traffic Signal System On-Call Consultant Support and Development of a Smart County Master Plan in an amount not-to-exceed \$2,500,000 for a term to expire on June 30, 2027, to be funded with \$1,500,000 in Measure I Valley TMS Program funds and \$1,000,000 in an anticipated contribution from San Bernardino County.

C. Approve contingency for Contract No. 22-1002761, in the amount of \$250,000, to be released in accordance with Policy No. 11000, VIII.B.6.

Presenter: Timothy Byrne

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 contract.

Discussion - Transportation Programming and Fund Administration

13. Capital Project Needs Analysis Submittals and Funding Allocations for the Measure I Valley Major Street Program/Arterial Sub-program for Fiscal Year 2022/2023

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

Approve the Project List for the Measure I Valley Major Street Program/Arterial Sub-program allocations for Fiscal Year 2022/2023 as referenced in Attachment A.

Presenter: Michele Fogerson

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 Metro Valley Study Session will go dark in July.
The next Metro Valley Study Session is scheduled for August 11, 2022.**

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 can be reached by phone at (909) 884-8276 or via email at clerkoftheboard@gosbcta.com and office is located at 1170 W. 3rd Street, 2nd Floor, San Bernardino, CA.

Agendas – All agendas are posted at www.gosbcta.com/board/meetings-agendas/ at least 72 hours in advance of the meeting. Staff reports related to agenda items may be reviewed online at that web address. Agendas are also posted at 1170 W. 3rd Street, 1st Floor, San Bernardino at least 72 hours in advance of the meeting.

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: June 9, 2022

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

Item No.	Contract No.	Principals & Agents	Subcontractors
2	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 Treesmith Enterprises, Inc. Universal Construction
	17-1001599	Lane-Security Paving Joint Venture <i>Giuseppe Quarta</i> <i>Joseph Ferndino</i>	Aegis Project Controls Corp. A.M. Concrete Antigo Construction Apex Logistics Arellano Associates, LLC BC Traffic Rentals Boral Resources, LLC Bridge Deck Solutions

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

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2 Cont.			<p> C Below CalPortland Company Cal-Stripe Cemex CGO Construction CH2M Hill Engineers, Inc. CMC Commercial Metals Conco Pumping Con-Fab California CTI Milling CW Allied, Inc. Diversified Landscape Dywidag Systems EBS General Engineering, Inc. ECS Euclid Chemical Company Ferreira Construction Fitzgerald Formliners Fleming & Sons Concrete Forefront Deep Foundations Foundation Pile FPL and Associates, Inc. Fryman Management, Inc. 2G3 Quality, Inc. G&F Concrete Cutting Global Road Sealing Golden State Boring & Pipe Hanes Geo Components Harber Companies Highlight Electric Irvine Pipe Company ISCO Industries JC Supply & Manufacturing JT Construction Products, LLC L Johnson Construction L.B. Foster Construction Malcolm Drilling Company Michael Baker International, Inc. Miranda Logistics Murphy Industrial Coatings Pacific Corrugated Pipe Co. Peri Formworks Pipe Jacking Trenchless, Inc. Pro-Cast Products, Inc. PQM, Inc. </p>
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2 Cont.			The R. J. Noble Company Rupert Construction Supply Sierra Landscape Development Skyline Steel Spartan Mat, LLC Statewide Traffic Safety and Signs, Inc. Strength Transportation Management Titan Constructor Engineering V&A, Inc. Vulcan Materials
	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.

Item No. 4 – Dry Run Resolutions of Necessity for the Interstate 215 University Parkway Project

APN#	Principals & Agents
APN 0266-072-32	Junghwan Choi and Elaine D. Choi
APN 0266-072-33	Jimmy Fikri Kaymaz
APN 0266-591-08	San Bernardino Scottish Rite Building Association, Inc. and San Bernardino Scottish Rite Building Board, Inc.

Item No.	Contract No.	Principals & Agents	Subcontractors
5	15-1001150-05 (R14138)	City of Ontario	None
6	22-1002722	Associated Civil & Transportation Consulting Engineers, Inc., dba Advanced Civil Technologies, Inc. <i>Jamal Salman</i> <i>Isaac Alonso Rice</i>	Jacobs Engineering Group, Inc. Group Delta Consultants, Inc. ICF Jones & Stokes, Inc. Iteris, Inc. Kleinfelder, Inc. Morrow Management Psomas Tatsumi and Partners, Inc. TranSystems Corporation

San Bernardino Council of Governments

San Bernardino County Transportation Authority

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7	22-1002705	Kleinfelder Construction Services, Inc. <i>Marc McIntyre</i> <i>Mark Plotnikiewicz</i>	Dynamic Engineering Services, Inc. Guida Surveying, Inc. STC Traffic Inc. Syrusa Engineering ZT Consulting Group, Inc.
8	20-1002316-01	City of Rancho Cucamonga	None
9	16-1001378-02	Vali Cooper & Associates, Inc. <i>Agnes Weber</i> <i>Rick Kaufman</i>	David Evans and Associates Meadows Consulting Dynamic Engineering Services, Inc. KOA Corporation CHJ

Item No. 10 – Interstate 10/Mt. Vernon Avenue Improvements Project ROW Appraisals and Offers

APN#	Principals & Agents
0162-203-14	Tabbaa Mardini Real Estate Invmnts LLC C/O Abdul R Mardini
0163-041-29	Barendt, Roy E Etal Clay, Richard & Tammy, Trust 3/2/12
0164-172-30	Trinh, Lan To
0164-172-31	Trinh, Lan To
0164-172-32	Trinh, Lan To
0164-172-33	Trinh, Lan To
0164-172-41	Alvarez, Macedonio Alvarez, Veronica O
0164-172-49	Hatzis, Panagiota
0164-172-53	Song, Sue Chin Liv Tr 03/13/07 C/O Tax Dept #33604
0276-121-09	Singh, Major Singh, Harpal
0276-121-17	Singh, Major Singh, Harpal

Item No.	Contract No.	Principals & Agents	Subcontractors
11	22-1002815	California Department of Transportation	None
12	22-1002761	Iteris, Inc. <i>Joe Bergera</i>	HTNB

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.

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Responsible Staff:

Henry Stultz, Director of Project Delivery

Approved
Board of Directors Metro Valley Study Session
Date: June 9, 2022
Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 2

Date: June 9, 2022

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 three (3) have had Construction Change Orders (CCOs) approved since the last reporting to the Board of Directors Metro Valley Study Session on May 12, 2022. The CCOs are listed below.

A. Contract No. 19-1002078 with Guy F. Atkinson Construction, LLC, for the State Route 210 Lane Addition, Base Line Interchange and Pavement Rehabilitation Project: CCO No. 65 (\$48,710.82 increase for revision of sound wall 1050 block face).

B. Contract No. 17-1001599 with Lane-Security Paving Joint Venture, for the Interstate 10 (I-10) Corridor Contract 1 Design Build Contract: CCO No. 64 (\$92,500 increase for additional State Highway Operations and Protection Program rehabilitation work – slab repair near I-10/Etiwanda Avenue Interchange).

C. Contract No. 20-1002290 with SEMA Construction, Inc., for the I-10 University Street Improvement Project: CCO No. 17 (\$9,433.79 increase for installing joint sealant).

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. 0823 I-10 Corridor Contract 1 Design Build, and Sub-Task No. 0899 I-10/University Street Improvement 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

Approved
Board of Directors Metro Valley Study Session
Date: June 9, 2022

Witnessed By:

Entity: San Bernardino County Transportation Authority

Board of Directors Metro Valley Study Session
Construction Change Orders Log

Archibald Avenue Improvements Project at SR 60 – Executed Change Orders		
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	\$35,000.00
32	Modify Drainage Systems 4 and 8	\$30,000.00
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	\$18,000.00
36	Revise Stage Construction and Replace Pavement Types	\$98,911.97
37	Modify Existing Non-Standard Median Bull Nose	\$6,500.00
38	Dispute Resolution – Profile Grinding Pavement	\$20,000.00
39	Extend Midwest Guardrail System 25' to Meet Safety Requirement	\$15,000.00
40	Install Minor Concrete under Bridge Center Median	\$9,566.00
41	Furnish and Install Handrail along ADA Curb	\$15,200.00
42	Test Low Point to Assure Water Flow for On and Off Ramp	\$2,456.00
44	Remove and Replace Faulty Master Valve and Pressure Regulator	\$5,000.00
CCO TOTAL		\$ 796,366.60
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$2,122,333.00

Attachment: CCO Log (8640 : Construction Contract Change Orders MVSS2206)

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SR 210 Lane Addition, Base Line I/C and Pavement Rehabilitation – Executed Change Orders		
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
8 S-2	Roadway Repair	\$100,000.00
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
16 S-1	Removal Buried Man-Made Objects Additional Funds	\$30,000.00
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
24	Maint Existing Electrical Systems	\$30,000.00
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
34	Roadway Profile Correction at Victoria Avenue	\$207,906.00
35	CIDH Pile Quantity Increase	\$11,266.00
36	Deletion of RW 1033	(\$254,924.32)
36 S-1	Additional Dowel Rebar for Concrete Barrier	\$5,000.00
37	Median Edge Drain Revisions	\$89,634.57
39	Add Pile Anchors	\$35,676.22
40	Value Engineering Change Proposal – RW 1092 Deletion	(\$228,102.82)
41	Drainage System Modification	\$23,627.00
42	Removal of Thickened Asphalt Concrete	\$40,000.00
43	Base Line Driveway Changes	\$15,000.00
44	Resolve Dispute – Differing Site Condition at Retaining Wall #1036	\$435,396.70
48	Sound wall 981 Tree Removal	\$5,995.00
49	Regrade Median Gutter	\$10,000.00
50	Differing Site Condition-Potential Claims 1, 2 and 3 Resolution	\$27,500.00

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51	Settlement of Potential Claim No. 6 DSC at Plunge Creek	\$75,884.46
52	Grind Existing HMA Pavement win Median to Match Elevation at CRCP Joint	\$122,000.00
53	Landscape Irrigation Antenna Removal	\$5,000.00
54	Barrier Light Pole Support Modification	\$21,000.00
55	Additional Widening N. Side of Baseline Between Buckeye & SR210	\$69,000.47
57	Joint Seal Assembly Quantity Increase	\$19,197.00
59	Median Crossover Modifications	\$89,044.23
61	Additional Concrete Test Panel	\$1,541.00
61 S-1	Revised Concrete Stamp	\$3,600.00
62	NOPC No. 9 Resolution Damaged MBGR	\$50,000.00
63	Temporary K-Rail for Crossover	\$280,878.00
64	Irrigation, Trench Rock and Debris Removal	\$22,500.00
65	Revision to Sound Wall 1050 Block Face	\$48,710.82
CCO TOTAL		\$3,422,002.19
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$34,927,690.07

Central Avenue Improvements Project at SR 60 – Executed Change Orders		
Number	Description	Amount
1	Establish and Maintain construction Field Office	\$150,000.00
2	Revise Plans – Shoulder Pavement Section	(\$21,291.00)
4	Temporary Striping	\$11,000.00
5	Maintain Traffic per Supplemental funds Provided	\$40,000.00
6	Establish Partnering per Specifications	\$20,000.00
7	Remove and Dispose of Illegal Dumping	\$20,000.00
8	Establish Dispute Review Board	\$15,000.00
10	Additional Move In for State 1 Clear and Grub	\$2,530.00
11	Maintain Electrical per Supplemental Funds Provided	\$15,000.00
12	Asbestos Abatement	\$41,185.00
13	Revise Irrigation Plans	\$0.00
14	Storm Water Protection per Supplemental Funds	\$40,000.00
15	Traffic Handling Plan Revision	\$20,000.00
17	Tree Removal	\$40,000.00
19	Soil Nail Wall Design Change	\$25,000.00
CCO TOTAL		\$418,424.00
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$2,912,039.00

I-10 Tippecanoe Avenue Landscaping EEP – Executed Change Orders		
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
3 S-1	Weather Damaged Plants Replacement	\$2,428.00
4	Mulch Replenishment	\$99,999.99
5	Contract Extension and Water Reimbursement	\$17,443.28
CCO TOTAL		\$129,304.22
TOTAL CONTRACT AMENDMENTS, CONTINGENCY AND SUPPLEMENTAL		\$130,590.00

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

I-215 Segment 1 & 3 Landscape Replacement Project – Executed Change Orders		
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
12 S-14	Irrigation Water Payment	\$719.97
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

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17	Remove Burned Palm Tree	\$4,000.00
CCO TOTAL		\$422,073.52
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$812,748.38

I-215 Segment 2 Landscape Replacement Project – Executed Change Orders		
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 th	(\$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
CCO TOTAL		\$362,649.23
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$502,203.56

I-10 Corridor Contract 1		
Design Build – Executed Change Orders		
Number	Description	Amount
1	Establish Dispute Review Board	\$75,000.00
2	Partnering	\$90,000.00
3	100 Day Extension for Utility Information Submittal	\$0.00
4	Addition of Executed Utility Agreements to Technical Provisions	\$0.00
4 S-1	Executed / Revised Utility Agreements	\$0.00
4 S-2	Executed / Revised Utility Agreements	\$0.00
4 S-3	Executed / Revised Utility Agreements	\$0.00
4 S-4	Executed Utility Agreements	\$0.00
4 S-5	Executed Utility Agreements	\$0.00

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4 S-6	Executed Utility Agreements	\$0.00
5	Overhead Sign Location Change	\$0.00
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
43	Extra Maintenance for CHP Directed Closure	\$12,652.00
44	Extra Maintenance for Hazardous Materials Clean Up	\$1,111.00
45	Additional Industrial Driveway on Sultana Avenue at Edison Elementary	\$10,000.00
46	Additional 55-Hour Closures on Segment 4	\$0.00
47	All Compensation for Design, Construction and all Ancillary Items to Complete Additional Work	\$900,000.00
48	DB CN 0130 and CN 1135 Additional SOW for AT&T	\$117,500.00
49	Removal of Abandoned Pipes along Monte Vista Avenue	\$85,000.00
50	Credit for the Design, Construction and all Ancillary Items to Complete Additional Work	(\$750,000.00)
51	Change Concrete Barrier Type from 736 to 836	\$3,600,000.00
52	Property Commitment at 1325 Fresno Street – Criner Property	\$41,000.00
53	Reflective Traffic Signal Backplates	\$120,000.00

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54	Relocation of Ramp Meter System RMS at Vineyard WB On-Ramp DL-139	\$182,000.00
55	9222 Vernon Avenue Maki Private Property Drainage Improvement	\$16,000.00
56	Additional Work at WB I-10, East of I-10/Vineyard IC	\$345,000.00
57	Removal of Abandoned Pipelines CN 0565 & CN 0566 at Monte Vista/I-10 UC Structure	\$90,000.00
58	Holt Blvd. Off-Ramp UC LT Closure Wall Aesthetic Finish	\$35,000.00
59	Monte Vista WB On-Ramp Shoulder Pavement DL-121	\$217,500.00
60	Directive – Add “International” to Ontario Airport Signs	\$50,000.00
61	Furnish Ramp Meter Cabinets	\$210,000.00
62	Additional SHOPP Paving Archibald Ramp Pavement Rehab	\$98,500.00
63	Additional Work for MWD Encasement Extension	\$752,000.00
64	Additional SHOPP Rehab Work - Slab Repair Near I-10/Etiwanda Ave IC	\$92,500.00
CCO TOTAL		\$9,803,065.48
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$51,369,000.00

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

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

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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		\$2,194,906.95
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$8,741,611.75

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

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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	\$60,000.00
28	Modify Water Line in Conflict with SCE	\$10,000.00
29	Storm Drain Lateral Realignment	\$14,110.00
31	Driveway for Future Development	\$3,187.80
32	Potholing/Locating AT&T & Level 3 Utilities	\$60,000.00
33	Deduction for Rejected Piles	(\$10,000.00)
34	Modified Quantities Due to the Field Conditions	\$29,257.95
34 S-1	Modified Quantities Due to the Field Conditions	\$105,453.57
34 S-2	Modified Quantities Due to the Field Conditions	\$9,450.00
35	Conduit for SCE Service Connection for Traffic Signal System	\$8,000.00
36	Additional MSE Wall Drainage	\$8,000.00
37	Water Supply Modifications	\$15,000.00
38	Seal Coat Specification Change	(\$2,000.00)
39	Removal of UPRR Sign Foundations	\$5,000.00
41	Resolution of NOPC No. 3	(\$59,986.00)
42	Revised Canopy at Taxi Yard	\$0.00
43	Landscaping Revisions	\$11,286.00
44	Added Headwall and Retaining Curb	\$10,000.00
45	Drainage Inlet Repair Damaged by Public	\$7,500.00
45 S-1	Additional Funds	\$381.43
46	Project Substantial Completion	\$0.00
47	Wire Mesh Substitution	\$15,000.00
48	Fence and Gate Revisions	\$52,336.60
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
CCO TOTAL		\$869,302.95
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$2,498,958.60

Mount Vernon Avenue Viaduct Design-Build Project – Executed Change Orders		
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

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3 S-1	Additional Funds	\$225,000.00
3 S-2	Construct Railroad Temporary Construction Crossing	\$13,889.15
3 S-3	Temporary Railroad Crossing	\$27,744.36
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
10	Added Utilities Work at Kingman Street	\$377,389.28
12	Increase Contractor Overhead – Increase Time	\$208,232.35
15	Design for Additional Street Lights on Alley and Cabrera	\$15,400.00
16	Design for Bike Lanes E 2 nd	\$14,190.00
17	BNSF Fence Removal	\$12,332.14
CCO TOTAL		\$3,773,787.71
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$17,230,000.00

I-10 University Street Improvement Project – Executed Change Orders		
Number	Description	Amount
1	Time Extension (Delay Start)	\$0.00
2	Maintain Traffic	\$10,000.00
3	Time Extension	\$20,000.00
4	Tree Removals	\$17,096.27
5	Dispute Resolution Advisor DRA	\$10,000.00
7	WB On-Ramp Modification	\$229,391.13
9	Relocate Signal Push Button Pole	\$13,372.65
10	Install of Signal Conduit to Avoid Conflict	\$15,129.64
11	Differing Site Condition	\$28,061.09
12	Disposal of Fiber Optic Vault	\$4,940.41
13	Revised Elevations for Curb and Gutter	\$2,862.64
15	Payment Adjustment per Price Index due to Crude Oil Prices	\$38,500.00
16	Water Meter Revisions	\$61,564.00
17	Install Joint Sealant	\$9,433.79
CCO TOTAL		\$460,351.62
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$830,590.00

I-10 Alabama Street Improvement Project – Executed Change Orders		
Number	Description	Amount
1	SWPPP Maintenance	\$20,000.00
2	Traffic Control Devices	\$30,000.00
3	Electrical Works Utility Modifications	\$25,000.00
CCO TOTAL		\$75,000.00
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$1,338,886.33

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

Minute Action

AGENDA ITEM: 3

Date: June 9, 2022

Subject:

Election of Committee Chair and Vice Chair

Recommendation:

Conduct elections for members to serve as Chair and Vice Chair of the San Bernardino County Transportation Authority Board of Directors Metro Valley Study Session for terms to end on June 30, 2023.

Background:

Terms for the Chair and Vice Chair of each of the San Bernardino County Transportation Authority (SBCTA) policy committees and Metro Valley Study Session expire on June 30, 2022. Election of Chair and Vice Chair for each of the policy committees and Metro Valley Study Session is scheduled to immediately follow the annual election of SBCTA Officers, which occurred at the June 1, 2022 Board of Directors meeting.

This item provides for an election to be conducted, which will identify the Chair and Vice Chair of the Metro Valley Study Session to serve until June 30, 2023. A complete listing of SBCTA policy committees, memberships and chairs is attached to this item for reference.

Financial Impact:

This item has no financial impact to the Fiscal Year 2022/2023 Budget.

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

Approved
Board of Directors Metro Valley Study Session
Date: June 9, 2022

Witnessed By:

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

San Bernardino County Transportation Authority (SBCTA) Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
General Policy Committee Membership consists of the following: SBCTA President, Vice President, and Immediate Past President 4 East Valley (3 City, 1 County) 4 West Valley (3 City, 1 County) 4 Mt/Desert (3 City, 1 County) City members shall be SBCTA Board Members elected by caucus of city SBCTA Board Members within the subarea. Policy Committee and Board Study Session Chairs are members of this policy committee. All City members serving as Board officers, Committee chairs, or Board Study Session Chair, are counted toward their subareas City membership. Supervisors collectively select their representatives. The SBCTA Vice President shall serve as Chair of the General Policy Committee.	Makes recommendations to Board of Directors and: (1) Provides general policy oversight which spans the multiple program responsibilities of the organization and maintains the comprehensive organization integrity; (2) Provides policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization; (3) Serves as policy review committee for any program area that lacks active policy committee oversight. Committee has authority to approve contracts in excess of \$25,000 with notification to the Board of Directors. (Brown Act)	<u>West Valley</u> Ray Marquez, Chino Hills (Chair TC) Acquanetta Warren, Fontana Alan Wapner, Ontario Curt Hagman, Supervisor (Vice Chair/ President) <u>East Valley</u> Frank Navarro, Colton (Past President) Darcy McNaboe, Grand Terrace Larry McCallon, Highland Dawn Rowe, Supervisor (Chair MVSS & MDC) <u>Mountain/Desert</u> Art Bishop, Apple Valley (Chair/Vice President) Edward Paget, Needles Debra Jones, Victorville Paul Cook, Supervisor Should the chairs of each Committee and the Officers all be from the East Valley, West Valley or Mountain/Desert, additional members may be added to maintain geographical balance. Additional Board Members may be appointed annually at the discretion of the Board President.	6/30/2022 6/30/2022 6/30/2022 6/30/2022 6/30/2022 6/30/2022 6/30/2022 6/30/2022 6/30/2022 6/30/2022 6/30/2022 6/30/2022 Indeterminate (6/30/20 12/31/2022 (6/30/2022 12/31/2023 12/31/2023 Indeterminate Indeterminate Indeterminate 12/31/2023 12/31/2022 12/31/2022 12/31/2022 12/31/2022
Transit Committee Membership consists of 12 SBCTA Board Members: 10 Valley-members, two being Southern California Regional Rail Authority (SCRRA) primary (*) and two being SCRRA alternate (**) members, and 2 Mountain/Desert Board Members. SCRRA members and alternates serve concurrent with their term on the SCRRA Board of Directors as appointed by the SBCTA Board. Other members are appointed by the SBCTA President for 2-year terms.	Provides policy guidance and recommendations to the SBCTA Board of Directors and Southern California Regional Rail Authority (SCRRA) delegates with respect to commuter rail and transit service. * SCRRA Primary Member ** SCRRA Alternate Member (Brown Act)	Ray Marquez, Chino Hills** (Chair) David Avila, Yucaipa (Vice Chair) Frank Navarro, Colton Acquanetta Warren, Fontana Larry McCallon, Highland* John Dutrey, Montclair** Alan Wapner, Ontario* L. Dennis Michael, Rancho Cucamonga Deborah Robertson, Rialto John Valdivia, San Bernardino Rick Denison, Yucca Valley Dawn Rowe, Supervisor	Indeterminate (6/30/20 12/31/2022 (6/30/2022 12/31/2023 12/31/2023 Indeterminate Indeterminate Indeterminate 12/31/2023 12/31/2022 12/31/2022 12/31/2022 12/31/2022

San Bernardino County Transportation Authority (SBCTA) Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
Mountain/Desert Committee Membership consists of 11 SBCTA Board Members from each Mountain/Desert jurisdiction and County Supervisors representing the First, and Third Districts.	Provides ongoing policy level oversight related to the full array of SBCTA responsibilities as they pertain specifically to the Mountain/Desert subregion. The Committee also meets as the Mountain/Desert Measure I Committee as it carries out responsibilities for Measure I Mountain/Desert Expenditure Plan. (Brown Act)	Art Bishop, Apple Valley (Chair) Paul Cook, Supervisor (Vice Chair) Daniel Ramos, Adelanto Paul Courtney, Barstow Rick Herrick, Big Bear Lake Cameron Gregg, Hesperia Edward Paget, Needles Joel Klink, Twentynine Palms Debra Jones, Victorville Rick Denison, Yucca Valley Dawn Rowe, Supervisor	Indeterminate (6/30/20 Indeterminate (6/30/20 Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate
Legislative Policy Committee Membership consists of the following: President, Vice-President, Immediate Past President and four Board members appointed by the Board President. - 1 East Valley member - 1 West Valley member - 1 Mountain/Desert member - 1 County member Members shall serve for the duration of the State and Federal two-year legislative session in which they were appointed, with terms expiring December 31 of odd-numbered years. The SBCTA Board President shall serve as Chair of the Legislative Policy Committee.	Provide guidance and recommendations to the Board of Directors regarding issues and actions relating to the executive, legislative or judicial branches of the State and Federal government, or any other local governing body. Review and provide input on drafting of State and Federal legislative platform, which will serve as guiding principles to support or oppose State and Federal legislation and regulations. (Brown Act)	Curt Hagman, Supervisor (President) Art Bishop, Town of Apple Valley (Vice President) Frank Navarro, Colton (Past President) Larry McCallon, Highland Alan Wapner, Ontario Rick Denison, Yucca Valley Janice Rutherford, Supervisor	Indeterminate Indeterminate Indeterminate 12/31/2022 12/31/2022 12/31/2022 12/31/2022

Policy Committee Meeting Times

General Policy Committee	Second Wednesday, 9:00 a.m., SBCTA Office
Legislative Policy Committee	Second Wednesday, 9:30 a.m., SBCTA Office
Transit Committee	Second Thursday, 9:00 a.m., SBCTA Office
Mountain/Desert Committee	Third Friday, 9:30 a.m., Victorville, CA

Board of Directors Study Sessions for Metro Valley Issues

STUDY SESSION	PURPOSE	MEMBERSHIP	TERMS
Board of Directors Study Sessions for Metro Valley Issues Refer to SBCTA Policy 10007.	To review, discuss, and make recommendations for actions to be taken at regular meetings of the Board on issues relating to Measure I Projects in the Valley. (Brown Act)	Board of Directors Dawn Rowe, Supervisor (Chair) John Valdivia, San Bernardino (Vice Chair)	6/30/2022 6/30/2022

Meeting Time: Second Thursday, 9:30 a.m., SBCTA Office

I-10 and I-15 Corridor Joint Sub-Committee

Joint Sub-Committee	PURPOSE	MEMBERSHIP	TERMS
I-10 and I-15 Corridor Joint Sub-Committee of the Board of Directors Metro Valley Study Session and the Mountain/Desert Policy Committee Members of the committee will be members of the SBCTA Board of Directors and will be appointed by the SBCTA Board President. The President will appoint the Chair and Vice-Chair of the Sub-Committee. The Sub-Committee will include a minimum of nine and a maximum of fourteen SBCTA Board members. Membership will be composed of a minimum of three representatives from the East Valley; and a minimum of two representatives from the Victor Valley. The Sub-Committee will meet as necessary immediately following the Metro Valley Study Session.	The purpose is to consider and make recommendations to the Board of Directors on the development of express lanes in San Bernardino County, in particular on the I-10 and I-15 Corridors. (Brown Act)	Alan Wapner, Ontario (Chair) Art Bishop, Town of Apple Valley (Vice Chair) Joe Baca Jr., Supervisor Paul Cook, Supervisor Larry McCallon, Highland L. Dennis Michael, Rancho Cucamonga Frank Navarro, Colton Deborah Robertson, Rialto Acquanetta Warren, Fontana	12/31/2022 12/31/2022 12/31/2022 12/31/2022 12/31/2022 12/31/2022 12/31/2022 12/31/2022

Public and Specialized Transportation Advisory and Coordinating Council (PASTACC)

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
Public and Specialized Transportation Advisory and Coordinating Council (PASTACC) Membership consists of 11 members appointed by the SBCTA Executive Director. 5 representing Public Transit Providers 1 representing County Dept. of Public Works 2 representing the Consolidated Transportation Services Agency - Omnitrans and VVTA also represent CTSA for the Valley and High Desert respectively. 5 At Large Members representing Social Service Providers	Subject to the Transportation Development Act (TDA) Section 99238 – establishes PASTACC’s statutory responsibilities; (1) Review and make recommendations on annual Unmet Transit Needs hearing findings (2) Score and make recommendations for Federal Transit Administration Section 5310 Capital Grant Program applications (3) Assist SBCTA in developing public outreach approach on updating the Coordinated Public Transit/Human Services Transportation Plan (4) Review call for projects for Federal Transit Administration Section 5310 grant applications (5) Monitor and make recommendations on Federal regulatory processes as they relate to transit and specialized transit (6) Monitor and disseminate information in reference to State level law and recommendations as they relate to transit and specialized transit (7) Receive annual reports on funded specialized programs funded through FTA Section 5310 and Measure I (8) Identify regional or county level areas of unmet needs (9) Address special grant or funding opportunities (10) Address any special issues of PASTACC voting and non-voting members (Brown Act)	Standing Membership – Morongo Basin Transit Authority Mountain Transit City of Needles Transit Services Omnitrans Victor Valley Transit Authority County of San Bernardino Dept. of Public Works At Large Membership – San Bernardino Dept. of Aging and Adult Services Foothill Aids OPARC Option House Loma Linda University Health	On-going On-going On-going On-going On-going On-going 5/31/2024 9/30/2023 9/30/2023 6/30/2022 5/31/2024

Meeting Dates and Time: Bi monthly, beginning in January, 2nd Tuesday of the month, 10:00 a.m., (Location rotates: SBCTA Office, VVTA, MBTA)

Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan</p> <p>The ITOC shall provide citizen review to ensure that all Measure I funds are spent by the San Bernardino County Transportation Authority (hereby referred to as the Authority) in accordance with provision of the Expenditure Plan and Ordinance No. 04-01. The ordinance specifies that each member of the ITOC have certain credentials or experience as follows:</p> <p>A. One member who is a professional in the field of municipal audit, finance and/or budgeting with a minimum of five years in a relevant and senior decision-making position in the public or private sector.</p> <p>B. One member who is a licensed civil engineer or trained transportation planner with at least five years of demonstrated experience in the fields of transportation and/or urban design in government and/or the private sector. No member shall be a recipient or sub-recipient of Measure "I" funding.</p> <p>C. One member who is a current or retired manager of a major publicly financed development or construction project, who by training and experience would understand the complexity, costs and implementation issues in building large scale transportation improvements.</p> <p>D. One member who is current or retired manager of a major privately financed development or construction project, who by training and experience would understand the complexity, costs and implementation issues in building large scale transportation improvements.</p> <p>E. One public member, who possesses the knowledge and skills which will be helpful to the work of the ITOC.</p> <p>In addition to the appointed members, the SBCTA President and Executive Director will serve as ex-officio members.</p>	<p>The ITOC shall review the annual audits of the Authority; report findings based on the audits to the Authority; and recommend any additional audits for consideration which the ITOC believes may improve the financial operation and integrity of program implementation.</p> <p>The Authority shall hold a publicly noticed meeting, which may or may not be included on the agenda of a regularly scheduled Board meeting, with the participation of the ITOC to consider the findings and recommendations of the audits.</p> <p>(Brown Act)</p>	<p>Vacant (A)</p> <p>Gerry Newcombe (B)</p> <p>Wayne Hendrix (C)</p> <p>Rick Gomez (D)</p> <p>Mike Layne (E)</p> <p>Curt Hagman, Ex-Officio</p> <p>Ray Wolfe, Ex-Officio</p>	<p>12/31/24</p> <p>12/31/22</p> <p>12/31/22</p> <p>12/31/22</p>

SBCTA Ad Hoc Committees

COMMITTEE	PURPOSE	MEMBERSHIP
<p>Emerging Technology Ad Hoc Committee</p> <p>On October 6, 2021, the Board approved the establishment of this ad hoc committee composed of Board members appointed by the Board President.</p>	<p>To look broadly at Transportation Technology. This ad hoc has a term ending December 31, 2022.</p>	<p>Art Bishop, Apple Valley</p> <p>Frank Navarro, Colton</p> <p>Acquanetta Warren, Fontana</p> <p>Carlos A. Garcia, Upland</p> <p>John Dutrey, Montclair</p> <p>L. Dennis Michael, Rancho Cucamonga</p> <p>David Avila, Yucaipa</p> <p>Curt Hagman, Supervisor</p>

SBCTA Technical Advisory Committees

COMMITTEE	PURPOSE	MEETING SCHEDULE
Transportation Technical Advisory Committee (TTAC) Committee membership consists of a primary staff representative of each SBCTA member agency designated by the City Manager or County Administrative Officer.	SBCTA's Transportation Technical Advisory Committee was formed by SBCTA management to provide input to SBCTA staff on technical transportation-related matters and formulation of transportation-related policy recommendations to the SBCTA Board of Directors. The TTAC is not a Brown Act committee.	Generally meets on the first Monday of each month at 1:30 PM, at SBCTA.
City/County Manager's Technical Advisory Committee (CCM TAC) The committee is composed of up to two representatives of the County Administrator's Office and the city manager or administrator from each city and town in the County.	SBCTA's City/County Manager's Technical Advisory Committee was established in the Joint Powers Authority that established San Bernardino Associated Governments (SANBAG). The primary role of the committee is to provide a forum for the chief executives of SANBAG's member agencies to become informed about and discuss issues facing SANBAG/SBCTA. It also provides a forum for the discussion of items of mutual concern and a way to cooperate regionally in addressing those concerns. The CCM TAC is a Brown Act Committee.	Meets on the first Thursday of each month at 10:00 AM, at SBCTA.
Planning and Development Technical Forum (PDTF) Committee membership consists of a primary staff representative of each SBCTA member agency designated by the City Manager or County Chief Executive Officer.	The SBCTA Planning and Development Technical Forum was formed by SBCTA management to provide an opportunity for interaction among planning and development representatives of member agencies on planning issues of multijurisdictional importance. The PDTF is not a Brown Act Committee.	Meets the 4th Wednesday of each month at 2:00 p.m. at the Santa Fe Depot (in the SCAG Office).
Project Development Teams	Project Development Teams (PDTs) are assembled for all major project development activities by SBCTA staff. Teams are generally composed of technical representatives from SBCTA, member jurisdictions appropriate to the project, Caltrans, and other major stakeholder entities that have significant involvement in the project. PDTs make recommendations related to approaches to project development, evaluation of alternatives, and technical solutions. PDTs meet on a regular basis throughout the project phase to review progress and to provide technical input required for project development. The PDTs are not Brown Act Committees.	Varies with the PDT.

Minute Action

AGENDA ITEM: 4

Date: June 9, 2022

Subject:

Dry Run Resolutions of Necessity for the Interstate 215 University Parkway 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. Conduct a public hearing to consider condemnation of real property required for the Interstate 215 University Parkway Interchange Project in the City of San Bernardino.
- B. Upon completion of a public hearing, that the Board of Directors adopt Resolution of Necessity No. 22-166, authorizing and directing General Counsel, or her designee, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring interests in real property from: Junghwan Choi and Elaine D. Choi (Assessor's Parcel Number [APN] 0266-072-32). The resolution must be approved by at least a two-thirds majority; and
- C. Upon completion of a public hearing, that the Board of Directors adopt Resolution of Necessity No. 22-167 authorizing and directing General Counsel, or her designee, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring interests in real property from: Jimmy Fikri Kaymaz (APN 0266-072-33). The resolution must be approved by at least a two-thirds majority; and
- D. Upon completion of a public hearing, that the Board of Directors adopt Resolution of Necessity No. 22-168 authorizing and directing General Counsel, or her designee, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring interests in real property from: San Bernardino Scottish Rite Building Association, Inc. and San Bernardino Scottish Rite Building Board, Inc. (APN 0266-591-08). The resolution must be approved by at least a two-thirds majority.

Background:

In November 2015, San Bernardino County Transportation Authority (SBCTA) and the City of San Bernardino (City) approved Cooperative Agreement No. 16-1001335 for the delivery of the Interstate 215 (I-215) University Parkway Interchange Project (Project) from the Project Initiation Document (PID) phase through completion of construction. This agreement was assumed and replaced by Cooperative Agreement No. 19-1002205, which was approved in July 2019. Under the cooperative agreement, SBCTA is to lead the acquisition of Right-of-Way (ROW) needed to construct and operate the Project. Through the environmental and the preliminary engineering process, and in consultation with the California Department of Transportation (Caltrans), SBCTA and the City identified the ROW requirements for the Project while employing extensive efforts to minimize impacts to property owners. While most of the Project will be constructed within existing public ROW, rights were needed from five (5) property owners ranging from extension of freeway access control, Temporary Construction Easements (TCE), and a permanent access easement. In March 2020, the Board of Directors (Board) authorized staff to proceed with voluntary acquisition of property necessary for the Project, from identified property owners. The Board also authorized the Director of Project

Entity: San Bernardino County Transportation Authority

Delivery, or his designee, to add or remove parcels from the list of properties as the Director determines, from time to time, are necessary for the Project, provided they are environmentally cleared. The initial offers for some properties were made in mid-2021. The properties listed in the Resolution of Necessity are the last three property acquisitions anticipated for this Project.

In an effort to keep the Project schedule intact and deliver the Project consistent with Federal funding timelines, it is necessary to comply with the statutorily-prescribed process for eminent domain and conduct hearings for a Resolution of Necessity for each property while negotiations continue. Therefore, the purpose of this agenda item is to present information regarding the public interest and necessity for the Project and the properties that are needed. Although the adoption of Resolutions of Necessity is recommended for the subject properties in order to maintain the Project schedule and avoid delay costs, SBCTA's acquisition agents will continue to negotiate with the property owners in an effort to acquire the properties through a voluntary purchase and avoid litigation in the eminent domain process.

The owners of the subject properties are:

- Junghwan Choi and Elaine D. Choi
- Jimmy Fikri Kaymaz
- San Bernardino Scottish Rite Building Association, Inc. and San Bernardino Scottish Rite Building Board, Inc.

Support for the Resolutions of Necessity

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

In order to adopt the Resolutions of Necessity, SBCTA must make the four (4) findings discussed below for each of the properties. The issue of the amount of just compensation for these properties is not addressed by these Resolutions of Necessity and is not to be considered at the hearings. The four (4) necessary findings are:

1. The public interest and necessity require the Project.

The purpose of the Project is to address congestion, improve traffic operations, and accommodate projected regional population growth in the City of San Bernardino and the region. The interchange serves the area and also serves the California State University at San Bernardino campus located roughly a mile to the north. The Project area currently experiences severe congestion resulting in delays for travelers. This traffic congestion is forecasted to deteriorate to Level of Service (LOS) F, or congestive traffic breakdown conditions, at the Project design horizon of 2042 if improvements are not made. The Project will reconstruct the existing tight diamond interchange into a Diverging Diamond Interchange (DDI) configuration and will

San Bernardino County Transportation Authority

improve freeway access for the area. DDIs are known to improve traffic safety by reducing the amount of vehicular conflict points at an interchange and having a minimal footprint reducing the amount of acquisition needed to construct the interchange.

The Project limits along University Parkway extend from Hallmark Parkway south of the interchange to Varsity Avenue/State Street to the north.

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

During the environmental and preliminary design phase, several alternatives were developed and considered to address the need to alleviate current and forecasted congestion in the area. The DDI was selected to be the design alternative having the least amount of acquisition needed to construct and operate the Project. The other alternative would have resulted in full displacement of several businesses and acquisition of a significant amount of the parking area for Walmart. Additionally, staff explored and used design and geometric refinements to avoid and minimize impacts to adjacent businesses.

SBCTA staff and ROW agents have had numerous communications with the impacted property owners and considered their feedback during design refinements in order to proceed with the Project in a manner that causes the least private injury while accomplishing the greatest public good.

3. Each property sought to be acquired is necessary for the Project.

While portions of the Project are being constructed within existing ROW, the Project requires acquisition of the property interests listed below:

- **Junghwan Choi and Elaine D. Choi:** One (1) access control extension and one (1) Temporary Construction Easement are needed for construction and operation of the Project.
- **Jimmy Fikri Kaymaz:** One (1) access control extension, one (1) access easement, and two (2) Temporary Construction Easements are needed for construction and operation of the Project.
- **San Bernardino Scottish Rite Building Association, Inc. and San Bernardino Scottish Rite Building Board, Inc.** One (1) access control extension and One (1) Temporary Construction Easement are needed for construction and operation of the Project.

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

- The offer for the Junghwan Choi and Elaine D. Choi property was sent on 04/21/2022
- The offer for the Jimmy Fikri Kaymaz property was sent on 04/21/2022

Board of Directors Metro Valley Study Session Agenda Item

June 9, 2022

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- The offer for the San Bernardino Scottish Rite Building Association, Inc. and San Bernardino Scottish Rite Building Board, Inc. property was sent on 08/07/2021 and a revised offer was sent on 04/12/2022

Upon completion of the Project, or as prescribed in agreements, SBCTA will transfer the properties acquired for the Project, or portions thereof, to the City and to Caltrans, respectively.

Financial Impact:

This item is consistent with the Proposed Fiscal Year 2022/2023 Budget under Task No. 830, Sub-Task No. 0853.

Reviewed By:

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

Responsible Staff:

Paul Melocoton, Project Manager

Approved
Board of Directors Metro Valley Study Session
Date: June 9, 2022
Witnessed By:

San Bernardino County Transportation Authority

I-215 University Parkway Interchange Project

RESOLUTION OF NECESSITY FOR PROJECT RIGHT-OF-WAY

Presenter: Paul Melocoton
SBCTA Project Manager

Board of Directors Metro Valley
Study Session
June 9, 2022



cta

San Bernardino County
Transportation Authority

SBCTA IS REQUESTED TO MAKE THE FOLLOWING FINDINGS:

1. The public interest and necessity require the proposed project
2. The project is planned or located in a manner that will be most compatible with the greatest public good and the least private injury
3. The real property to be acquired is necessary for the project
4. The offer of just compensation has been made to the property owner



SBCTA Request

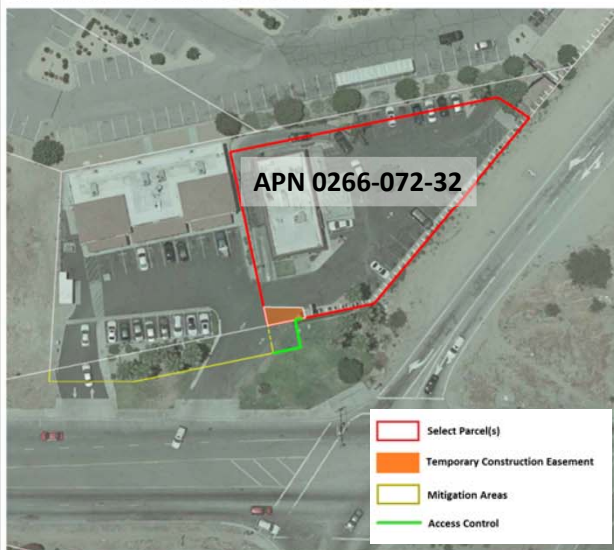


- Project will reconstruct the existing tight diamond interchange into a Diverging Diamond Interchange (DDI) configuration in order to address congestion, improve traffic operations, and accommodate projected regional population growth.
- The project will improve pedestrian and bicyclist access across the interchange.

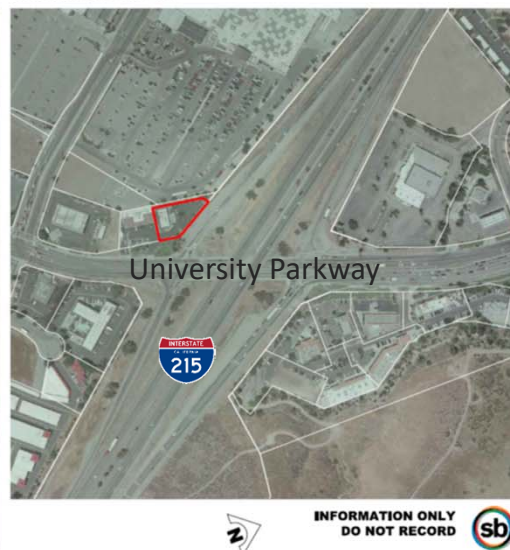


I-215 University Parkway Interchange Project

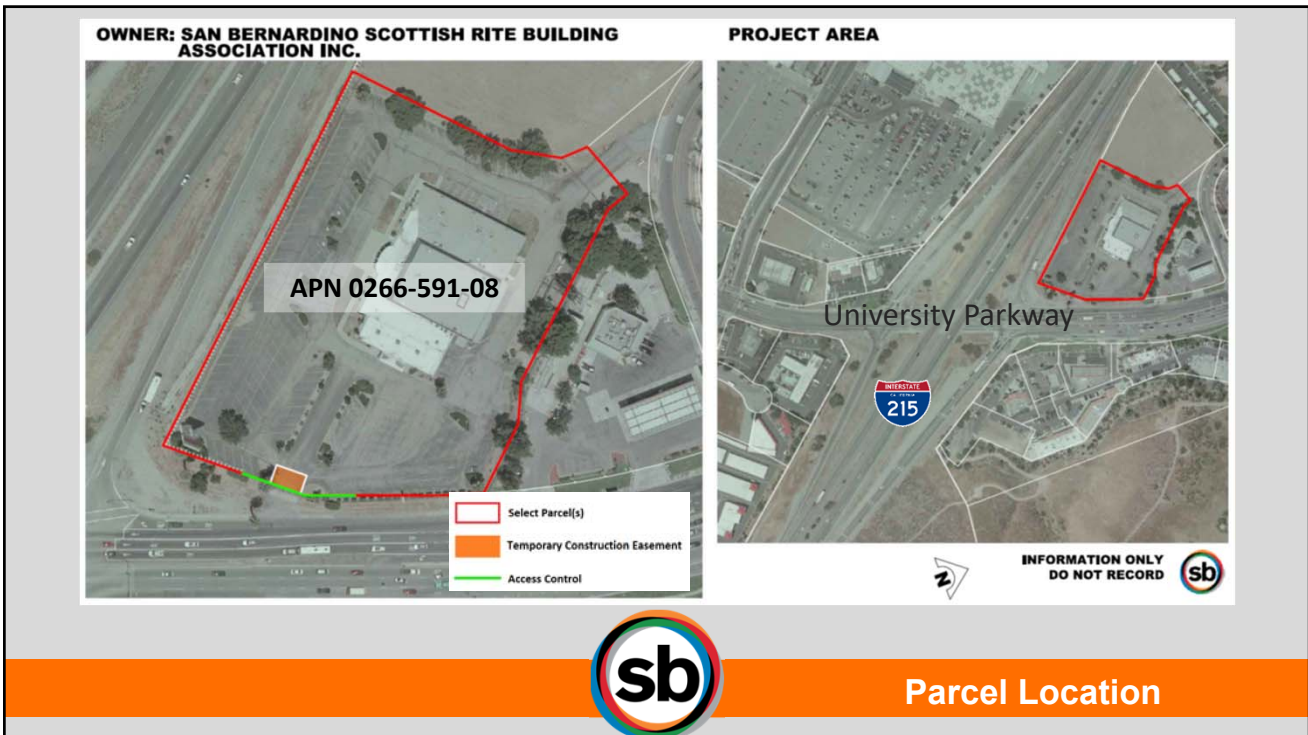
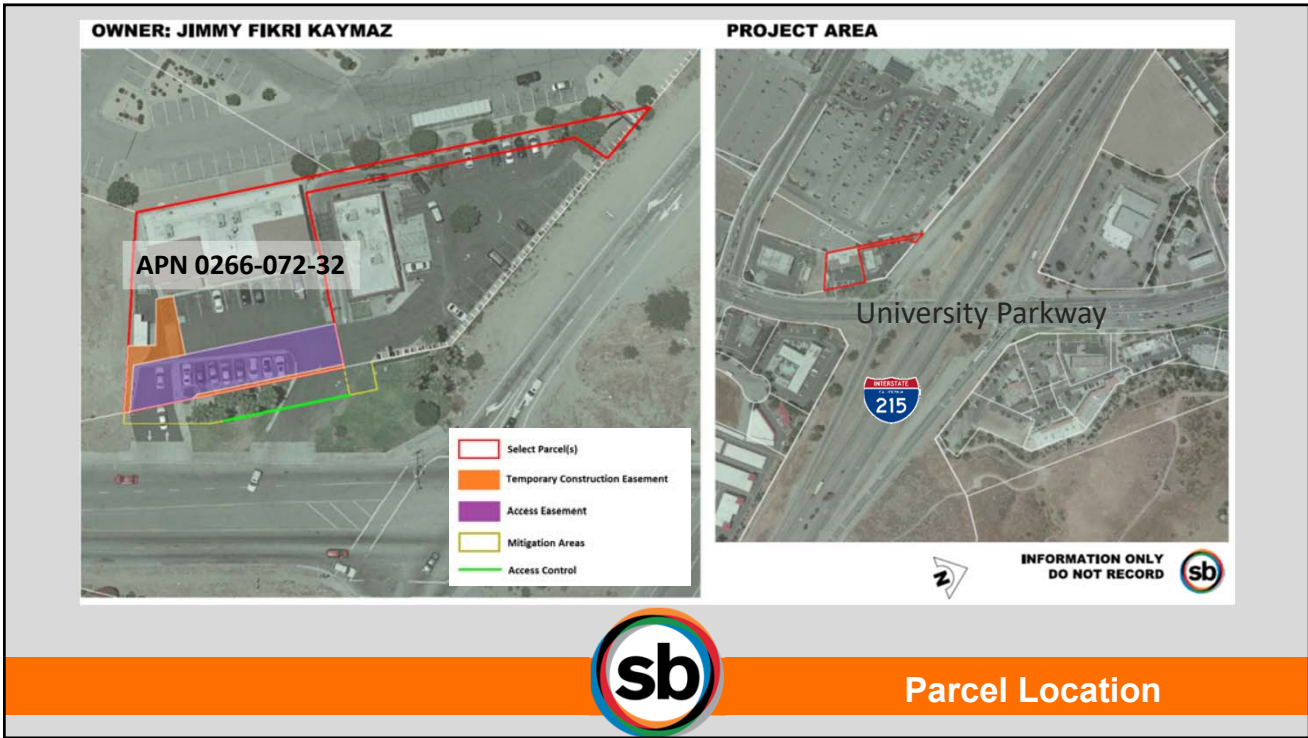
OWNER: JUNGHWAN & ELAINE CHOI




PROJECT AREA



Parcel Location



No.	Ownership	Date of First Contact	Mailings	In Person Meetings	Phone Contacts	E-Mails	Attorney Contacts	Unsuccessful Contacts *	Total
B.	Junghwan Choi and Elaine D. Choi	11/11/2020	2	3	20	2			27
C.	Jimmy Fikri Kaymaz	11/11/2020	2	3	4	1	5		15
D.	San Bernardino Scottish Rite Building Association, Inc. and San Bernardino Scottish Rite Building Board, Inc.	3/23/2021	4		9	2		10 Phone Calls	25
* Property visit, phone call and/or email with no response									
Communications as of May 19, 2022									


Communication Summary

Item	Ownership	Offer Date
B.	Junghwan Choi and Elaine D. Choi	4/21/2022
C.	Jimmy Fikri Kaymaz	4/21/2022
D.	San Bernardino Scottish Rite Building Association, Inc. and San Bernardino Scottish Rite Building Board, Inc.	4/13/2022


Offer of Just Compensation

**SBCTA ADOPT A RESOLUTION OF NECESSITY
BASED ON THE FOLLOWING FINDINGS:**

1. The public interest and necessity require the proposed project
2. The project is planned or located in a manner that will be most compatible with the greatest public good and the least private injury
3. The real property to be acquired is necessary for the project
4. The offer of just compensation has been made to the property owner



Staff Recommendation

THANK YOU



Minute Action

AGENDA ITEM: 5

Date: June 9, 2022

Subject:

Amendment to Cooperative Agreement No. R14138 with the City of Ontario for the State Route 60 at Archibald Avenue 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. Approve Amendment No. 5 to Cooperative Agreement No. R14138 (15-1001150) with the City of Ontario for the Archibald Avenue at State Route 60 Project (Project) and increase the total Project cost by \$4,182,726 to \$28,101,726, with the total receivable amount increasing by \$2,711,115 to \$19,664,788, and the Public Share increasing by \$1,471,611 in Measure I Interchange Program Funds to \$8,436,938.

Background:

The Archibald Avenue at State Route (SR) 60 Project (Project) is the ninth highest priority project in the Measure I 2010-2040 Freeway Interchange Program. Archibald Avenue is a north-south arterial in the City of Ontario (City) and forms a tight diamond interchange with SR 60. This location has been experiencing high levels of traffic congestion resulting in substantial traffic delays. The Project is widening the existing eastbound and westbound on- and off-ramps and widening Archibald Avenue through the undercrossing to accommodate vehicular queues.

On June 4, 2014, the Board of Directors (Board) approved Memorandum of Understanding (MOU) No. C14137 with the City stating the desire to proceed with the development of the Project and the terms and conditions of cooperation between San Bernardino County Transportation Authority (SBCTA) and the City. On September 3, 2014, the Board approved Cooperative Agreement No. 15-1001150 delineating roles, responsibilities, and funding for the Project from the Project Initiation Document Phase through construction.

On September 6, 2017, the Board approved Amendment No. 1 to Cooperative Agreement No. 15-1001150 to allow the Board to hear and adopt the Resolutions of Necessity (RON) for the Project. On November 7, 2018, the Board held RON hearings and adopted six (6) RONs for the Project.

On February 6, 2019, the Board approved Amendment No. 2 to Cooperative Agreement No. 15-1001150 to include Trade Corridors Improvement Funds (TCIF) for construction, update construction costs, eliminate an agreement termination date, and include additional funds of the estimated costs for the City's request to include replacement of Hot Mix Asphalt (HMA) pavement type with Portland Cement Concrete (PCC) on Archibald Avenue.

On December 4, 2019, the Board awarded the construction contract. The estimated Project duration was extended to 13 months due to the City's request to add the PCC work, followed by one (1) year of Plant Establishment. At the same time, the Board also approved Amendment No. 3 to Cooperative Agreement No. 15-1001150 with the City, increasing the City's contribution to account for replacement of the existing asphalt with PCC as part of the work.

Entity: San Bernardino County Transportation Authority

Board of Directors Metro Valley Study Session Agenda Item

June 9, 2022

Page 2

At that time, the construction team was finalizing negotiation with the construction management consultant for adding the PCC work to the Project. Since the construction contract needed to be awarded by the end of 2019 to secure the TCIF, Amendment No. 3 to Cooperative Agreement No. 15-1001150 was amended without this additional cost.

On July 1, 2020, the Board approved Amendment No. 4 to Cooperative Agreement No. 15-1001150 with the City to increase the City's contribution in the amount of \$610,000 to cover the estimated increase for betterments requested by the City, for a total City contribution of \$16,953,673 and total Project cost of \$23,910,000. The Board also authorized the amendment to the Construction Management contract and included final costs into the cooperative agreement. As an additional note, staff found a small inconsistency in the summation of funds in the funding table for Amendment No. 4. Amendment No. 5 will correct this issue.

Construction improvements on the Project were substantially completed by fall 2021 with ongoing work related to meeting the California Department of Transportation's (Caltrans) safety review requirements and addressing changes to the striping and signage standards. Onsite reviews with Caltrans and City representatives led to final work such as unanticipated irrigation repairs, drainage profile adjustments, and fire and pedestrian improvements on adjacent properties. Additionally, coordination with property owners also led to minor site work such as grading. This unanticipated extra work resulted in slight increases on the construction management costs and project management costs to account for extra time to manage the Project.

To date, there is also closeout work ongoing related to pending right-of-way (ROW) matters. As such, the estimated costs for the ROW phase has increased due to continuing coordination with property owners, estimated future legal and support costs, and project management efforts for continued work towards pursuing settlements for the remaining properties.

Staff is recommending approval of Amendment No. 5 to Cooperative Agreement No. 15-1001150 with the City to increase the City's contribution in the amount of \$2,711,115 to cover the estimated increase for ROW costs and a total SBCTA contribution increase of \$1,471,611 for a total Project cost increase of \$4,182,726. This exceeds the amount of Measure I Freeway Interchange Program funds in the 2021 Update to the 10-Year Delivery Plan by \$76,426, however, staff has determined this will not impact the ability of other interchange projects to remain on schedule.

Financial Impact:

This item is consistent with the Proposed Fiscal Year 2022/2023 Budget under Task No. 0830 Interchange Projects, Sub-Task No. 0894 SR 60 Archibald Avenue Interchange.

Reviewed By:

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

Responsible Staff:

Paul Melocoton, Project Manager

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General Contract Information

Contract No: 15-1001150 Amendment No.: 5
 Contract Class: Receivable Department: Project Delivery
 Customer ID: ONTA CI Customer Name: City of Ontario
 Description: Cooperative Agreement for All Phases of Archibald Ave at SR 60 Improvements
 List Any Accounts Payable Related Contract Nos.: 16-1001328, 18-1001876, 19-1002181

Dollar Amount							
Original Contract		\$	9,693,943.00	Original Contingency		\$	-
Prior Amendments		\$	7,259,730.00	Prior Amendments		\$	-
Current Amendment		\$	2,711,115.00	Current Amendment		\$	-
Total/Revised Contract Value		\$	19,664,788.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	19,664,788.00

Board of Directors Date: July 6, 2022 Committee Item #

Local

Funding Agreement

Accounts Receivable														
Total Contract Funding:		\$ 19,664,788.00			Funding Agreement No:		15-1001150							
Beginning POP Date:		9/17/2014			Ending POP Date:		12/30/2024		Final Billing Date:		12/31/2039			
Expiration Date:		12/31/2039												
Fund Prog Task Sub-Task Revenue Total Contract Funding:					Fund Prog Task Sub-Task Revenue Total Contract Funding:									
GL:	6010	40	0830	0894	42416003	19,664,788.00		GL:						-
GL:						-		GL:						-
GL:						-		GL:						-
GL:						-		GL:						-
GL:						-		GL:						-
GL:						-		GL:						-

Paul Melocoton

Project Manager (Print Name)

Henry Stultz

Task Manager (Print Name)

Additional Notes: Per Amendment No. 2, agreement expires upon completion of close-out. ***Original Contract No. R14138

**Admin receivable contract # 15-1001028

Attachment: CSS [Revision 1] (7757 : SR 60 at Archibald Avenue - City of Ontario Coop Amendment)

AMENDMENT NO. 5 TO COOPERATIVE AGREEMENT No. R14138 (15-1001150)

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF ONTARIO

FOR

**PLANNING, PROJECT REPORT AND ENVIRONMENTAL DOCUMENT,
PLANS, SPECIFICATIONS AND ESTIMATE (PS&E), RIGHT-OF-WAY (ROW),
AND CONSTRUCTION PHASES FOR THE INTERCHANGE AT ARCHIBALD
AVENUE AND STATE ROUTE 60 IN THE CITY OF ONTARIO**

This AMENDMENT No. 5 (AMENDMENT 5) to Agreement No. R14138 (15-1001150) is made by and between the San Bernardino County Transportation Authority (AUTHORITY) and the City of Ontario (CITY). AUTHORITY and CITY are each a "Party" and collectively the "Parties" herein.

RECITALS

- A. The Parties entered into Agreement No. R14138 (15-1001150) (AGREEMENT) on September 17, 2014, to delineate roles, responsibilities, and funding commitment relative to the Project Management, Planning, Environmental, PS&E, ROW and Construction activities for the SR 60/Archibald Avenue Interchange Improvement Project (PROJECT); and
- B. AUTHORITY and CITY entered into Amendment No 1, on September 20, 2017, to authorize AUTHORITY to acquire any necessary ROW for the PROJECT by eminent domain in AUTHORITY's name in accordance with California Code of Civil Procedure, Section 1245. 235, and to set out the Parties' agreement that AUTHORITY will, upon completion of the PROJECT, convey by quit claim deed to CITY all PROJECT acquired ROW located within CITY's Facilities, and the CITY will accept such ROW within thirty(30) days following AUTHORITY's request to accept such acquired ROW and at no expense to AUTHORITY; and
- C. AUTHORITY and CITY entered into Amendment No 2, on March 14, 2019, to amend the termination clause, increase the PROJECT's estimated total cost and the CITY and AUTHORITY contribution, and requires the CITY to provide permits, inspections, reviews, acceptance of transfer of title of properties and oversight at no cost to the PROJECT; and
- D. AUTHORITY and CITY entered into Amendment No 3, on December 5, 2019, to amend the PROJECT cost to \$23,300,000 which included \$2,317,228 for City Betterments, and to adjust the Parties' respective funding responsibilities based on the revised PROJECT costs; and

- E. AUTHORITY and CITY entered into Amendment No 4, on July 1, 2020, to amend the PROJECT cost to \$23,910,00 to include additional City Betterments and \$545,190 for the AUTHORITY to provide project management services for the Planning, Environmental, PS&E, ROW, and Construction phases. The amendment adjusted the Parties' respective funding responsibilities based on the revised PROJECT costs and extend the contract through December 30, 2023;
- F. AUTHORITY and CITY desire to further amend the AGREEMENT to increase the estimated PROJECT Cost from \$23,910,000 to \$28,101,726.

NOW, THEREFORE, the Parties agree to amend the AGREEMENT as follows:

1. Article III. AUTHORITY RESPONSIBILITIES, subarticle C is amended to read as follows:
 “To contribute toward the Planning, Environmental, PS&E, ROW, and Construction phases of the PROJECT cost at an amount not to exceed \$8,436,938 as shown in Attachment A, which includes \$26,954 that was expended by the AUTHORITY in management services before the original agreement. The actual cost of a specific phase may ultimately vary from the estimates provided in Attachment A, however under no circumstances is the total combined AUTHORITY contribution to exceed \$8,436,938 without an amendment to this Agreement.”
2. Article IV CITY RESPONSIBILITIES, subarticle A is amended to read as follows:
 “A. To reimburse AUTHORITY for the actual costs incurred, estimated at \$19,664,788 towards the Planning, Environmental, P&SE, ROW, and Construction phases of the PROJECT cost. The actual cost of a specific phase may ultimately vary from the estimates provided in Attachment A, however, under no circumstances is the total combined CITY contribution to exceed \$19,664,788 without an amendment to this Agreement.”
3. Attachment A to the AGREEMENT is revised and replaced in its entirety with Attachment A to this AMENDMENT 5, attached and incorporated by reference.
4. Except as amended by this AMENDMENT 5, all other provisions of the AGREEMENT and amendments thereto shall remain in full force and effect and are incorporated herein by this reference.
5. This AMENDMENT 5 is deemed to be included and made part of the AGREEMENT.
6. The Recitals set forth above are incorporated herein by this reference.
7. This AMENDMENT 5 is effective upon execution by SBCTA.

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

SIGNATURE PAGE TO
AMENDMENT NO. 5 TO COOPERATIVE AGREEMENT No. R14138 (15-1001150)

BETWEEN

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
and CITY OF ONTARIO**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF ONTARIO

By: _____
Curt Hagman
President, Board of Directors

By: _____
Scott Ochoa
City Manager

Date: _____

Date: _____

APPROVED AS TO FORM

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
Juanda L. Daniel
Assistant General Counsel

By: _____
Ruben Duran
City Attorney

Attachment: 15-1001150-05 PDF (7757 : SR 60 at Archibald Avenue - City of Ontario Coop Amendment)

Attachment A

AMENDMENT NO. 5 TO COOPERATIVE AGREEMENT No. R14138 (15-1001150)

PROJECT DESCRIPTION

The CITY and AUTHORITY are widening the existing northbound and southbound Archibald Avenue to add two left turn pockets, modifying the existing Archibald Avenue Bridge Undercrossing to accommodate the additional lands, and widening the on- and off-ramps. The CITY had requested that the AUTHORITY be lead on the PROJECT.

PROJECT FUNDING TABLE

Public Share or “Authority Share”: 33.9%

Nexus Development Impact Fee Share (DIF), or “City Share”: 66.1%

	AUTHORITY	CITY	TOTAL
Project Report and Environmental Document	\$274,750	\$535,721	\$810,471
Plan, Specification and Estimate	\$457,746	\$892,538	\$1,350,284
Right of Way Acquisition and Utility Relocations	\$1,983,825	\$3,868,165	\$5,851,990
Construction and Construction Management	\$5,693,663	\$11,101,802	\$16,795,465
Construction-City Betterments	\$0	\$2,606,372	\$2,606,372
Oversight	\$26,954	\$660,190	\$687,144
TOTAL	\$8,436,938	\$19,664,788	\$28,101,726

Minute Action

AGENDA ITEM: 6

Date: June 9, 2022

Subject:

Interstate 10 Corridor Freight and Express Lane Project - Contract 2 Plans, Specifications and Estimates Design Services Contract Award

Recommendation:

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

A. Award Contract No. 22-1002722 to Associated Civil & Transportation Consulting Engineers, Inc., dba Advanced Civil Technologies, Inc., for \$57,791,176.04, for Plans, Specifications and Estimates Design Services for the Interstate 10 Corridor Freight and Express Lane Project - Contract 2, for the period beginning July 18, 2022 and ending December 31, 2027.

B. Approve a contingency budget of \$8,668,676.41 for Contract No. 22-1002722, which would be released by the Department Director as necessary, in compliance with SBCTA Procurement and Special Risk Assessment Policy No. 11000.

Background:

The Interstate 10 (I-10) Freight Corridor and Express Lane Project – Contract 2 (Project) is a candidate for Federal grant funds (Nationally Significant Multimodal Freight & Highway Projects (INFRA)) and State Senate Bill 1 (SB1) grant funds (Cycle 3 of the Trade Corridor Enhancement Program and Solutions for Congested Corridors Program). If INFRA and SB1 grant funding are approved by June 2023, the scope of the Project will include a single express lane in the median in each direction from Interstate 15 (I-15) to Pepper Avenue.

The first ten (10) miles of the I-10 Corridor Project are currently under construction as Contract 1 and are scheduled to open for beneficial use in 2023. On October 6, 2021, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) directed staff to explore a single express lane strategy for the next segment on the I-10 Corridor Project to be consistent with the State's Guideline Principles for Transportation Investment. On December 1, 2021, the Board approved the release of Request for Proposals (RFP) No. 22-1002722 for the Project for final design of the next eleven (11) miles of the approved I-10 Corridor Project.

On January 7, 2022, RFP No. 22-1002722 was released and posted on PlanetBids and the SBCTA website to solicit firms to assist SBCTA in providing Plans, Specifications and Estimates (PS&E) Design Services for the Project. The solicitation was issued in accordance with SBCTA's Procurement and Special Risk Assessment Policy No. 11000. The solicitation was sent electronically to approximately 1,305 firms and consultants registered on PlanetBids. Of the 1,305 firms notified, 93 firms downloaded the RFP.

On January 20, 2022, Addendum No. 1 was released providing SBCTA's responses to questions received by the deadline date outlined in the RFP, sign-in sheets for the pre-proposal meeting, and a copy of the pre-proposal conference PowerPoint presentation.

Entity: San Bernardino County Transportation Authority

On February 23, 2022, SBCTA received three (3) proposals by the date and time specified in the RFP, from Associated Civil & Transportation Consulting Engineers, Inc., dba Advanced Civil Technologies, Inc., (ACT), HDR Engineering, Inc. (HDR), and T.Y. Lin International. A responsiveness review was conducted by the Procurement Analyst and found all three (3) proposals were in compliance with the requirements and specifications outlined in the RFP. The Evaluation Committee was comprised of staff from SBCTA, the California Department of Transportation (Caltrans) District 8, and the San Bernardino County Public Works Department.

The Evaluation Committee concluded their individual review of the proposals and convened to review, discuss, and score the proposals. The Evaluation Committee members met on March 8, 2022, and discussed each proposal according to the evaluation criteria, including the proposals' strengths and weaknesses. At the completion of discussions, the Evaluation Committee individually scored the proposals based on the following evaluation criteria: Qualifications of the Firm - 30%, Proposed Staffing and Project Organization - 35%, and Work Plan - 35%. The firms were ranked in order of technical merit and a short-list was developed. The firms short-listed and invited to interview were: ACT, HDR, and T.Y. Lin International.

On March 29, 2022, all three (3) firms were interviewed. The Evaluation Committee considered all three qualified to perform the work specified in the RFP. The highest ranked firm, ACT, is being selected due to their knowledge of the Project, experience, and staff.

As a result of the scoring, the Evaluation Committee recommends that the contract to perform the scope of work, as outlined in RFP No. 22-1002722, be awarded to ACT. The firm clearly demonstrated a thorough understanding of the scope of work, proposed a qualified team, had a clear and concise work plan, and had an innovative approach to the Project showing the ability to perform the work necessary to complete the Project on schedule and within budget. Evaluation forms and reference checks are located in the Contract Audit File.

Contract No. 22-1002722 is to provide the final design for adding one express lane in the median in each direction, including the associated toll infrastructure. The Project will include both the design of pavement, structure widening, auxiliary lanes, and minor ramp improvements, as well as toll gantries, signage, striping, and other improvements required for implementing the tolling systems on the added express lanes. The Project will require coordination with the SBCTA Toll System Provider relative to the incorporation of the toll collection system. The scope of services will also include Right-of-Way (ROW) engineering services, which will consist primarily of coordination with a ROW consultant for preparing needed mapping and exhibits for acquisitions, railroad agreements, and utility relocations. To expedite Project delivery, the Project will be delivered as one design contract, divided into two segments: Segment 2A - Interstate 15 to Sierra Avenue and Segment 2B - Sierra Avenue to Pepper Avenue. It is anticipated that the design work will take about two and a half years to complete, resulting in a final design package to advertise for construction in early 2024 for Segment 2A and late 2024 for Segment 2B.

Recommendation A

Approve Contract No. 22-1002722 with ACT for \$57,791,176.04. The contract duration will be six (6) years to provide design support during construction. It is anticipated that construction would start near the end of 2024, and be complete in about three (3) years. The contract funding is consistent with the 2021 Update to the 10-Year Delivery Plan.

Recommendation B

Approve a contingency budget for the design contract. Due to the need to prepare an environmental revalidation for the Project since this Project will only construct a portion of the originally cleared limits, there may be items that come up over the course of the design process which are not currently defined. This budget would be utilized, if needed, to cover these items and would be released as contract amendments per Procurement and Special Risk Assessment Policy No. 11000, by the Department Director. Release of contingency will be reported to the Board on a regular basis.

Financial Impact:

This item is consistent with the Proposed Fiscal Year 2022/2023 Budget for Task No. 0820 Freeway Projects, Sub-Task No. 0821 I-10 Corridor Project - Contract 2.

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:

Sal Chavez, Project Delivery Manager

Approved
Board of Directors Metro Valley Study Session
Date: June 9, 2022

Witnessed By:

Contract Summary Sheet

6.a

General Contract Information

Contract No: 22-1002722 Amendment No.: _____

Contract Class: Payable Department: Project Delivery

Associated Civil & Transportation Consulting Engineers, Inc. dba Advanced

Vendor No.: 03260 Vendor Name: Civil Technologies, Inc.

Description: I-10 Corridor Freight and Express Lane Project - Contract 2

List Any Related Contract Nos.: _____

Dollar Amount

Original Contract	\$	57,791,176.04	Original Contingency	\$	8,668,676.4
Prior Amendments	\$	-	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
Total/Revised Contract Value	\$	57,791,176.04	Total Contingency Value	\$	8,668,676.4
Total Dollar Authority (Contract Value and Contingency)				\$	66,459,852.4

Contract Authorization

Board of Directors Date: 7/6/2022 Committee Item # _____

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? No No Budget Adjustment

Federal/Local Design Monthly

Accounts Payable

Estimated Start Date: 7/18/2022 Expiration Date: 12/31/2027 Revised Expiration Date: _____

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

							Total Contract Funding:		Total Contingency:	
							\$	57,791,176.04	\$	8,668,676.41
GL	4110	40	0820	0821	52001	41100000	MSI Fwy	31,842,318.04	8,668,676.41	
GL	2010	40	0820	0821	52001	42101006	Federal STP	14,000,000.00	-	
GL	2082	40	0820	0821	52001	42106847	Federal HIP (STIP-CRRSAA)	11,948,858.00	-	
GL								-	-	
GL								-	-	
GL								-	-	
GL								-	-	
GL								-	-	
GL								-	-	
GL								-	-	

Sal Chavez

Project Manager (Print Name)

Henry Stultz

Task Manager (Print Name)

Additional Notes:

CONTRACT NO. 22-1002722**BY AND BETWEEN****SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY****AND****ASSOCIATED CIVIL & TRANSPORTATION CONSULTING ENGINEERS, INC. DBA
ADVANCED CIVIL TECHNOLOGIES, INC.****FOR****PLANS, SPECIFICATIONS AND ESTIMATE (PS&E) FOR THE I-10 CORRIDOR
FREIGHT AND EXPRESS LANE PROJECT - CONTRACT 2**

This contract (referred to as “Contract” or “Agreement”), is made and entered into by and between the San Bernardino County Transportation Authority (“SBCTA” or “LOCAL AGENCY”) whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715; and Associated Civil & Transportation Consulting Engineers, Inc. dba Advanced Civil Technologies, Inc. (“CONSULTANT”) whose address is: 3237 East Guasti Road, Suite 230 Ontario, CA 91761. 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 work identified herein; and

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

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I. INTRODUCTION

- A. The work to be performed under this Contract is set forth in Exhibit A, “Scope of Work,” and Exhibit B, “CONSULTANT’s Approved Cost Proposal” (“Cost Proposal”) dated May 3, 2022.
- B. 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.
- C. Without the written consent of SBCTA, this Contract is not assignable by CONSULTANT either in whole or in part. SBCTA may assign its rights and obligations under this Contract in whole or in part to any related or successor agency.

- D. No alteration or variations of the terms of this Contract shall be valid, unless made in writing and signed by the Parties; and no oral understanding or agreement not incorporated herein shall be binding on any of the Parties.
- E. The consideration to be paid to CONSULTANT as provided in this Contract 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.
- F. SBCTA's Project Manager or Contract Administrator for this Contract is Sal Chavez. Contract Administrator delegates authority to issue the Notice to Proceed to SBCTA's Procurement Manager.

ARTICLE II. PROJECT DESCRIPTION/SCOPE OF WORK

CONSULTANT agrees to perform the 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. The Work performed under this Contract shall be completed to the satisfaction of SBCTA, with its satisfaction being based on prevailing applicable professional standards. Scope of Work is sometimes referred to as Statement of Work in this Contract. The Scope of Work is more fully described in Exhibit A.

ARTICLE III. CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports to SBCTA at least once a month. The report should be sufficiently detailed for Contract Administrator 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.
- B. CONSULTANT's project manager shall meet with SBCTA's Contract Administrator, as needed, to discuss progress on the Contract.

ARTICLE IV. PERFORMANCE PERIOD

- A. This Contract shall go into effect on July 18, 2022, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The Contract shall end on December 31, 2027 unless extended by contract amendment..
- B. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the Contract is fully executed and approved by LOCAL AGENCY.

ARTICLE V. ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this Contract will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the Work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event that LOCAL AGENCY determines that a change to the Work from that specified in the Cost Proposal and Contract is required, the contract time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by contract amendment to accommodate the changed Work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.
- B. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of \$2,070,320. 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.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- D. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- F. No payment will be made prior to approval of any Work, nor for any Work performed prior to approval of this Contract.
- G. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of Work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase of this

Contract. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's work. Invoices shall be emailed to LOCAL AGENCY's Contract Administrator at: ap@gosbcta.com

- H. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed \$57,791,176.04.
- I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by LOCAL AGENCY's Contract Administrator.

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

ARTICLE VI. TERMINATION

- A. LOCAL AGENCY reserves the right to terminate this Contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. LOCAL AGENCY may terminate this Contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, LOCAL AGENCY may proceed with the Work in a manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this Contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this Contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the Contract. In which case the overage shall be deducted from any sum due CONSULTANT under this Contract and the balance, if any, shall be paid to CONSULTANT upon demand.

ARTICLE VII. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. 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.
- B. 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.
- C. 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 LOCAL AGENCY.

ARTICLE VIII. RETENTION OF RECORDS/AUDIT

- A. For the purpose of determining compliance with Public Contract Code 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 8546.7, CONSULTANT, subconsultants, and LOCAL AGENCY 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 limited 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, LOCAL AGENCY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants' (CPA) work papers that are pertinent to the Contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

ARTICLE IX. AUDIT REVIEW PROCEDURES

- A. 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 LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this Contract.
- D. CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Contract, Cost Proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The Contract, Cost Proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the Contract by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the Contract and disallowance of prior reimbursed costs.

E. CONSULTANT Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the contract terms and cause for termination of the Contract and disallowance of prior reimbursed costs.

1. During a Caltrans' review of the ICR audit work papers created by the CONSULTANT's independent CPA, Caltrans will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely matter. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at a provisional ICR until a FAR compliant ICR (e.g. 48 CFR, part 31; GAAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines) is received and approved by A&I. Provisional rates will be as follows:
 - a. If the proposed rate is less than 150% - the provisional rate reimbursed will be 90% of the proposed rate.
 - b. If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed rate.
 - c. If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.
2. If Caltrans is unable to issue a cognizant letter per paragraph E.1. above, Caltrans may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
3. If the CONSULTANT fails to comply with the provisions of this Section E, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the provisional ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this provisional ICR will become the actual and final ICR for reimbursement purposes under this Contract.
4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (2) all work under this Contract has been completed to the satisfaction of LOCAL AGENCY; and (3) Caltrans has issued its final ICR review letter. The CONSULTANT must submit its final invoice to LOCAL AGENCY no later than 60 days after occurrence of the last of these items.

The provisional ICR will apply to this Contract and all other contracts executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X. SUBCONTRACTING

- A. Nothing contained in this Contract or otherwise, shall create any contractual relation between LOCAL AGENCY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to LOCAL AGENCY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from LOCAL AGENCY'S obligation to make payments to the CONSULTANT.
- B. 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 written authorization by LOCAL AGENCY's Contract Administrator, except that which is expressly identified in the approved Cost Proposal.
- C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by LOCAL AGENCY.
- D. All subcontracts entered into as a result of this Contract shall contain all the provisions stipulated in this Contract to be applicable to subconsultants.
- E. Any substitution of subconsultant(s) must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant(s).

ARTICLE XI. EQUIPMENT PURCHASE

- A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator 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.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by LOCAL AGENCY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. 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, LOCAL AGENCY 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 LOCAL AGENCY 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 LOCAL AGENCY procedures; and credit LOCAL AGENCY 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 by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

ARTICLE XII. STATE PREVAILING WAGE RATES

- A. 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.
- B. 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, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.
- C. When prevailing wages apply to the 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 XIII. CONFLICT OF INTEREST

- A. CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this Contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this Contract, or any ensuing LOCAL AGENCY construction project, which will follow.
- B. 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.
- C. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Contract. An affiliated firm is one which is subject to the control of the same persons through joint-ownership, or otherwise.
- D. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this Contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Contract.

ARTICLE XIV. 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 LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY 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 XV. PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING

- A. CONSULTANT certifies to the best of his or her knowledge and belief that:
1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this federal contract, grant, loan, or cooperative agreement, CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

ARTICLE XVI. STATEMENT OF COMPLIANCE

- A. 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 Title 2, California Code of Regulations Section 11102.
- B. 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, gender, sex, marital status, gender identity, gender expression, sexual orientation, age, use of family care leave, or military or veteran status. Consultant and subconsultants shall ensure 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 §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11005 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations (2 CCR Sec. 11099 et seq.), are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

- C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- D. The Consultant, with regard to the work performed by it during the Agreement, shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, or national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

ARTICLE XVII. DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to LOCAL AGENCY.

- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

ARTICLE XVIII. FUNDING REQUIREMENTS

- A. 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.
- B. 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.
- C. It is mutually agreed that if sufficient funds are not appropriated, this Contract may be amended to reflect any reduction in funds.
- D. SBCTA has the option to terminate the Contract under the 30-day cancellation clause or by mutual agreement, or to amend the Contract to reflect any reduction of funds.

ARTICLE XIX. CHANGE IN TERMS

- A. This Contract may be amended or modified only by mutual written agreement of the Parties.
- B. 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.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the CONSULTANT's Approved Cost Proposal, without prior written approval of SBCTA.

ARTICLE XX. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. CONSULTANTS must give consideration to DBE firms as specified in 23 CFR §172.5(b), 49 CFR, Part 26. If the Contract has a DBE goal, CONSULTANT must meet the DBE goal by using DBEs as subconsultants or documenting a good faith effort to have met the goal. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace the subconsultant with another DBE subconsultant if the goal is not otherwise met. A DBE may be terminated only with written approval by SBCTA and only

for the reasons specified in 49 CFR 26.53(f). Prior to requesting SBCTA's consent for the proposed termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).

- B. SBCTA, as a recipient of federal financial assistance, is required to implement a Disadvantaged Business Program in accordance with federal regulations at 49 CFR Part 26 issued by the U.S. Department of Transportation (DOT). The contract specific goal for this project pursuant to the CONSULTANT's Approved Cost Proposal is 22%. CONSULTANT must furnish all documentation satisfactory to SBCTA that the work committed to DBEs was actually performed by DBEs. Requests for progress payments must include a summary of payments (Caltrans Form Exhibit 9-F) actually made to DBEs during the invoice period, which includes a total of all payments made to all subconsultants under this Contract. DBE participation shall be credited toward the overall DBE goal only when payments are actually made to the DBE firms. CONSULTANT shall submit on the Exhibit 9-F form per the Caltrans Exhibit 9-F Instructions. Upon completion of the Contract, CONSULTANT shall submit "Final Report-Utilization of Disadvantaged Business Enterprises--First Tier Subconsultants" Form 17-F with the final invoice. Failure to submit the required reports shall result in SBCTA imposing a penalty of \$100 per day, per report.
- C. CONSULTANT shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Contract. Failure by CONSULTANT to carry out these requirements is a material breach of this Contract may result in SBCTA exercising the right to impose administrative remedies, which shall include, but shall not be limited to the following: withholding of payment due to CONSULTANT equivalent to the difference between the actual DBE attainment and the Contract DBE goal; suspension of payment to CONSULTANT of any other monies held by SBCTA; and termination of the Contract, in whole or in part. The administrative remedies shall not apply if the CONSULTANT is able to demonstrate, to the satisfaction of SBCTA, that it exercised Good Faith Efforts in an attempt to meet the Contract DBE goal.
- D. SBCTA will bring to the attention of the DOT Operating Administration, in writing, any false, fraudulent, or dishonest conduct in connection with SBCTA's administration of Caltrans' DBE program, to enable the DOT Operating Administration to take the necessary and appropriate steps (e.g. referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, or action under suspension and debarment or Program Fraud and Civil Penalties rules) as provided in Title 49 CFR, Part 26, Section 26.109. SBCTA also will consider similar action under its own legal authorities, including, but not limited to, responsibility determinations in future contracts.

ARTICLE XXI. CONTINGENT FEE

CONSULTANT warrants, by execution of this Contract, that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, SBCTA has the right to terminate the

Contract without liability, pay only for the value of the Work actually performed, or in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXII. DISPUTES

- A. 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 Analyst and SBCTA's Program Manager who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, 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.
- C. Neither the pendency of a dispute nor its consideration by SBCTA's Executive Director excuses CONSULTANT from full and timely performance in accordance with the terms of this Contract.

ARTICLE XXIII. INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit SBCTA, the state, and the FHWA if federal participating funds are used in this Contract, 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 XXIV. SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by SBCTA and SBCTA representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while at the construction project site.
- B. 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.
- C. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.
- D. 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 XXV. INSURANCE

- A. Prior to commencing the Work, at all times during the performance of the Work and for such additional periods as required herein, CONSULTANT shall, at CONSULTANT's sole expense, procure and maintain insurance coverage with the following minimum requirements, and shall require all subcontractors of every tier performing any of the Work to procure and maintain such insurance specified below: CONSULTANT shall furnish SBCTA with original Certificates of Insurance, including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page(s) of the CGL policy listing all policy endorsements, before work begins. SBCTA reserves the right to require full-certified copies of all Insurance coverages and endorsements. Prior to commencing the Work, at all times during the performance of the Work, and for such additional periods as required herein, CONSULTANT shall, at CONSULTANT's sole expense, procure and maintain insurance coverage with the following minimum requirements, and shall require all subcontractors of every tier performing any portion of the Work to procure and maintain such insurance as specified below:

1. Professional Liability. The policies must include the following:
 - \$10,000,000 per claim limits
 - \$10,000,000 in the aggregate for all claims.
 - 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.
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. SBCTA and CONSULTANT must be certificate holders and must be provided at least 30 days advance notice of cancellation,

unless the cancellation is for non-payment, then at least 10 days advance notice of cancellation shall be provided. Where coverage is provided through the California State Compensation Insurance Fund, the requirement for a minimum A.M. Best rating does not apply.

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 **\$29,000,000 each occurrence**.
- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations (including explosion, collapse and underground coverage), duty to defend in addition to (without reducing) the limits of the policy (ies), and products and completed operations.
 - \$2,000,000 per occurrence limit for property damage or bodily injury
 - \$1,000,000 per occurrence limit for personal injury and advertising injury
 - \$2,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 10 01) if SBCTA's Risk Manager determines it is in SBCTA's best interests to require such coverage,
- If a general aggregate applies, it shall apply separately to this project/location. The project name must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.
- 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.

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.

5. Commercial Auto. The policy must include the following:

- Auto Liability limits of not less than \$10,000,000 each accident
- Combined Bodily Injury and Property Damage Liability insurance
- Coverage must include owned autos, hired or non-owned autos

The commercial automobile liability insurance shall be written on the most recent edition of ISO form CA 00 01 or equivalent acceptable to SBCTA and shall include, without limitation, contractual liability coverage and additional insured status for the Additional Insureds named below. CONSULTANT waives all rights of subrogation against the Additional Insureds named below, for recovery of loss, injury and/or damages to the extent such loss, injury and/or damages are covered by the commercial automobile liability insurance required herein. 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 the same waiver of subrogation in favor of all parties named as Additional Insureds below, and CONSULTANT.

6. Cyber Liability - Technology Professional Liability Errors and Omissions Insurance - appropriate to the Contractor's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of SBCTA in the care, custody, or control of the CONSULTANT. If not covered under the CONSULTANT's liability policy, such "property" coverage of SBCTA may be endorsed onto the CONSULTANT's Cyber Liability Policy as covered property as follows:

Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of SBCTA that will be in the care, custody, or control of CONSULTANT.

7. **Railroad Protective Liability Insurance:** This coverage will be required if CONSULTANT performs activities under this agreement in close proximity to a railroad and/or the owner or operator require this coverage.

- Insurance Services Office Form Railroad Protective Liability, AAR-AASHTO (ISO/RIMA), in the name of the railroad owners and operators with respect to the operations they or any of their subconsultants perform on the Property. Minimum Limits: \$3 million per occurrence combined single limit, for coverage and for losses arising out of injury to or death of all persons and for physical loss or damage to or destruction of Property, including the loss of use thereof. A \$6 million annual aggregate shall apply.

If providing coverage on the London claims- made form, the following provisions shall apply:

- The limits of liability shall be not less than \$3 million per occurrence, combined single limit. A \$9 million aggregate may apply.
- Declarations item 6, extended claims made date, shall allow an extended claims made period no shorter than the length of the original policy period plus one year.
- If equivalent or better, wording is not contained in the policy form, the following endorsement must be included:

It is agreed that "physical damage to Property" means direct and accidental loss of or damage to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbed, catenaries, signals, bridges or buildings.

In cases of low hazard activity and insignificant risk to rail facilities, and if the exposure to the track is physically separated by a building, floor or a continuous fence (no thoroughfares) and the employees of the Consultant are explicitly notified, trained, and supervised such that they are not permitted to have any contact with the track or its related improvements, the Railroad Protective Liability Insurance requirement may be waived by SBCTA, or its designated representative, in SBCTA's sole and absolute discretion, where SBCTA's agreements and obligations with rail operators allow it.

8. **Pollution Liability.** This coverage will only be required if CONSULTANT performs activities under this agreement which could give rise to Pollution Liability or in an area where a property owner requires this coverage. The policy must include the following:
- \$2,000,00 per claim or occurrence limits/\$4,000,000 in the aggregate

- If the services involve mold identification/remediation, the policy shall not contain a mold exclusion and the definition of “Pollution” shall include microbial matter including mold.
- If the services involve lead-based paint or asbestos identification/remediation, the policy shall not contain lead-based paint or asbestos exclusions.

B. General Provisions

1. Qualifications of Insurance Carriers - If policies are written by insurance carriers authorized and admitted to do business in the state of California, then the insurance carriers must have a current A.M. Best rating of A-VIII or better and if policies are written by insurance carriers that are non- admitted but authorized to conduct business in the state of California, then they must meet the current A.M. Best rating of A-X or better, unless otherwise approved in writing by SBCTA’s Risk Manager.
2. No Representations or Warranties - SBCTA makes no representation or warranty that the coverage, limits of liability, or other terms specified for the insurance policies required under this contract are adequate to protect the CONSULTANT against its undertakings under this Contract or its liability to any third party, nor will they preclude SBCTA from taking any actions as are available to it under this Contract or otherwise at law.
3. Additional Insured Coverage. All policies, except those for Workers’ Compensation and Professional Liability insurance, shall name San Bernardino County Transportation Authority, City of Colton, San Bernardino County Department of Public Works, City of Fontana, City of Rialto, Union Pacific Railroad and Caltrans and their officers, directors, members, employees, and agents as additional insureds (“Additional Insureds”). The Indemnified Parties shall be named, by specific endorsement, as additional insureds using ISO form CG 20 10 10 01 and ISO form CG 20 37 10 01, or their respective equivalent forms, to include completed operations coverage. 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.
4. Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA’s Risk Manager, including certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA’s Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager’s name on the face of the certificate. If requested in writing by SBCTA, CONSULTANT shall submit complete

- copies of all required insurance policies within ten (10) business days of a written request by SBCTA.
5. Deductibles and Self-Insured Retention - Regardless of the allowance of exclusions or deductibles by SBCTA, CONSULTANT shall be responsible for any deductible or self-insured retention (SIR) 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. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA's Risk Manager. At the option of SBCTA, if the deductible or SIR is greater than \$10,000 or one (1) percent of the amount of coverage required under this Contract, whichever is less, the CONSULTANT shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONSULTANT shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA will have the right, but not the obligation, to pay any deductible or SIR 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 to CONSULTANT. The CONSULTANT's policies will neither obligate nor prohibit SBCTA or any other Additional Insured from paying any portion of any CONSULTANT's deductible or SIR.
 6. CONSULTANT's and Subconsultants' Insurance 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 to be primary coverage, and any coverage carried by any of the Additional Insureds named herein 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 exclusion barring coverage for claims by an additional insured against a named insured.
 7. Waiver of Subrogation Rights. To the fullest extent permitted by law, CONSULTANT hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCTA, in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, CONSULTANT shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. CONSULTANT shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds. Such insurance and coverages provided shall not prohibit CONSULTANT from waiving the right of subrogation prior to a loss or claim.
 8. 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 insurance@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.

9. **Non-Limitation of Insurance Requirements** - The insurance coverage provided and limits required under this Contract are minimum requirements and are not intended to limit the CONSULTANT's indemnification obligations under the Contract, nor do the indemnity obligations limit the rights of the Indemnified Parties to the coverage afforded by their insured status. To the extent required by Law in connection with Work to be performed, the CONSULTANT shall obtain and maintain, or cause to be obtained and maintained, in addition to the insurance coverage expressly required under this Contract, such other insurance policies for such amounts, for such periods of time and subject to such terms, as required by Law and any other agreements with which the CONSULTANT is required to comply, including any Third-Party Agreements. Liability insurance coverage will not be limited to the specific location designated as the Site, except that if the CONSULTANT arranges project-specific general liability, excess liability, or workers' compensation coverage, limitations of coverage to the Site will be permitted subject to SBCTA approval and use of the broadest available site-specific endorsements. No liability policy will contain any provision or definition that would serve to eliminate so-called "third-party-over action" claims, including any exclusion for bodily injury to an employee of the insured or of any Sub-contractor. The CONSULTANT acknowledges and will at all times comply with the provisions of Labor Code Section 3700 which require every employer in the State to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code.
10. **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.

11. 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.
12. Project Specific Insurance - All insurance coverage required to be provided by CONTRACTOR, with the exception of automobile liability and worker's compensation, shall apply specifically and exclusively for the Project and extend to all aspects of the Work, with coverage limits dedicated solely to the Project. Use of other insurance programs is acceptable, provided that coverage under such programs provides dedicated Project-specific limits and identified premiums and meets all requirements described in contract.
13. No Representations or Warranties - SBCTA makes no representation or warranty that the coverage, limits of liability, or other terms specified for the insurance policies required under this contract are adequate to protect the CONTRACTOR against its undertakings under this Contract or its liability to any third party, nor will they preclude SBCTA from taking any actions as are available to it under this Contract or otherwise at law.
14. Review of Coverage – SBCTA may at any time review the coverage, form, and amount of insurance required under this contract, and may require the CONTRACTOR to make changes in such insurance reasonably sufficient in coverage, form, and amount to provide adequate protection against the kind and extent of risk that exists at that time. SBCTA may change the insurance coverages and limits required under this contract by notice to the CONTRACTOR, whereupon the CONTRACTOR will, within sixty (60) days of such notice date, procure the additional and/or modified insurance coverages. Upon such change any additional cost (at actual cost) from such change will be paid by SBCTA and any reduction in cost will reduce the Contract Price pursuant to a Change Order.
15. 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 the amounts of insurance limits provided by sub-consultants 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 sub-consultant. CONSULTANT shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subconsultant.
16. 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.
17. 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.

18. Project Specific Insurance. All insurance coverage required to be provided by CONSULTANT, with the exception of automobile liability and worker's compensation, shall apply specifically and exclusively for the Project and extend to all aspects of the Work, with coverage limits dedicated solely to the Project. Use of other insurance programs is acceptable, provided that coverage under such programs provides dedicated Project-specific limits and identified premiums and meets all requirements described in contract.

ARTICLE XXVI. INDEMNITY

- A. 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) San Bernardino County Transportation Authority, City of Colton, San Bernardino County Department of Public Works, City of Fontana, City of Rialto, Union Pacific Railroad and Caltrans and their directors, officers, employees, agents and volunteers, from any and all losses, damages, liability, actions, and/or costs for claims that arise out of, pertain to or are related to the negligence, recklessness, or willful misconduct of the design professional.

- B. For all other Work, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA, City of Colton, San Bernardino County Department of Public Works, City of Fontana, City of Rialto, Union Pacific Railroad and Caltrans and their directors, 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 Indemnitees 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 an Indemnitee's "active" as well as "passive" negligence but does not apply to an Indemnitee's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

ARTICLE XXVII. OWNERSHIP OF DATA

- A. 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. CONSULTANT shall furnish SBCTA all necessary copies as needed to complete the review and approval process.
- B. 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.

- C. 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 on 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.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the Contract as appropriate (48 CFR 27, Subpart 27.3, Patent Rights under Government Contracts for federal-aid contracts).
- E. SBCTA may permit copyrighting reports or other agreement products. If copyrights are permitted, the agreement 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.
- F. 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 XXVIII. CLAIMS FILED BY SBCTA'S CONSTRUCTION CONTRACTOR

- A. 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.
- B. 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.
- C. Services of 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.
- D. 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 XXIX. CONFIDENTIALITY OF DATA

- A. 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.

- B. Permission to disclose information on one occasion or at a public hearing held by SBCTA relating to the Contract shall not authorize CONSULTANT to further disclose such information or disseminate the same on any other occasion.
- C. 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.
- D. 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 prior review of the contents thereof by SBCTA and receipt of SBCTA's written permission.
- E. Any SBCTA communications or materials to which CONSULTANT or its subconsultants or agents have access, or materials prepared by CONSULTANT under the terms of this Contract, shall be held in confidence by CONSULTANT, who shall exercise reasonable precautions to prevent the disclosure of confidential information to anyone except as expressly authorized by SBCTA. Any communications with or work product of SBCTA's legal counsel to which CONSULTANT or its subconsultants or agents have access in performing Work under this Contract shall be subject to 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.
- F. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.
- G. 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.
- H. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than SBCTA.

ARTICLE XXX. 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 ordered CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXXI. 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 together with the comments shall be retained as part of the Contract file. This information may be used when evaluating the firm on future proposal submittals.

ARTICLE XXXII. RETENTION OF FUNDS

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.
- B. No retainage will be withheld by SBCTA from progress payments due CONSULTANT. Retainage by CONSULTANT or subconsultants is prohibited, and no retainage will be held by CONSULTANT from progress payments due subconsultants. Any violation of this provision shall subject the violating CONSULTANT or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to CONSULTANT or subconsultant, in the event of a dispute involving late payment or nonpayment by CONSULTANT or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE CONSULTANTS and subconsultants.

ARTICLE XXXIII. RESPONSIBILITY OF CONSULTANT

- A. 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 CONSULTANT under the Contract. The Contract includes reference to the appropriate standards for design or other standards for Work performance stipulated in the Contract.
- B. 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 SANBAG or the Project, CONSULTANT shall immediately document such matters and notify SBCTA in writing. CONSULTANT shall also similarly notify SBCTA in regard to the possibility of any natural catastrophe, potential failure, or any situation that exceeds environmental, design, and/or construction assumptions and could precipitate a failure of any structure or other part of the Project. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable SBCTA to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.

- C. 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.
- D. SBCTA shall advise CONSULTANT of CONSULTANT's responsibility for additional costs as described above and shall 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.
- E. 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.
- F. 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 XXXIV. TECHNICAL DIRECTION

- A. Performance of Work under this Contract shall be subject to the technical direction of SBCTA's Project Manager. The term "Technical Direction" is defined to include, without limitation:
 - 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.
 - 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.
 - 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.
 - 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.

- B. Technical Direction must be within the Scope of Work under this Contract. SBCTA does not have the authority to, and may not, issue any Technical Direction which:
1. Increases or decreases the Scope of Work;
 2. Directs CONSULTANT to perform Work outside the original intent of the Scope of Work;
 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;
 4. Changes any of the expressed terms, conditions or specifications of the Contract; unless identified herein;
 5. Interferes with the CONSULTANT's right to perform the terms and conditions of the Contract; or
 6. Approves any demand or claim for additional payment.
- C. 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.
- D. All Technical Direction shall be issued in writing by SBCTA's Project Manager.
- E. CONSULTANT shall proceed promptly with the performance of Technical Direction, 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 falls within one of the categories defined in B.1. through B.6. of this Article, 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's Project Manager shall:
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.
 2. Advise CONSULTANT within a reasonable time whether SBCTA will or will not issue a written amendment.
- F. There shall be no changes in CONSULTANT's Key Personnel as identified herein, without prior written approval by SBCTA's Project Manager.

ARTICLE XXXV. 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 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's Project Manager. CONSULTANT shall not substitute any key personnel without the prior written consent of SBCTA's Project Manager. In the event that the Parties cannot agree as to the substitution of key personnel, SBCTA may terminate the Contract.

Key Personnel are:

Name	Job Classification/Function
Jamal Salman	Project Manager
Joe Sawtelle	Deputy Project Manager/Project Engineer
Issac Alonso Rice	Design Team 1 Lead
Jesus Paez	QA/QC Manager
Alaedin Moubayed	Structures Lead
Steven Lutz	Design Team 2 Lead
Brian Calvert	Environmental Lead
Sam Mansour	Railroad Coordination
Steven Bradley	Toll System Lead

ARTICLE XXXVI. 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 XXXVII. ADDITIONAL TERMINATION PROVISIONS

- A. In addition to the terms of Article VI, the following provisions apply to termination of the Contract.
- B. 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 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.
 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 of this Contract.

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.
 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.
- C. Termination for Cause – In the event CONSULTANT shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy shall be filed against CONSULTANT or a receiver shall be appointed on account of its insolvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice, SBCTA may, without prejudice to any other rights or remedies SBCTA may have, and in compliance with applicable Bankruptcy Laws: (a) hold in abeyance further payments to CONSULTANT; (b) stop any Work of CONSULTANT or its subconsultants related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONSULTANT specifying the date of termination. In the event of such termination by SBCTA, SBCTA may take possession of the products and finished Work by whatever method SBCTA may deem expedient.
1. 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.
 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.
- D. All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SBCTA, satisfactory in form and content to SBCTA and verified by SBCTA. In no event shall CONSULTANT be entitled to any payment for prospective profits or any damages because of such termination.

ARTICLE XXXVIII. OPTION TERMS

INTENTIONALLY OMITTED.

ARTICLE XXXIX. ADDITIONAL PAYMENT TERMS.

A. STATEMENT WITH INVOICES.

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 during the period will be satisfied upon the making of such payment. SBCTA shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such statement and release.

B. JUNE INVOICES.

The invoice for Work performed in the month of June shall be submitted by July 10th.

ARTICLE XL. 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 XLI. 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 XLII. CONFLICT OF INTEREST CODE

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 and its staff shall comply with SBCTA's Conflict of Interest Policy, No. 10102.

ARTICLE XLIII. 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:

To CONSULTANT	To SBCTA
3237 East Guasti Road, Suite 230	1170 W. 3rd Street, 2nd Floor
Ontario, CA 91761	San Bernardino, CA 92410-1715
Attn: Jamal Salman	Attn: Sal Chavez
	cc: Procurement Manager
Phone: (909) 563-8104	Phone: (909) 884-8276

ARTICLE XLIV. STOP WORK ORDER

Upon failure of CONSULTANT or its subconsultants to comply with any of the requirements of this Contract, SBCTA shall have the right to stop any or all Work affected by such failure until such failure is remedied or to terminate this Contract in accordance with the "TERMINATION" provisions in Articles VI and XXXVII.

ARTICLE XLV. 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 XLVI. 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 XLVII. WARRANTY

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

ARTICLE XLVIII. 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 XLIX. ATTORNEYS' 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 L. 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 LI. 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 LII. PRECEDENCE

- A. The Contract consists of the Contract Articles, Exhibit A "Scope of Work," Exhibit B "CONSULTANT's Approved Cost Proposal," SBCTA's Request For Proposals and CONSULTANT's Proposal, all of which are incorporated into this Contract by this reference.
- B. The following order of precedence shall apply: first, the Contract Articles; second, Exhibits A and B; third, SBCTA's Request For Proposals; and last, CONSULTANT's Proposal.
- C. 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 LIII. 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 LIV. 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 LV. DRUG FREE WORKPLACE

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

ARTICLE LVI. 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 LVII. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

CONSULTANT shall comply with all applicable provisions of the Americans With Disabilities Act (42 U.S.C. § 12101 et seq.) in performing Work under this Contract.

ARTICLE LVIII. CLEAN AIR/WATER

CONSULTANT shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended. CONSULTANT shall report each violation to SBCTA, who will in turn report each violation as required to assure notification to the Federal Awarding Agency and the appropriate EPA Regional Office. CONSULTANT agrees to include this requirement in all of its subcontracts which exceed \$100,000.

ARTICLE LIX. ENTIRE DOCUMENT

- A. This Contract constitutes the sole and only agreement governing the Work and supersedes any prior understandings, written or oral, between the Parties respecting the Project. All previous proposals, offers and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been expressly incorporated into this Contract.
- B. 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.
- C. 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 LX. CONTRACT

The two Parties to this Contract, who are the CONSULTANT and SBCTA, hereby agree that this Contract constitutes the entire agreement which is made and concluded in duplicate between the two Parties. Both of these Parties for and in consideration of the payments to be made, conditions mentioned, and Work to be performed, each agree to diligently perform in accordance with the terms and conditions of this Contract as evidenced by the signatures below.

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

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

ASSOCIATED CIVIL &
TRANSPORTATION CONSULTING
ENGINEERS, INC. DBA ADVANCED
CIVIL TECHNOLOGIES, A
CALIFORNIA CORPORATION

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Name: Jamal Salman
Title: Secretary

By: _____
Curt Hagman
President, Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM

By: _____
Julianna K. Tillquist
General Counsel

CONCURRENCE

By: _____
Shaneka M. Morris
Procurement Manager

Attachment: 22-1002722 (8561 : Interstate 10 Corridor Freight and Express Lane Project - Contract 2)

EXHIBIT A - SCOPE OF WORK

EXHIBIT A - SCOPE OF WORK

RFP No. 22-1002722

The San Bernardino County Transportation Authority ("SBCTA") is seeking professional services for the preparation of Plans, Specifications and Estimate (PS&E) for the Interstate 10 (I-10) Corridor Freight and Express Lane Project - Contract 2 ("Project") which would extend from Interstate 15 (I- 15) to Pepper Avenue in San Bernardino County. SBCTA Sales Tax Measure I funds and Federal funds will be used to cover the cost of the preparation of the final design phase. Funding for the next phases is currently not finalized, but State and/or Federal funds could be utilized. As such, the final plans and specifications should comply with applicable State and Federal requirements.

The project proposes to add one express lane in the median in each direction through this corridor segment. At I-15, one express lane will be added in each direction, connecting to the existing express lane in each direction currently being constructed by SBCTA. The express lane will continue to Pepper Avenue, then transition back to the existing general purpose lanes at Pepper Avenue. The overall project will be delivered as one design contract consisting of two design segments: Segment 2A (I-15 to Sierra Avenue) and Segment 2B (Sierra Avenue to Pepper Avenue). In addition, auxiliary lanes and other operational improvements are planned through this corridor. The environmental document and project report for an extended corridor were approved in May 2017. The geometrics approved in those documents will provide the initial basis for this final design, but the final lane configuration and location of ingress and egress locations shall be based on operational analysis conducted under this design contract. Importantly, the Contract 2 project will construct one express lane in each direction and be compatible with the PA/ED. Final design for a single express lane in each direction should minimize impact to ROW while incorporating provisions for a future second express lane where practical. Additionally, final design shall include the addition of auxiliary lanes at select locations not previously included in the PA/ED design, including eastbound between Cherry Avenue and Citrus Avenue, eastbound between Sierra Avenue and Cedar Avenue, and westbound between Riverside Avenue and Pepper Avenue. This project will include both the roadway work as well as toll collection system layout and infrastructure. The toll collection system design requirements will be prepared by the SBCTA toll system provider (TSP); however, extensive coordination will be required with the TSP, and the toll collection system infrastructure design will need to be incorporated into the final design plans developed under this design contract.

Final design services will include preparation of a supplemental project report and environmental revalidation to document that both construction packages are part of the longer corridor approved in the original project report and environmental document.

Caltrans will provide oversight for compliance with State design standards and requirements. Assistance with the preparation of the construction bid advertisement package, support *during right of way, responses to Requests for Information (RFI), and review of construction Contract Change Orders (CCO)* during the construction phase is required. Coordination with the designer of the Project Approval and Environmental Document Phase (PA/ED) may be required to obtain project files and latest project design information.

I. APPLICABLE STANDARDS

All documents shall be prepared in accordance with current SBCTA and Caltrans regulations, policies, procedures, manuals, and standards where applicable. CONSULTANT shall obtain, at its expense, all applicable Manuals and Standard Plans.

II. GENERAL DESCRIPTION OF REQUIRED SERVICES

- A. Required services listed below do not supersede the requirements established in the Contract.
- B. CONSULTANT Services include the studies, reports, drawings, plans, specifications, estimates, and special provisions necessary to complete the plans, specifications, and estimates for the addition of express lanes on the I-10 corridor.
- C. The deliverables list for the PS&E phase will be refined during the initial planning and scoping Project Development Team (PDT) meeting. Not all deliverables listed in this attachment may be required.
- D. CONSULTANT shall develop and maintain a Project schedule. The Project schedule may be presented monthly to the PDT meeting. A deliverables matrix will accompany the schedule. The deliverables matrix will highlight the status of the documents in the review process.
- E. CONSULTANT shall employ appropriate quality control and quality assurance procedures for every deliverable.
- F. CONSULTANT shall identify potential risks and uncertainties related to the delivery and construction of the Project. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impacts to adjacent properties, public safety, and environmental considerations. If at any time during the performance of this Scope of Services, CONSULTANT observes, encounters, or identifies any circumstance that could pose potential risk, CONSULTANT shall notify SBCTA immediately.
- G. The design will be prepared in English units.
- H. Prime contract terms and conditions will be incorporated into the subcontract agreements.
- I. The Task and WBS Structure used for pricing, cost reporting and schedule preparation shall be consistent with the Caltrans Workplan Standards Guide for Delivery of Capital Projects. Project Management activities will be performed in accordance to the Caltrans' Workplan Standards Guide for Delivery of Capital Projects.

- J. CONSULTANT shall prepare and submit monthly invoices and project controls reports. Invoices shall follow SBCTA templates and shall contain all required information including project percent complete and earned value. CONSULTANT shall manage the contract budget and shall provide a monthly report including Earned Value and Estimate at Completion.
- K. Project plans and specifications must comply with the Federal Americans with Disabilities Act (ADA) requirements 28 CFR, Part 35, and the *California and Local Building Codes* within the project limits. In accordance with 28 CFR Sec. 35.151, curbs and ramps must meet current ADA standards if the project includes streets that are to be newly constructed or altered (includes repaving). For ADA requirements, see Chapter 11 "Design Standards," and Section 12.7 of this chapter. Complete the Caltrans Certification of Compliance with Americans with Disabilities Act (ADA) Form.
- L. The final engineering technical reports must bear the signature, stamp or seal, registration number, and registration certificate expiration date of the registered civil engineer most directly in responsible charge or other registered or certified professional working on the report as specified in Section 9 of the Project Development Procedures Manual.
- M. CONSULTANT is responsible for the overall toll system design. Design shall be coordinated with the TSP to ensure its requirements for installing, operating, and maintaining the toll collection system are fully incorporated into the design submittals. This shall require coordination meetings with TSP in the development, review and approval of the design submissions. TSP to provide infrastructure requirements documentation to assist CONSULTANT in developing the power, communications, pads, conduit, gantry structures and poles requirements for this project. The TSP will be responsible for maintaining and operating its toll collection system, so all measures shall be taken to ensure these activities can be performed safely in the design.
- N. CONSULTANT is responsible for determining the final lane configuration, location of ingress and egress points, and express lane transitions at the west and east end of the I- 10 express lanes. Final design shall be coordinated with the project stakeholders including SBCTA, Caltrans, and FHWA, and shall include operational analysis where appropriate and may include alternative analysis and cost estimates for these alternatives.

III. ASSUMPTIONS

- A. There may be up to eight meetings per month (including conference calls) during the duration of this contract, including one mandatory monthly PDT meeting.
- B. CONSULTANT will coordinate with SBCTA, TSP and Caltrans prior to distribution of all deliverables to determine the points of contact, number of hardcopies and format of electronic files.

- C. Assume one SBCTA and TSP peer review and two Caltrans reviews for each major deliverable and a workshop for comment resolution, if required.
- D. Assume there will be two bid packages, final estimates and final reports. SBCTA may choose to package this work in multiple packages, such as early bridge work, or split out the civil and toll systems work.

IV. SCOPE OF SERVICES

Following the selection of a CONSULTANT, the selected firm shall prepare and submit a Cost Proposal and Project Schedule. The selected firm shall use the latest SBCTA Work Breakdown Structure (WBS), which follows the Caltrans Work Plan Standards Guide for Delivery of Capital Projects, and cost and schedule templates for the preparation of the cost proposal and schedule.

TASK 3.100.15 - PROJECT MANAGEMENT

3.100.15 Project Management

CONSULTANT shall furnish a Project Manager to coordinate all CONSULTANT operations with SBCTA, including but not limited to, tracking progress of the work and administering subcontracts. CONSULTANT Project Manager shall provide overall project management, coordination, and supervision of project staff to facilitate the performance of the work in accordance with standards and requirements of the SBCTA and other applicable standards and requirements. CONSULTANT Project Manager shall prepare and submit monthly project progress reports to SBCTA Project Manager.

Deliverables:

- Monthly Progress Reports

3.100.15-1 Coordination and Meetings

CONSULTANT Project Manager shall conduct regular meetings with SBCTA, and shall conduct meetings and coordination with other stakeholders, including Caltrans and other agencies in monthly PDT meetings or technical workshops and focused meetings as necessary. CONSULTANT Project Manager will be responsible for preparation of agendas and meeting minutes, communication and distribution of project records and information, and responses to all internal requests for information about the project.

Deliverables:

- PDT meeting notices, agendas, handouts/exhibits, deliverable matrix, and minutes.

3.100.15-2 Administration

CONSULTANT Project Manager shall prepare and update the Project schedule on a monthly basis or as needed. Project schedule shall be logical, complete, and shall consider SBCTA peer reviews. CONSULTANT Project Manager shall provide regular reporting on the project status, including, but not limited to, schedule, contract budget, general progress on project tasks, and project issues and concerns. CONSULTANT Project Manager shall maintain project files using the Caltrans Uniform System in hard copies and electronic format.

CONSULTANT Project Manager shall prepare and implement a Project Specific Quality Control/Quality Assurance (QA/QC) Plan in conformance with Section V and a Risk Management Plan following SBCTA format and content requirements; CONSULTANT Project Manager will be responsible for adherence to all applicable SBCTA administrative policies and procedures.

Deliverables:

- Project Schedules
- Project Master Files
- QA/QC Plan and Risk Management Plan

TASK 3.180 – PREPARE ENVIRONMENTAL REVALIDATION AND SUPPLEMENTAL PROJECT REPORT

Throughout this scope of work adopted California Environmental Quality Act/National Environmental Policy Act (CEQA/NEPA) document refers to the Environmental Impact Report/Environmental Impact Statement (EIR/EIS) that was adopted in 2017.

CONSULTANT shall develop design for one express lane compared to the two express lanes approved during the PA/ED phase, avoiding impact to ROW to the extent practical. CONSULTANT shall develop eastern logical termini for the project in the vicinity of Pepper Avenue. CONSULTANT shall also coordinate the western connection of the SBCTA express lanes with Contract 1, which may include revisions to the number of lanes and location of ingress and egress points based on operational analysis. CONSULTANT shall develop design for three auxiliary lanes at select locations including from Cherry Avenue to Citrus Avenue (eastbound), from Sierra Avenue to Cedar Avenue (eastbound), and from Riverside Avenue to Pepper Avenue (westbound). Based on these geometrics, an environmental revalidation and supplemental project report shall be prepared to document the construction sequencing proposed for this project. This Scope of Work assumes that the project will deliver a single express lane in Contract 2 rather than the dual express lanes approved in the environmental document and 2019 Update to the 10-Year Delivery Plan. Additionally, if requested, CONSULTANT will provide the environmental revalidation and Supplemental Project Report for the following modifications:

1. Implementation of the three new auxiliary lanes
2. Shifting of the I-10 centerline between Cedar Avenue and Riverside Avenue

Deliverables:

- Revised Geometric Approval Drawings including Design Standard Decision Document
- Environmental Revalidation
- Supplemental Project Report

At the outset of the project, a traffic memorandum will be prepared by the CONSULTANT that concludes that the traffic included for the opening year and design year in the adopted California Environmental Quality Act/National Environmental Policy Act (CEQA/NEPA) document will be valid for the updated opening year and design year that is now associated with the project. It is assumed that this determination will be made including the change from two express lanes to one express lane in each direction. It is also assumed this determination will include the three additional auxiliary lanes requested. If the conclusion is that a supplemental traffic study is needed and the opening and design year traffic information from the adopted CEQA/NEPA document is no longer valid, then a separate scope and fee will be submitted to address the required additional environmental studies and documentation. Furthermore, no vehicle miles travelled (VMT) analysis or Senate Bill (SB) 743 related analysis, evaluation, discussion, or compliance is assumed to be required for Contract 2, and none is included in this scope of work.

It is assumed that the purpose and need from the adopted CEQA/NEPA document will not be revisited or revised.

3.180-1 Approach Memorandum

Once the updated layout for the project is developed, CONSULTANT will prepare a brief Approach Memorandum outlining each resource area addressed in the adopted CEQA/NEPA document and the work that will be performed related to that resource area based on the finalized project layout, or conversely the reason why no additional effort is required. No detailed discussion or analyses are assumed to be included in this document. This Memorandum will be used to obtain concurrence from Caltrans on the analyses to be performed.

Deliverables:

- Draft Approach Memorandum for SBCTA and Caltrans review
- Revised Draft Approach Memorandum for SBCTA and Caltrans review
- Final Approach Memorandum for SBCTA review and Caltrans review and approval (assumes no additional comments)

3.180-2 Paleontological Mitigation Plan

A Paleontological Mitigation Plan (PMP) that conforms to all requirements outlined in the Caltrans SER Volume 1 Chapter 8 (Paleontology), addresses the mitigation measures and recommendations outlined in the adopted CEQA/NEPA document, and identifies all paleontological tasks and procedures that will be required in order to

reduce potential impacts to paleontological resources should they be discovered. The PMP will include project background information and recovery goals; description of when and where paleontological monitoring will be required (with accompanying GIS maps); pre-construction measures such as a pre-construction meeting and workers environmental awareness program training (WEAP); monitoring methods and safety requirements; unanticipated discovery procedures to be implemented in the event that fossils are discovered when a monitor is not present; procedures for sampling, fossil and data recovery, and laboratory work (including preparation, identification, and analysis) that will conform to conditions set forth by the designated fossil repository; fossil curation agreement with a certified repository; and weekly, monthly, and final monitoring report requirements. The PMP will be prepared to cover Contract 2 (i.e., from I-15 to Pepper Avenue).

Deliverables:

- Draft Paleontological Mitigation Plan for SBCTA and Caltrans review
- Revised Draft Paleontological Mitigation Plan for SBCTA and Caltrans review
- Final Paleontological Mitigation Plan for SBCTA review and Caltrans review and approval (assumes no additional comments)

3.180-3 Environmental Revalidation

CONSULTANT will prepare a single NEPA/CEQA Environmental Revalidation (ER) form based on the ER form that is available on the Caltrans Standard Environmental Reference (SER) at the time that the document is prepared. The ER will address the previously specified modifications to the project design that have been included since the adoption of the CEQA/NEPA document for the project, including the three additional auxiliary lanes requested for this project. If there are other modifications/revisions/additions/improvements and/or these modifications/revisions/additions/ improvements would trigger the need for additional or supplemental studies, analyses, reports, evaluations, or other effort then this will be communicated to SBCTA and a scope and fee provided for approval prior to conducting this work. Using existing available information (i.e. no supplemental studies, analyses, reports, evaluations, or other effort or included) the updated design information, and the analyses included in Tasks 3.180-1 through 3.180-3, the Revalidation will document the following items. It will identify and document whether there are:

- Changes in project design (e.g., substantial scope change; a new alternative; change in project alignment)
- Changes in environmental setting (e.g., new development affecting traffic or air quality)
- Changes in environmental circumstances (e.g., a new law or regulation; change in the status of a listed species)
- Changes to environmental impacts of the project (e.g., a new type of impact, or a change in the magnitude of an existing impact)
- Changes to avoidance, minimization, and/or mitigation measures since the environmental document was approved.

A brief discussion related to the validity of the information provided in the adopted CEQA/NEPA documentation related to potentially impacted resources will be included. It is assumed that all resource areas will include a qualitative assessment only using existing available information. The two exceptions are that 1) an update hazardous materials records search (EDR) will be ordered and reviewed; and 2) a greenhouse gas (GHG) significance determination will be included. It is assumed that the EDR search will not reveal any Environmental Resources of Concern (RECs) or new hazardous materials sites that were not already included in the adopted CEQA/NEPA document and that no additional hazardous materials effort will be required. It is further assumed that the GHG determination will be that the project would result in a less-than-significant impact and no further effort will be required. It is assumed that the purpose and need from the adopted CEQA/NEPA document will not be revisited or revised; however, a brief discussion related to the current Caltrans priorities (equity, safety, multimodality) and the items included in the project addressing these considerations will be included based on information provided by the CONSULTANT. No equity or other studies are assumed or included.

It is assumed that no new mitigation will be identified or required, that no revisions to the CEQA/NEPA documentation itself will be required, that no recirculation or public availability of the CEQA/NEPA documentation will be required, and that no new supplemental, or revised Record of Decision will be needed. It is assumed that no areas containing sensitive environmental resources will be affected/impacted and no new laws or regulations will be identified since adoption of the environmental document that have to be addressed.

A determination will be provided on the ER Form regarding the validity of the existing NEPA and CEQA documents and findings. It is assumed that the finding will be that the NEPA/CEQA document is still valid in conjunction with the above listed analyses and that no further action is required related to the environmental documentation.

The ER will also address that the project is no longer utilizing a Design-Build approach. However, no analysis related to phasing is assumed to be needed since the project is assumed to be continuing as a single project with two closely timed construction phases as part of Contract 2, and that any interim condition would be very limited in duration (i.e., less than six months).

It is assumed that one ER will be prepared addressing both Contracts 2A and 2B. If an ER is required for each Contract (2A and 2B) then this would be out of scope.

Deliverables:

- Draft Environmental Revalidation for SBCTA and Caltrans review
- Revised Draft Environmental Revalidation for SBCTA and Caltrans review
- Final Environmental Revalidation for SBCTA review and Caltrans review and approval (assumes no additional comments)

3.180-4 Categorical Exemption/Categorical Exclusion for Geotechnical Borings

Using information included in the adopted CEQA/NEPA document, and upon completion of the Geotechnical Exploration Location Exhibit by the CONSULTANT, and Caltrans approval of the boring locations, CONSULTANT will prepare the environmental documentation for the geotechnical borings. It is assumed that no borings will be conducted in any jurisdictional drainages and that no permits would be required. It is further assumed that the borings for Contracts 2A and 2B will be covered in a single package and separate submittals/packages will not be required. If separate submittals/packages are required then this would be considered out of scope. A Caltrans Categorical Exemption/ Categorical Exclusion form will be prepared for Caltrans approval addressing the geotechnical borings. It is assumed that Caltrans will not require any supporting studies be prepared but it is assumed that a windshield review by a biologist will be performed to review the boring locations, and that Caltrans' cultural specialist (PQS) will prepare the screened undertaking for the borings (no effort by CONSULTANT cultural staff is assumed). The CE/CE will include a description of the activities and a brief discussion (two or three sentences) related to the biological, cultural, and hazardous materials related conditions related to the borings/potholing based on the information included in the adopted CEQA/NEPA document. No additional topics are assumed to be addressed in the CE/CE and no supporting technical studies or memoranda will be required. It is assumed that no permitting, consultation, or any other activities/effort will be required related to the borings.

Deliverables:

- Draft Categorical Exclusion/Categorical Exemption (CE/CE) for geotechnical borings for SBCTA and then Caltrans review
- Final Categorical Exclusion/Categorical Exemption (CE/CE) for geotechnical borings for SBCTA review and Caltrans review and approval (assumes no additional comments)

3.180-5 Environmental Commitment Record

CONSULTANT, following coordination with SBCTA, will meet with Caltrans to ensure that all parties are in agreement on those measures included in the Environmental Commitment Record (ECR) that must be addressed during PS&E and that it is clear who will be responsible for addressing each measure. At this meeting the process for tracking and documenting compliance with ECR measures will also be discussed and agreed upon. Following this meeting the ECR measures to be addressed and tracked will be documented in writing, along with the parties responsible, and sent to all appropriate project team members. Those ECR measures will then be addressed and tracked during PS&E; however, formal tracking submittals are not expected or included. The measures will be reviewed with the team at the outset of the project, again when the initial plans are submitted, and a third time when the 100% plans are submitted. It is expected that once any ECR measure is completed, a close out memorandum will be prepared and submitted to SBCTA and then to Caltrans for concurrence that the measure has been completed.

Deliverables:

- Environmental Commitment Record Tracking and Close-Out Memos

3.180-6 Plans and Specifications Reviews

CONSULTANT will work with the design team at the outset of PS&E to ensure that it is clear what items in the ECR need to be incorporated into the design plans and specifications. In addition, CONSULTANT will review the plans and specifications to confirm that ECR requirements are included. It is assumed that up to three (3) plan set submittals (assumes up to 64 total plan sheets per review) and three (3) specification submittals will be reviewed.

Task 3.180.20 Concept of Operations

ConOps Plan Elements

An updated ConOps Plan will be developed for the I-10 Corridor Freight and Express Lane Project - Contract 2 as a means to formulate goals and objectives that can be agreed upon by FHWA, Caltrans, and other stakeholders. The update ConOps will provide a high-level explanation of the operating concept and the expected benefits of the Project. The updated ConOps will identify potential strategies, tactics, policies, and constraints that affect the corridor. As such, the CONSULTANT will revisit the ConOps prepared during the PA/ED to summarize and facilitate consensus on the user and stakeholder needs along the corridor including facility design considerations, operational policies, transit enhancements, toll system architecture, and enforcement & incident management procedures. The ConOps will be updated to reflect the geometric layout plans, if changed from the approved PR.

Additional ConOps Plan Requirements

The updated ConOps Plan will be prepared in such a way that it meets FHWA requirements for a Conceptual ITS Plan. Preparation of the updated ConOps will also be done in coordination with any potential changes to the approved T&R for the Project.

Deliverables:

- Draft of updated ConOps Plan, if needed
- Final updated ConOps Plan, if needed

TASK 3.185 – PREPARE BASE MAPS AND PLAN SHEETS

Task 3.185.05 Updated Project Information

CONSULTANT shall request, collect, assemble, and review all pertinent project information, including, but not limited to, prior project related reports and Engineering Technical Reports, Environmental Documents and Environmental Technical Reports, CAD files and drawings, and relevant correspondence. CONSULTANT shall incorporate the collected materials and information into the Project Master File.

Deliverables:

- Project Records Files
- Utility Management Matrix

Task 3.185.10 Engineering and Photogrammetric Surveys

Mapping and Surveys and preparation of Base Maps were performed during the PA/ED phase. CONSULTANT shall review Project Mapping and Project Survey Control prepared to ensure completeness and accuracy. CONSULTANT shall inform SBCTA's Project Manager if there are incomplete or missing data in the Design Base Maps.

Task 3.185.10-01: Survey Control

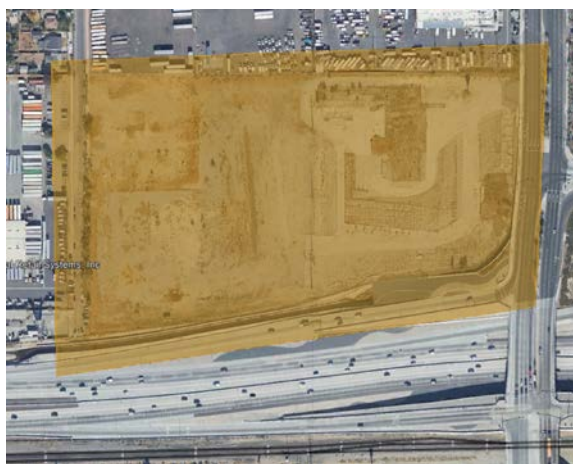
CONSULTANT will review the provided survey control data and site survey information (hard copy and electronic files) including survey control maps, coordinate control maps, existing right-of-way maps, existing monument maps, existing land-net information and any pertinent records of information provided review all provided survey control and information provided including survey control maps, right of way maps. After the control is reviewed, CONSULTANT will recover the horizontal and vertical control used in support of aerial mapping. The field surveyors will recover existing control monuments within the project limits and establish project-wide secondary control network for the project using a combination of GPS, conventional surveying and digital leveling methods. The survey procedures will meet Third Order Accuracy Standards, as specified by "Caltrans Orders of Survey Accuracy Standards for Supplemental Project Control", in accordance with the Caltrans Survey Manual. Horizontal datum for the control will be the North American Datum of 1983 (NAD83) (California Coordinate System of 1983, Zone V (TO BE VERIFIED)). Vertical datum will be the North American Vertical Datum of 1988 (NAVD88). All surveying and mapping for this project will be completed in the US Survey Foot unit of measurement.

Task 3.185.10-02: Aerial Topographic Mapping

CONSULTANT will obtain color aerial photography for two areas on the northerly side of the I-10. These two areas are shown below in Figures A (west of Citrus Avenue) and B (west of Cherry Avenue). CONSULTANT will generate 1 inch = 50-foot mapping with 2-foot contour intervals per Caltrans mapping standard. A 0.25' pixel color Orthophoto of the project sites will also be included as part of this scope in a TIF format with a TFW ASCII header file. The aerial topographic mapping will cover all areas of the proposed improvements and provide enough data to support preparation of the PS&E.

CONSULTANT understands the need to merge the existing aerial data that was acquired approximately 12 years ago, with these two new areas. CONSULTANT will perform ground survey quality assurance only around the new defined areas to verify compatibility with the control datums.

The two areas that require aerial photography are illustrated in Figures A and B below:

Figure A**Figure B**

Task 3.185.10-03: Drainage Surveys

For budgeting purposes, CONSULTANT is estimating 100 drainage features, including drainage manholes, drainage inlets and open drain inlets and outlet locations within the project limits.

Surveys will include top of inlet structure and flow line within the existing, surface visible drainage locations. CONSULTANT will make a reasonable effort to expose the existing flow line. CONSULTANT will provide a listing including the northing, easting, elevation and description for each of the drainage improvements, together with site photos and a field sketch for each drainage structure field located.

Task 3.185.10-04: Geotechnical Boring Location Surveys

For budgeting purposes, CONSULTANT is estimating 100 geotechnical boring locations completed within the project limits. After boring is completed the field surveys will record location of the markings for each boring location. Surveys will include elevation of existing ground, horizontal and vertical references points set by others, and a description of the boring location. CONSULTANT will provide a listing including the northing, easting, elevation, digital pictures and description for each of the geotechnical boring locations.

Task 3.185.10-05: Utility Pothole Location Surveys Segment

For budgeting purposes, CONSULTANT is estimating there will be 100 utility pothole locations completed by others within the project limits. After utility potholing is completed, the field surveys will record location of the markings for each pothole location completed. Surveys will include elevation of existing ground, horizontal and vertical record of reference points set by others, and a description of the pothole location. CONSULTANT will provide a listing including the northing, easting, elevation, digital pictures and description for each of the pothole locations.

Task 3.185.10-06: Structure Surveys

For budgeting purposes, CONSULTANT is estimating twelve structures identified that will require additional field survey. These structure surveys will include bottom of soffit, column locations, abutment locations, beg/end slope paving, edge of deck, roadway clearances, wing walls, etc.

Task 3.185.10-07: Miscellaneous Conventional Design Surveys

Where needed, field surveys will be completed to provide supplemental data on features that were not visible in the aerial data and/or require higher accuracy standards. All conventional survey data will be in conformance with Caltrans Third Order Accuracy Standards. For budgeting purposes, CONSULTANT is estimating 10 field days and applicable office support for this effort.

Task 3.185.05 Roadway and Miscellaneous Design

CONSULTANT task includes design horizontal and vertical alignment, typical sections, superelevation diagrams, earthwork (cut and fill locations), and conceptual stage construction plans. Also included is an overhead sign and lighting concept plan

Deliverables:

- 35% level plans
- Concept overhead and sign concept plan

Task 3.185.25 Final Railroad Involvement Determination

CONSULTANT task includes preliminary investigations and meetings to determine railroad involvement and right of way impacts. Does not include obtaining of railroad agreements.

Task 3.185.25.30 Utility Conflict Maps

Includes internal review and redesign to avoid relocation. Includes preparation and transmittal of conflict maps to the utility companies, and determination of utility ROW needs.

Deliverables:

- Utility Management Matrix

TASK 3.200 - UTILITY RELOCATION

Task 3.200.20 Utility Relocation Package

CONSULTANT task includes preparing and approving Liability/FHWA Authorization Package and notifying utility owners of relocation requirements, obtaining Relocation Plans from Utility Companies determining liability, and obtaining funds, Notice to Owner, and Report of Investigation (ROI). Also includes transmitting Notice/Agreement/Permit to utility owner.

TASK 3.205 – PERMITS & AGREEMENTS

The previous jurisdictional delineation field work for the project was conducted in 2016. To confirm that current conditions are consistent with the conditions observed during the 2016 field work, a desktop review of the delineation results using updated aerials will be conducted to confirm there are no changes of note. In addition, CONSULTANT will perform a field verification site visit to assess any areas where conditions might have changed, where previously identified aquatic resources have been removed, and to confirm that the results meet the needs of new or modified regulations or programs, such as the 2019 State Wetland Definition and Procedures. A memorandum documenting the findings of the desktop review and the subsequent field work for the project study area will be prepared that includes background information, delineation methods, and the results of this delineation in text, tabular, and graphical formats. If appropriate, the report will include USACE-approved ordinary high-water mark (OHWM) Data Sheets and Wetland Determination Data Forms; figures will include project location maps and jurisdictional delineation maps that show the geographic boundaries of the USACE, RWQCB, and CDFW jurisdictional areas, soil pit locations, any transect locations, and photo locations, as appropriate. It is assumed that one field day for two staff will be sufficient to conduct the field verification.

Deliverables:

- Draft Field Verification Memorandum for SBCTA and then Caltrans review
- Revised Draft Field Verification Memorandum for SBCTA and then Caltrans review
- Final Field Verification Memorandum for SBCTA review and then Caltrans review/concurrence

Aquatic Resource Impact Analysis

As part of the application preparation for the project, CONSULTANT will complete an impact analysis that quantifies the proposed project impacts, using the GIS files generated from the jurisdictional delineation that will be provided by the applicant and the updated project design. The analysis will include the impacts categorized by permanent

and temporary, by jurisdiction (USACE, RWQCB and CDFW), and by resource type. The impacts will be depicted graphically in figures and presented in tables that will be included in the applications.

USACE CWA 404 Nationwide Permit Authorization Request

Based on CONSULTANT's understanding of the proposed project, it is assumed that the project would qualify for processing under the USACE Nationwide Permit (NWP) Program. A written request for authorization (a PCN) under the NWP Program will be prepared by the CONSULTANT for review and submitted to the USACE. If a higher level permit is required then a scope and fee will be provided to SBCTA for approval prior to conducting this work. A PCN generally includes the following elements. It is assumed that this information will be provided by the CONSULTANT TEAM or be available in the adopted CEQA/NEPA document.

- Detailed description of the proposed project, including cross-sections or similar graphic depicting the proposed work
- Description of the project's purpose
- Detailed description of the jurisdictional areas that would be affected by the proposed project
- Discussion of the approvals and certifications being obtained from other Federal, State, and local agencies
- Documentation demonstrating compliance with Section 106 of the National Historic Preservation Act (generally accomplished by submittal of a Cultural Resources Report)
- Documentation demonstrating compliance with the Endangered Species Act (generally accomplished by submittal of a Biological Opinion)
- A brief description of the off-site mitigation proposal through an agency-approved resource conservation entity

CONSULTANT will include the results of impact analysis as part of the PCN, which will also be used for the RWQCB 401 Water Quality Certification and CDFW Notice of Lake or Streambed Alteration applications.

Deliverables:

- Draft 404 NWP PCN application for SBCTA and then USACE review
- Final 404 NWP PCN application for SBCTA review and then USACE review and issuance of permit

RWQCB Water Quality Order Application

An application for a Water Quality Order will be prepared and submitted to the RWQCB for review. It should be noted that the previous Clean Water Act Section 401 Certification Rule was vacated on October 21, 2021 and is therefore no longer in effect. The proposed scope has been prepared to be consistent with the vacated Rule to capture requirements that may be required at the time of implementing this task, including a pre-filing meeting.

The request will include:

- A detailed description of the proposed project, including cross-sections or similar graphic depicting the proposed work
- A description of the project's purpose
- A detailed description of the jurisdictional areas that would be affected by the proposed project
- Avoidance and minimization measures for impacts on waters of the State and water quality
- A discussion of the approvals and certifications being obtained from other Federal, State, and local agencies
- An alternatives analysis, as discussed below
- A restoration plan to address the temporary impacts, commensurate with level of temporary impacts (discussed in detail in separate task below)
- A compensatory mitigation strategy plan to address permanent impacts (discussed in detail in separate task below)
- CEQA documentation.

The project is expected to require an alternatives analysis and to qualify as a Tier 2 project. Tier 2 projects include any projects that inherently cannot be located at an alternate location and require an analysis of on-site alternatives. The alternative analysis is assumed to consist of four alternatives: the proposed project, the no-project alternative and two additional on-site alternatives.

An application fee must be provided to the RWQCB as part of the application. It is assumed that SBCTA will provide the fee and annual fees, if applicable. No fees are assumed or included in this scope of work and associated cost.

Deliverables:

- Draft Water Quality Order application documentation for SBCTA and then RWQCB review
- Final Water Quality Order application documentation for SBCTA review and then RWQCB review and issuance of permit

CDFW Section 1602 Lake or Streambed Alteration Notification

CONSULTANT will prepare a Notification of Lake or Streambed Alteration for the project. The request will include a completed notification form; detailed project description; description of project impacts; CEQA documentation; and a brief description of the mitigation proposal.

A processing fee must be provided to CDFW with the notification; this fee is based on the cost of the project. CONSULTANT assumes that SBCTA will provide the appropriate fee. No fees are assumed or included in this scope of work and associated cost.

Deliverables:

- Draft Notification of Streambed Alteration Agreement request documentation for SBCTA and then CDFW review

- Final Notification of Streambed Alteration Agreement request documentation for SBCTA review and then CDFW review and issuance of Streambed Alteration Agreement

Aquatic Resource Permit Application Assumptions not Previously Covered Under Permitting Tasks

CONSULTANT will conduct two rounds of impact analysis based on the project design files and has assumed two additional minor updates based on expected design changes.

One permit (i.e., 401, 404, 1602) will be obtained that covers Contract 2A and 2B. If individual permits are required for each Contract (i.e., 2A and 2B) then this would be out of scope.

Permit applications will be prepared once the layouts for the entire alignment (i.e., both Contracts 2A and 2B) have been provided.

Coordination with the State Historic Preservation Office or tribal representatives for Section 106 of the National Historic Preservation Act is not included and the consultation conducted in support of the adopted 2017 CEQA/NEPA document is assumed to be sufficient for the permitting.

Formal or informal consultation with the wildlife agencies will not be required to demonstrate compliance with Federal Endangered Species Act (FESA) or California Endangered Species Act (CESA).

Reviews of all the applications will be conducted concurrently.

SBCTA will pay all required application and/or permit fees.

- No biological related fieldwork, surveys, documentation, consultation, or other effort will be required.
- Mitigation for the Project, if required, will be identified, secured, and purchased by SBCTA
- It is assumed that all rights of entry and access for field work shall be obtained and provided by CONSULTANT, if required.
- Any permit compliance requirements or measures are not included in this scope of work

The existing jurisdictional delineation data will meet the agency standards, definitions and guidance.

Restoration Plan

CONSULTANT will prepare a Restoration Plan that is expected to be required as a condition of the Section 401 Water Quality Certification from the RWQCB and Streambed Alteration Agreement from CDFW. The Restoration Plan is expected to address the restoration of temporary impact areas within the project site.

CONSULTANT will prepare the plan in accordance with RWQCB and CDFW guidelines and expectations and will include, at a minimum, methodology and design to re-contour

the land; measures to alleviate soil compaction; native plant species to be used, container sizes, and seeding rates; planting schedules; description of irrigation methodology; measures to control exotic vegetation on-site; monitoring and reporting program; specific success criteria; and corrective actions to be taken if restoration activities do not meet the proposed success criteria. Prior to preparing the plan, a CONSULTANT restoration biologist will visit the project site to assess the area where the temporary impacts are anticipated to occur, as well as the area where mitigation would be taking place.

Deliverables:

- Draft Restoration Plan for SBCTA and then RWQCB and CDFW concurrent review
- Final Restoration Plan for SBCTA review and then USACE and CDFW concurrent review and approval

Compensatory Mitigation Strategy Plan

CONSULTANT will prepare a plan to summarize how SBCTA intends to comply with compensatory mitigation requirements. CONSULTANT will work with SBCTA to develop a mitigation strategy that will meet the project needs and that can be presented to the aquatic resource agencies for approval. CONSULTANT will evaluate the options with regard to availability of appropriate mitigation, pricing, agency preference and efficiency of fulfilling the mitigation needs and provide recommendations to the project proponent and the associated agencies.

Deliverables:

- Draft Compensatory Mitigation Strategy Plan for SBCTA and then USACE, CDFW, and RWQCB concurrent review
- Revised Draft Compensatory Mitigation Strategy Plan for SBCTA and then USACE, CDFW, and RWQCB concurrent review
- Final Compensatory Mitigation Strategy Plan for SBCTA and then USACE, CDFW, and RWQCB concurrent review and approval

Regulatory Agency Coordination

Regulatory agency (USACE, RWQCB, and CDFW) coordination will commence immediately upon receipt of Notice to Proceed and will continue throughout the permit processing period. The primary objective of initiating agency coordination at the start of the project is to explain the proposed project and project schedule, receive agency buy-in of the permit approach, and identify specific agency staff assigned to the project in advance of submitting permit applications. CONSULTANT has found that early coordination with the agencies and identification of assigned agency staff prior to submitting applications has led to quicker agency review of submitted materials and faster response times.

The level of effort required to obtain regulatory permits is commensurate with the complexity of the project and project schedule. CONSULTANT's scope represents anticipated level of coordination necessary to facilitate regulatory permits for the project and includes hours for regulatory agency and CONSULTANT team coordination.

Should additional coordination with the agencies be necessary, CONSULTANT will prepare an additional scope of work to continue providing assistance with agency coordination and data requests.

It is assumed that up to five in-person meetings related to the permitting effort will be attended by two CONSULTANT staff.

Deliverables:

- Attendance at up to five in-person meetings by CONSULTANT permitting staff (up to two staff)

Task 3.205.15 Railroad Agreements

CONSULTANT task includes support services and assistance required involved in preparing a Railroad Service Contract, a Railroad Construction and Maintenance Agreement and Public Utility Commission (PUC) application. Work includes coordination, preparation, and execution of all needed railroad agreements and all other work, during the Railroad Agreement efforts, not defined or covered in this scope of work.

Deliverables:

- Railroad Coordination Services with SBCTA, UPRR, CPUC, and Utility carriers within the Railroad Right-of-Way
- Coordinate and assist in preparation and development of the required Railroad Agreements including permits and CPUC Applications
- Coordinate and assist in submittals of project design plans, and environmental documents, during the various design phases to UPRR, to secure their review and approvals

TASK 3.220 - PERFORM RIGHT OF WAY ENGINEERING

Task 3.220.05 and 220.10 Existing Land Net and Preparation of Land Net Map

CONSULTANT shall collect all record data and field evidence required to begin development of the Right of Way Base Map. Perform research to locate all relevant survey and land ownership records to complete existing land-net survey, boundary analysis, determination, and delineation. CONSULTANT shall prepare land net survey as required for easements, and monumentations for perpetuation of record of survey.

Task 3.220.05-01 Perform Land Net Recovery and Field Notes

CONSULTANT will prepare a search map for record monuments identified from record search data and provide copies to the field survey crew. The field survey crews will recover monuments shown on the record maps and documents. All recovered monuments will be tied into the survey control using GPS and terrestrial survey methods in conformance with the requirements stated within "Accuracy Classifications and Standards" for Caltrans Third Order survey.

Task 3.220.05.02 Land Net Survey

Field crews will begin the process of searching, locating and tying in pertinent cadastral monuments to establish the State right of way, crossing and parallel streets, and other critical rights of way, and those parcels identified for permanent takes.

Task 3.220.05-03 Review Preliminary Title Reports of Affected Parcels.

For budgeting purposes, CONSULTANT estimates 40 private/commercial/government parcels that currently include eleven (11) railroad parcels within the larger SPTC right of way. The potential number of parcels identified for acquisition is estimated at 40 TCEs and 5 fee acquisitions. The fee acquisitions do not indicate if they are in full or in part and so CONSULTANT estimation is based upon partial acquisition.

Work is limited to land net surveys for specific areas affected by acquisitions and where soundwalls and retaining walls may be constructed close to the state right of way that an accurate boundary determination is critical for acquisition, design, and construction. Mapping does not include crossing streets.

- Review all title reports of Contract 2 parcels for boundary determination.
- Title reports to be provided by others.
- Calculation of plottable easements for each parcel affected by acquisition.
- Plot easements on Land Net map.

Task 3.220.05-04 Land Net Base Map

The purpose of this task is to perform a Land Net Survey to establish the cadastral land base as required to support the establishment of current right of way, and future right of way requirements, and temporary construction easements required for the project. We understand that the Land Net will not be reviewed by Caltrans District 8, but our Land Net will still conform to the procedures and standards as outlined within the Caltrans District 8 Right of Way Engineering Quality Assurance Plan, Plans Preparation Manual, Right of Way Manual, Surveys Manual and the Drafting Manual.

The Land Net will include the establishment of the State right of way where required for the project, crossing streets, parcels identified for fee acquisition, and pertinent cadastral lines that support the historical and existing Land Net at the parcel acquisitions and where improvements may be placed close to the State right of way. Parcels identified for TCEs will be established based on record information and may not be included as part of the Land Net.

The Land Net will reflect those areas conducted by a field survey and those areas that are based on a calculated right of way per record map information. CAD layers will reflect such for the design team's understanding of what is surveyed and what is based on record data.

Deliverables:

- *Land Net Map*

Task 3.220.15 and 220.20 Right of Way Maps and Acquisition Documents

CONSULTANT shall prepare right of way appraisal maps and other maps and exhibits as needed to support right of way acquisition including deeds, legal descriptions, resolution of necessity legal descriptions, and other documents and exhibits as needed to support the acquisition of required property interests from property owners, utilities, railroads, and other agencies as required.

Deliverables:

- Right of way requirement maps
- Right of way appraisal maps
- Deeds
- Legal Descriptions
- Resolution of Necessity Exhibits as required
- Exhibits for utility relocations, railroad agreements, right of way acquisition, as required.

Task 3.220.15-01: Pre-Construction Records of Survey

CONSULTANT will prepare and file a Pre-Construction Records of Survey (RS) reflecting the existing Land Net, as surveyed in conformance with statutory requirements. For budgeting purposes, we will submit a single Record of Survey of the project that will highlight those areas that are field surveyed. Areas calculated by record information will be depicted on the RS Index Map as being “Not Surveyed”. The RS map will be prepared in conformance with existing standards as published by the County of San Bernardino Surveyor’s Office. Record of Survey map checking fees are excluded herein and will be provided by SBCTA.

The Record of Survey will show all found monuments within the project limits. This map will act as the monument preservation mechanism for the project.

Task 3.220.15-02: Caltrans Appraisal Maps

Upon completion of the Land Net and approved right of way requirements, we will begin the preparation of the Caltrans Appraisal Maps. The first step in this process is to establish the impacted owner parcels after a review of Preliminary Title Reports (PTR’s) and calculate the parcels by using the right of way requirements.

PTR’s and all back-up documents will be used to establish key parcel boundaries. We will also use the PTR’s to locate easements that affect the impacted parcels and plot those easements affecting said parcels.

CONSULTANT will prepare Caltrans Appraisal Maps only for those parcels affected by temporary and permanent acquisition. The Appraisal Maps will be broken down by those areas currently identified and projected for acquisition, broken down by a grouping of parcels. We estimate ten (10) “groupings” of Appraisal Maps, consisting of approximately 90 sheets total, showing full and/or partial acquisition parcels, permanent

and temporary construction easements as indicated above. The mapping will be prepared in conformance with Caltrans, District 8 guidelines and drafting standards. Appraisal Maps outside of the acquisition areas are excluded except smaller areas needed for continuity.

Since properties will be acquired by SBCTA for this contract, each parcel acquired for acquisition purposes will require a Parcel File (Parcel Binder) per District 8 requirements. Per Table 1 shown hereon will prepare 5 Parcel Binders. A Parcel Binder includes the following:

- Boundary narrative
- Original, wet signature copy of the legal description
- Preliminary Title Report (PTR) and supporting PTR documents
- Copies of all record maps and/or notes used for the establishment of the parcel
- Copies of all applicable closure reports
- Point plot of parcel; not to be confused with an exhibit plat
- Coordinate listing of parcel
- Copy of approved Hard Copy Map or right of way requirements documentation
- CD/DVD copy of all digital files supporting the Parcel Binder

Task 3.220.15.03: Updating the Caltrans Appraisal Maps

The Appraisal Maps are a living document ultimately requiring multiple updates, Caltrans submittals, and revisions due to design updates and acquisition changes through the overall design and construction phase of the project. It is the CONSULTANT'S experience that the budget required for said updates can vary up to approximately 20 percent of the original Appraisal Mapping budget as indicated within the above task.

Task 3.220.20-01 Prepare Acquisition Documents

CONSULTANT will prepare legal descriptions to support both the appraisal and acquisition process. The legal descriptions will be prepared in conformance with State and County standards. For budgeting purposes, CONSULTANT estimates 45 legal descriptions for temporary easements and for partial acquisitions, which will need to be written and accompanied by an Appraisal Map. Full acquisitions, if any, will not require a legal description.

A certain percentage of written legal descriptions require updating due to physical conditions upon inspection by appraisers and owners, physical constraints, and utility interferences. We have budgeted approximate 25 percent of legal descriptions to be updated.

Deliverables:

- Signed/Sealed Legal Description

Task 3.220.20-02: Resolution of Necessity

Resolutions of Necessity (RON) may be required for a certain percentage of the properties listed above. For budgeting purposes, CONSULTANT estimates that 25

percent of the properties will require a RON package. Submittal includes a legal description written to CTC standards and accompanying exhibit map.

Deliverables:

- RON Legal Description and Exhibit

Task 3.220.20-05: Right of Way Engineering Coordination Meetings

Per Client direction, the Project Manager and/or Senior Project Surveyor will attend two (2) meetings per month for thirty-six (36) months at a location to be determined. These meetings are to coordinate with all the right of way acquisition team members, provide project updates, and to support and facilitate solutions to questions that arise.

Task 3.220.20.06: Record Right of Way Map

Near completion of the project and acquisitions have been completed and excess property resolved, CONSULTANT will convert the Appraisal Maps to Record R/W maps. Because there are fewer permanent acquisitions, the number of sheets required for this effort is diminished and is not the same effort as the Appraisal Mapping. CONSULTANT has budgeted one submittal and one review for this effort.

Deliverables:

- Record Right of Way Maps

TASK 3.230 – PREPARE HIGHWAY DRAFT PLANS, SPECIFICATIONS & ESTIMATES

Task 3.230.05 Draft Highway Plans

CONSULTANT shall prepare the Highway Roadway Plans, Specifications, and Estimates (PS&E) plans set for the project following the Caltrans Highway Design Manual and Caltrans Standard Plans as appropriate. This will also include analysis of alternatives that may be required in looking at the most feasible terminus points, operational efficiencies, and ingress/egress locations. Sufficient study including design and cost estimates would be needed to provide adequate information for decisions on which alternative(s) to move forward with. Preparation of the Highway PS&E plans set shall include, but not be limited to, the preparation of the following roadway engineering sheets:

- Title Sheet
- Roadway/Geometric Layouts
- Construction Details
- Summary of Quantities
- Typical Cross Sections
- Profile and Superelevation Sheets
- Contour Grading Plans

- Stage Construction Plans
- Traffic Handling Plans
- Utility Plans
- Signing and Pavement Delineation Plans
- Retaining Walls (Standard) with Aesthetic Treatment
- Toll Infrastructure
- BMP Plans
- Transportation System Management
- Landscape Concept Plan
- Landscape Photographic Simulations
- Erosion Control Hydroseed Landscape Plans
- Existing Irrigation / Irrigation Removal 65% and 95% Plans.
- Existing Tree/Tree Removal 65% and 95% Plans, Legend, and Quantities.
- Drainage Plans
- ITS, Electrical, ETTM Plans

Preparation of the roadway plans shall be consistent with Caltrans design standards to the greatest extent feasible. CONSULTANT shall coordinate toll infrastructure design with TSP, who shall provide initial infrastructure design requirements for its toll collection system. Enforcement and CHP considerations (including safe locations for CHP to monitor traffic in the express lanes and safe areas for CHP to pull over vehicles in the Express and GP lanes) will need to be incorporated into the design.

CONSULTANT shall perform internal QA/QC plans check and review and shall submit copies to SBCTA for peer review prior to submittal to Caltrans. CONSULTANT shall notify SBCTA's Project Manager if the CONSULTANT is seeking any exceptions to any applicable design standards.

Deliverables:

- 65% Plans
- 95% Plans

Task 3.230.20 Transportation Management Plan

CONSULTANT will prepare the Draft and Final Transportation Management Plan (TMP) in accordance with current Caltrans procedures and guidelines. The TMP will identify specific measures that can be taken during construction to reduce impacts due to construction on the traveling public and to provide travel through and around the work area.

Deliverables:

- Transportation Management Plan – Two (2) TMP reports, one for each contract, 2A and 2B

Task 230.25.99 Other Draft Utility Plan Products

Includes all other work conducted during the Draft Utility Plan efforts that is not defined or covered in other WBS 230.25 elements.

Task 3.230.35 Draft Highway Specifications

CONSULTANT shall prepare the Highway Specifications and Special Provisions for the project following the Caltrans Standard Specifications. CONSULTANT shall notify SBCTA's Project Manager if the CONSULTANT is seeking any exceptions to this requirement.

Deliverables:

- Draft Standard Special Provisions (65% and 95% PS&E)

Task 3.230.40 Draft Highway Quantities and Estimates

CONSULTANT shall prepare the Highway Quantities and Estimates for the project following the Caltrans Standard Specifications including periodic cost updates, as well as cost estimates to support the analysis of project alternatives developed during design. CONSULTANT shall notify SBCTA's Project Manager if the CONSULTANT is seeking any exceptions to this *requirement*.

Deliverables:

- Draft Quantities and Estimates

Task 3.230.60 Updated Storm Water Data Report

CONSULTANT will prepare an Updated Storm Water Data Report (SWDR) in accordance with current Caltrans procedures and guidelines. The SWDR will identify specific measures that can be taken to handle storm water flows around the work area.

Deliverables:

- Storm Water Data Report-PS&E – Two (2) SWDR for contractors 2A and 2B

Task 3.230.70 Updated Hydraulics Report

CONSULTANT will prepare an updated Hydraulics Report in accordance with current Caltrans procedures and guidelines. The updated Hydraulics Report will evaluate existing drainage systems and will be used to support the drainage plans.

Deliverables:

- Hydraulics Report; modeling results of the one parallel drainage facilities will be incorporated into the updated Hydrology/Hydraulics Report at 65% and 95% submittals

Task 3.230.80 Geotechnical Design Report

CONSULTANT will prepare a Geotechnical Design Report in accordance with current Caltrans procedures and guidelines. The Geotechnical Design Report will be used for recommendations to complete the plans and specifications.

Deliverables:

- Geotechnical Design Report

Task 3.230.80 Updated Materials Report

CONSULTANT will prepare an updated Materials Report in accordance with current Caltrans procedures and guidelines. The updated Materials Report will be used to support the pavement structural section design.

Deliverables:

- Materials Report

TASK 3.235 – Mitigate Environmental Impacts and Clean Up Hazardous Waste

Task 3.235 (and all associated subtasks) have not been included as part of the original Scope of Work, though these tasks will still be necessary for the delivery of this project. If requested by SBCTA, CONSULTANT will perform the following:

Task 3.235.10.10 Detailed Hazardous Waste Site Investigation

CONSULTANT will prepare an updated Initial Site Assessment in relation to TCE/FA parcels as necessary.

Deliverables:

- Updated HW ISA

TASK 3.240 – PREPARE STRUCTURAL DRAFT PLANS, SPECIFICATIONS & ESTIMATES

Task 3.240.60 Hydraulics Report

CONSULTANT will prepare the Draft and Final Hydraulics Report in accordance with current Caltrans procedures and guidelines. The Hydraulics Report will identify strategies and requirements for use by the design engineer to prepare the structural plan sheets, as follows.

1. *Day Creek Channel (Station 1535)*

The Day Creek Channel is a concrete rectangular channel. The proposed project will widen the bridge over the creek. In addition, retrofit is proposed to pier walls. The area is currently mapped as FEMA Zone X. No hydraulic analysis was performed in the concept design study (Parsons 2015).

A hydraulic model (1D HEC-RAS or WSPG) will be created to characterize the existing hydraulic Conditions. The model will be updated to incorporate the proposed project conditions. The modeling results will be used to provided hydraulic design parameters and assess the potential hydraulic or floodplain impacts.

2. *RCB Crossing Drain (Station 1576)*

No prior hydraulic analysis was performed, and no hydraulic issue was noted in the concept design study. The RCB may need to be extended due to the proposed project. The hydraulic analysis will be performed such that the existing capacity is maintained under the proposed project conditions. The hydraulic parameters will be provided for the headwall or outlet protection design if required.

3. *Etiwanda Creek Channel (Station 1580)*

This is a rectangular channel. The bridge widening would require extension of the rectangular reinforced concrete channel cross section into the natural channel, along with possible modifications to the upstream transition structure. The area and creek are mapped as FEMA Zone A. The preliminary hydraulic analysis used FlowMaster. The concept design pointed out an existing freeway bank erosion issue west of the creek due to offsite flood water entering Etiwanda Creek.

Local hydraulic analysis using 1D HEC-RAS or WSPG will be performed to characterize the existing conditions. The model will then be updated to the proposed conditions to provide hydraulic design parameters and to assess the potential floodplain impacts. The erosion issue will be reviewed and scour mitigation measures such as rock slope protection will be provided. Potential floodplain impacts will be assessed and included in the report.

4. *RCB East of Etiwanda Creek (Station 1585)*

No prior hydraulic analysis was performed, and no hydraulic issue was noted in the concept design study. The southern end of RCBs will need to be extended. The headwalls will be replaced. The hydraulic analysis will be performed such that the existing capacity is maintained under the proposed project conditions. The hydraulic parameters will be provided for the headwall or outlet protection design if required. Potential floodplain impacts will be assessed and included in the report.

5. *San Sevaine Flood Channel (Station 1615)*

San Sevaine Channel is a County flood control facility and conveys storm runoff from the cities of Rancho Cucamonga and Fontana and unincorporated areas of San Bernardino County. The channel discharges to the Santa Ana River in Corona. The channels under I-10 consist of the San Sevaine Channel and I-10 Channel, with the confluence occurring just downstream of the Etiwanda Avenue eastbound on-ramp. The proposed improvement would widen the mainline and Etiwanda Avenue eastbound on-ramp bridges over the channel. The channel is mapped as FEMA floodway Zone AE within a flood hazard Zone X. The bridge widening would not impact the two rectangular reinforced concrete channel cross sections, except for removal and replacement of the existing walls that separate them. The effective flow area and conveyance capacity of the channel under the bridges would not change; therefore, they would not alter the floodplain.

A preliminary hydraulic analysis using USACE's HEC-RAS Version 4.1.0 was developed at the I-10 freeway crossing. It is assumed that the model will be provided. The provided HEC-RAS model will be validated to characterize the existing hydraulic conditions. The model will then be updated to reflect the proposed widened bridge and hydraulic conditions. The modeling results will be provided for the bridge design and/or floodplain impact assessment.

A FEMA no-rise certification will be prepared for SBCFCD review and approval as the channel is a floodway.

The potential temporary impact from the construction activities of the channel middle wall will also be analyzed.

6. *San Sevaine RCB (Station 1625) and Mulberry RCB (Station 1641)*

According to the draft project report, these two sets of RCBs currently convey only on-site flows from the freeway to the south. They will be abandoned in place. The on-site runoff will be conveyed to the outside of the pavement edges and will be collected via inlets and laterals and conveyed to the I-10 channel. Necessary hydraulic analyses will be performed and coordinated with the design team.

Deliverables:

- Hydraulics Report

Task 3.240.65 Preliminary Foundation Report

CONSULTANT will prepare the Preliminary Foundation Report to be utilized as part of the Structures Type Selection. The Preliminary Foundation Report shall document existing foundation conditions, make preliminary foundation recommendations, and identify the need for investigations, subsurface exploration, and studies.

Deliverables:

- Preliminary Foundation Report

Task 3.240.70 Subsurface Exploration and other Field Studies

CONSULTANT will perform work required to perform subsurface exploration to support the Foundation Report. This task includes all activities needed such as procurement of permits and rights to enter to perform any needed subsurface explorations. Results of the study shall be summarized in a report. Subsurface exploration work shall include proposed bridge widening and retaining or soundwalls required for the project.

CONSULTANT will perform an infiltration test to determine the percolation rates for the proposed storm water treatment facilities.

Deliverables:

- Log of Test Borings
- Infiltration Test Report

Task 3.240.75 Draft Structural Plans

CONSULTANT shall prepare the Structural Plans, Specifications and Estimates (PS&E) plans set for the project following the Caltrans Highway Design Manual and Caltrans Standard Plans as appropriate. Preparation of the Structural PS&E plans set shall include, but not be limited to the preparation of the following roadway engineering sheets:

- Title Sheet
- Foundation Plans
- Soundwall Plans
- Stage Construction Plans
- Structural Quantities
- Typical Cross Sections
- Bridge General Plans
- Retaining Wall Plans with Aesthetic Treatment
- Structural Special Provisions
- Independent Check Structural Design Calculations for Bridges
- Independent Cost Estimates for Bridges
- Aesthetic Concept Plans

The list of bridge structures/culverts (12 total) to be prepared by CONSULTANT is available below:

54-0351	Day Canyon Channel Br
54-0378 L/R	Etiwanda Wash Br
54-0378S	Etiwanda Wash Br (EB Off-Ramp)
54-0030	Valley Blvd EB Off-Ramp UC
54-0030L	Valley Blvd Left Br
54-0030R	Valley Blvd Right Br
54-0454	Etiwanda-San Sevaine Channel
54-0454L	Etiwanda-San Sevaine Left Br
54-0454R	Etiwanda-San Sevaine Right Br
54-0454S*	Etiwanda-San Sevaine Channel (EB On-Ramp)
54-0416	Kaiser Spur OH
54-0434	San Sevaine Cr Channel Box Culvert
54-0425M	Mulberry Cr Channel Box Culvert
54-0035	Cedar Ave OC (Tie-Back Wall)

CONSULTANT shall perform internal QA/QC plans check and review and shall submit copies to SBCTA for peer review prior to submittal to Caltrans. CONSULTANT shall notify SBCTA's Project Manager if the CONSULTANT is seeking any exceptions to any applicable design standards.

Deliverables:

- Type Selection Report
- 65% Plans
- 95% Plans
- Aesthetic Concept Exhibits (including retaining walls and soundwalls)
- Aesthetic Concept Photographic Simulations (including retaining walls and soundwalls)
- Aesthetic Concept Plans (including retaining walls and soundwalls)

Task 3.240.80 Foundation Report

CONSULTANT shall prepare the Foundation Report incorporating subsurface explorations through report and Log of Test Borings. The Foundation Report is to provide the required geologic and geotechnical recommendations needed to prepare the structural plans sheets.

Deliverables:

- Foundation Report

Task 3.240.90 Draft Structures Special Provisions and Cost Estimate

CONSULTANT task includes efforts required to prepare the draft Structures Plans, Specifications, and Estimate (SPS&E). The final product is a 95% complete draft set of Structure Plans, Structure Special Provisions, and Structure Cost Estimate.

Deliverables:

- 65% Special Provisions and Cost Estimate
- 95% Special Provisions and Cost Estimate

TASK 3.250 – PREPARE FINAL STRUCTURES PLANS, SPECIFICATIONS & ESTIMATES

CONSULTANT shall prepare the FINAL Structures PS&E for retaining walls and sound walls.

Deliverables:

- Sealed and signed retaining wall and sound wall plan sheets
- Design and independent check calculations for retaining walls and sound walls
- Quantity, check quantities, and marginal estimates for retaining walls and sound walls
- Electronic plans submittal in MicroStation format

TASK 3.255 – PREPARE FINAL PS&E PACKAGE

Task 3.255.20 Final District PS&E Package

This task includes the distribution of the draft final combined highway and structural PS&E package for final review by Caltrans, SBCTA, and other stakeholders. CONSULTANT shall address comments received and incorporate changes as appropriate in the final combined PS&E package. Under this task, CONSULTANT shall perform internal QA/QC plans check and review and shall submit the final combined PS&E package to an independent reviewer, which shall be provided by the CONSULTANT. The independent reviewer shall be a registered Professional Engineer in the State of California and shall certify the quality of the package and that the plans are constructible. The independent reviewer shall submit a stamped report to the SBCTA summarizing its review and certifying the constructability of the plans and that the final combined PS&E package is biddable. CONSULTANT will be responsible for completion of the draft final combined PS&E package in a manner where there is sufficient time to address comments during the independent review and finalize the PS&E package within the project schedule. CONSULTANT will be responsible for the constructability of the project.

Deliverables:

- Final Combined PS&E Package
- Independent Constructability and Ready-to-Bid Certification

Task 3.255.40 Resident Engineer File and Supplemental Materials

CONSULTANT shall be responsible for preparing the pending Resident Engineer File and other supplemental PS&E materials, which would include the following:

- Geotechnical Information Handout
- Construction Staking Package and Control
- Grid Grades
- Quantity Workbook
- Materials Information Handout
- Representative Cross Sections
- Project Controls for Construction
- Construction Permits

Deliverables:

- Pending Resident Engineer File
- Supplemental PS&E Materials

TASK 3.260 – CONTRACT BID DOCUMENTS READY TO LIST

Task 3.260-1 Draft Contract

CONSULTANT shall assist SBCTA in the preparation of the Construction Contract Bid Documents. Under this task, the CONSULTANT shall develop a draft contract, which shall be consistent with Caltrans standards. Draft contract shall include the plans, specifications, special provisions, applicable Federal, State, and local laws, regulations, and requirements and item codes. All contract pay items shall utilize the Basic Engineering Estimate System (BEES) coding.

Deliverables:

- Draft Construction Contract Package

TASK 5.270 – CONSTRUCTION ENGINEERING – TECHNICAL SUPPORT

Provide Technical Support to the construction engineering staff including design, traffic, hydraulics, materials, structures design, geotechnical services, environmental, landscape and other specialty staff. Functional support may include attendance at pre-work conferences, on-site construction support including contractor request for information (RFI) and RE pending file review.

TASK 6.295 – ACCEPT CONTRACT/PREPARE FINAL CONSTRUCTION ESTIMATE AND FINAL REPORT

Work involved in the acceptance and final documentation of a construction contract.

Work involved includes coordination with the construction manager and/or Resident Engineer to develop as-built plans in accordance with Caltrans and the City Standards. Work includes the transfer of the red-line As-Built plan mark-ups to the original full size reproducible plan sheets (and CADD file) and forwarding a reproducible set of plans with the transferred As-Built changes to SBCTA, Caltrans and the Cities. CONSULTANT shall complete this task within 30 calendar days of receipt of red-line mark-ups.

Deliverables:

- Red Line Construction Package
- As-Built Construction Package
- Electronic and Hardcopy Submittal for Caltrans and City records

V. PROJECT SPECIFIC QUALITY ASSURANCE AND QUALITY CONTROL PLAN REQUIREMENTS

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

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

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

Project Introduction and Scope:

- Project description
- Scope of work
- Quality objectives
- List of deliverable documents for each milestone submittal

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

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

Quality Training:

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

Scheduling of Quality Activities:

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

SBCTA, TSP and Caltrans Reviews:

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

Internal Reviews:

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

Management of Requirements:

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

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

Quality Procedures for Project Controls:

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

Quality Control (QC) Procedures:

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

Quality Assurance (QA) Procedures:

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

Quality Documentation:

- Quality Records list or definition.

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

Assumptions and Exceptions

General Assumptions:

- All Exhibits, Graphics, Plans, Specifications, and Estimate submittals will be electronic in PDF format. No hard copies are anticipated.
- This scope is developed only for the addition of a single express lane in each direction.
- PS&E for the additional of a single express lane to be delivered in the following design packages:
 - Contract 2A (I-15 to Sierra Avenue)
 - Contract 2B (Sierra Avenue to Pepper Avenue)
- Design will use Bentley Microstation Connect and OpenRoads software for all design drawings.
- Assume a 36-month schedule for design, including 36 PDT meetings, five people per meeting.
- Assume two monthly technical review meetings with four people per meeting.
- Assume quarterly workshop meetings.
- Assume joint resolution meetings after milestone submittals only.
- Assume two concept coordination meetings for construction staging, lighting, and signing.
- Assume one week for Cost Review workshop
- Sierra Avenue interchange - one intersection impacted; 12 pedestrian crossings impacted; 24 curb ramps impacted.
- Cedar Avenue interchange - WB ramps intersection; 2 curb ramps impacted.
- Pepper Avenue interchange – WB ramps intersection, SB Pepper Avenue driveway intersection 250 north of WB on-ramp intersection; 4 curb ramps impacted.
- All traffic signal work limited to existing traffic signal modifications. Assume three intersections.
- Assume three intersections will require temporary traffic signals.
- SBCTA will advertise, award, and administer.
- Local street signing/stripping only in areas modified by temporary traffic handling
- Traffic Monitoring Stations – work limited to replacement of existing systems

- Irrigation systems are limited to areas outlined in Project Report as it relates to the limits of Contract 2.
- The traffic analysis for TMP is limited to ramp intersections and two intersections outside of Caltrans right-of-way along the proposed detour.
- Per the Project Report, design of six treatment BMPs is assumed for this corridor.
- HEC-RAS model for San Sevaine Channel will be made available
- Peak discharges will not increase because of proposed project. Assume the difference will be mitigated via water quality BMPs treatment.
- Specifications will be submitted with 65%, 95% and 100% submittals
- Special Provisions submitted at 65% will contain list of Standard Plans and SSP sections template relevant to 65% design.

Draft Highway Plans

- The following assumptions apply to data collection efforts:
 - Request for existing offsite H&H report (Boyle 2003)
 - Review of existing offsite H&H

Structures

- For hydraulic reports, assume the HEC-RAS model will be provided for waterways for which preliminary hydraulic analysis has been performed.
- Assume the following for the San Sevaine and Mulberry Creek RCBs to be abandoned:
 - Offsite discharges are available and no hydrology study for offsite areas is required.
 - HEC-RAS model for San Sevaine Channel will be made available.
 - Peak discharges will not increase as results of the proposed project. The difference will be mitigated via water quality BMPs.
 - For San Sevaine channel, it is assumed that bridge widening would not impact the two rectangular reinforced concrete channel cross sections and cause floodplain impacts.
 - Assume the hydraulic parameters will be provided for the headwall or outlet protection design if required.
- Assume all structural elements (foundation, post, and frame) of toll gantry structures and overhead sign structures are standard design.

Geotechnical

- Two Geotechnical Design Reports (GDR) will be produced for the project, one GDR for Contract 2A and one GDR for Contract 2B. Both contracts will include a Draft GDR (to be provided at 65% design milestone) and a Final GDR (to be provided at 95% design milestone).
- It is assumed the I-10 Channel does not require additional modifications. The following list of structures will be addressed in the GDR:

Structures Included in Geotechnical Design Report		
RW1558	RW1793	RW2055
RW1551	RW1794	RW2040
RW1611	RW1814	RW2048
RW1581	RW1830	RW2061
RW1584	RW1851	RW2111
RW1644	RW1859	SW1877
RW1686	RW1864	SW1907
RW1713	RW1912	SW1969
RW1775	RW2049	SW2033

- 47 Overhead standard signs will be included. The GDRs will include settlement analyses and estimated loading at top of pipe for the MWD Upper Feeder 140-inch precast concrete pipe crossing I-10 east of Cherry Avenue. The evaluation will be performed using Settle3D. Structural integrity should be evaluated by others.
- Settlement evaluations will be performed for any additional embankment fills. CONSULTANT will advise to any settlement wait periods or impacts to stage construction.
- Preliminary evaluations indicate that the site horizontal peak ground acceleration (PGA) for the project alignment is greater than 0.6g. Caltrans Standard Plan Earth Retaining Systems (ERS) are design based on a horizontal seismic acceleration coefficient of 0.2 that corresponds to a PGA of 0.6g. Therefore, ERSs for the project are assumed to be non-standard and may not be covered in the GDRs. ERSs are assumed to require preliminary foundation reports and foundation reports unless agreed otherwise with Caltrans. Following discussions with SBCTA, it was agreed to assume any ERS with a design height of less than 12 feet will be included in the GDR for our fee proposal.

- Two updated Draft Materials Reports will be produced to support the 65% design submittal and two Final Materials Report at the 95% design submittal. The task does not include an update of the LCCA. Traffic Index shall be verified/provided by others.
- Preliminary foundation reports will be provided for Type Selection of the retaining walls that will be developed using existing information prior to the field investigation. Caltrans review comments, if any, will be incorporated in the associated foundation reports.
- Assume 21 preliminary foundation reports for non-standard retaining walls and 12 nonstandard overhead sign structures.
- Assume 3 preliminary foundation reports for modified standard retaining walls.
- Assume 9 preliminary foundation reports for bridges.
- Drilling services, Cone Penetration Testing (CPTs) services, traffic control services, and drum disposal for geotechnical subsurface investigation for the entire alignment to be subcontracted and are not to exceed the assumed quantities noted below.
- Drilling and CPTs are anticipated to be completed during two mobilizations. The first mobilization will investigate for the structures, pavement, and geotechnical conditions along the project alignment. The second mobilization will investigate for the BMPs (percolation) and overhead sign structures.
- Bridge explorations include up to 29 borings assumed to depths between 60 and 80 feet below ground surface, or until refusal is met.
- ERS explorations include up to 121 borings and 84 CPTs assumed to a depth of 45 feet below ground surface, or until refusal is met. Assumed durations are 61 days of drilling and 21 days of CPTs. Explorations have been approximated assuming one exploration at every 250 feet.
- Soundwall explorations include up to 10 borings and four CPTs assumed to a depth of 30 feet below ground surface, or until refusal is met. Explorations have been approximated assuming one exploration at every 500 feet.
- Overhead Sign explorations include up to 40 borings assumed to a depth of 40 feet below ground surface, or until refusal is met. Assumed durations are 14 days of drilling. Explorations have been approximated assuming one exploration at each foundation post location. These borings will be advanced late in the schedule following approval of the final locations.
- Pavement explorations include up to 91 borings assumed to a depth of 10 feet below ground surface, or until refusal is met. Assumed durations are 16 days of drilling. Explorations have been approximated assuming one exploration at every 500 feet and will be staggered between west and eastbound. Some borings are shared with bridges and walls.

- No borings will be provided on the I-10 Channel.
- Percolation testing is assumed at 20 locations to consist of double ring infiltration test at the ground surface. Assumed durations are 20 days of drilling and percolation testing. No drilling or traffic control has been assumed for percolation testing and it is assumed areas are readily accessible with standard work trucks.
- Pavement coring is anticipated to be limited on the project and eight days of coring have been included for potential need if concrete pavement is encountered in the field at proposed exploration locations.
- Ground penetration radar (GPR) for utility clearance of explorations has been included. GPR will be provided by a subcontractor and is planned in advance of drilling that is assumed 20 days.
- Traffic Control is assumed for 155 shifts for soil explorations to cover the aforementioned explorations and utility clearance operations. Traffic Control will be provided in accordance with Caltrans Standard Plans and the current Manual on Uniform Traffic Control Devices (MUTCD).
- Soil cuttings will be drummed and left on site at a location designated by the Owner. Drums will be tested and transported off site. CONSULTANT'S cost estimate assumes the soils will be non-hazardous for transportation and disposal.
- Soils from field investigation explorations are assumed non-hazardous. If any materials encountered are suspected to be hazardous, the exploration will be terminated and backfilled and SBCTA will be notified immediately for further direction. CONSULTANT'S field exploration program will not include any environmental investigation, testing, or analyses of chemical or hazardous material.
- CONSULTANT will provide a geotechnical exploration plan for use in permitting exploration locations.
- Surveying work to identify borehole locations within 1 foot horizontally and 0.1 ft. vertically.

Traffic Analysis

- The traffic analysis will be limited to a technical memorandum that assesses the changes in traffic volumes since the 2014 PA/ED traffic report.
- No additional field data will be collected, no traffic modeling (forecasting or operations) will be conducted, and the assessment will be limited to a determination that the prior traffic report does not need to be revisited for the PS&E phase.
- Quantitative evaluation of the proposed auxiliary lanes will be limited to Highway Capacity Manual assessment using the data from the PA/ED.

Environmental Revalidation

- Assume that the purpose and need from the adopted CEQA/NEPA document will not be revisited or revised.
- If a Supplemental Traffic Study is determined to be required, then additional studies and analyses will need to be prepared that are out of scope and an amendment to address this additional effort would be needed.
- If it is determined that one or more of the additional auxiliary lanes should be addressed through a separate environmental process, then this would be out of scope and an amendment to address this effort would be needed.
- No new, supplemental, or separate technical studies, reports, analyses, documents, evaluations, or other effort are assumed or included. Based on the modifications/improvements/revisions to the project Caltrans may request that some additional or supplemental studies, evaluations, analyses, documents, or other effort be prepared. Those items most likely to be requested by Caltrans include a Supplemental Noise Study Report, Supplemental Noise Abatement Decision Report, Supplemental cultural resources documents (Supplemental Historic Property Survey Report, Supplemental Historical Resources, etc.), Equity Study, and new or supplemental Record of Decision. None of these technical studies or any other new, supplemental, or separate technical studies, reports, analyses, documents, evaluations, or other effort are assumed or included in this scope of work. If any items not specifically included in this scope of work are required for the project, then a separate scope and fee for this effort will be provided to SBCTA for approval prior to conducting this work.
- All deliverables, reviews, documents, submittals, or any other effort will cover both Contract 2A and 2B. If any separate deliverables, reviews, documents, submittals, or any other effort are required for each Contract then this would be considered out of scope and a request for additional budget will be submitted to SBCTA for approval prior to conducting this work.
- All design information will be provided for both Contracts 2A and 2B prior to initiating environmental work so that documentation is prepared one time and not staggered or prepared in phases.
- No impacts to the I-10 Channel will occur.
- Project will consist of one express lane in each direction. Two express lanes in each direction will not be evaluated or discussed and it is assumed that all information in the adopted CEQA/NEPA document related to the single express lane will remain valid.
- Mitigation for the Project, if required, will be identified, secured, and purchased by SBCTA.

- No supplemental or subsequent CEQA or NEPA document, decision document, or other documentation will be required, and the project will remain consistent with the information in the Record of Decision (ROD) and no effort related to the ROD will be necessary. If the project implements/identifies a different project layout or preferred alternative than included in the ROD, then additional documentation not included in this scope of work and budget would be necessary.
- No public outreach or meetings, or support, is assumed or included.
- The documentation will reference the overall project as described in the adopted environmental document, however, the environmental revalidation will only address changes within the initial Contract 2 limits from I-15 to Pepper Avenue, as it is assumed that a separate environmental revalidation will be prepared by others at a later date when the remainder of Contract 2 proceeds. No effort for the remaining project area beyond Pepper Avenue is assumed or included.
- Environmental Revalidation
 - Assumed that all resource areas will include a qualitative assessment only using existing, available information, with two exceptions.
 - 1) An updated hazardous materials records search (EDR) will be ordered and reviewed
 - 2) A greenhouse gas (GHG) significance determination will be included.
 - Assume that the EDR search will not reveal any Environmental Resources of Concern (RECs) or new hazardous materials sites that were not already included in the adopted CEQA/NEPA document and that no additional hazardous materials effort will be required.
 - Assume that the GHG determination will be that the project would result in a less-than-significant impact and no further effort will be required.
 - Assume that the purpose and need from the adopted CEQA/NEPA document will not be revisited or revised; however, a brief discussion related to the current Caltrans priorities (equity, safety, multimodality) and the items included in the project addressing these considerations will be included based on information from the equity study that is prepared and based on information provided by the CONSULTANT
 - Assume that no new mitigation will be identified or required, that no revisions to the CEQA/NEPA documentation itself will be required, that no recirculation or public availability of the CEQA/NEPA documentation will be required, and that no new, supplemental, or revised Record of Decision will be needed.
 - Assume that no areas containing sensitive environmental resources will be affected/impacted and no new laws or regulations will be identified since adoption of the environmental document that have to be addressed.

- Assumed that the finding will be that the NEPA/CEQA document is still valid in conjunction with the above listed analyses and that no further action is required related to the environmental documentation.
- Geotechnical Borings
 - Assume that no borings will be conducted in any jurisdictional drainages and that no permits would be required.
 - Assume that Caltrans will not require any supporting studies to be prepared; however, it is assumed that a windshield review by a biologist will be performed to review the boring locations, and that Caltrans' cultural specialist (PQS) will prepare the screened undertaking for the borings (no effort by CONSULTANT cultural staff is assumed).
- Environmental Commitment Record
 - Assume that once any ECR measure is completed, a close out memorandum will be prepared and submitted to SBCTA and then to Caltrans for concurrence that the measure has been completed.

Permitting

- USACE Nationwide Permit
 - Assume the project will qualify for processing under the USACE Nationwide Permit Program.
- Regional Water Quality Control Board (RWQCB) Water Quality Order Application
 - Assume an alternatives analysis will be required.
 - Assume the project will qualify as a Tier 2 project.
 - Tier 2 projects include any projects that inherently cannot be located at an alternate location and require an analysis of on-site alternatives. The alternative analysis is assumed to consist of four alternatives: the proposed project, the no-project alternative and two additional on-site alternatives.
 - Assume that SBCTA will provide the application fee and annual fees to RWQCB, if applicable.
- California Department of Fish and Wildlife Section 1602 Lake or Streambed Alteration Agreement
 - Assume SBCTA will provide the processing fee. No fees are assumed as part of the CONSULTANT'S scope of work or associated cost.
- Aquatic Resources Permit Application Assumptions Not Previously Covered

- CONSULTANT will conduct two rounds of impact analysis based on the project design files and has assumed two additional minor updates based on expected design changes.
- One permit (i.e., 401, 404, and 1602) will be obtained that covers Contract 2A and 2B. If individual permits are required for each Contract (i.e., 2A and 2B) then this would be out of scope.
- Permits applications will be prepared once the layouts for the entire alignment (i.e., both Contracts 2A and 2B) have been provided.
- Coordination with the State Historic Preservation Office or tribal representatives for Section 106 of the National Historic Preservation Act is not included and the consultation conducted in support of the adopted 2017 CEQA/NEPA document is sufficient for permitting.
- Formal or informal consultation with the wildlife agencies will not be required to demonstrate compliance with Federal Endangered Species Act (FESA) or California Endangered Species Act (CESA).
- Reviews of all the applications will be conducted concurrently.
- SBCTA will pay all required application and/or permit fees.
- Mitigation for the Project, if required, will be identified, secured, and purchased by SBCTA
- Proposed project will not require a Section 408 authorization by the USACE.
- The existing jurisdictional delineation data will meet the agency standards, definitions and guidance.
- Restoration Plan
 - A. Two virtual meetings with SBCTA and regulatory agencies to facilitate development of the restoration approach.
 - B. One field visit by two CONSULTANT staff to facilitate development of the restoration approach.
 - C. This scope does not include costs for implementation of aquatic resource restoration. Any fees, costs, or other actions required for compensatory mitigation will be provided by the client. Only the preparation of the plan itself is included.
- Compensatory Mitigation Strategy Plan
 - Two virtual meetings with the client and regulatory agencies to facilitate development of the mitigation strategy.

- This scope does not include costs for compensatory mitigation and/or implementation of any mitigation for impacts to aquatic resources. Any fees, costs, or other actions required for compensatory mitigation will be provided by the client. Only the preparation of the plan itself is included.

Survey

- Aerial Topographic Mapping
 - Assume break lines, DTM files, and grid points will be provided by others for this effort.
- Drainage Surveys
 - Survey budget assumes 100 drainage features.
 - Traffic control services will be required for five days to provide safety for the survey crew.
- Geotechnical Boring Location Surveys
 - Survey budget assumes 100 geotechnical boring locations.
- Utility Pothole Location Surveys
 - Survey budget assumes 100 utility pothole locations.
- Structure Surveys
 - Survey budget assumes 20 structures.
- Assume field surveys will be completed to provide supplemental data on features not visible in the aerial data and/or require higher accuracy standards.

Right-Of-Way Engineering

- Assume 45 private/commercial/government parcels that currently include eleven (11) railroad parcels.
- Assume 11 Records of Surveys to be compiled and submitted to the county surveyor.
- Assume 45 Preliminary Title Reports for Caltrans Appraisal Maps.
- Assume 45 legal descriptions for temporary easements, permanent easements, and partial acquisitions.
- Assume title reports will be provided by others.
- The scope and fee for the Pre-Construction RS is for one submittal only for Caltrans review and approval. Any additions or changes to the single express lane design and/or the quantities of parcels after Caltrans has reviewed the Pre-Construction

Records of Survey and provided the notice to proceed on Appraisal Maps, Legal descriptions and Exhibits will require a revised scope of services and related cost.

- No engineered traffic plans will be required for field efforts. It is assumed that the Caltrans Standard Plans will be sufficient.
- Record of Survey map checking fees are excluded and will be provided by SBCTA.
- Caltrans District 8 will provide original right of way maps and any other survey records for the project area.

Tolling

- Assume Toll Collection System Infrastructure PS&E to be prepared following CA MUTCD, Toll Services Provider, and applicable project standards.
- Assume construction support estimates are to support PS&E level support of SBCTA during construction and is not intended for Toll Coordination during construction.

Hydraulics/Hydrology

- Assume offsite discharges are available and no hydrology study for offsite is required

Hazardous Waste

General Assumptions

- Field work will be compensated with prevailing wages.
- All field work will be conducted using modified level D personal protective equipment (PPE).
- Each deliverable will require the following versions: Draft to CONSULTANT team, Draft to Caltrans, Final to Caltrans.
- Work will be conducted during normal business hours, Mon-Fri. Work conducted after normal business hours and on weekends may incur additional costs.
- Work plans and reports will be prepared and submitted in Draft and Final versions. CONSULTANT will address a single round of review comments on the draft version to complete Final document versions. Additional versions of deliverables or responding to multiple rounds of comments on documents is not included in our estimated costs.
- No remedial work is included in the scope.
- Assessment of underground and aboveground storage tanks is not included in this scope of work.

- All demolition work and hazardous materials removal will be completed by others.

Supplemental Phase I Initial Site Assessment

- Prepare update of initial 2014 ISA to include 40 TCE and 5 FA parcels.

Additional ADL Reports Review

- Review provided reports and provide a Summary of Findings up to the task budget limits as requested.

Utilities

- Assume 100 potholes.
- Assume the following for the relocation of the Southern California Edison (SCE) Transmission Towers M13-T4 and MI-T4:
 - Assume standard utility easement and utility documents.
 - Required Documents:
 - SCE Consent Agreements
 - SCE Easement Deeds
 - SCE Joint Use Agreement (JUA) / Consent for Common Use Agreement (CCUA)
 - SCE Non-Interference Letters
 - SCE Account Reconciliation and Project Close-out
 - CPUC and Environmental Submittals
 - One overhead relocation work order to be processed with each utility agency.
 - Assume 18-24 months for transmission tower design processing (including 6-8 months of concept/schematic design).
- Third-party easements and required encroachment permits to be secured by SBCTA.

Landscaping

- Aesthetics Plan preparation limited to:
 - Color Aesthetics Concept Plan
 - Aesthetics Photographic Simulations
 - Color Conceptual Landscape Plan,

- Conceptual Landscape Plan Photographic Simulations (2 Simulations per city)
 - Ontario
 - Fontana
 - Bloomington
 - Rialto
 - Colton
- Existing Irrigation/Irrigation Removal
- Irrigation Plans
- Existing Tree/Tree Removal
- Planting Plans
- Landscape & Irrigation Plans will be included in the engineering design package. Preparation of a standalone landscape package is considered new, additional work.
- A maximum of two (2) presentations of the conceptual landscape plan is assumed.
- CONSULTANT will conduct a site visit(s) to tag and GPS locate any/all trees impacted by the project.
- CONSULTANT will conduct a site visit with Caltrans maintenance personnel to review the condition of existing irrigation POC's, Controllers, and conduits.

General Exclusions:

- Topographic Mapping/Aerial Mapping, except as defined earlier in this scope of work
- Right-Of-Way Relinquishment
- Aerially Deposited Lead Study
- Public Outreach (including communication during construction) will be handled by others.
- Pavement Deflection Study
- Life Cycle Cost Analysis
- Value Analysis
- Post-Construction, Monumentation, and Record of Survey
- Utility Agreements (Relocation Agreements, Joint Agreements, and Consent to Common Use Agreements)
- Utility Relocation Plans to be prepared by others.
- Permits to be paid by others.
- District and Headquarters Office Engineer Reviews
- Local Street Roadside Sign Replacement
- Local Street Pavement Delineation
- Street lighting
- Temporary Water Pollution Control Plans and Erosion Control Plans are excluded.
- Monument Preservation and Restoration

Geotechnical

- Groundwater wells are excluded. Groundwater measurements will be taken from proposed boreholes and CPTs.
- Use of portable drilling equipment to complete proposed explorations within the new foundation footprint is excluded from CONSULTANT'S scope. It is assumed that conventional drilling equipment can be used to access proposed borehole sites.
- Repairing of landscape areas following subsurface explorations is not included in CONSULTANT'S scope of work.
- As-Built Foundation Reports
- Geotechnical Information Handout and Materials Information Handout

Environmental

- No Vehicle Miles Traveled (VMT) analysis or Senate Bill (SB) 743-related analysis, evaluation, discussion, or compliance is assumed to be required.
- No biological related fieldwork, surveys, documentation, consultation, or other effort will be required.

Permitting

- No biological-related fieldwork, surveys, documentation, consultation, or other effort will be required.
- Permit compliance requirements or measures are excluded.

Hazardous Waste

- HBMS Assessment of Acquired Properties Exclusions
 - Abatement activities prior to building demotion
- No laboratory analysis, field sample collection, or field/site assessment work outside of ISA site walks are included in the scope of work.

Railroad

- Services do not include the following:
 - Track Design
 - At-grade crossings, including railroad signal modifications.

Drainage

- Video logging of existing drainage systems

Hydraulics/Hydrology

- Calculation of Offsite Hydrology and Hydraulics outside of Caltrans ROW
- Calculation of Offsite Hydrology and Hydraulics that enters Caltrans ROW

Survey

- Pre-Mark Geo-tech Boring Locations
- Pre-Mark Utility Pothole Locations

Right-Of-Way Engineering

- Preparation and/or approval process of Hard Copy Documents

- Monument Preservation and Restoration to be completed by Contractor
- Preparation of any documents related to Resolution of Necessity with the exception of a legal description
- Preparation of street vacation documents
- Preparation of any Right of Entry documents
- Monumentation of the newly defined or acquired parcels and a Post-Construction Record of Survey
- Post-Construction Record of Survey
- Deeds, Director Deeds, and Deed Jacket Preparation
- County Map Checking Fees for Record of Survey
- Acquisition of Preliminary Title Reports
- Staking of temporary and permanent acquisition line

Landscaping

- Community workshops
- Addressing surface water runoff
- Landscape demolition plans
- Coordination and/or processing of water meter service with the appropriate water agency
- Coordination and/or processing of electrical services with the appropriate power agency

EXHIBIT B - COST PROPOSAL**Cost/Price Form for Cost Plus Fixed Fee RFP****I-10 Express Lanes Contract 2 Plans, Specifications, and Estimates**Consultant Advanced Civil TechnologiesContract No. 22-1002722Date 05/03/2022

Direct Labor Classification/Title	Key Personnel	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Project Manager	Jamal Salman	5,266	171.31	171.31	\$171.31	\$902,118.46
Design Lead	Isaac Alonso Rice	5,586	121.49	121.49	\$121.49	\$678,643.14
Quality Manager	Jesus Paez	2,534	95.80	95.80	\$95.80	\$242,757.20
Design Engineer III		30,488	82.87	89.99	\$86.43	\$2,635,077.84
Senior Electrical Engineer		7,632	95.07	95.07	\$95.07	\$725,574.24
Senior Design Technician		8,166	68.40	68.40	\$68.40	\$558,554.40
Engineer II		34,098	60.58	71.08	\$65.83	\$2,244,671.34
Engineer I		44,410	37.78	48.71	\$43.25	\$1,920,732.50
Project Administrator		2,504	32.71	38.36	\$35.54	\$88,992.16

140,684

Labor Costs

a) Subtotal Direct Labor Costs	\$ 9,997,121.28
b) Anticipated Salary Increases (see page 2 for sample)	\$ 874,952.31
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$ 10,872,073.59

Fringe Benefits

d) Fringe Benefits (Rate <u>43.060%</u> %)	e) Total Fringe Benefits [(c)x(d)]	\$ 4,681,514.89
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Indirect Costs

f) Overhead (Rate <u>80.970%</u> %)	g) Overhead [(c)x (f)]	\$ 8,803,117.99
h) General and Administrative (Rate <u>0.000%</u> %)	i) Gen & Admin [(c) x (h)]	\$ -
j) Total Indirect Costs [(g)+(i)]		\$ 8,803,117.99

Fixed Fee (Profit)

n) (Rate <u>8.50%</u> %)	k) Fixed fee [(c) + (e) + (j)] x (n)	\$ 2,070,320.05
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Total Loaded Labor Costs26,427,026.52**Other Direct Costs (ODC)**

l) Travel/ Mileage Costs (supported by consultant actual costs)	\$ 12,480.00
m) Equipment Rental and Supplies (itemize)	\$ 0.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.)	\$ 2,961.50
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	\$ 31,348,708.02

p) Total Other Direct Costs [(l) + (m) + (n) + (o)]	\$ 31,364,149.52
Total cost [(c) + (e) + (j) + (k) + (p)]	\$ 57,791,176.04

Notes:

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

Consultant Advanced Civil Technologies Contract No. 22-1002722 Date 05/03/2022

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

Direct Labor Subtotal Per Cost Proposal		Total Hours cost Proposal		Avg Hourly Rate	5year Contract Duration
\$ 9,997,121.28	/	140684	=	\$ 71.06	Year 1 avg Hourly rate

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

	Average hourly rate		Proposed Escalation			
Year 1	\$ 71.06	+	4%	=	\$ 73.90	Year 2 Avg Hourly Rate
Year 2	\$ 73.90	+	4%	=	\$ 76.86	Year 3 Avg Hourly Rate
Year 3	\$ 76.86	+	4%	=	\$ 79.93	Year 4 Avg Hourly Rate
Year 4	\$ 79.93	+	4%	=	\$ 83.13	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each year		Total Hours Per Cost Proposal		Total Hours per Year	
Year 1	11.0%	*	140684	=	15475.2	Estimated Hours Year 1
Year 2	22.0%	*	140684	=	30950.5	Estimated Hours Year 2
Year 3	28.0%	*	140684	=	39391.5	Estimated Hours Year 3
Year 4	23.0%	*	140684	=	32357.3	Estimated Hours Year 4
Year 5	16.0%	*	140684	=	22509.4	Estimated Hours Year 5
Total	100.0%		Total	=	140684	

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

	Avg Hourly Rate (Calculated above)		Estimated hours (Calculated above)		Cost Per Year	
Year 1	\$ 71.06	*	15475.2	=	\$ 1,099,670.55	Estimated Hours Year 1
Year 2	\$ 73.90	*	30950.5	=	\$ 2,287,240.47	Estimated Hours Year 2
Year 3	\$ 76.86	*	39391.5	=	\$ 3,027,632.23	Estimated Hours Year 3
Year 4	\$ 79.93	*	32357.3	=	\$ 2,586,320.59	Estimated Hours Year 4
Year 5	\$ 83.13	*	22509.4	=	\$ 1,871,209.75	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =					\$ 10,872,073.59	
Direct Labor Subtotal before Escalation =					\$ 9,997,121.28	
Estimated Total of Direct Labor Salary Increase =					\$ 874,952.31	Transferred to page 1

Notes:

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

Contract: 22-1002722			Date: 05/03/2022									
Task Description			Detail Sheet									
I-10 Express Lanes Contract 2 PS&E			Advanced Civil Technologies									
A	B	C	D	E	F	G	H	I	J	K	L	AI
Row	WBS Number	Drawing or Item of Work - Titles	Project Manager	Design Lead	Quality Manager	Design Engineer III	Senior Electrical Engineer	Senior Design Technician	Engineer II	Engineer I	Project Administrator	Total Hours
1	3.100.15	Project Management										0.0
2	3.100.15	Project Management	1,624.0	464.0	448.0							2,536.0
3	3.100.15-1	Coordination and Meeting	496.0	496.0	98.0		136.0			264.0	80.0	1,570.0
4	3.100.15-2	Administration	304.0		48.0						2,424.0	2,776.0
5	3.180	Prepare Environmental Revalidation and Supplemental Project Repo										0.0
6	3.180	Prepare Environmental Revalidation and Supplemental Project Repo	72.0	144.0	40.0	324.0	96.0	60.0	240.0	296.0		1,272.0
7	3.180	Proposed Geometric Review (GAD Preparator)	120.0	80.0	94.0	424.0		144.0	580.0	684.0		2,126.0
8	3.180	Prepare Design Standard Decision Document	28.0	74.0	24.0	116.0		296.0		364.0		902.0
9	3.180	Concept of Operations	28.0		32.0							60.0
10	3.185	Prepare Base Maps and Plan Sheet										0.0
11	3.185.05	Updated Project Information	8.0	12.0		48.0	24.0	64.0	88.0	152.0		396.0
12	3.185.10	Engineering and Photogrammetric Survey	48.0	64.0	24.0							136.0
13	3.185.15.05	Roadway and Miscellaneous Design (35% PS&E)	164.0	88.0	120.0	596.0	276.0	196.0	784.0	988.0		3,212.0
14	3.205	Permits & Agreements										0.0
15	3.205.05	Determine Required Permit	80.0	48.0	64.0	48.0						240.0
16	3.205.10	Obtain Permits	64.0	32.0	48.0	40.0						184.0
17	3.220	Perform Right-Of-Way Engineering										0.0
18	3.220.05	Existing Land Use	20.0	16.0	12.0							48.0
19	3.220.10	Preparation of Land Net Map	20.0	16.0	12.0							48.0
20	3.220.15	Right-Of-Way Maps (Right-Of-Way Requirements)	20.0	16.0	12.0				60.0	80.0		188.0
21	3.220.20	Right-Of-Way Acquisition Documents	20.0	16.0	12.0							48.0
22	3.230	Prepare Highway Draft Plans, Specifications, and Estimates (65% and 95% PS&E)										0.0
23	3.230.05	Draft Highway Plans										0.0
24	3.230.05.05	Title Sheet	2.0	4.0	2.0	12.0				24.0		44.0
25	3.230.05.10	Typical Sections	16.0	48.0	8.0	288.0		60.0	264.0	424.0		1,108.0
26	3.230.05.15	Key Map and Line Index	4.0	4.0	4.0	14.0		8.0	10.0	16.0		60.0
27	3.230.05.20	Layouts	32.0	48.0	14.0	544.0		82.0	384.0	496.0		1,600.0
28	3.230.05.25	Profiles & Superelevation Diagram	60.0	96.0	20.0	244.0		162.0	352.0	496.0		1,430.0
29	3.230.05.30	Construction Details	88.0	224.0	48.0	2,424.0		346.0	1,846.0	1,998.0		6,974.0
30	3.230.05.35	Contour Grading	36.0	52.0	12.0	596.0		80.0	538.0	836.0		2,160.0
31	3.230.05.45	Soundwalls	16.0	20.0	8.0	996.0		32.0	368.0	328.0		1,768.0
32	3.230.05.50	Retaining Walls - Standard	44.0	72.0	20.0	924.0		136.0	848.0	1,116.0		3,160.0
33	3.230.05.55	Revised Standard Plans	18.0	26.0	8.0	200.0	86.0	42.0	212.0	364.0		956.0
34	3.230.05.55	Vendor Drawings	2.0	4.0	4.0	46.0		6.0	32.0	54.0		148.0
35	3.230.05.60	Stage Construction and Traffic Handling Plans, Detours, Details, and Quantities	4.0	8.0	2.0	34.0		16.0	36.0	60.0		160.0
36	3.230.15.10	Construction Area Signs	16.0	32.0	4.0	148.0		32.0	132.0	268.0		632.0
37	3.230.05.60	Motorist Information	28.0	48.0	8.0	336.0		60.0	564.0	1,124.0		2,168.0
38	3.230.05.60	Stage Construction Plans	96.0	360.0	84.0	3,388.0		1,136.0	3,446.0	4,144.0		12,654.0
39	3.230.05.60	Traffic Handling Plans	36.0	80.0	20.0	998.0		248.0	848.0	1,112.0		3,342.0
40	3.230.05.60	Traffic Handling (Detour) Plans	64.0	98.0	32.0	996.0		316.0	936.0	1,464.0		3,906.0
41	3.230.05.60	Traffic Handling Details	16.0	32.0	12.0	312.0		88.0	312.0	324.0		1,096.0
42	3.230.30	Drainage Plans, Profiles, Details, and Quantities										0.0
43	3.230.30.05	Drainage Plans	40.0	64.0	14.0	728.0		180.0	644.0	964.0		2,634.0
44	3.230.30.05	Drainage Profiles	72.0	120.0	28.0	1,336.0		364.0	996.0	1,684.0		4,600.0
45	3.230.30.05	Drainage Details	84.0	120.0	28.0	1,312.0		378.0	996.0	1,712.0		4,630.0
46	3.230.30.05	Drainage Quantities	32.0	64.0	16.0	624.0		160.0	524.0	724.0		2,144.0
47	3.230.30.05	Temporary Drainage Plans	24.0	64.0	12.0	512.0		124.0	436.0	624.0		1,796.0
48	3.230.20	Transportation Management Plan (TMP)	44.0	64.0	32.0	94.0		152.0	548.0	636.0		1,334.0
49	3.230.25	Utility Plans	40.0	48.0	24.0	48.0		64.0	144.0	96.0		426.0
50	3.230.35	Draft Highway Specifications	8.0	20.0	4.0	90.0						0.0
51	3.230.40	Draft Highway Quantities and Estimate	60.0	172.0	44.0	1,584.0		550.0	1,496.0	2,424.0		6,330.0
52	3.230.15.05	Signing and Pavement Delineation Plans, Profiles, Details, and Quantities	60.0	128.0	28.0	964.0		512.0	1,344.0	1,742.0		4,778.0
53	3.230.15.05	Sign Plans	48.0	64.0	16.0	656.0		216.0	736.0	910.0		2,646.0
54	3.230.15.05	Sign Details	48.0	120.0	44.0	876.0		288.0	924.0	1,520.0		3,820.0
55	3.230.15.05	Pavement Delineation Plan	6.0	16.0	4.0	82.0		48.0	324.0	136.0		616.0
56	3.230.15.05	Pavement Delineation Detail	6.0	8.0	4.0	88.0		48.0	296.0	154.0		604.0
57	3.230.15.05	Pavement Delineation Quantities										0.0
58	3.230.15	Electrical Systems Plans, Profiles, Details, and Quantities	48.0	74.0	16.0		968.0		872.0	988.0		2,964.0
59	3.230.15	Modify Lighting System	12.0	20.0	6.0		296.0		224.0	288.0		846.0
60	3.230.15	Modify Traffic Signal System	12.0	20.0	6.0		296.0		224.0	296.0		854.0
61	3.230.15	Modify Ramp Metering System	12.0	20.0	6.0		268.0		212.0	288.0		806.0
62	3.230.15	Modify Sign Illumination System	8.0	16.0	4.0		232.0		196.0	220.0		676.0
63	3.230.15	Modify Signal and Lighting System	16.0	36.0	6.0		412.0		324.0	368.0		1,162.0
64	3.230.15	Traffic Census Station System					40.0					40.0
65	3.230.15	Traffic Monitoring Station System					40.0					40.0
66	3.230.15	Communications System					40.0					40.0
67	3.230.15	Tolling System					40.0					40.0
68	3.230.15	Weight In Motion System					40.0					40.0
69	3.230.15	Irrigation Systems	12.0	16.0	6.0		296.0		348.0	212.0		890.0
70	3.230.15	Temporary Lighting System	12.0	16.0	6.0		292.0		320.0	220.0		866.0
71	3.230.15	Temporary Traffic Signal System	4.0	12.0	4.0		188.0		164.0	124.0		496.0
72	3.230.15	Temporary Ramp Metering System	4.0	12.0	4.0		188.0		164.0	124.0		496.0
73	3.230.15	Temporary Signal and Lighting System	4.0	12.0	4.0		188.0		164.0	136.0		508.0
74	3.230.15	Temporary Communications System					40.0					40.0
75	3.230.15	Details - Wiring Diagrams, Barrier Mounted Pole, Conduit and Conductor Schedules, etc	24.0	44.0	16.0		596.0		668.0	432.0		1,780.0
76	3.230.15	Electrical Systems Quantities	12.0	18.0	6.0				296.0	344.0		1,028.0
77	3.230.55	Structures Draft PS&E Incorporator	8.0	44.0	20.0	224.0		120.0	244.0	228.0		888.0
78	3.230.60	Updated Storm Water Data Report	40.0	48.0	44.0							132.0
79	3.230.70	Updated Hydraulics Report	40.0	48.0	44.0							132.0
80	3.230.80	Geotechnical Design Report	40.0	48.0	44.0							132.0
81	3.230.80	Updated Materials Report	40.0	48.0	44.0							132.0
82	3.240	Prepare Structural Draft Plans, Specifications, and Estimate										0.0
83	3.240.60	Hydraulics Report	36.0	40.0	36.0							112.0
84	3.240.65	Preliminary Foundation Report	36.0	40.0	36.0							112.0
85	3.240.70	Subsurface Exploration and Other Field Studies	36.0	40.0	36.0							112.0
86	3.240.75	Draft Structural Plans (Cedar Ave OC Tie-back Wall)	64.0	80.0	48.0	596.0		264.0	424.0	736.0		2,212.0
87	3.240.75	Draft Structural Plans (San Seavine Cr & Mulberry Cr Channels Headwall and LCC fill Abandon)	20.0	32.0	24.0	96.0		140.0	160.0	158.0		630.0
88	3.240.75	Retaining Walls - Special Design	48.0	180.0	52.0	784.0		488.0	1,412.0	1,238.0		4,202.0
89	3.240.80	Foundation Report	36.0	44.0	40.0							120.0
90	3.255	Prepare Final PS&E Package										0.0
91	3.255.20	Final District PS&E Package	164.0	264.0	140.0	3,668.0	1,724.0	460.0	3,854.0	4,832.0		15,106.0
92	3.255.40	Resident Engineer File and Supplemental Materials	40.0	64.0	44.0							148.0
93	3.260	Contract Bid Documents Ready to Lis										0.0
94	3.260-1	Draft Contract	32.0	76.0	20.0	420.0				96.0		644.0
95	3.270	Construction Engineering - Technical Support										0.0
96	3.270	Construction Engineering - Technical Support	72.0	168.0	48.0	880.0	520.0		1,160.0	1,496.0		4,344.0
97	6.295	Accept Contract/Prepare Final Construction Estimate and Final Report	24.0	48.0	16.0	286.0				64.0		438.0
98	6.295	Accept Contract/Prepare Final Construction Estimate and Final Report	5,266.0	5,586.0	2,534.0	30,488.0	7,632.0	8,166.0	34,098.0	44,410.0	2,504.0	140,684.0
Total Hours												

Detail Sheet

[illegible]

Other Direct Costs			
Other Direct Costs	RATE	NUMBER	COST
Mileage	\$ 0.59	20,000.0	\$11,700.00
Per Diem (Hotel, Meals, Incidentals)	\$ 5.00	156.0	\$780.00
Total Travel/Mileage Costs			\$12,480.00
Total Equipment Rental and Supplies			\$0.00
Reproduction			\$0.00
- Black/White 8.5x11			\$0.00
- Black/White 11x17			\$0.00
- Color 11x17			\$0.00
- Color 8.5x11			\$0.00
FedEx Box Shipment (Overnight)	\$ 25.90	15.0	\$388.50
FedEx Envelope Shipment (Overnight)	\$ 21.80	25.0	\$545.00
CADD Plots			\$0.00
- Black/White	\$ 0.75	2,000.0	\$1,500.00
- Color	\$ 8.80	60.0	\$528.00
Insurance for contract			\$0.00
Total Permit Fees, Plan Sheets, Test Holes (each, Etc.)			\$2,961.50
Total Other Direct Costs (rounded)			\$15,441.50

Cost/Price Form for Cost Plus Fixed Fee RFP
I-10 Express Lanes Contract 2 Plans, Specifications, and Estimates

Consultant Group Delta Consultants, Inc.Contract No. 22-1002722Date 04/29/2022

Direct Labor Classification/Title	Key Personnel	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Principal Engineer (Curt Scheyhing)	Curt Scheyhing	2,010	71.81	71.81	\$71.81	\$144,338.10
Associate Engineer/Geologist (Michael Givens)	Michael Givens	1,692	74.52	74.52	\$74.52	\$126,087.84
Associate Engineer/Geologist	Associate Engineer	198	53.00	81.74	\$67.37	\$13,339.26
Senior Engineer/Geologist	Senior Engineer/Geologist	796	44.24	60.10	\$52.17	\$41,527.32
Project Engineer/Geologist	Project Engineer/Geologist	2,687	36.60	48.00	\$42.30	\$113,660.10
Staff Engineer/Geologist	Staff Engineer/Geologist	6,630	25.00	36.06	\$30.53	\$202,413.90
Technician Geotechnical Lab	Technician Geotechnical Lab	2,631	25.00	31.50	\$28.25	\$74,325.75
Drafter / CADD	Drafter / CADD	2,068	35.50	42.00	\$38.75	\$80,135.00
Technician Field*	Technician Field*	0	50.43	52.21	\$51.32	\$0.00
Administrative	Administrative	432	35.00	35.00	\$35.00	\$15,120.00

19,144

Labor Costs

a) Subtotal Direct Labor Costs	\$ 810,947.27
b) Anticipated Salary Increases (see page 2 for sample)	\$ 9,698.58
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$ 820,645.85

Fringe Benefits

d) Fringe Benefits (Rate <u>88.10%</u> %)	e) Total Fringe Benefits [(c)x(d)]	\$ 722,988.99
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Indirect Costs

f) Overhead (Rate <u>75.98%</u> %)	g) Overhead [(c)x (f)]	\$ 623,526.72
h) General and Administrative (Rate <u>0.00%</u> %)	i) Gen & Admin [(c) x (h)]	\$ -
j) Total Indirect Costs [(g)+(i)]		\$ 623,526.72

Fixed Fee (Profit)

n) (Rate <u>8.50%</u> %)	k) Fixed fee [(c) + (e) + (j)] x (n)	\$ 184,208.73
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Total Loaded Labor Costs

2,351,370.29

Other Direct Costs (ODC)

l) Travel/ Mileage Costs (supported by consultant actual costs)	\$ 5,850.00
m) Equipment Rental and Supplies (itemize)	\$ 1,384,840.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.)	\$ 0.00
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	\$
p) Total Other Direct Costs [(l) + (m) + (n) + (o)]	\$ 1,390,690.00
Total cost [(c) + (e) + (j) + (k) + (p)]	\$ 3,742,060.29

Notes:

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

Consultant Group Delta Consultants, Inc. Contract No. 22-1002722

Date 04/29/2022

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

Direct Labor Subtotal Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5year Contract Duration
\$ 810,947.27 /	19144 =	\$ 42.36	Year 1 avg Hourly rate

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

	Average hourly rate	Proposed Escalation		
Year 1	\$ 42.36 +	4%	=	\$ 44.05 Year 2 Avg Hourly Rate
Year 2	\$ 44.05 +	4%	=	\$ 45.81 Year 3 Avg Hourly Rate
Year 3	\$ 45.81 +	4%	=	\$ 47.64 Year 4 Avg Hourly Rate
Year 4	\$ 47.64 +	4%	=	\$ 49.55 Year 5 Avg Hourly Rate

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

	Estimated % Completed Each year	Total Hours Per Cost Proposal	Total Hours per Year	
Year 1	70.0% *	19144 =	13400.8	Estimated Hours Year 1
Year 2	30.0% *	19144 =	5743.2	Estimated Hours Year 2
Year 3	0.0% *	19144 =	0.0	Estimated Hours Year 3
Year 4	0.0% *	19144 =	0.0	Estimated Hours Year 4
Year 5	0.0% *	19144 =	0.0	Estimated Hours Year 5
Total	100.0%	Total =	19144	

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

	Avg Hourly Rate (Calculated above)	Estimated hours (Calculated above)	Cost Per Year	
Year 1	\$ 42.36 *	13400.8 =	\$ 567,657.89	Estimated Hours Year 1
Year 2	\$ 44.05 *	5743.2 =	\$ 252,987.96	Estimated Hours Year 2
Year 3	\$ 45.81 *	0.0 =	\$ -	Estimated Hours Year 3
Year 4	\$ 47.64 *	0.0 =	\$ -	Estimated Hours Year 4
Year 5	\$ 49.55 *	0.0 =	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =			\$ 820,645.85	
Direct Labor Subtotal before Escalation =			\$ 810,947.27	
Estimated Total of Direct Labor Salary Increase =			\$ 9,698.58	Transferred to page 1

Notes:

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

Contract: 22-1002722

Date: 04/29/2022

Task Description			Detail Sheet										
			Consultant										
I-10 Express Lanes Contract 2 PS&E			Group Delta Consultants, Inc.										
A	B	C	D	E	F	G	H	I	J	K	L	M	AI
Row	WBS Number	Drawing or Item of Work - Titles	Principal Engineer (Court Scheyhing)	Associate Engineer (Geologist) (Michael Givens)	Associate Engineer (Geologist)	Senior Engineer (Geologist)	Project Engineer (Geologist)	Staff Engineer (Geologist)	Technician Geotechnical Lab	Drafter / CADD	Technician Field*	Administrative	Total Hours
1	3.100.15	Project Management											0.0
2	3.100.15	Project Management											0.0
3	3.100.15-1	Coordination and Meetings											0.0
4	3.100.15-2	Administration											0.0
5	3.180	Prepare Environmental Revalidation and Supplemental Project Report											0.0
6	3.180	Prepare Environmental Revalidation and Supplemental Project Report											0.0
	3.180	Prepare Design Standard Decision Document											0.0
	3.180	Concept of Operations											0.0
7	3.185	Prepare Base Maps and Plan Sheets (35% PS&E)											0.0
8	3.185.05	Updated Project Information											0.0
9	3.185.10	Engineering and Photogrammetric Surveys											0.0
	3.185.15	Geometric Approval Drawings											0.0
10	3.205	Permits & Agreements											0.0
11	3.205.05	Determine Required Permits											0.0
12	3.205.10	Obtain Permits											0.0
13	3.220	Perform Right-Of-Way Engineering											0.0
14	3.220.05	Existing Land Net											0.0
15	3.220.10	Preparation of Land Net Map											0.0
16	3.220.15	Right-Of-Way Maps											0.0
17	3.220.20	Right-Of-Way Acquisition Documents											0.0
18	3.230	Prepare Highway Draft Plans, Specifications, and Estimates (65% and 95% PS&E)											0.0
19	3.230.05	Draft Highway Plans											0.0
20	3.230.20	Transportation Management Plan (TMP)											0.0
21	3.230.35	Draft Highway Specifications											0.0
22	3.230.40	Draft Highway Quantities and Estimates											0.0
23	3.230.60	Updated Storm Water Data Report											0.0
24	3.230.70	Updated Hydraulics Report											0.0
25	3.230.80	Geotechnical Design Report	157	191	23		381	359		68		56	1,235.0
26	3.230.80	Updated Materials Report	76	118	9	28.0	121	250		84		28	714.0
27	3.240	Prepare Structural Draft Plans, Specifications, and Estimates											0.0
28	3.240.60	Hydraulics Report											0.0
29	3.240.65	Preliminary Foundation Report	400	400		40		760		80		40	1,720.0
30	3.240.70	Subsurface Exploration and Other Field Studies	697	303	86.0	728	2,185	3,981	2,631	1,836		188	12,635.0
31	3.240.75	Draft Structural Plans											0.0
32	3.240.80	Foundation Report	680.0	680.0	80.0			1,280.0				120.0	2,840.0
33	3.255	Prepare Final PS&E Package											0.0
34	3.255.20	Final District PS&E Package											0.0
35	3.255.40	Resident Engineer File and Supplemental Materials											0.0
36	3.260	Contract Bid Documents Ready to List											0.0
37	3.260-1	Draft Contract											0.0
38	5.270	Construction Engineering - Technical Support											0.0
39	5.270	Construction Engineering - Technical Support											0.0
40	6.295	Accept Contract/Prepare Final Construction Estimate and Final Report											0.0
41	6.295	Accept Contract/Prepare Final Construction Estimate and Final Report											0.0
Total Hours			2,010.0	1,692.0	198.0	796.0	2,687.0	6,630.0	2,631.0	2,068.0	0.0	432.0	19,144.0

22-1002722			Date: 04/29/2022			Detail Sheet																								
Task Description			Consultant																											
I-10 Express Lanes Contract 2 PS&E			Group Delta Consultants, Inc.																											
A	B	C	D	D1	E	E1	F	F1	G	G1	H	H1	I	I1	J	J1	K	K1	L	L1	M	M1	AI	AI1	AJ	AK	AL	AM		
Row	WBS Number	Drawing or Item of Work - Titles	Principal Engineer (Cur Scheyhing)	71.81	Associate Engineer/Geologist (Michael Givens)	74.52	Associate Engineer/Geologist	67.37	Senior Engineer/Geologist	52.17	Project Engineer/Geologist	42.30	Staff Engineer/Geologist	30.53	Technician Geotechnical Lab	28.25	Drafter / CAD	38.75	Technician Field	51.32	Administrative	35.00	Hours Total	Direct Labor Total	Overhead Cost	Fee	Total Labor Costs	Escalated Total Labor Cost		
1	3.100.15	Project Management	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
2	3.100.15	Project Management	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
3	3.100.15-1	Coordination and Meetings	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
4	3.100.15-2	Administration	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
5	3.180	Prepare Environmental Revalidation and Supplemental Project Report	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
6	3.180	Prepare Environmental Revalidation and Supplemental Project Report	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
	3.180	Prepare Design Standard Decision Document	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
	3.180	Concept of Operations	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
7	3.185	Prepare Base Maps and Plan Sheets	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
8	3.185.05	Updated Project Information	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
9	3.185.10	Engineering and Photogrammetric Surveys	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
	3.185.15	Geometric Approval Drawings	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
10	3.205	Permits & Agreements	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
11	3.205.05	Determine Required Permits	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
12	3.205.10	Obtain Permits	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
13	3.220	Perform Right-Of-Way Engineering	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
14	3.220.05	Existing Land Net	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
15	3.220.10	Preparation of Land Net Map	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
16	3.220.15	Right-Of-Way Maps	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
17	3.220.20	Right-Of-Way Acquisition Documents	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
18	3.230	Prepare Highway Draft Plans, Specifications, and Estimates	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
19	3.230.05	Draft Highway Plans	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
20	3.230.20	Transportation Management Plan (TMP)	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
21	3.230.35	Draft Highway Specifications	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
22	3.230.40	Draft Highway Quantities and Estimates	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
23	3.230.60	Updated Storm Water Data Report	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
24	3.230.70	Updated Hydraulics Report	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
25	3.230.80	Geotechnical Design Report	157.0	11,274.17	191.0	14,233.32	23.0	1,549.51	0.0	-	381.0	16,116.30	359.0	10,960.27	0.0	-	68.0	2,635.00	0.0	-	56.0	1,960.00	1,235.0	58,728.57	96,361.84	13,182.68	168,273.09	170,285.57		
26	3.230.80	Updated Materials Report	76.0	5,457.56	118.0	8,793.36	9.0	606.33	28.0	1,460.76	121.0	5,118.30	250.0	7,632.50	0.0	-	84.0	3,255.00	0.0	-	28.0	980.00	714.0	33,303.81	54,644.89	7,475.64	95,424.34	96,565.58		
27	3.240	Prepare Structural Draft Plans, Specifications, and Estimates	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
28	3.240.60	Hydraulics Report	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
29	3.240.65	Preliminary Foundation Report	400.0	28,724.00	400.0	29,808.00	0.0	-	40.0	2,086.80	0.0	-	760.0	23,202.80	0.0	-	80.0	3,100.00	0.0	-	40.0	1,400.00	1,720.0	88,321.60	144,918.08	19,825.37	253,065.05	256,091.60		
30	3.240.70	Subsurface Exploration and Other Field Studies	697.0	50,051.57	303.0	22,579.56	86.0	5,793.82	728.0	37,979.76	2,185.0	92,425.50	3,981.0	121,539.93	2,631.0	74,325.75	1,836.0	71,145.00	0.0	-	188.0	6,580.00	12,635.0	482,420.89	791,556.20	108,288.05	1,382,265.14	1,398,796.43		
31	3.240.75	Draft Structural Plans	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
32	3.240.80	Foundation Report	680.0	48,830.80	680.0	50,673.60	80.0	5,389.60	0.0	-	0.0	-	1,280.0	39,078.40	0.0	-	0.0	-	0.0	-	120.0	4,200.00	2,840.0	148,172.40	243,121.27	33,259.96	424,553.64	429,631.11		
33	3.255	Prepare Final PS&E Package	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
34	3.255.20	Final District PS&E Package	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
35	3.255.40	Resident Engineer File and Supplemental Materials	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
36	3.260	Contract Bid Documents Ready to List	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
37	3.260-1	Draft Contract	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
38	5.270	Construction Engineering - Technical Support	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
39	5.270	Construction Engineering - Technical Support	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
40	6.295	Accept Contract/Prepare Final Construction Estimate and Final Report	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
41	6.295	Accept Contract/Prepare Final Construction Estimate and Final Report	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
Total Hours			2,010.0	\$ 144,338.10	1,692.0	\$ 126,087.84	198.0	\$ 13,339.26	796.0	\$ 41,527.32	2,687.0	\$ 113,660.10	6,630.0	\$ 202,413.90	2,631.0	\$ 74,325.75	2,068.0	\$ 80,135.00	0.0	-	432.0	\$ 15,120.00	19,144.0	\$ 810,947.27	\$ 1,330,602.28	\$ 182,031.71	\$ 2,323,581.26	\$ 2,351,370.29		

Other Direct Costs			
Other Direct Costs	RATE	NUMBER	COST
Mileage	\$ 0.59	15,000.0	\$8,775.00
Parking	\$ 5.00	200.0	\$1,000.00
Total Travel/Mileage Costs			\$9,775.00
Total Equipment Rental and Supplies			\$0.00
Reproduction			\$0.00
- Black/White 8.5x11	\$ 0.10	4,000.0	\$400.00
- Black/White 11x17	\$ 0.30	1,000.0	\$300.00
- Color 11x17			\$0.00
- Color 8.5x11			\$0.00
FedEx Box Shipment (Overnight)	\$ 25.00	16.0	\$400.00
FedEx Envelope Shipment (Overnight)	\$ 40.00	10.0	\$400.00
CADD Plots			\$0.00
- Black/White			\$0.00
- Color			\$0.00
Insurance for contract			\$0.00
Total Permit Fees, Plan Sheets, Test Holes (each, Etc.)			\$1,500.00
Total Other Direct Costs (rounded)			\$11,275.00

Cost/Price Form for Cost Plus Fixed Fee RFP
I-10 Express Lanes Contract 2 Plans, Specifications, and Estimates

Consultant ICF Jones & Stokes, Inc.Contract No. 22-1002722Date 04/29/2022

Direct Labor Classification/Title	Key Personnel	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Proj Dir	Calvert, Brian	477	95.44	105.73	\$100.59	\$47,981.43
Tech Dir	Lay, Keith	53	80.30	89.42	\$84.86	\$4,497.58
Sr Tech Analyst	Hardie, Jon / Higginson, Jonathan	37	73.00	80.84	\$76.92	\$2,846.04
Mng Consult		348	71.95	78.15	\$75.05	\$26,117.40
Sr Consult III		190	60.50	71.51	\$66.01	\$12,541.90
Sr Consult II		1,221	56.02	59.77	\$57.90	\$70,695.90
Sr Consult I		120	53.21	57.52	\$55.37	\$6,644.40
Assoc Consult III		186	44.50	51.45	\$47.98	\$8,924.28
Assoc Consult II		332	37.69	40.00	\$38.85	\$12,898.20
Assoc Consult I		42	35.32	36.62	\$35.97	\$1,510.74
Asst Consultant		4	32.41	38.00	\$35.21	\$140.84

3,010

Labor Costs

a) Subtotal Direct Labor Costs	\$	\$194,798.71
b) Anticipated Salary Increases (see page 2 for sample)	\$	8,347.70
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$	203,146.41

Fringe Benefits

d) Fringe Benefits (Rate <u>34.63%</u> %)	e) Total Fringe Benefits [(c)x(d)]	\$	70,349.60
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Indirect Costs

f) Overhead (Rate	<u>130.11%</u> %)	g) Overhead [(c)x (f)]	\$	<u>264,313.79</u>
h) General and Administrative (Rate	<u>6.00%</u> %)	i) Gen & Admin [(c) x (h)]	\$	<u>12,188.78</u>
j) Total Indirect Costs [(g)+(i)]			\$	<u>276,502.57</u>

Fixed Fee (Profit)

n) (Rate <u>8.50%</u> %)	k) Fixed fee [(c) + (e) + (j)] x (n)	\$	46,749.88
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Total Loaded Labor Costs

596,748.46

Other Direct Costs (ODC)

l) Travel/ Mileage Costs (supported by consultant actual costs)	\$	\$3,125.00
m) Equipment Rental and Supplies (itemize)	\$	\$29,728.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.)	\$	\$0.00
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	\$	

p) Total Other Direct Costs [(l) + (m) + (n) + (o)]	\$	32,853.00
Total cost [(c) + (e) + (j) + (k) + (p)]	\$	629,601.46

Notes:

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

Consultant ICF Jones & Stokes, Inc. Contract No. 22-1002722

Date 04/29/2022

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

Direct Labor Subtotal Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5year Contract Duration
\$ 194,798.71 /	3010 =	\$ 64.72	Year 1 avg Hourly rate

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

	Average hourly rate	Proposed Escalation			
Year 1	\$ 64.72 +	4%	=	\$ 67.31	Year 2 Avg Hourly Rate
Year 2	\$ 67.31 +	4%	=	\$ 70.00	Year 3 Avg Hourly Rate
Year 3	\$ 70.00 +	4%	=	\$ 72.80	Year 4 Avg Hourly Rate
Year 4	\$ 72.80 +	4%	=	\$ 75.71	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each year	Total Hours Per Cost Proposal	Total Hours per Year	
Year 1	35.0%	3010	1053.5	Estimated Hours Year 1
Year 2	35.0%	3010	1053.5	Estimated Hours Year 2
Year 3	20.0%	3010	602.0	Estimated Hours Year 3
Year 4	10.0%	3010	301.0	Estimated Hours Year 4
Year 5		3010	0.0	Estimated Hours Year 5
Total	100.0%	Total	3010	

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

	Avg Hourly Rate (Calculated above)	Estimated hours (Calculated above)	Cost Per Year	
Year 1	\$ 64.72 *	1053.5	=	\$ 68,182.52 Estimated Hours Year 1
Year 2	\$ 67.31 *	1053.5	=	\$ 70,911.09 Estimated Hours Year 2
Year 3	\$ 70.00 *	602.0	=	\$ 42,140.00 Estimated Hours Year 3
Year 4	\$ 72.80 *	301.0	=	\$ 21,912.80 Estimated Hours Year 4
Year 5	\$ 75.71 *	0.0	=	\$ - Estimated Hours Year 5
Total Direct Labor Cost with Escalation =			\$ 203,146.41	
Direct Labor Subtotal before Escalation =			\$ 194,798.71	
Estimated Total of Direct Labor Salary Increase =			\$ 8,347.70	Transferred to page 1

Notes:

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

Contract: 22-1002722

Date: 04/29/2022

Detail Sheet

Task Description			Consultant											
I-10 Express Lanes Contract 2 PS&E			ICF Jones & Stokes, Inc.					I	J	K	L	M	N	AI
A	B	C	D	E	F	G	H	I	J	K	L	M	N	AI
Row	WBS Number	Drawing or Item of Work - Titles	Proj Dir	Tech Dir	Sr Tech Analyst	Mng Consult	Sr Consult III	Sr Consult II	Sr Consult I	Assoc Consult III	Assoc Consult II	Assoc Consult I	Asst Consultant	Total Hours
1	3.100.15	Project Management												0.0
2	3.100.15	Project Management	144.0					432.0				24.0		600.0
3	3.100.15-1	Coordination and Meetings	225.0					270.0						495.0
4	3.100.15-2	Administration												0.0
5	3.180	Prepare Environmental Revalidation and Supplemental Project Report												0.0
6	3.180	Prepare Environmental Revalidation and Supplemental Project Report	79.0	53.0	37.0	160.0	124.0	469.0	62.0	84.0	12.0	18.0	4.0	1,102.0
7	3.185	Prepare Base Maps and Plan Sheets (35% PS&E)												0.0
8	3.185.05	Updated Project Information												0.0
9	3.185.10	Engineering and Photogrammetric Surveys												0.0
10	3.205	Permits & Agreements												0.0
11	3.205.05	Determine Required Permits												0.0
12	3.205.10	Obtain Permits	29.0			188.0	66.0	50.0	58.0	102.0	320.0			813.0
13	3.220	Perform Right-Of-Way Engineering												0.0
14	3.220.05	Existing Land Net												0.0
15	3.220.10	Preparation of Land Net Map												0.0
16	3.220.15	Right-Of-Way Maps												0.0
17	3.220.20	Right-Of-Way Acquisition Documents												0.0
18	3.230	Prepare Highway Draft Plans, Specifications, and Estimates (65% and 95% PS&E)												0.0
19	3.230.05	Draft Highway Plans												0.0
20	3.230.20	Transportation Management Plan (TMP)												0.0
21	3.230.35	Draft Highway Specifications												0.0
22	3.230.40	Draft Highway Quantities and Estimates												0.0
23	3.230.60	Updated Storm Water Data Report												0.0
24	3.230.70	Updated Hydraulics Report												0.0
25	3.230.80	Geotechnical Design Report												0.0
26	3.230.80	Updated Materials Report												0.0
27	3.240	Prepare Structural Draft Plans, Specifications, and Estimates												0.0
28	3.240.60	Hydraulics Report												0.0
29	3.240.65	Preliminary Foundation Report												0.0
30	3.240.70	Subsurface Exploration and Other Field Studies												0.0
31	3.240.75	Draft Structural Plans												0.0
32	3.240.80	Foundation Report												0.0
33	3.255	Prepare Final PS&E Package												0.0
34	3.255.20	Final District PS&E Package												0.0
35	3.255.40	Resident Engineer File and Supplemental Materials												0.0
36	3.260	Contract Bid Documents Ready to List												0.0
37	3.260-1	Draft Contract												0.0
38	5.270	Construction Engineering - Technical Support												0.0
39	5.270	Construction Engineering - Technical Support												0.0
40	6.295	Accept Contract/Prepare Final Construction Estimate and Final Report												0.0
41	6.295	Accept Contract/Prepare Final Construction Estimate and Final Report												0.0
Total Hours			477.0	53.0	37.0	348.0	190.0	1,221.0	120.0	186.0	332.0	42.0	4.0	3,010.0

Contract: 22-1002722			Date: 04/29/2022			Detail Sheet																								
Task Description			Consultant																											
I-10 Express Lanes Contract 2 PS&E			ICF Jones & Stokes, Inc.																											
A	B	C	D	D1	E	E1	F	F1	G	G1	H	H1	I	I1	J	J1	K	K1	L	L1	M	AI	AI1	AJ	AK	AL	AM			
Row	WBS Number	Drawing or Item of Work - Titles	Proj Dir	\$ 100.59	Tech Dir	\$ 84.86	Sr Tech Analyst	\$ 76.92	Mng Consult	\$ 75.05	Sr Consult III	\$ 66.01	Sr Consult II	\$ 57.90	Sr Consult I	\$ 55.37	Assoc Consult III	\$ 47.98	Assoc Consult II	\$ 38.85	Assoc Consult I	Hours Total	Direct Labor Total	Overhead Cost	Fee	Total Labor Costs	Escalated Total Labor Cost			
				Proj Dir		Sr Tech Analyst	Sr Consult III	Sr Consult II		Sr Consult I		Assoc Consult III		Assoc Consult II		Assoc Consult I		AI1		170.74%			8.50%	AL	AM					
1	3.100.15	Project Management	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
2	3.100.15	Project Management	144.0	\$ 14,484.96	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	432.0	\$ 25,012.80	0.0	\$ -	0.0	\$ -	0.0	\$ -	24.0	600.0	\$ 40,361.04	\$ 68,912.44	\$ 9,288.25	\$ 118,561.73	\$ 123,642.44			
3	3.100.15-1	Coordination and Meetings	225.0	\$ 22,632.75	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	270.0	\$ 15,633.00	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	495.0	\$ 38,265.75	\$ 65,334.94	\$ 8,806.06	\$ 112,406.75	\$ 117,223.71			
4	3.100.15-2	Administration	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
5	3.180	Prepare Environmental Revalidation and Supplemental Project Report	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
6	3.180	Prepare Environmental Revalidation and Supplemental Project Report	79.0	\$ 7,946.61	53.0	\$ 4,497.58	37.0	\$ 2,846.04	160.0	\$ 12,008.00	124.0	\$ 8,185.24	469.0	\$ 27,155.10	62.0	\$ 3,432.94	84.0	\$ 4,030.32	12.0	\$ 466.20	18.0	1,102.0	\$ 71,356.33	\$ 121,833.80	\$ 16,421.16	\$ 209,611.29	\$ 218,593.75			
7	3.185	Prepare Base Maps and Plan Sheets	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
8	3.185.05	Updated Project Information	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
9	3.185.10	Engineering and Photogrammetric Surveys	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
10	3.205	Permits & Agreements	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
11	3.205.05	Determine Required Permits	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
12	3.205.10	Obtain Permits	29.0	\$ 2,917.11	0.0	\$ -	0.0	\$ -	188.0	\$ 14,109.40	66.0	\$ 4,356.66	50.0	\$ 2,895.00	58.0	\$ 3,211.46	102.0	\$ 4,893.96	320.0	\$ 12,432.00	0.0	813.0	\$ 44,815.59	\$ 76,518.14	\$ 10,313.37	\$ 131,647.10	\$ 137,288.56			
13	3.220	Perform Right-Of-Way Engineering	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
14	3.220.05	Existing Land Net	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
15	3.220.10	Preparation of Land Net Map	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
16	3.220.15	Right-Of-Way Maps	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
17	3.220.20	Right-Of-Way Acquisition Documents	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
18	3.230	Prepare Highway Draft Plans, Specifications, and Estimates	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
19	3.230.05	Draft Highway Plans	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
20	3.230.20	Transportation Management Plan (TMP)	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
21	3.230.35	Draft Highway Specifications	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
22	3.230.40	Draft Highway Quantities and Estimates	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
23	3.230.60	Updated Storm Water Data Report	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
24	3.230.70	Updated Hydraulics Report	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
25	3.230.80	Geotechnical Design Report	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
26	3.230.80	Updated Materials Report	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
27	3.240	Prepare Structural Draft Plans, Specifications, and Estimates	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
28	3.240.60	Hydraulics Report	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
29	3.240.65	Preliminary Foundation Report	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
30	3.240.70	Subsurface Exploration and Other Field Studies	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
31	3.240.75	Draft Structural Plans	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
32	3.240.80	Foundation Report	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
33	3.255	Prepare Final PS&E Package	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
34	3.255.20	Final District PS&E Package	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
35	3.255.40	Resident Engineer File and Supplemental Materials	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
36	3.260	Contract Bid Documents Ready to List	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
37	3.260-1	Draft Contract	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
38	5.270	Construction Engineering - Technical Support	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
39	5.270	Construction Engineering - Technical Support	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
40	6.295	Accept Contract/Prepare Final Construction Estimate and Final Report	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
41	6.295	Accept Contract/Prepare Final Construction Estimate and Final Report	477.0	\$ 47,981.43	53.0	\$ 4,497.58	37.0	\$ 2,846.04	348.0	\$ 26,117.40	190.0	\$ 12,541.90	1,221.0	\$ 70,695.90	120.0	\$ 6,644.40	186.0	\$ 8,924.28	332.0	\$ 12,898.20	42.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
Total Hours																					3,010.0	\$ 194,798.71	\$ 332,599.32	\$ 44,828.83	\$ 572,226.86	\$ 596,748.46				

Other Direct Costs			
Other Direct Costs	RATE	NUMBER	COST
Mileage	\$ 0.59	5,000.0	\$2,925.00
Parking	\$ 2.00	100.0	\$200.00
Total Travel/Mileage Costs			\$3,125.00
500.00 Subcontractor (Paleontological Mitigation Plan)			\$20,500.00
523.02 Reproductions			\$500.00
523.04 Postage and Delivery			\$1,920.00
523.05 Travel, Auto, incld. Mileage at current IRS rate (.585/mile)			\$2,808.00
523.07 Surveys and Reports			\$4,000.00
Total Equipment Rental and Supplies			\$29,728.00
Reproduction			\$0.00
- Black/White 8.5x11			\$0.00
- Black/White 11x17			\$0.00
- Color 11x17			\$0.00
- Color 8.5x11			\$0.00
FedEx Box Shipment (Overnight)			\$0.00
FedEx Envelope Shipment (Overnight)			\$0.00
CADD Plots			\$0.00
- Black/White			\$0.00
- Color			\$0.00
Insurance for contract			\$0.00
Total Permit Fees, Plan Sheets, Test Holes (each, Etc.)			\$0.00
Total Other Direct Costs (rounded)			\$32,853.00

Cost/Price Form for Cost Plus Fixed Fee RFP
I-10 Express Lanes Contract 2 Plans, Specifications, and Estimates

Consultant Iteris, Inc.Contract No. 22-1002722Date 04/29/2022

Direct Labor Classification/Title	Key Personnel	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Vice President/Chief Scientist	Steven Bradley	530	100.00	129.80	\$114.90	\$60,897.00
Associate Vice President		1,075	82.18	101.76	\$91.97	\$98,867.75
Senior Engineer/Planner/Manager II		385	71.94	79.77	\$75.86	\$29,206.10
Senior Engineer/Planner/Manager I		2,030	53.28	71.94	\$62.61	\$127,098.30
Engineer/Planner		3,320	40.64	61.41	\$51.03	\$169,419.60
Associate Engineer/Planner		4,220	37.33	47.26	\$42.30	\$178,506.00
Assistant Engineer/Planner		4,400	34.32	40.34	\$37.33	\$164,252.00
Analyst		90	30.10	40.64	\$35.37	\$3,183.30

16,050

Labor Costs

a) Subtotal Direct Labor Costs	\$ 831,430.05
b) Anticipated Salary Increases (see page 2 for sample)	\$ 20,022.45
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$ 851,452.50

Fringe Benefits

d) Fringe Benefits (Rate <u>72.857%</u> %)	e) Total Fringe Benefits [(c)x(d)]	\$ 620,342.75
--	---	---------------

Indirect Costs

f) Overhead (Rate <u>129.796%</u> %)	g) Overhead [(c)x (f)]	\$ 1,105,151.29
h) General and Administrative (Rate <u> </u> %)	i) Gen & Admin [(c) x (h)]	\$ -
	j) Total Indirect Costs [(g)+(i)]	\$ 1,105,151.29

Fixed Fee (Profit)

n) (Rate <u>8.50%</u> %)	k) Fixed fee [(c) + (e) + (j)] x (n)	\$ 219,040.46
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Total Loaded Labor Costs2,795,987.00**Other Direct Costs (ODC)**

l) Travel/ Mileage Costs (supported by consultant actual costs)	\$ 11,524.50
m) Equipment Rental and Supplies (itemize)	\$ 0.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.)	\$ 0.00
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	\$
p) Total Other Direct Costs [(l) + (m) + (n) + (o)]	\$ 11,524.50
Total cost [(c) + (e) + (j) + (k) + (p)]	\$ 2,807,511.50

Notes:

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

Consultant Iteris, Inc. Contract No. 22-1002722 Date 04/29/2022

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

Direct Labor Subtotal Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5year Contract Duration
\$ 831,430.05 /	16050 =	\$ 51.80	Year 1 avg Hourly rate

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

	Average hourly rate	Proposed Escalation			
Year 1	\$ 51.80 +	4%	=	\$ 53.87	Year 2 Avg Hourly Rate
Year 2	\$ 53.87 +	4%	=	\$ 56.02	Year 3 Avg Hourly Rate
Year 3	\$ 56.02 +	4%	=	\$ 58.26	Year 4 Avg Hourly Rate
Year 4	\$ 58.26 +	4%	=	\$ 60.59	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each year	Total Hours Per Cost Proposal	Total Hours per Year	
Year 1	50.0% *	16050 =	8025.0	Estimated Hours Year 1
Year 2	40.0% *	16050 =	6420.0	Estimated Hours Year 2
Year 3	10.0% *	16050 =	1605.0	Estimated Hours Year 3
Year 4		16050 =	0.0	Estimated Hours Year 4
Year 5		16050 =	0.0	Estimated Hours Year 5
Total	100.0%	Total	16050	

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

	Avg Hourly Rate (Calculated above)	Estimated hours (Calculated above)	Cost Per Year	
Year 1	\$ 51.80 *	8025.0 =	\$ 415,695.00	Estimated Hours Year 1
Year 2	\$ 53.87 *	6420.0 =	\$ 345,845.40	Estimated Hours Year 2
Year 3	\$ 56.02 *	1605.0 =	\$ 89,912.10	Estimated Hours Year 3
Year 4	\$ 58.26 *	0.0 =	\$ -	Estimated Hours Year 4
Year 5	\$ 60.59 *	0.0 =	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =			\$ 851,452.50	
Direct Labor Subtotal before Escalation =			\$ 831,430.05	
Estimated Total of Direct Labor Salary Increase =			\$ 20,022.45	Transferred to page 1

Notes:

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

Contract: 22-1002722

Date: 04/29/2022

Detail Sheet

Task Description			Consultant								
I-10 Express Lanes Contract 2 PS&E			Iteris, Inc.								
A	B	C	D	E	F	G	H	I	J	K	AI
Row	WBS Number	Drawing or Item of Work - Titles	Vice President/Chief Scientist	Associate Vice President/Principal Director	Senior Engineer/Planner Manager II	Senior Engineer/Planner Manager I	Engineer/Planner	Associate Engineer/Planner	Assistant Engineer/Planner	Analyst	Total Hours
1	3.100.15	Project Management									0.0
2	3.100.15	Project Management									0.0
3	3.100.15-1	Coordination and Meetings	450	350		350					1,150.0
4	3.100.15-2	Administration								90	90.0
5	3.180	Prepare Environmental Revalidation and Supplemental Project Report									0.0
6	3.180	Prepare Environmental Revalidation and Supplemental Project Report									0.0
7	3.185	Prepare Base Maps and Plan Sheets									0.0
8	3.185.05	Updated Project Information									0.0
9	3.185.10	Engineering and Photogrammetric Surveys									0.0
10	3.205	Permits & Agreements									0.0
11	3.205.05	Determine Required Permits									0.0
12	3.205.10	Obtain Permits									0.0
13	3.220	Perform Right-Of-Way Engineering									0.0
14	3.220.05	Existing Land Net									0.0
15	3.220.10	Preparation of Land Net Map									0.0
16	3.220.15	Right-Of-Way Maps									0.0
17	3.220.20	Right-Of-Way Acquisition Documents									0.0
18	3.230	Prepare Highway Draft Plans, Specifications, and Estimates									0.0
19	3.230.05	Draft Highway Plans									0.0
20	3.230.20	Transportation Management Plan (TMP)									0.0
21	3.230.35	Draft Highway Specifications									0.0
22	3.230.40	Draft Highway Quantities and Estimates									0.0
23	3.230.60	Updated Storm Water Data Report									0.0
24	3.230.70	Updated Hydraulics Report									0.0
25	3.230.80	Geotechnical Design Report									0.0
26	3.230.80	Updated Materials Report									0.0
	3.230.05.01	Electrical Plans (Toll Infrastructure)	40	150	100	400	950	1,050	1,100		3,790.0
	3.230.05.02	Electrical Plans (Fiber Optic Cable System)		100	80	200	350	450	500		1,680.0
	3.230.05.03	Electrical Plans (Camera System)		25	20	60	110	150	160		525.0
	3.230.05.05	Electrical Plans (Changeable Message Sign System)		10	5	10	20	40	40		125.0
	3.230.05.07	Electrical Plans (Weigh in Motion)		10	5	15	30	60	60		180.0
	3.230.05.08	Electrical Plans (Removing Fiber Optic Cable System)		15	10	10	100	150	200		485.0
	3.230.05.09	Electrical Plans (Removing Camera System)		0	0	5	55	60	60		180.0
	3.230.05.11	Electrical Plans (Removing Changeable Message Sign System)		0	0	5	5	30	30		70.0
	3.230.05.13	Electrical Plans (Removing Weigh in Motion)		0	0	5	5	40	40		90.0
	3.230.05.14	Electrical Plans (Temporary Fiber Optic Cable System)		15	10	10	150	200	250		635.0
	3.230.05.15	Electrical Plans (Temporary Camera System)		15	10	10	100	120	150		405.0
	3.230.05.16	Electrical Plans (Temporary Traffic Monitoring Station)		0	0	10	60	80	100		250.0
	3.230.05.17	Electrical Plans (Temporary Changeable Message Sign System)		0	0	10	20	30	30		90.0
27	3.240	Prepare Structural Draft Plans, Specifications, and Estimates									0.0
28	3.240.60	Hydraulics Report									0.0
29	3.240.65	Preliminary Foundation Report									0.0
30	3.240.70	Subsurface Exploration and Other Field Studies									0.0
31	3.240.75	Draft Structural Plans									0.0
32	3.240.80	Foundation Report									0.0
33	3.255	Prepare Final PS&E Package									0.0
34	3.255.20	Final District PS&E Package									0.0
35	3.255.40	Resident Engineer File and Supplemental Materials									0.0
	3.255.05.01	Electrical Plans (Toll Infrastructure)		50	50	300	500	600	700		2,200.0
	3.255.05.02	Electrical Plans (Fiber Optic Cable System)		50	40	150	250	300	400		1,190.0
	3.255.05.03	Electrical Plans (Camera System)		25	20	60	100	150	150		505.0
	3.255.05.04	Electrical Plans (Changeable Message Sign System)		10	5	10	10	30	30		95.0
	3.255.05.05	Electrical Plans (Weigh in Motion)		10	5	10	20	50	50		145.0
	3.255.05.06	Electrical Plans (Removing Fiber Optic Cable System)		10	5	10	30	60	70		185.0
	3.255.05.07	Electrical Plans (Removing Camera System)		0	0	5	20	40	40		105.0
	3.255.05.08	Electrical Plans (Removing Changeable Message Sign System)		0	0	5	5	20	20		50.0
	3.255.05.09	Electrical Plans (Removing Weigh in Motion)		0	0	5	5	30	30		70.0
	3.255.05.10	Electrical Plans (Temporary Fiber Optic Cable System)		15	10	10	50	80	90		255.0
	3.255.05.11	Electrical Plans (Temporary Camera System)		15	10	10	10	40	40		125.0
	3.255.05.12	Electrical Plans (Temporary Traffic Monitoring Station)		0	0	10	20	40	40		110.0
	3.255.05.13	Electrical Plans (Temporary Changeable Message Sign System)		0	0	5	5	20	20		50.0
36	3.260	Contract Bid Documents Ready to List									0.0
37	3.260-1	Draft Contract									0.0
38	5.270	Construction Engineering - Technical Support									0.0
39	5.270	Construction Engineering - Technical Support	40	200		340	340	300			1,220.0
40	6.295	Accept Contract/Prepare Final Construction Estimate and Final Report									0.0
41	6.295	Accept Contract/Prepare Final Construction Estimate and Final Report									0.0
Total Hours			530.0	1,075.0	385.0	2,030.0	3,320.0	4,220.0	4,400.0	90.0	16,050.0

22-1002722			Date: 04/29/2022			Detail Sheet																	
Task Description			Consultant																				
I-10 Express Lanes Contract 2 PS&E			Iteris, Inc.																				
A	B	C	D	D1	E	E1	F	F1	G	G1	H	H1	I	I1	J	J1	K	K1	AI1	AJ	AK	AL	AM
Row	WBS Number	Drawing or Item of Work - Titles	Vice President/Chief Scientist	Vice President/Chief Scientist	Associate Vice President/Princip al/Director	Associate Vice President/Princip al/Director	Senior Engineer/Planner/ Manager II	Senior Engineer/Planner/ Manager II	Senior Engineer/Planner/ Manager I	Senior Engineer/Planner/ Manager I	Engineer/Planner	Engineer/Planner	Associate Engineer/Planner	Associate Engineer/Planner	Assistant Engineer/Planner	Assistant Engineer/Planner	Analyst	Analyst					
			\$ 114.90		\$ 91.97		\$ 75.86		\$ 62.61		\$ 51.03		\$ 42.30		\$ 37.33		\$ 35.37						
1	3.100.15	Project Management	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	-	-	-	-	-
2	3.100.15	Project Management	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	-	-	-	-	-
3	3.100.15-1	Coordination and Meetings	450.0	51,705.00	350.0	32,189.50	0.0	-	350.0	21,913.50	0.0	-	0.0	-	0.0	-	0.0	-	105,808.00	214,423.09	27,219.64	347,450.73	355,818.02
4	3.100.15-2	Administration	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	90.0	3,183.30	3,183.30	6,451.05	818.92	10,453.27	10,705.01
5	3.180	Prepare Environmental Revalidation and Supplemental Project Report	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	-	-	-	-	-
6	3.180	Prepare Environmental Revalidation and Supplemental Project Report	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	-	-	-	-	-
7	3.185	Prepare Base Maps and Plan Sheets	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	-	-	-	-	-
8	3.185.05	Updated Project Information	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	-	-	-	-	-
9	3.185.10	Engineering and Photogrammetric Surveys	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	-	-	-	-	-
10	3.205	Permits & Agreements	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	-	-	-	-	-
11	3.205.05	Determine Required Permits	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	-	-	-	-	-
12	3.205.10	Obtain Permits	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	-	-	-	-	-
13	3.220	Perform Right-Of-Way Engineering	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	-	-	-	-	-
14	3.220.05	Existing Land Net	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	-	-	-	-	-
15	3.220.10	Preparation of Land Net Map	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	-	-	-	-	-
16	3.220.15	Right-Of-Way Maps	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	-	-	-	-	-
17	3.220.20	Right-Of-Way Acquisition Documents	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	-	-	-	-	-
18	3.230	Prepare Highway Draft Plans, Specifications, and Estimates	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	-	-	-	-	-
19	3.230.05	Draft Highway Plans	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	-	-	-	-	-
20	3.230.20	Transportation Management Plan (TMP)	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	-	-	-	-	-
21	3.230.35	Draft Highway Specifications	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	-	-	-	-	-
22	3.230.40	Draft Highway Quantities and Estimates	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	-	-	-	-	-
23	3.230.60	Updated Storm Water Data Report	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	-	-	-	-	-
24	3.230.70	Updated Hydraulics Report	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	-	-	-	-	-
25	3.230.80	Geotechnical Design Report	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	-	-	-	-	-
26	3.230.80	Updated Materials Report	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	-	-	-	-	-
	3.230.05.01	Electrical Plans (Toll Infrastructure)	40.0	4,596.00	150	13,796	100	7,586	400	25,044	950	48,479	1,050	44,415	1,100	41,063	0.0	-	184,978.00	374,863.47	47,586.52	607,427.99	622,056.04
	3.230.05.02	Electrical Plans (Fiber Optic Cable System)	0.0	-	100	9,197	80	6,069	200	12,522	350	17,861	450	19,035	500	18,665	0.0	-	83,348.30	168,907.83	21,441.77	273,697.90	280,289.08
	3.230.05.03	Electrical Plans (Camera System)	0.0	-	25	2,299	20	1,517	60	3,757	110	5,613	150	6,345	160	5,973	0.0	-	25,504.15	51,684.93	6,561.07	83,750.15	85,767.01
	3.230.05.04	Electrical Plans (Traffic Monitoring Station)	0.0	-	10	920	5	379	10	626	20	1,021	40	1,692	40	1,493	0.0	-	6,130.90	12,424.45	1,577.20	20,132.56	20,617.39
	3.230.05.05	Electrical Plans (Changeable Message Sign System)	0.0	-	10	920	5	379	15	939	30	1,531	60	2,538	60	2,240	0.0	-	8,546.85	17,320.45	2,198.72	28,066.02	28,741.90
	3.230.05.06	Electrical Plans (Traffic Census Station)	0.0	-	15	1,380	10	759	10	626	100	5,103	150	6,345	200	7,466	0.0	-	21,678.25	43,931.62	5,576.84	71,186.71	72,901.03
	3.230.05.07	Electrical Plans (Weigh in Motion)	0.0	-	0	0	0	0	5	313	55	2,807	60	2,538	60	2,240	0.0	-	7,897.50	16,004.52	2,031.67	25,933.69	26,558.23
	3.230.05.08	Electrical Plans (Removing Fiber Optic Cable System)	0.0	-	0	0	0	0	5	313	5	255	30	1,269	30	1,120	0.0	-	2,957.10	5,992.65	760.73	9,710.48	9,944.33
	3.230.05.09	Electrical Plans (Removing Camera System)	0.0	-	0	0	0	0	5	313	5	255	40	1,692	40	1,493	0.0	-	3,753.40	7,606.38	965.58	12,325.36	12,622.18
	3.230.05.10	Electrical Plans (Removing Traffic Monitoring Station)	0.0	-	15	1,380	10	759	10	626	150	7,655	200	8,460	250	9,333	0.0	-	28,211.25	57,170.94	7,257.49	92,639.68	94,870.62
	3.230.05.11	Electrical Plans (Removing Changeable Message Sign System)	0.0	-	15	1,380	10	759	10	626	100	5,103	120	5,076	150	5,800	0.0	-	18,542.75	37,577.44	4,770.22	60,890.41	62,356.76
	3.230.05.12	Electrical Plans (Removing Traffic Census Station)	0.0	-	0	0	0	0	10	626	60	3,062	80	3,384	100	3,733	0.0	-	10,804.90	21,896.45	2,779.62	35,480.97	36,335.42
	3.230.05.13	Electrical Plans (Removing Weigh in Motion)	0.0	-	0	0	0	0	10	626	20	1,021	30	1,269	30	1,120	0.0	-	4,035.60	8,178.26	1,038.18	13,252.04	13,571.18
	3.230.05.14	Electrical Plans (Temporary Fiber Optic Cable System)	0.0																				

Other Direct Costs			
Other Direct Costs	RATE	NUMBER	COST
Mileage	\$ 0.59	19,700.0	\$11,524.50
Parking	\$ 2.00		\$0.00
Total Travel/Mileage Costs			\$11,524.50
Total Equipment Rental and Supplies			\$0.00
Reproduction			\$0.00
- Black/White 8.5x11			\$0.00
- Black/White 11x17			\$0.00
- Color 11x17			\$0.00
- Color 8.5x11			\$0.00
FedEx Box Shipment (Overnight)			\$0.00
FedEx Envelope Shipment (Overnight)			\$0.00
CADD Plots			\$0.00
- Black/White			\$0.00
- Color			\$0.00
Insurance for contract			\$0.00
Total Permit Fees, Plan Sheets, Test Holes (each, Etc.)			\$0.00
Total Other Direct Costs (rounded)			\$11,524.50

Cost/Price Form for Cost Plus Fixed Fee RFP
I-10 Express Lanes Contract 2 Plans, Specifications, and Estimates

Consultant Jacobs Engineering Group Inc.Contract No. 22-1002722Date 04/29/2022

Direct Labor Classification/Title	Key Personnel	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Project Manager	Steve Lutz	1,884	100.00	130.00	\$115.00	\$216,660.00
Roadway QC	Steve Henderson	270	100.00	130.00	\$115.00	\$31,050.00
Sr. Roadway Lead	Nick Polichetti	3,582	90.00	105.00	\$97.50	\$349,245.00
Roadway Engineer	Justin Branch	8,196	85.00	100.00	\$92.50	\$758,130.00
Design Specifications	Birgitta Ongawan	124	70.00	95.00	\$82.50	\$10,230.00
CADD Technician	Rick Munoz	6,912	50.00	70.00	\$60.00	\$414,720.00
Geotechnical QC	Ravee Raveendra	322	110.00	125.00	\$117.50	\$37,835.00
Geotechnical Lead	Craig Leszkiewicz	1,338	80.00	105.00	\$92.50	\$123,765.00
Sr. Geotechnical Engineer	Sreekar Pulijala	3,150	70.00	95.00	\$82.50	\$259,875.00
Project Geotechnical Engineer	Adeleine Tran	5,254	50.00	70.00	\$60.00	\$315,240.00
Structures QC	Mark Brady	204	100.00	120.00	\$110.00	\$22,440.00
Structures Lead	Liping Zhou	1,396	85.00	105.00	\$95.00	\$132,620.00
Structural Engineer	David Guest	2,776	60.00	85.00	\$72.50	\$201,260.00
Structural CADD Technician	Norman Morales	3,020	60.00	75.00	\$67.50	\$203,850.00
Sr Traffic Lead	Loren Bloomberg	214	110.00	125.00	\$117.50	\$25,145.00
Traffic Engineer	Alfredo Cabrera Ventura	550	65.00	85.00	\$75.00	\$41,250.00
Drainage Lead	Robert Henderson	544	100.00	125.00	\$112.50	\$61,200.00
Drainage Engineer	Ryan Luong	768	80.00	105.00	\$92.50	\$71,040.00
Technical Editor	Sara Baker	282	40.00	60.00	\$50.00	\$14,100.00
Admin	Karen Diaz	98	35.00	50.00	\$42.50	\$4,165.00
Sr. Survey Manager	Aaron Willis	60	100.00	130.00	\$115.00	\$6,900.00
Survey Field/Office Engineer	George Tye	214	70.00	100.00	\$85.00	\$18,190.00
Sr. Tolling/ConOps Lead	Russ McCarty	340	110.00	140.00	\$125.00	\$42,500.00

41,498

Labor Costs		
a) Subtotal Direct Labor Costs		\$ 3,361,410.00
b) Anticipated Salary Increases (see page 2 for sample)		\$ 188,020.65
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]		\$ 3,549,430.65
Fringe Benefits		
d) Fringe Benefits (Rate <u>30.980%</u> %)	e) Total Fringe Benefits [(c)x(d)]	\$ 1,099,613.62
Indirect Costs		
f) Overhead (Rate <u>23.960%</u> %)	g) Overhead [(c)x (f)]	\$ 850,443.58
h) General and Administrative (Rate <u>54.400%</u> %)	i) Gen & Admin [(c) x (h)]	\$ 1,930,890.27
j) Total Indirect Costs [(g)+(i)]		\$ 2,781,333.85
Fixed Fee (Profit)		
n) (Rate <u>8.50%</u> %)	k) Fixed fee [(c) + (e) + (j)] x (n)	\$ 631,582.14
Total Loaded Labor Costs		\$ 8,061,960.26
Other Direct Costs (ODC)		
l) Travel/ Mileage Costs (supported by consultant actual costs)		\$ 21,700.00
m) Equipment Rental and Supplies (itemize)		\$ 20,000.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.)		\$ 7,000.00
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)		\$
p) Total Other Direct Costs [(l) + (m) + (n) + (o)]		\$ 48,700.00
Total cost [(c) + (e) + (j) + (k) + (p)]		\$ 8,110,660.26

Notes:

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

Consultant Jacobs Engineering Group Inc. Contract No. 22-1002722 Date 04/29/2022

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

Direct Labor Subtotal Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5year Contract Duration
\$ 3,361,410.00 /	41498 =	\$ 81.00	Year 1 avg Hourly rate

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

	Average hourly rate	Proposed Escalation			
Year 1	\$ 81.00 +	4%	=	\$ 84.24	Year 2 Avg Hourly Rate
Year 2	\$ 84.24 +	4%	=	\$ 87.61	Year 3 Avg Hourly Rate
Year 3	\$ 87.61 +	4%	=	\$ 91.11	Year 4 Avg Hourly Rate
Year 4	\$ 91.11 +	4%	=	\$ 94.75	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each year	Total Hours Per Cost Proposal	Total Hours per Year	
Year 1	20.0%	41498	8299.6	Estimated Hours Year 1
Year 2	34.3%	41498	14227.9	Estimated Hours Year 2
Year 3	34.3%	41498	14227.9	Estimated Hours Year 3
Year 4	11.4%	41498	4742.6	Estimated Hours Year 4
Year 5		41498	0.0	Estimated Hours Year 5
Total	100.0%	Total	41498	

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

	Avg Hourly Rate (Calculated above)	Estimated hours (Calculated above)	Cost Per Year	
Year 1	\$ 81.00 *	8299.6	= \$ 672,267.60	Estimated Hours Year 1
Year 2	\$ 84.24 *	14227.9	= \$ 1,198,557.09	Estimated Hours Year 2
Year 3	\$ 87.61 *	14227.9	= \$ 1,246,505.07	Estimated Hours Year 3
Year 4	\$ 91.11 *	4742.6	= \$ 432,100.89	Estimated Hours Year 4
Year 5	\$ 94.75 *	0.0	= \$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =			\$ 3,549,430.65	
Direct Labor Subtotal before Escalation =			\$ 3,361,410.00	
Estimated Total of Direct Labor Salary Increase =			\$ 188,020.65	Transferred to page 1

Notes:

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

Contract: 22-1002722			Date: 04/29/2022			Detail Sheet																										
Task Description			Consultant																													
I-10 Express Lanes Contract 2 PS&E			Jacobs Engineering Group Inc.																													
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AI						
Row	WBS Number	Drawing or Item of Work - Titles	Project Manager	Roadway OC	Sr. Roadway Land	Roadway Engineer	Design Specifications	CADD Technician	Geotechnical OC	Geotechnical Land	Sr. Geotechnical Engineer	Project Geotechnical Engineer	Structures OC	Structures Land	Structural Engineer	Structural CADD Technician	Sr. Traffic Land	Traffic Engineer	Damage Land	Damage Engineer	Technical Editor	Admin	Sr. Survey Manager	Survey Field/Office Engineer	Survey Coord/Ops Lead	Sr. Survey Coord/Ops Lead	Total Hours					
1	3.100.15	Project Management																									0.0					
2	3.100.15	Project Management	464.0																								464.0					
3	3.100.15-1	Coordination and Meetings	240.0																								240.0					
4	3.100.15-2	Administration	216.0																								216.0					
5	3.180	Prepare Environmental Revalidation and Supplemental Project Report																									0.0					
6	3.180	Prepare Environmental Revalidation and Supplemental Project Repo	40.0	16.0	124.0	410.0		368.0											40.0		80.0						1,098.0					
7	3.180	Proposed Geometric Review (G&D Preparation	48.0	24.0	236.0	610.0		788.0																			1,708.0					
8	3.180	Prepare Design Standard Decision Documen	20.0	8.0	146.0	160.0		396.0																			730.0					
9	3.180	Concept of Operations	16.0	16.0														72.0	376.0						340.0	820.0						
10	3.185	Prepare Base Maps and Plan Sheets (35% PS&E)																									0.0					
11	3.185.05	Updated Project Information	16.0		24.0	40.0		36.0																			116.0					
12	3.185.10	Engineering and Photogrammetric Surveys			40.0																						40.0					
13	3.185.15.05	Roadway and Miscellaneous Design (35% PS&E	36.0	24.0	320.0	1,696.0		824.0																			2,900.0					
14	3.205	Permits & Agreements																									0.0					
15	3.205.05	Determine Required Permits	28.0		22.0	108.0		214.0																			372.0					
16	3.205.10	Obtain Permits																									0.0					
17	3.220	Perform Right-Of-Way Engineering																									0.0					
18	3.220.05	Existing Land Net																									0.0					
19	3.220.10	Preparation of Land Net Map																									0.0					
20	3.220.15	Right-Of-Way Maps (Right-Of-Way Requirements)																					40.0	142.0			182.0					
21	3.220.20	Right-Of-Way Acquisition Documents																					20.0	72.0			92.0					
22	3.230	Prepare Highway Draft Plans, Specifications, and Estimates (65% and 95% PS&E)																									0.0					
23	3.230.05	Draft Highway Plans																									0.0					
24	3.230.05.05	Title Sheet	2.0	2.0	4.0	12.0		24.0																			44.0					
25	3.230.05.10	Typical Sections	18.0	14.0	204.0	324.0		376.0																			936.0					
26	3.230.05.15	Key Map and Line Inde	4.0	8.0	12.0	12.0		14.0																			50.0					
27	3.230.05.20	Layouts	18.0	14.0	256.0	624.0		664.0																			1,576.0					
28	3.230.05.25	Profiles & Super-elevation Diagrams	40.0	14.0	524.0	716.0		432.0																			1,726.0					
29	3.230.05.30	Construction Details	64.0	14.0	432.0	772.0		644.0																			1,926.0					
30	3.230.05.35	Contour Grading	36.0	14.0	324.0	464.0		434.0																			1,272.0					
31	3.230.05.45	Soundwalls	18.0	14.0	116.0	288.0		224.0																			660.0					
32	3.230.05.50	Retaining Walls - Standard	40.0	14.0	128.0	710.0		110.0																			1,002.0					
33	3.230.05.55	Revised Standard Plans	20.0	14.0	36.0	8.0		14.0																			92.0					
34	3.230.05.55	Vendor Drawings	4.0	14.0	8.0	8.0		12.0																			46.0					
35	3.230.20	Transportation Management Plan (TMP) (Operational Analysis for Detours	14.0															54.0	174.0								242.0					
36	3.230.25	Utility Plans	14.0	14.0	60.0	164.0		588.0																			840.0					
37	3.230.35	Draft Highway Specifications	56.0				124.0																				180.0					
38	3.230.40	Draft Highway Quantities and Estimates	56.0		144.0	428.0														40.0	108.0						776.0					
39	3.230.55	Structures Draft PS&E Incorporation	14.0	8.0	56.0	122.0		200.0																			400.0					
40	3.230.60	Updated Storm Water Data Report	14.0					140.0																			140.0					
41	3.230.70	Updated Hydraulics Report																		196.0	428.0						0.0					
42	3.230.80	Geotechnical Design Report																									0.0					
43	3.230.80	Updated Materials Report																									0.0					
44	3.240	Prepare Structural Draft Plans, Specifications, and Estimates																									0.0					
45	3.240.60	Hydraulics Report	28.0																								28.0					
46	3.240.65	Preliminary Foundation Report	28.0																			86.0	32.0				2,096.0					
47	3.240.70	Subsurface Exploration and Other Field Studiet	28.0																								674.0					
48	3.240.75	Draft Structural Plans	28.0																								28.0					
49	3.240.75	Retaining Walls - Special Design	24.0																								5,838.0					
50	3.240.80	Foundation Report	28.0																			116.0	66.0				7,590.0					
51	3.255	Prepare Final PS&E Package																									0.0					
52	3.255.20	Final District PS&E Package	72.0	24.0	120.0	216.0		250.0					84.0	330.0	640.0	440.0			196.0	232.0							2,604.0					
53	3.255.40	Resident Engineer File and Supplemental Material:			40.0	40.0																					80.0					
54	3.260	Contract Bid Documents Ready to List																									0.0					
55	3.260-1	Draft Contract	18.0		40.0	80.0																					138.0					
56	5.270	Construction Engineering - Technical Support																									0.0					
57	5.270	Construction Engineering - Technical Support	56.0		106.0	124.0				88.0				88.0				88.0		72.0							622.0					
58	6.295	Accept Contract/Prepare Final Construction Estimate and Final Report																									0.0					
59	6.295	Accept Contract/Prepare Final Construction Estimate and Final Report	18.0		60.0	60.0		140.0																				278.0				
Total Hours			1,884.0	270.0	3,582.0	8,196.0	124.0	6,912.0	322.0	1,338.0	3,150.0	5,254.0	204.0	1,396.0	2,776.0	3,020.0	214.0	550.0	544.0	768.0	282.0	98.0	60.0	214.0	340.0		41,498.0					

[illegible]

Other Direct Costs			
Other Direct Costs	RATE	NUMBER	COST
Mileage	\$ 0.59	20,000.0	\$11,700.00
Per Diem (Hotel, Meals, Incidentals)	\$ 200.00	50	\$10,000.00
Total Travel/Mileage Costs			\$21,700.00
Travel/Vehicle Rental Supplies (Geotechnical)	\$ 20,000.00	1	\$20,000.00
Survey Equipment Recovery		1	\$0.00
Title Reports (15 parcels)		1	\$0.00
Traffic Management (8 days)		1	\$0.00
Total Equipment Rental and Supplies			\$20,000.00
Reproduction			\$0.00
- Black/White 8.5x11	\$ 2,500.00	1.0	\$2,500.00
- Black/White 11x17	\$ 2,500.00	1.0	\$2,500.00
- Color 11x17			\$0.00
- Color 8.5x11			\$0.00
FedEx Box Shipment (Overnight)	\$ 1,000.00	1.0	\$1,000.00
FedEx Envelope Shipment (Overnight)	\$ 1,000.00	1.0	\$1,000.00
CADD Plots			\$0.00
- Black/White			\$0.00
- Color			\$0.00
Insurance for contract			\$0.00
Total Permit Fees, Plan Sheets, Test Holes (each, Etc.)			\$7,000.00
Total Other Direct Costs (rounded)			\$48,700.00

Cost/Price Form for Cost Plus Fixed Fee RFP
I-10 Express Lanes Contract 2 Plans, Specifications, and Estimates

Consultant Kleinfelder, IncContract No. 22-1002722Date 04/29/2022

Direct Labor Classification/Title	Key Personnel	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Technician	Michael Sargent*	0	34.49	34.49	\$34.49	\$0.00
Staff Professional I/II	Quyen Vo*, Alex Jang*, Homar Colin*, Mason Dossey*, Roas Zheng Lu*, Stefan Birardi*	125	26.45	35.58	\$31.02	\$3,877.50
Project Professional	Lindsey Dandridge-Perry*, Thomas Leung*, Chris Noland*, Janet Patay*, Miriam Stein*, Jason Williams*, Rich Stevenson*, Jeremiah Stock, Wesley Willow*	1,065	37.35	60.00	\$48.68	\$51,844.20
Principal Professional	John Donatucci, Sam Bailey, Jeff Rex, Liz Simmons	231	63.59	84.16	\$73.88	\$17,066.28
Senior Principal Professional	Tom Sardo, Jim Frost, Bill Golightly, Michael Foster, Mark Peabody, Jenny Meyer	426	93.75	138.66	\$116.21	\$49,505.46
Project Manager	Travis Meier*, Erick Monzon*, Jake Lippman*	0	48.08	56.49	\$52.29	\$0.00
Senior Project Manager	Mark Pate	57	79.00	79.00	\$79.00	\$4,503.00
Designer/Drafter	Dean Fahrney, Rachel Alvarez	331	35.61	38.67	\$37.14	\$12,293.34
Senior Project Controls Professional	Shari Ramos, Joyce Hua	120	31.50	42.07	\$36.79	\$4,414.80
Administrator	Patty Wissell	171	41.60	41.60	\$41.60	\$7,113.60
Project Administrator	Miki Muramoto	104	34.00	34.00	\$34.00	\$3,536.00
Senior Structural Engineer	Sami Megally, Keith Gazaway	360	84.00	100.00	\$92.00	\$33,120.00
PW - Field	Field Soils and Material Tester	0	70.00	80.00	\$75.00	\$0.00

2,990

Labor Costs

a) Subtotal Direct Labor Costs	\$	\$187,274.18
b) Anticipated Salary Increases (see page 2 for sample)	\$	6,863.53
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$	194,137.71

Fringe Benefits

d) Fringe Benefits (Rate <u>0.000%</u> %)	e) Total Fringe Benefits [(c)x(d)]	\$	-
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Indirect Costs

f) Overhead (Rate <u>154.970%</u> %)	g) Overhead [(c)x (f)]	\$	300,855.21
h) General and Administrative (Rate <u>0.000%</u> %)	i) Gen & Admin [(c) x (h)]	\$	-
j) Total Indirect Costs [(g)+(i)]		\$	300,855.21

Fixed Fee (Profit)

n) (Rate <u>8.50%</u> %)	k) Fixed fee [(c) + (e) + (j)] x (n)	\$	42,074.40
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Total Loaded Labor Costs

537,067.32

Other Direct Costs (ODC)

l) Travel/ Mileage Costs (supported by consultant actual costs)	\$	\$4,040.00
m) Equipment Rental and Supplies (itemize)	\$	\$1,500.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.)	\$	\$10,000.00
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	\$	

p) Total Other Direct Costs [(l) + (m) + (n) + (o)]	\$	15,540.00
Total cost [(c) + (e) + (j) + (k) + (p)]	\$	552,607.32

Notes:

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

Consultant Kleinfelder, Inc Contract No. 22-1002722 Date 04/29/2022

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

Direct Labor Subtotal Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5year Contract Duration
\$ 187,274.18 /	2990 =	\$ 62.63	Year 1 avg Hourly rate

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

	Average hourly rate	Proposed Escalation			
Year 1	\$ 62.63 +	4%	=	\$ 65.14	Year 2 Avg Hourly Rate
Year 2	\$ 65.14 +	4%	=	\$ 67.75	Year 3 Avg Hourly Rate
Year 3	\$ 67.75 +	4%	=	\$ 70.46	Year 4 Avg Hourly Rate
Year 4	\$ 70.46 +	4%	=	\$ 73.28	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each year	Total Hours Per Cost Proposal	Total Hours per Year	
Year 1	40.0% *	2990 =	1196.0	Estimated Hours Year 1
Year 2	40.0% *	2990 =	1196.0	Estimated Hours Year 2
Year 3	10.0% *	2990 =	299.0	Estimated Hours Year 3
Year 4	10.0% *	2990 =	299.0	Estimated Hours Year 4
Year 5	0.0% *	2990 =	0.0	Estimated Hours Year 5
Total	100.0%	Total =	2990	

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

	Avg Hourly Rate (Calculated above)	Estimated hours (Calculated above)	Cost Per Year	
Year 1	\$ 62.63 *	1196.0 =	\$ 74,905.48	Estimated Hours Year 1
Year 2	\$ 65.14 *	1196.0 =	\$ 77,907.44	Estimated Hours Year 2
Year 3	\$ 67.75 *	299.0 =	\$ 20,257.25	Estimated Hours Year 3
Year 4	\$ 70.46 *	299.0 =	\$ 21,067.54	Estimated Hours Year 4
Year 5	\$ 73.28 *	0.0 =	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =			\$ 194,137.71	
Direct Labor Subtotal before Escalation =			\$ 187,274.18	
Estimated Total of Direct Labor Salary Increase =			\$ 6,863.53	Transferred to page 1

Notes:

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

Contract: 22-1002722

Date: 04/29/2022

Detail Sheet																
Task Description			Consultant													
I-10 Express Lanes Contract 2 PS&E			Kleinfelder, Inc													
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	AI
Row	WBS Number	Drawing or Item of Work - Titles	Technician	Staff Professional III	Project Professional	Principal Professional	Senior Principal Professional	Project Manager	Senior Project Manager	Designer/Drafter	Senior Project Controls Professional	Administrator	Project Administrator	Senior Structural Engineer	PW - Field	Total Hours
42	3.235.10	Detailed Site Investigation for Hazardous Waste		48.0	173.0	48.0	67.0		10.0	24.0	19.0	24.0	2.0			415.0
43	3.325.10.05	Right of Permit for Hazardous Site Investigations			62.0		19.0		5.0	10.0	10.0	10.0	2.0			118.0
44	3.325.10.10	Detailed Hazardous Waste Site Investigation			504.0		206.0		10.0	230.0	53.0	96.0	48.0			1,147.0
45	3.325.15	Hazardous Waste Management Plan			216.0	96.0	86.0		10.0	24.0	19.0	10.0	48.0			509.0
46	3.325.20	Hazardous Waste PS&E		29.0	110.0	29.0	38.0		10.0	19.0	14.0	19.0	2.0			270.0
47	3.325.25	Hazardous Waste Clean-Up		48.0		58.0	10.0		10.0	24.0	5.0	10.0	2.0			167.0
48	3.230.99	Other Draft PS&E Products							2.0			2.0		360.0		364.0
Total Hours			0.0	125.0	1,065.0	231.0	426.0	0.0	57.0	331.0	120.0	171.0	104.0	360.0	0.0	2,990.0

Attachment: 22-1002722 Exhibit B (8561 : Interstate 10 Corridor Freight and Express Lane Project -

Date: 04/29/2022

Detail Sheet

Task Description		Consultant																																															
I-10 Express Lanes Contract 2 PS&E		Kiewit, Inc.																																															
A	B	D	D1	E	E1	F	F1	G	G1	H	H1	I	I1	J	J1	K	K1	L	L1	M	M1	N	N1	O	O1	P	P1	A1	AJ	AK	AL	AM																	
Row	WBS Number	Professional	Professional	Senior Professional	Senior Professional	Project Manager	Project Manager	Project Manager	Project Manager	Senior Project Manager	Senior Project Manager	Project Manager	Project Manager	Senior Project Manager	Senior Project Manager	Days/Project	Days/Project	Senior Project Manager	Senior Project Manager	Days/Project	Days/Project	Senior Project Manager	Senior Project Manager	Senior Project Manager	Senior Project Manager	Senior Project Manager	Senior Project Manager	Senior Project Manager	Senior Project Manager	Senior Project Manager	Senior Project Manager	Senior Project Manager	Senior Project Manager	Senior Project Manager															
42	3.2320.10	Detailed Site Investigation for Hazardous Waste	0.0	-	48.0	1,488.96	173.0	\$	8,421.64	48.0	\$	3,546.24	67.0	\$	7,786.07	0.0	-	10.0	\$	790.00	24.0	\$	891.36	19.0	\$	699.01	24.0	\$	999.40	2.0	\$	68.00	0.0	-	0.0	\$	-	24,688.68	\$	39,281.81	\$	68,302.14	\$	79,805.36					
43	3.2320.10.05	Right of Permit for Hazardous Site Investigations	0.0	-	0.0	-	62.0	\$	3,018.15	0.0	\$	-	15.0	\$	2,207.99	0.0	-	5.0	\$	365.00	10.0	\$	371.40	10.0	\$	367.50	10.0	\$	416.00	2.0	\$	68.00	0.0	-	0.0	\$	-	6,844.45	\$	10,606.84	\$	1,483.30	\$	19,934.65	\$	19,628.60			
44	3.2320.10.10	Detailed Hazardous Waste Site Investigation	0.0	-	0.0	-	504.0	\$	24,534.72	0.0	\$	-	206.0	\$	23,839.26	0.0	-	10.0	\$	790.00	230.0	\$	8,542.20	53.0	\$	1,949.87	96.0	\$	3,959.60	48.0	\$	1,632.00	0.0	-	0.0	\$	-	65,381.65	\$	121,321.84	\$	14,169.81	\$	180,873.40	\$	187,502.34			
45	3.2325.15	Hazardous Waste Management Plan	0.0	-	0.0	-	216.0	\$	10,514.88	0.0	\$	-	7,095.48	86.0	\$	9,994.06	0.0	-	10.0	\$	790.00	24.0	\$	891.36	19.0	\$	699.01	10.0	\$	416.00	0.0	-	0.0	\$	-	32,029.79	\$	49,657.67	\$	6,941.87	\$	88,608.00	\$	91,855.45					
46	3.2325.20	Hazardous Waste PS&E	0.0	-	20.0	\$	899.58	10.0	\$	5,354.85	29.0	\$	2,142.52	10.0	\$	4,715.88	0.0	-	10.0	\$	790.00	19.0	\$	776.16	19.0	\$	615.08	19.0	\$	790.40	2.0	\$	68.00	0.0	-	0.0	\$	-	15,682.00	\$	24,302.64	\$	3,398.87	\$	44,973.54				
47	3.2325.25	Hazardous Waste Clean-Up	0.0	-	48.0	1,488.96	173.0	\$	8,421.64	48.0	\$	3,546.24	67.0	\$	7,786.07	0.0	-	10.0	\$	790.00	24.0	\$	891.36	19.0	\$	699.01	24.0	\$	999.40	2.0	\$	68.00	0.0	-	0.0	\$	-	24,688.68	\$	39,281.81	\$	68,302.14	\$	79,805.36					
48	3.2330.99	Other Draft PS&E Products	0.0	-	0.0	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	-	2.0	\$	158.00	0.0	\$	-	0.0	\$	-	2.0	\$	83.20	0.0	-	0.0	\$	-	33,361.20	\$	51,699.85	\$	7,230.19	\$	92,291.24	\$	95,873.68						
Total Hours		0.0	-	128.0	\$	3,877.50	1,065.0	\$	51,844.20	231.0	\$	17,066.28	426.0	\$	49,855.46	0.0	-	27.0	\$	4,903.50	331.0	\$	12,293.34	120.0	\$	4,414.80	171.0	\$	7,113.60	104.0	\$	3,536.00	360.0	\$	33,120.00	0.0	-	0.0	\$	-	187,274.18	\$	290,218.80	\$	40,586.90	\$	518,079.88	\$	537,067.32

Other Direct Costs			
Other Direct Costs	RATE	NUMBER	COST
Mileage	\$ 0.80	4,800.0	\$3,840.00
Parking	\$ 20.00	10.0	\$200.00
Total Travel/Mileage Costs			\$4,040.00
Drilling	\$ -	1.0	\$0.00
Surveyor	\$ -	1.0	\$0.00
Geophysical-Utility Locator	\$ -	1.0	\$0.00
Equipment Rental (XRF, PID, GPS, Hand Auger)	\$ -	1.0	\$0.00
Soil Disposal (no-RCRA)	\$ -	1.0	\$0.00
WBS 3.325.10.10 - PPE	\$ 25.00	60.0	\$1,500.00
Disposable Field Supplies (Drums, Bottle Ware, Ice, etc.)	\$ -	1.0	\$0.00
Analytical Laboratory	\$ -	1.0	\$0.00
Total Equipment Rental and Supplies			\$1,500.00
Reproduction			\$0.00
- Black/White 8.5x11			\$0.00
- Black/White 11x17			\$0.00
- Color 11x17			\$0.00
- Color 8.5x11			\$0.00
FedEx Box Shipment (Overnight)			\$0.00
FedEx Envelope Shipment (Overnight)			\$0.00
CADD Plots			\$0.00
- Black/White			\$0.00
- Color			\$0.00
Insurance for contract			\$0.00
WBS 3.325.10.10 - EDR Report (ISA Data Search)	\$ 10,000.00	1.0	\$10,000.00
Total Permit Fees, Plan Sheets, Test Holes (each, Etc.)			\$10,000.00
Total Other Direct Costs (rounded)			\$15,540.00

Cost/Price Form for Cost Plus Fixed Fee RFP
I-10 Express Lanes Contract 2 Plans, Specifications, and Estimates

Consultant Moffatt & NicholContract No. 22-1002722Date 04/29/2022

Direct Labor Classification/Title	Key Personnel	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Structural Lead	Alaedin Moubayed	2,226	121.51	121.51	\$121.51	\$270,481.26
Structural QA/QC	Varies	640	84.56	101.12	\$92.84	\$59,417.60
Senior Structural Engineer	Varies	2,604	81.00	92.92	\$86.96	\$226,478.62
Project Structural Engineer	Varies	6,632	68.83	76.01	\$72.42	\$480,303.92
Assistant Structural Engineer	Varies	8,607	44.55	59.05	\$51.80	\$445,842.60
Structural CAD	Varies	10,980	28.08	72.31	\$50.19	\$551,086.20
Rail Lead	Sam Mansour	497	131.55	131.55	\$131.55	\$65,354.04
Senior Rail Engineer	Varies	694	72.94	72.94	\$72.94	\$50,649.54
Rail CAD	Varies	394	38.19	49.27	\$43.73	\$17,212.13
Hydraulics Lead	Weixia Jin	286	105.84	105.84	\$105.84	\$30,312.58
Hydraulics Engineer/Scientist III	Varies	458	65.45	70.09	\$67.77	\$31,011.55
Hydraulics Engineer/Scientist I	Bryce Corlet	517	51.61	51.61	\$51.61	\$26,672.05
Drainage QA/QC	Goska Nichol	98	118.80	118.80	\$118.80	\$11,594.88
Drainage Lead	Jeremy Patapoff	1,965	79.70	79.70	\$79.70	\$156,594.56
Drainage Engineer V	Jared Benard	483	72.69	72.69	\$72.69	\$35,123.81
Drainage Engineer II	Varies	6,221	44.28	48.60	\$46.44	\$288,893.95
Project Controls	Veronica Chocholek	130	52.28	52.28	\$52.28	\$6,796.40

Labor Costs

a) Subtotal Direct Labor Costs	\$ 2,753,825.69
b) Anticipated Salary Increases (see page 2 for sample)	\$ 117,524.25
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$ 2,871,349.94

Fringe Benefits

d) Fringe Benefits (Rate <u> </u> %)	e) Total Fringe Benefits [(c)x(d)]	\$ -
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Indirect Costs

f) Overhead (Rate <u>160.000%</u> %)	g) Overhead [(c)x (f)]	\$ 4,594,159.90
h) General and Administrative (Rate <u> </u> %)	i) Gen & Admin [(c) x (h)]	\$ -
j) Total Indirect Costs [(g)+(i)]		\$ 4,594,159.90

Fixed Fee (Profit)

n) (Rate <u>8.50%</u> %)	k) Fixed fee [(c) + (e) + (j)] x (n)	\$ 634,568.34
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Total Loaded Labor Costs

8,100,078.18

Other Direct Costs (ODC)

l) Travel/ Mileage Costs (supported by consultant actual costs)	\$ 28,336.00
m) Equipment Rental and Supplies (itemize)	\$ 0.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.)	\$ 40,701.00
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	\$

p) Total Other Direct Costs [(l) + (m) + (n) + (o)]	\$ 69,037.00
Total cost [(c) + (e) + (j) + (k) + (p)]	\$ 8,169,115.18

Notes:

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

Consultant Moffatt & Nichol

Contract No. 22-1002722

Date 04/29/2022

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

Direct Labor Subtotal Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5year Contract Duration
\$ 2,753,825.69 /	43431.6 =	\$ 63.41	Year 1 avg Hourly rate

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

	Average hourly rate	Proposed Escalation			
Year 1	\$ 63.41 +	4%	=	\$ 65.95	Year 2 Avg Hourly Rate
Year 2	\$ 65.95 +	4%	=	\$ 68.59	Year 3 Avg Hourly Rate
Year 3	\$ 68.59 +	4%	=	\$ 71.33	Year 4 Avg Hourly Rate
Year 4	\$ 71.33 +	4%	=	\$ 74.18	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each year	Total Hours Per Cost Proposal	Total Hours per Year	
Year 1	30.0%	43431.6	13029.5	Estimated Hours Year 1
Year 2	35.0%	43431.6	15201.1	Estimated Hours Year 2
Year 3	35.0%	43431.6	15201.1	Estimated Hours Year 3
Year 4		43431.6	0.0	Estimated Hours Year 4
Year 5		43431.6	0.0	Estimated Hours Year 5
Total	100.0%	Total	43431.6	

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

	Avg Hourly Rate (Calculated above)	Estimated hours (Calculated above)	Cost Per Year	
Year 1	\$ 63.41 *	13029.5	= \$ 826,199.33	Estimated Hours Year 1
Year 2	\$ 65.95 *	15201.1	= \$ 1,002,509.91	Estimated Hours Year 2
Year 3	\$ 68.59 *	15201.1	= \$ 1,042,640.71	Estimated Hours Year 3
Year 4	\$ 71.33 *	0.0	= \$ -	Estimated Hours Year 4
Year 5	\$ 74.18 *	0.0	= \$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =			\$ 2,871,349.94	
Direct Labor Subtotal before Escalation =			\$ 2,753,825.69	
Estimated Total of Direct Labor Salary Increase =			\$ 117,524.25	Transferred to page 1

Notes:

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

Contract: 22-1002722

Date: 04/29/2022

Detail Sheet

Task Description			Consultant																	
I-10 Express Lanes Contract 2 PS&E			Moffatt & Nichol																	
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	AI
Row	WBS Number	Drawing or Item of Work - Titles	Structural Lead	Structural QA/QC	Senior Structural Engineer	Project Structural Engineer	Assistant Structural Engineer	Structural CAD	Rail Lead	Senior Rail Engineer	Rail CAD	Hydraulics Lead	Hydraulics Engineer/Scientist III	Hydraulics Engineer/Scientist I	Drainage QA/QC	Drainage Lead	Drainage Engineer V	Drainage Engineer II	Project Controls	Total Hours
1	3.100.15	Project Management																		0.0
2	3.100.15	Project Management	624.0		468.0	234.0			144.0	172.8		64.0	48.0			28.8				1,783.6
3	3.100.15-1	Coordination and Meetings	108.0		0.0	0.0			12.0	24.0										144.0
4	3.100.15-2	Administration																	72.0	72.0
5	3.180	Prepare Environmental Revalidation and Supplemental Project Report																		0.0
6	3.180	Prepare Environmental Revalidation and Supplemental Project Report							3.2	4.8										8.0
7	3.185	Prepare Base Maps and Plan Sheets																		0.0
8	3.185.05	Updated Project Information																		0.0
9	3.185.10	Engineering and Photogrammetric Surveys																		0.0
10	3.205	Permits & Agreements																		0.0
11	3.205.05	Determine Required Permits							19.2	25.6	16.0									60.8
12	3.205.05A	Data Collection & As-built Review	56.0			80.0														136.0
13	3.205.10	Obtain Permits																		0.0
14	3.205.15	Construction and Maintenance Agreements							115.2	153.6	76.8									345.6
15	3.205.15	CPUC GO 88-B authorization requests							57.6	57.6	57.6									172.8
16	3.205.15	CPUC Field Diagnostic Mtgs							19.2	16.0	16.0									51.2
17	3.205.15	Design submittals [Concept (type selection); 30%; 60%; Final] to UPRR							25.6	38.4	0.0									64.0
18	3.205.15	Obtain Right of Entry Permits for Geotech Investigations							6.4	12.8	38.4									57.6
19	3.205.15	Obtain Right of Entry Permits for Surveying: I-15 to Pepper Ave.							3.2	6.4	6.4									16.0
20	3.205.15	Coordination with Impacted Utilities							72.0	144.0	144.0									360.0
21	3.205.15	Coordination with A.C.T. regarding design schedule and construction schedule							19.2	38.4	38.4									96.0
22	3.220	Perform Right-Of-Way Engineering																		0.0
23	3.220.05	Existing Land Net																		0.0
24	3.220.10	Preparation of Land Net Map																		0.0
25	3.220.15	Right-Of-Way Maps																		0.0
26	3.220.20	Right-Of-Way Acquisition Documents																		0.0
27	3.230	Prepare Highway Draft Plans, Specifications, and Estimates																		0.0
28	3.230.05	Draft Highway Plans													38.4	1,056.0	249.6	3,416.0	40.0	4,800.0
29	3.230.20	Transportation Management Plan (TMP)																		0.0
30	3.230.35	Draft Highway Specifications																		0.0
31	3.230.40	Draft Highway Quantities and Estimates															12.8	99.2		112.0
32	3.230.60	Updated Storm Water Data Report																		0.0
33	3.230.70	Updated Hydraulics Report										48.0	72.0	108.8	19.2	636.8	32.0	1,161.6	8.0	2,086.4
34	3.230.80	Geotechnical Design Report																		0.0
35	3.230.80	Updated Materials Report																		0.0
36	3.240	Prepare Structural Draft Plans, Specifications, and Estimates																		0.0
37	3.240.60	Hydraulics Report										174.4	337.6	408.0					10.0	930.0
38	3.240.65	Preliminary Foundation Report																		0.0
39	3.240.70	Subsurface Exploration and Other Field Studies																		0.0
40	3.240.75	Draft Structural Plans	757.3	392.0	1,397.8	3,636.9	6,784.7	5,820.8												18,789.5
41	3.240.75	Type Selection Meetings & Approval	36.0		40.0	82.0	72.0	144.0												374.0
	3.240.75	Type Selection Bridge (35% Plan & Preliminary Calcs including seismic)																		
	3.240.75	Study As-built Plans																		
	3.240.75	Prepare Type Selection Report																		
	3.240.75	Prepare Seismic Strategy Study																		
	3.240.75	Review Foundation Report																		
42	3.240.75	Start Preparation of 35% Plan	258.4	155.0	496.2	695.6	1,165.6	2,616.4												5,387.2
43	3.240.80	Foundation Report																		0.0
44	3.255	Prepare Final PS&E Package																		0.0
45	3.255.20	Final District PS&E Package	102.3	93.0	184.4	337.7	512.7	1,354.8							32.0	224.0	144.0	1,052.8		4,037.7
46	3.255.40	Resident Engineer File and Supplemental Materials	50.0			108.0	72.0	180.0												410.0
47	3.260	Contract Bid Documents Ready to List																		0.0
48	3.260-1	Draft Contract																		0.0
49	5.270	Construction Engineering - Technical Support																		0.0
50	5.270	Construction Engineering - Technical Support	234.0		18.0	1,458.0		864.0							8.0	19.2	44.8	491.2		3,137.2
51	6.295	Accept Contract/Prepare Final Construction Estimate and Final Report																		0.0
52	6.295	Accept Contract/Prepare Final Construction Estimate and Final Report																		0.0
		Total Hours	2,226.0	640.0	2,604.4	6,632.2	8,607.0	10,980.0	496.8	694.4	393.6	286.4	457.6	516.8	97.6	1,964.8	483.2	6,220.8	130.0	43,431.6

Contract: 22-1002722			Date: 04/29/2022			Detail Sheet																																		
Task Description			Consultant																																					
I-10 Express Lanes Contract 2 PS&E			Moffatt & Nichol																																					
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	AF									
Row	WBS Number	Drawing or Item of Work - Titles	Structural Lead	Structural CAD	Structural Engineer	Senior Structural Engineer	Structural Engineer	Structural Engineer	Structural Engineer	Structural Engineer	Structural Engineer	Structural Engineer	Structural Engineer	Structural Engineer	Structural Engineer	Structural Engineer	Structural Engineer	Structural Engineer	Structural Engineer	Structural Engineer	Structural Engineer	Structural Engineer	Structural Engineer	Structural Engineer	Structural Engineer	Structural Engineer	Structural Engineer	Structural Engineer	Structural Engineer	Structural Engineer	Structural Engineer									
1	3.100.15	Project Management	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$									
2	3.100.15	Project Management	624.0 \$	75,822.24	0.0 \$	-	468.0 \$	40,697.28	234.0 \$	16,846.28	0.0 \$	-	0.0 \$	-	144.0 \$	18,943.20	172.8 \$	12,604.03	0.0 \$	-	64.0 \$	6,773.76	48.0 \$	3,252.96	0.0 \$	-	0.0 \$	-	28.8 \$	2,295.36	0.0 \$									
3	3.100.15-1	Coordination and Meetings	168.0 \$	13,123.08	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	12.0 \$	1,576.80	24.0 \$	1,750.56	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$									
4	3.100.15-2	Administration	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$									
5	3.180	Prepare Environmental Reevaluation and Supplemental Project Report	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$									
6	3.180	Prepare Environmental Reevaluation and Supplemental Project Report	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$									
7	3.185	Prepare Base Maps and Plan Sheets	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$									
8	3.185.05	Updated Project Information	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$									
9	3.185.10	Engineering and Photogrammetric Surveys	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$									
10	3.205	Permits & Agreements	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$									
11	3.205.05	Determine Required Permits	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$									
12	3.205.05A	Data Collection & As-built Review	56.0 \$	6,804.56	0.0 \$	-	80.0 \$	5,793.60	0.0 \$	-	0.0 \$	-	0.0 \$	-	19.2 \$	2,525.76	25.6 \$	1,867.26	16.0 \$	699.68	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$									
13	3.205.10	Obtain Permits	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$									
14	3.205.15	Construction and Maintenance Agreements	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	115.2 \$	15,154.56	153.6 \$	11,203.58	78.8 \$	3,358.48	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$									
15	3.205.15	CPLC GO 88-B authorization requests	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	57.6 \$	7,577.28	57.6 \$	4,201.34	57.6 \$	2,518.88	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$									
16	3.205.15	CPLC Field Diagnostic Maps	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	19.2 \$	2,525.76	16.0 \$	1,167.04	16.0 \$	699.68	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$									
17	3.205.15	Design submittals (Concept (type selection), 30%, 60%, Final) to UPRR	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	25.6 \$	3,367.68	38.4 \$	2,801.80	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$									
18	3.205.15	Obtain Right of Entry Permits for Geotech Investigations	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	8.4 \$	841.92	12.8 \$	933.83	38.4 \$	1,678.23	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$									
19	3.205.15	Obtain Right of Entry Permits for Surveying: I-15 to Pepper Ave.	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	3.2 \$	420.96	6.4 \$	466.82	6.4 \$	279.97	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$									
20	3.205.15	Coordination with impacted Utilities	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	72.0 \$	9,471.60	144.0 \$	10,563.36	144.0 \$	6,297.12	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$									
21	3.205.15	Coordination with A.C.T. regarding design schedule and construction schedule	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	19.2 \$	2,525.76	38.4 \$	2,801.80	38.4 \$	1,678.23	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$									
22	3.220	Perform Right-Of-Way Engineering	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$									
23	3.220.05	Existing Land Use	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$									
24	3.220.10	Preparation of Land Use Map	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$									
25	3.220.15	Right-Of-Way Maps	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$									
26	3.220.20	Right-Of-Way Acquisition Documents	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$									
27	3.230	Prepare Highway Draft Plans, Specifications, and Estimates	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$									
28	3.230.05	Draft Highway Plans	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$									
29	3.230.20	Transportation Management Plan (TMP)	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$									
30	3.230.35	Draft Highway Specifications	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$									
31	3.230.40	Draft Highway Quantities and Estimates	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$									
32	3.230.50	Updated Storm Water Data Report	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$									
33	3.230.70	Updated Hydraulics Report	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$									
34	3.230.80	Geotechnical Design Report	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$									
35	3.230.80	Updated Materials Report	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$									
36	3.240	Prepare Structural Draft Plans, Specifications, and Estimates	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$									
37	3.240.60	Hydraulics Report	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$									
38	3.240.65	Preliminary Foundation Report	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$									
39	3.240.70	Subsurface Exploration and Other Field Studies	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$	-	0.0 \$									
40	3.240.75	Draft Structural Plans	757.3 \$	92,919.52	392.0 \$	36,393.28	1,397.8 \$	121,552.69	3,636.9 \$	263,384.30																														

Other Direct Costs			
Other Direct Costs	RATE	NUMBER	COST
Mileage	\$ 0.59	41,600.0	\$24,336.00
Airfare	\$ 400.00	10.0	\$4,000.00
Total Travel/Mileage Costs			\$28,336.00
Total Equipment Rental and Supplies			\$0.00
Reproduction			\$0.00
- Black/White 8.5x11	\$ 0.10	217,500.0	\$21,750.00
- Black/White 11x17	\$ 0.30	15,080.0	\$4,524.00
- Color 11x17			\$0.00
- Color 8.5x11			\$0.00
FedEx Box Shipment (Overnight)	\$ 25.00	120.0	\$3,000.00
Postage	\$ 4.05	240.0	\$972.00
Special Delivery	\$ 40.00	120.0	\$4,800.00
CADD Plots			\$0.00
- Velums	\$ 2.50	2,262.0	\$5,655.00
Insurance for contract			\$0.00
Total Permit Fees, Plan Sheets, Test Holes (each, Etc.)			\$40,701.00
Total Other Direct Costs (rounded)			\$69,037.00

Cost/Price Form for Cost Plus Fixed Fee RFP
I-10 Express Lanes Contract 2 Plans, Specifications, and Estimates

Consultant Morrow ManagementContract No. 22-1002722Date 04/29/2022

Direct Labor Classification/Title	Key Personnel	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Principal	Scott Morrow	55	225.00	225.00	\$225.00	\$12,375.00
Project Manager	David Wolff	265	175.00	175.00	\$175.00	\$46,375.00
Designer	Jessica Wilson	80	150.00	150.00	\$150.00	\$12,000.00
Project Coordinator	James Storie	185	125.00	125.00	\$125.00	\$23,125.00
Drafter	Erik Castro	120	85.00	85.00	\$85.00	\$10,200.00

705

Labor Costs

a) Subtotal Direct Labor Costs	\$	\$104,075.00
b) Anticipated Salary Increases (see page 2 for sample)	\$	6,407.31
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$	110,482.31

Fringe Benefits

d) Fringe Benefits (Rate <u>0.000%</u> %)	e) Total Fringe Benefits [(c)x(d)]	\$	-
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Indirect Costs

f) Overhead (Rate <u>5.000%</u> %)	g) Overhead [(c)x (f)]	\$	5,524.12
h) General and Administrative (Rate <u>5.000%</u> %)	i) Gen & Admin [(c) x (h)]	\$	5,524.12
j) Total Indirect Costs [(g)+(i)]		\$	11,048.24

Fixed Fee (Profit)

n) (Rate <u>8.50%</u> %)	k) Fixed fee [(c) + (e) + (j)] x (n)	\$	10,330.10
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Total Loaded Labor Costs131,860.65**Other Direct Costs (ODC)**

l) Travel/ Mileage Costs (supported by consultant actual costs)	\$	\$1,502.50
m) Equipment Rental and Supplies (itemize)	\$	\$0.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.)	\$	\$3,435.00
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	\$	
p) Total Other Direct Costs [(l) + (m) + (n) + (o)]	\$	4,937.50
Total cost [(c) + (e) + (j) + (k) + (p)]	\$	136,798.15

Notes:

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

Attachment: 22-1002722 Exhibit B (8561 : Interstate 10 Corridor Freight and Express Lane Project - Contract 2)

Consultant Morrow Management Contract No. 22-1002722

Date 04/29/2022

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

Direct Labor Subtotal Per Cost Proposal		Total Hours cost Proposal		Avg Hourly Rate	5year Contract Duration
\$ 104,075.00	/	705	=	\$ 147.62	Year 1 avg Hourly rate

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

	Average hourly rate		Proposed Escalation			
Year 1	\$ 147.62	+	4%	=	\$ 153.52	Year 2 Avg Hourly Rate
Year 2	\$ 153.52	+	4%	=	\$ 159.66	Year 3 Avg Hourly Rate
Year 3	\$ 159.66	+	4%	=	\$ 166.05	Year 4 Avg Hourly Rate
Year 4	\$ 166.05	+	4%	=	\$ 172.69	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each year		Total Hours Per Cost Proposal		Total Hours per Year	
Year 1	25.0%	*	705	=	176.3	Estimated Hours Year 1
Year 2	25.0%	*	705	=	176.3	Estimated Hours Year 2
Year 3	25.0%	*	705	=	176.3	Estimated Hours Year 3
Year 4	25.0%	*	705	=	176.3	Estimated Hours Year 4
Year 5	0.0%	*	705	=	0.0	Estimated Hours Year 5
Total	100.0%		Total	=	705	

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

	Avg Hourly Rate (Calculated above)		Estimated hours (Calculated above)		Cost Per Year	
Year 1	\$ 147.62	*	176.3	=	\$ 26,018.03	Estimated Hours Year 1
Year 2	\$ 153.52	*	176.3	=	\$ 27,057.90	Estimated Hours Year 2
Year 3	\$ 159.66	*	176.3	=	\$ 28,140.08	Estimated Hours Year 3
Year 4	\$ 166.05	*	176.3	=	\$ 29,266.31	Estimated Hours Year 4
Year 5	\$ 172.69	*	0.0	=	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =					\$ 110,482.31	
Direct Labor Subtotal before Escalation =					\$ 104,075.00	
Estimated Total of Direct Labor Salary Increase =					\$ 6,407.31	Transferred to page 1

Notes:

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

Contract: 22-1002722

Date: 04/29/2022

Detail Sheet									
Task Description			Consultant						
I-10 Express Lanes Contract 2 PS&E			Morrow Management						
A	B	C	D	E	F	G	H	AI	
Row	WBS Number	Drawing or Item of Work - Titles	Principal	Project Manager	Designer	Project Coordinator	Drafter	Total Hours	
1	3.100.15	Project Management						0.0	
2	3.100.15	Project Management						0.0	
3	3.100.15-1	Coordination and Meetings						0.0	
4	3.100.15-2	Administration						0.0	
5	3.180	Prepare Environmental Revalidation and Supplemental Project Report						0.0	
6	3.180	Prepare Environmental Revalidation and Supplemental Project Report						0.0	
7	3.185	Prepare Base Maps and Plan Sheets (35% PS&E)						0.0	
8	3.185.05	Updated Project Information						0.0	
9	3.185.10	Engineering and Photogrammetric Surveys						0.0	
10	3.185.25.30	Prepare Base Maps and Plan Sheets for PS&E Development	5.0	5.0	40.0	5.0	40.0	95.0	
11	3.200	Utility Relocation Package						0.0	
12	3.200.20	Utility Relocation Package	20.0	120.0	0.0	60.0	40.0	240.0	
13	3.205	Permits & Agreements						0.0	
14	3.205.05	Determine Required Permits	5.0	10.0	0.0	10.0		25.0	
15	3.205.10	Obtain Permits	5.0	10.0	0.0	10.0		25.0	
16	3.220	Perform Right-Of-Way Engineering						0.0	
17	3.220.05	Existing Land Net						0.0	
18	3.220.10	Preparation of Land Net Map						0.0	
19	3.220.15	Right-Of-Way Maps						0.0	
20	3.220.20	Right-Of-Way Acquisition Documents						0.0	
21	3.220.25.95	Perform Right-Of-Way Engineering: Other deeds and documents	10.0	60.0	0.0	40.0	0.0	110.0	
22	3.230	Prepare Highway Draft Plans, Specifications, and Estimates (65% and 95% PS&E)						0.0	
23	3.230.05	Draft Highway Plans (Utility Relocation Coordination	5.0	40.0	20.0	40.0	20.0	125.0	
20	3.230.20	Transportation Management Plan (TMP						0.0	
21	3.230.25.99	Other Draft Utility Plan Products	5.0	20.0	20.0	20.0	20.0	85.0	
22	3.230.35	Draft Highway Specifications						0.0	
23	3.230.40	Draft Highway Quantities and Estimates						0.0	
24	3.230.60	Updated Storm Water Data Report						0.0	
25	3.230.70	Updated Hydraulics Report						0.0	
26	3.230.80	Geotechnical Design Report						0.0	
27	3.230.80	Updated Materials Report						0.0	
28	3.240	Prepare Structural Draft Plans, Specifications, and Estimates						0.0	
29	3.240.60	Hydraulics Report						0.0	
30	3.240.65	Preliminary Foundation Report						0.0	
31	3.240.70	Subsurface Exploration and Other Field Studies						0.0	
32	3.240.75	Draft Structural Plans						0.0	
33	3.240.80	Foundation Report						0.0	
34	3.255	Prepare Final PS&E Package						0.0	
35	3.255.20	Final District PS&E Package						0.0	
36	3.255.40	Resident Engineer File and Supplemental Materials						0.0	
37	3.260	Contract Bid Documents Ready to List						0.0	
38	3.260-1	Draft Contract						0.0	
39	5.270	Construction Engineering - Technical Support						0.0	
40	5.270	Construction Engineering - Technical Support						0.0	
41	6.295	Accept Contract/Prepare Final Construction Estimate and Final Report						0.0	
42	6.295	Accept Contract/Prepare Final Construction Estimate and Final Report						0.0	
Total Hours			55.0	265.0	80.0	185.0	120.0	705.0	

Contract: 22-1002722			Date: 04/29/2022																
Task Description			Consultant																
I-10 Express Lanes Contract 2 PS&E			Morrow Management																
A	B	C	D	\$ D1 225.00	E	\$ E1 175.00	F	\$ F1 150.00	G	\$ G1 125.00	H	\$ H1 85.00	AI	AI1	AJ	AK	AL	AM	
Row	WBS Number	Drawing or Item of Work - Titles	Principal	Principal	Project Manager	Project Manager	Designer	Designer	Project Coordinator	Project Coordinator	Drafter	Drafter	Hours Total	Direct Labor Total	Overhead Cost	Fee	Total Labor Costs	Escalated Total Labor Cost	
1	3.100.15	Project Management	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	
2	3.100.15	Project Management	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	
3	3.100.15-1	Coordination and Meetings	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	
4	3.100.15-2	Administration	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	
5	3.180	Prepare Environmental Revalidation and Supplemental Project Report	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	
6	3.180	Prepare Environmental Revalidation and Supplemental Project Report	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	
7	3.185	Prepare Base Maps and Plan Sheets	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	
8	3.185.05	Updated Project Information	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	
9	3.185.10	Engineering and Photogrammetric Surveys	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	
10	3.185.25.30	Prepare Base Maps and Plan Sheets for PS&E Development	5.0	\$ 1,125.00	5.0	\$ 875.00	40.0	\$ 6,000.00	5.0	\$ 625.00	40.0	\$ 3,400.00	95.0	\$ 12,025.00	\$ 1,202.50	\$ 1,124.34	\$ 14,351.84	\$ 15,235.40	
11	3.200	Utility Relocation Package	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	
12	3.200.20	Utility Relocation Package	20.0	\$ 4,500.00	120.0	\$ 21,000.00	0.0	\$ -	60.0	\$ 7,500.00	40.0	\$ 3,400.00	240.0	\$ 36,400.00	\$ 3,640.00	\$ 3,403.40	\$ 43,443.40	\$ 46,117.97	
13	3.205	Permits & Agreements	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	
14	3.205.05	Determine Required Permits	5.0	\$ 1,125.00	10.0	\$ 1,750.00	0.0	\$ -	10.0	\$ 1,250.00	0.0	\$ -	25.0	\$ 4,125.00	\$ 412.50	\$ 385.69	\$ 4,923.19	\$ 5,226.28	
15	3.205.10	Obtain Permits	5.0	\$ 1,125.00	10.0	\$ 1,750.00	0.0	\$ -	10.0	\$ 1,250.00	0.0	\$ -	25.0	\$ 4,125.00	\$ 412.50	\$ 385.69	\$ 4,923.19	\$ 5,226.28	
16	3.220	Perform Right-Of-Way Engineering	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	
17	3.220.05	Existing Land Net	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	
18	3.220.10	Preparation of Land Net Map	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	
19	3.220.15	Right-Of-Way Maps	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	
20	3.220.20	Right-Of-Way Acquisition Documents	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	
21	3.220.25.95	Perform Right-Of-Way Engineering: Other deeds and documents	10.0	\$ 2,250.00	60.0	\$ 10,500.00	0.0	\$ -	40.0	\$ 5,000.00	0.0	\$ -	110.0	\$ 17,750.00	\$ 1,775.00	\$ 1,659.63	\$ 21,184.63	\$ 22,488.85	
22	3.230	Prepare Highway Draft Plans, Specifications, and Estimates	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	
23	3.230.05	Draft Highway Plans (Utility Relocation Coordination)	5.0	\$ 1,125.00	40.0	\$ 7,000.00	20.0	\$ 3,000.00	40.0	\$ 5,000.00	20.0	\$ 1,700.00	125.0	\$ 17,825.00	\$ 1,782.50	\$ 1,666.64	\$ 21,274.14	\$ 22,583.87	
20	3.230.20	Transportation Management Plan (TMP)	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	
21	3.230.25.99	Other Draft Utiltiy Plan Products	5.0	\$ 1,125.00	20.0	\$ 3,500.00	20.0	\$ 3,000.00	20.0	\$ 2,500.00	20.0	\$ 1,700.00	85.0	\$ 11,825.00	\$ 1,182.50	\$ 1,105.64	\$ 14,113.14	\$ 14,982.01	
22	3.230.35	Draft Highway Specifications	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	
23	3.230.40	Draft Highway Quantities and Estimates	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	
24	3.230.60	Updated Storm Water Data Report	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	
25	3.230.70	Updated Hydraulics Report	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	
26	3.230.80	Geotechnical Design Report	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	
27	3.230.80	Updated Materials Report	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	
28	3.240	Prepare Structural Draft Plans, Specifications, and Estimates	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	
29	3.240.60	Hydraulics Report	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	
30	3.240.65	Preliminary Foundation Report	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	
31	3.240.70	Subsurface Exploration and Other Field Studies	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	
32	3.240.75	Draft Structural Plans	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	
33	3.240.80	Foundation Report	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	
34	3.255	Prepare Final PS&E Package	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	
35	3.255.20	Final District PS&E Package	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	
36	3.255.40	Resident Engineer File and Supplemental Materials	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	
37	3.260	Contract Bid Documents Ready to List	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	
38	3.260-1	Draft Contract	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	
39	5.270	Construction Engineering - Technical Support	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	
40	5.270	Construction Engineering - Technical Support	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	
41	6.295	Accept Contract/Prepare Final Construction Estimate and Final Report	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	
42	6.295	Accept Contract/Prepare Final Construction Estimate and Final Report	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Hours			55.0	\$ 12,375.00	265.0	\$ 46,375.00	80.0	\$ 12,000.00	185.0	\$ 23,125.00	120.0	\$ 10,200.00	705.0	\$ 104,075.00	\$ 10,407.50	\$ 9,731.01	\$ 124,213.51	\$ 131,860.65	

Attachment: 22-1002722 Exhibit B (8561 : Interstate 10 Corridor Freight and Express Lane Project - Contract 2)

Other Direct Costs			
Other Direct Costs	RATE	NUMBER	COST
Mileage	\$ 0.59	2,500.0	\$1,462.50
Parking	\$ 2.00	20.0	\$40.00
Total Travel/Mileage Costs			\$1,502.50
Total Equipment Rental and Supplies			\$0.00
Reproduction			\$0.00
- Black/White 8.5x11	\$ 0.10	250.0	\$25.00
- Black/White 11x17	\$ 0.20	250.0	\$50.00
- Color 11x17	\$ 0.65	250.0	\$162.50
- Color 8.5x11	\$ 0.33	250.0	\$82.50
FedEx Box Shipment (Overnight)	\$ 35.00	18.0	\$630.00
FedEx Envelope Shipment (Overnight)	\$ 20.00	18.0	\$360.00
CADD Plots			\$0.00
- Black/White	\$ 5.50	300.0	\$1,650.00
- Color	\$ 9.50	50.0	\$475.00
Insurance for contract			\$0.00
Total Permit Fees, Plan Sheets, Test Holes (each, Etc.)			\$3,435.00
Total Other Direct Costs (rounded)			\$4,937.50

Cost/Price Form for Cost Plus Fixed Fee RFP
I-10 Express Lanes Contract 2 Plans, Specifications, and Estimates

Consultant PSOMASContract No. 22-1002722Date 04/29/2022

Direct Labor Classification/Title	Key Personnel	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Calif. L.S. Party Chief*		440	58.01	58.01	\$58.01	\$25,524.40
Certified Party Chief*	Greg Valdez, Robert Gould	1,288	57.31	57.31	\$57.31	\$73,815.28
Party Chief*	Jonathan Johnson	440	55.26	55.26	\$55.26	\$24,314.40
Instrument Man*		640	51.86	51.86	\$51.86	\$33,190.40
Chainman*		1,448	51.28	51.28	\$51.28	\$74,253.44
Technical Manager		98	93.84	98.00	\$95.92	\$9,400.16
Sr. Project Manager	Peter Fitzpatrick	1,476	82.39	85.71	\$84.05	\$124,057.80
Project Manager	Sean Smith, Will Estepa	200	72.83	74.20	\$73.52	\$14,704.00
Sr. Project Surveyor III		1,104	61.00	67.27	\$64.14	\$70,810.56
Sr. Project Surveyor II		2,184	57.00	57.29	\$57.15	\$124,815.60
Sr. Project Surveyor I		2,412	52.00	52.50	\$52.25	\$126,027.00
Photo Compiler II		64	39.00	39.00	\$39.00	\$2,496.00
Photo Compiler I		64	29.00	31.00	\$30.00	\$1,920.00
Project Surveyor III		560	49.17	50.00	\$49.59	\$27,770.40
Project Surveyor II		324	44.92	47.51	\$46.22	\$14,975.28
Project Surveyor I		524	41.00	41.00	\$41.00	\$21,484.00
Staff Surveyor III		1,860	37.13	38.56	\$37.85	\$70,401.00
Staff Surveyor II		2,598	34.50	35.00	\$34.75	\$90,280.50
Staff Surveyor I		2,508	30.00	31.20	\$30.60	\$76,744.80
Project Administrator		356	32.70	32.70	\$32.70	\$11,641.20

20,588

Labor Costs

a) Subtotal Direct Labor Costs	\$	\$1,018,626.22
b) Anticipated Salary Increases (see page 2 for sample)	\$	52,892.71
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$	1,071,518.93

Fringe Benefits

d) Fringe Benefits (Rate <u>66.400%</u> %)	e) Total Fringe Benefits [(c)x(d)]	\$	711,488.57
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Indirect Costs

f) Overhead (Rate <u>99.270%</u> %)	g) Overhead [(c)x (f)]	\$	1,063,696.84
h) General and Administrative (Rate <u>0.000%</u> %)	i) Gen & Admin [(c) x (h)]	\$	-
j) Total Indirect Costs [(g)+(i)]		\$	1,063,696.84

Fixed Fee (Profit)

n) (Rate <u>8.50%</u> %)	k) Fixed fee [(c) + (e) + (j)] x (n)	\$	241,969.87
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Total Loaded Labor Costs

3,088,674.21

Other Direct Costs (ODC)

l) Travel/ Mileage Costs (supported by consultant actual costs)	\$	\$585.00
m) Equipment Rental and Supplies (itemize)	\$	\$38,674.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.)	\$	\$28,210.00
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	\$	
p) Total Other Direct Costs [(l) + (m) + (n) + (o)]	\$	67,469.00
Total cost [(c) + (e) + (j) + (k) + (p)]	\$	3,156,143.21

Notes:

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

Consultant PSOMAS Contract No. 22-1002722

Date 04/29/2022

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

Direct Labor Subtotal Per Cost Proposal		Total Hours cost Proposal		Avg Hourly Rate	5year Contract Duration
\$ 1,018,626.22	/	20588	=	\$ 49.48	Year 1 avg Hourly rate

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

	Average hourly rate		Proposed Escalation			
Year 1	\$ 49.48	+	4%	=	\$ 51.46	Year 2 Avg Hourly Rate
Year 2	\$ 51.46	+	4%	=	\$ 53.52	Year 3 Avg Hourly Rate
Year 3	\$ 53.52	+	4%	=	\$ 55.66	Year 4 Avg Hourly Rate
Year 4	\$ 55.66	+	4%	=	\$ 57.89	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each year		Total Hours Per Cost Proposal		Total Hours per Year	
Year 1	24.0%	*	20588	=	4941.1	Estimated Hours Year 1
Year 2	38.0%	*	20588	=	7823.4	Estimated Hours Year 2
Year 3	25.0%	*	20588	=	5147.0	Estimated Hours Year 3
Year 4	13.0%	*	20588	=	2676.4	Estimated Hours Year 4
Year 5	0.0%	*	20588	=	0.0	Estimated Hours Year 5
Total	100.0%		Total	=	20588	

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

	Avg Hourly Rate (Calculated above)		Estimated hours (Calculated above)		Cost Per Year	
Year 1	\$ 49.48	*	4941.1	=	\$ 244,486.62	Estimated Hours Year 1
Year 2	\$ 51.46	*	7823.4	=	\$ 402,594.22	Estimated Hours Year 2
Year 3	\$ 53.52	*	5147.0	=	\$ 275,467.44	Estimated Hours Year 3
Year 4	\$ 55.66	*	2676.4	=	\$ 148,970.65	Estimated Hours Year 4
Year 5	\$ 57.89	*	0.0	=	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =					\$ 1,071,518.93	
Direct Labor Subtotal before Escalation =					\$ 1,018,626.22	
Estimated Total of Direct Labor Salary Increase =					\$ 52,892.71	Transferred to page 1

Notes:

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

Contract: 22-1002722			Date: 04/29/2022			Detail Sheet																				
Task Description			Consultant																							
I-10 Express Lanes Contract 2 PS&E			PSOMAS																							
A	B	C	D	E	F	G	H	I	J	K	L	M	N	T	U	V	W	X	Y	Z	AA	AB	AI			
Row	WBS Number	Drawing or Item of Work - Titles	Chief L.S. Party	Certified Party Chief	Party Chief	Instrument Man	Chairman	Technical Manager	Sr. Project Manager	Project Manager	Sr. Project Surveyor III	Sr. Project Surveyor II	Sr. Project Surveyor I	Photo Compiler II	Photo Compiler I	Project Surveyor III	Project Surveyor II	Project Surveyor I	Staff Surveyor III	Staff Surveyor II	Staff Surveyor I	Project Administrator	Total Hours			
1	3.100.15	Project Management																					0.0			
2	3.100.15	Project Management																					0.0			
3	3.100.15-1	Coordination and Meetings:																					0.0			
4	3.100.15-2	Administrator																					0.0			
5	3.180	Prepare Environmental Revalidation and Supplemental Project Report																					0.0			
6	3.180	Prepare Environmental Revalidation and Supplemental Project Rep																					0.0			
7	3.185	Prepare Base Maps and Plan Sheets (35% PS&E)																					0.0			
8	3.185.05	Updated Project Information																					0.0			
9	3.185.10	Engineering and Photogrammetric Survey		808.0			808.0		24.0	200.0	80.0	600.0	616.0	64.0	64.0				400.0		0.0	0.0	3,664.0			
10	3.205	Permits & Agreements																					0.0			
11	3.205.05	Determine Required Permits																					0.0			
12	3.205.10	Obtain Permits							8.0		8.0											8.0	24.0			
13	3.220	Perform Right-Of-Way Engineering																					0.0			
14	3.220.05	Existing Land Net	440.0	480.0	440.0	640.0	640.0		180.0	0.0	120.0	324.0	284.0			80.0	80.0		120.0	200.0	40.0	120.0	4,188.0			
15	3.220.10	Preparation of Land Net Map						4.0	600.0		304.0	608.0	800.0			408.0	180.0	60.0	660.0	1,100.0	1,100.0	96.0	5,920.0			
16	3.220.15	Right-Of-Way Maps						94.0	512.0		442.0	442.0	562.0			72.0	64.0	64.0	1,080.0	1,088.0	1,368.0	100.0	5,888.0			
17	3.220.20	Right-Of-Way Acquisition Documents	0.0	0.0	0.0	0.0	0.0		152.0		150.0	210.0	150.0							210.0		32.0	904.0			
18	3.230	Prepare Highway Draft Plans, Specifications, and Estimates (65% and 95% PS&E)																					0.0			
19	3.230.05	Draft Highway Plans																					0.0			
20	3.230.20	Transportation Management Plan (TMP)																					0.0			
21	3.230.35	Draft Highway Specifications																					0.0			
22	3.230.40	Draft Highway Quantities and Estimate																					0.0			
23	3.230.60	Updated Storm Water Data Repor																					0.0			
24	3.230.70	Updated Hydraulics Repor																					0.0			
25	3.230.80	Geotechnical Design Repor																					0.0			
26	3.230.80	Updated Materials Repor																					0.0			
27	3.240	Prepare Structural Draft Plans, Specifications, and Estimates																					0.0			
28	3.240.60	Hydraulics Report																					0.0			
29	3.240.65	Preliminary Foundation Report																					0.0			
30	3.240.70	Subsurface Exploration and Other Field Studie																					0.0			
31	3.240.75	Draft Structural Plans																					0.0			
32	3.240.80	Foundation Report																					0.0			
33	3.255	Prepare Final PS&E Package																					0.0			
34	3.255.20	Final District PS&E Package																					0.0			
35	3.255.40	Resident Engineer File and Supplemental Materia																					0.0			
36	3.260	Contract Bid Documents Ready to List																					0.0			
37	3.260-1	Draft Contract																					0.0			
38	5.270	Construction Engineering - Technical Support																					0.0			
39	5.270	Construction Engineering - Technical Support																					0.0			
40	6.295	Accept Contract/Prepare Final Construction Estimate and Final Report																					0.0			
41	6.295	Accept Contract/Prepare Final Construction Estimate and Final Repo																					0.0			
Total Hours			440.0	1,288.0	440.0	640.0	1,448.0	98.0	1,476.0	200.0	1,104.0	2,184.0	2,412.0	64.0	64.0	560.0	324.0	524.0	1,860.0	2,598.0	2,508.0	356.0	20,588.0			

Contract# 22-100272		Date: 04/29/2022		Detail Sheet																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
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I-40 Express Lanes Contract 2 PS&E				PSOM&S																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
A	B	C	D	\$	D1	\$8.01	E	\$1	E1	\$7.31	F	\$1	F1	\$5.28	G	\$	G1	\$1.86	H	\$	H1	\$1.28	I	\$	I1	\$5.52	J	\$	J1	\$4.95	K	\$	K1	\$7.52	L	\$	L1	\$4.14	M	\$	M1	\$7.15	N	\$	N1	\$2.25	O	\$	O1	\$3.00	P	\$	P1	\$3.00	Q	\$	Q1	\$3.00	R	\$	R1	\$3.00	S	\$	S1	\$3.00	T	\$	T1	\$3.00	U	\$	U1	\$3.00	V	\$	V1	\$4.99	W	\$	W1	\$6.22	X	\$	X1	\$4.00	Y	\$	Y1	\$7.85	Z	\$	Z1	\$4.75	AA	\$	AA1	\$3.60	AB	\$	AB1	\$3.70	AC	\$	AC1	\$3.70	AD	\$	AD1	\$3.70	AE	\$	AE1	\$3.70	AF	\$	AF1	\$3.70	AG	\$	AG1	\$3.70	AH	\$	AH1	\$3.70	AI	\$	AI1	\$3.70	AJ	\$	AJ1	\$3.70	AK	\$	AK1	\$3.70	AL	\$	AL1	\$3.70	AM	\$	AM1	\$3.70	AN	\$	AN1	\$3.70	AO	\$	AO1	\$3.70	AP	\$	AP1	\$3.70	AQ	\$	AQ1	\$3.70	AR	\$	AR1	\$3.70	AS	\$	AS1	\$3.70	AT	\$	AT1	\$3.70	AU	\$	AU1	\$3.70	AV	\$	AV1	\$3.70	AW	\$	AW1	\$3.70	AX	\$	AX1	\$3.70	AY	\$	AY1	\$3.70	AZ	\$	AZ1	\$3.70	BA	\$	BA1	\$3.70	BB	\$	BB1	\$3.70	BC	\$	BC1	\$3.70	BD	\$	BD1	\$3.70	BE	\$	BE1	\$3.70	BF	\$	BF1	\$3.70	BG	\$	BG1	\$3.70	BH	\$	BH1	\$3.70	BI	\$	BI1	\$3.70	BJ	\$	BJ1	\$3.70	BK	\$	BK1	\$3.70	BL	\$	BL1	\$3.70	BM	\$	BM1	\$3.70	BN	\$	BN1	\$3.70	BO	\$	BO1	\$3.70	BP	\$	BP1	\$3.70	BQ	\$	BQ1	\$3.70	BR	\$	BR1	\$3.70	BS	\$	BS1	\$3.70	BT	\$	BT1	\$3.70	BU	\$	BU1	\$3.70	BV	\$	BV1	\$3.70	BW	\$	BW1	\$3.70	BX	\$	BX1	\$3.70	BY	\$	BY1	\$3.70	BZ	\$	BZ1	\$3.70	CA	\$	CA1	\$3.70	CB	\$	CB1	\$3.70	CC	\$	CC1	\$3.70	CD	\$	CD1	\$3.70	CE	\$	CE1	\$3.70	CF	\$	CF1	\$3.70	CG	\$	CG1	\$3.70	CH	\$	CH1	\$3.70	CI	\$	CI1	\$3.70	CJ	\$	CJ1	\$3.70	CK	\$	CK1	\$3.70	CL	\$	CL1	\$3.70	CM	\$	CM1	\$3.70	CN	\$	CN1	\$3.70	CO	\$	CO1	\$3.70	CP	\$	CP1	\$3.70	CQ	\$	CQ1	\$3.70	CR	\$	CR1	\$3.70	CS	\$	CS1	\$3.70	CT	\$	CT1	\$3.70	CU	\$	CU1	\$3.70	CV	\$	CV1	\$3.70	CW	\$	CW1	\$3.70	CX	\$	CX1	\$3.70	CY	\$	CY1	\$3.70	CZ	\$	CZ1	\$3.70	DA	\$	DA1	\$3.70	DB	\$	DB1	\$3.70	DC	\$	DC1	\$3.70	DD	\$	DD1	\$3.70	DE	\$	DE1	\$3.70	DF	\$	DF1	\$3.70	DG	\$	DG1	\$3.70	DH	\$	DH1	\$3.70	DI	\$	DI1	\$3.70	DJ	\$	DJ1	\$3.70	DK	\$	DK1	\$3.70	DL	\$	DL1	\$3.70	DM	\$	DM1	\$3.70	DN	\$	DN1	\$3.70	DO	\$	DO1	\$3.70	DP	\$	DP1	\$3.70	DQ	\$	DQ1	\$3.70	DR	\$	DR1	\$3.70	DS	\$	DS1	\$3.70	DT	\$	DT1	\$3.70	DU	\$	DU1	\$3.70	DV	\$	DV1	\$3.70	DW	\$	DW1	\$3.70	DX	\$	DX1	\$3.70	DY	\$	DY1	\$3.70	DZ	\$	DZ1	\$3.70	EA	\$	EA1	\$3.70	EB	\$	EB1	\$3.70	EC	\$	EC1	\$3.70	ED	\$	ED1	\$3.70	EE	\$	EE1	\$3.70	EF	\$	EF1	\$3.70	EG	\$	EG1	\$3.70	EH	\$	EH1	\$3.70	EI	\$	EI1	\$3.70	EJ	\$	EJ1	\$3.70	EK	\$	EK1	\$3.70	EL	\$	EL1	\$3.70	EM	\$	EM1	\$3.70	EN	\$	EN1	\$3.70	EO	\$	EO1	\$3.70	EP	\$	EP1	\$3.70	EQ	\$	EQ1	\$3.70	ER	\$	ER1	\$3.70	ES	\$	ES1	\$3.70	ET	\$	ET1	\$3.70	EU	\$	EU1	\$3.70	EV	\$	EV1	\$3.70	EW	\$	EW1	\$3.70	EX	\$	EX1	\$3.70	EY	\$	EY1	\$3.70	EZ	\$	EZ1	\$3.70	FA	\$	FA1	\$3.70	FB	\$	FB1	\$3.70	FC	\$	FC1	\$3.70	FD	\$	FD1	\$3.70	FE	\$	FE1	\$3.70	FF	\$	FF1	\$3.70	FG	\$	FG1	\$3.70	FH	\$	FH1	\$3.70	FI	\$	FI1	\$3.70	FJ	\$	FJ1	\$3.70	FK	\$	FK1	\$3.70	FL	\$	FL1	\$3.70	FM	\$	FM1	\$3.70	FN	\$	FN1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70	FP	\$	FP1	\$3.70	FO	\$	FO1	\$3.70

Other Direct Costs			
Other Direct Costs	RATE	NUMBER	COST
Mileage	\$ 0.59	1,000.0	\$585.00
Parking	\$ 2.00		\$0.00
Total Travel/Mileage Costs			\$585.00
Traffic Control (\$3000 per day)	\$ 3,000.00	10.0	\$30,000.00
American Reprographics (mylar)	\$ 300.00	22.0	\$6,600.00
County of San Bernardino (map checks)			\$0.00
Title Reports - RR & Municipal			\$0.00
Title Reports - SFR and Commercial			\$0.00
Aerial Collection	\$ 2,074.00	1.0	\$2,074.00
Total Equipment Rental and Supplies			\$38,674.00
Reproduction			\$0.00
- Black/White 8.5x11			\$0.00
- Black/White 11x17			\$0.00
- Color 11x17			\$0.00
- Color 8.5x11			\$0.00
FedEx Box Shipment (Overnight)	\$ 50.00	11.0	\$550.00
FedEx Envelope Shipment (Overnight)	\$ 18.00	20.0	\$360.00
CADD Plots			\$0.00
- Black/White	\$ 150.00	22.0	\$3,300.00
- Color			\$0.00
Insurance for contract			\$0.00
Railroad Insurance	\$ 3,000.00	1.0	\$3,000.00
Railroad Flagman	\$ 2,000.00	10.0	\$20,000.00
Railroad Encroachment permit	\$ 1,000.00	1.0	\$1,000.00
Total Permit Fees, Plan Sheets, Test Holes (each, Etc.)			\$28,210.00
Total Other Direct Costs (rounded)			\$67,469.00

Cost/Price Form for Cost Plus Fixed Fee RFP
I-10 Express Lanes Contract 2 Plans, Specifications, and Estimates

Consultant Tatsumi and Partners, Inc.Contract No. 22-1002722Date 05/03/2022

Direct Labor Classification/Title	Key Personnel	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Senior Principal	David Tatsumi	180	92.31	102.00	\$97.16	\$17,488.80
Senior Associate	Michael Aceves	728	55.81	65.00	\$60.41	\$43,978.48
Senior Technical Staff	Sambath Ork	590	40.05	49.00	\$44.53	\$26,272.70
Senior Designer	Jimmy Ogata	918	40.05	49.00	\$44.53	\$40,878.54
Technical Staff III	Weywantheway Kang	638	36.00	40.00	\$38.00	\$24,244.00
Technical Staff III	Kenton Quinn	832	36.00	40.00	\$38.00	\$31,616.00
Technical Staff I	Alexa Miranda Flores	760	28.50	32.50	\$30.50	\$23,180.00
Technical Staff I	Guadalupe Rodriguez	882	28.50	32.50	\$30.50	\$26,901.00

5,528

Labor Costs

a) Subtotal Direct Labor Costs	\$ 234,559.52
b) Anticipated Salary Increases (see page 2 for sample)	\$ 2,342.92
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$ 236,902.44

Fringe Benefits

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

f) Overhead (Rate 168.290% %)	g) Overhead [(c)x (f)]	\$ 398,683.12
h) General and Administrative (Rate %)	i) Gen & Admin [(c) x (h)]	\$ -
j) Total Indirect Costs [(g)+(i)]		\$ 398,683.12

Fixed Fee (Profit)

n) (Rate 8.50% %)	k) Fixed fee [(c) + (e) + (j)] x (n)	\$ 54,024.77
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Total Loaded Labor Costs

689,610.33

Other Direct Costs (ODC)

l) Travel/ Mileage Costs (supported by consultant actual costs)	\$ 585.00
m) Equipment Rental and Supplies (itemize)	\$ 2,000.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.)	\$ 0.00
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	\$

p) Total Other Direct Costs [(l) + (m) + (n) + (o)]	\$ 2,585.00
Total cost [(c) + (e) + (j) + (k) + (p)]	\$ 692,195.33

Notes:

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

Consultant Tatsumi and Partners, Inc. Contract No. 22-1002722 Date 05/03/2022

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

Direct Labor Subtotal Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5year Contract Duration
\$ 234,559.52 /	5528 =	\$ 42.43	Year 1 avg Hourly rate

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

	Average hourly rate	Proposed Escalation			
Year 1	\$ 42.43 +	4%	=	\$ 44.13	Year 2 Avg Hourly Rate
Year 2	\$ 44.13 +	4%	=	\$ 45.90	Year 3 Avg Hourly Rate
Year 3	\$ 45.90 +	4%	=	\$ 47.74	Year 4 Avg Hourly Rate
Year 4	\$ 47.74 +	4%	=	\$ 49.65	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each year	Total Hours Per Cost Proposal	Total Hours per Year	
Year 1	75.0%	5528	4146.0	Estimated Hours Year 1
Year 2	25.0%	5528	1382.0	Estimated Hours Year 2
Year 3		5528	0.0	Estimated Hours Year 3
Year 4		5528	0.0	Estimated Hours Year 4
Year 5		5528	0.0	Estimated Hours Year 5
Total	100.0%	Total	5528	

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

	Avg Hourly Rate (Calculated above)	Estimated hours (Calculated above)	Cost Per Year	
Year 1	\$ 42.43 *	4146.0	=	\$ 175,914.78
Year 2	\$ 44.13 *	1382.0	=	\$ 60,987.66
Year 3	\$ 45.90 *	0.0	=	\$ -
Year 4	\$ 47.74 *	0.0	=	\$ -
Year 5	\$ 49.65 *	0.0	=	\$ -
Total Direct Labor Cost with Escalation =			\$	236,902.44
Direct Labor Subtotal before Escalation =			\$	234,559.52
Estimated Total of Direct Labor Salary Increase =			\$	2,342.92

Transferred to page 1

Notes:

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

Contract: 22-1002722

Date: 05/03/2022

Detail Sheet

Task Description			Consultant								
I-10 Express Lanes Contract 2 PS&E			Tatsumi and Partners, Inc.								
A	B	C	D	E	F	G	H	I	J	K	AI
Row	WBS Number	Drawing or Item of Work - Titles	Senior Principal	Senior Associate	Senior Technical Staff	Senior Designer	Technical Staff III	Technical Staff III	Technical Staff I	Technical Staff I	Total Hours
1	3.100.15	Project Management									0.0
2	3.100.15	Project Management	10.0	88.0	48.0	96.0	24.0	24.0	24.0	24.0	336.0
3	3.100.15-1	Coordination and Meetings	12.0	96.0	42.0	112.0	46.0	80.0	46.0	48.0	482.0
4	3.100.15-2	Administration									0.0
5	3.180	Prepare Environmental Revalidation and Supplemental Project Report									0.0
6	3.180	Prepare Environmental Revalidation and Supplemental Project Report									0.0
7	3.185	Prepare Base Maps and Plan Sheets (35% PS&E)									0.0
8	3.185.05	Updated Project Information									0.0
9	3.185.10	Engineering and Photogrammetric Surveys									0.0
10	3.205	Permits & Agreements									0.0
11	3.205.05	Determine Required Permits									0.0
12	3.205.10	Obtain Permits									0.0
13	3.220	Perform Right-Of-Way Engineering									0.0
14	3.220.05	Existing Land Net									0.0
15	3.220.10	Preparation of Land Net Map									0.0
16	3.220.15	Right-Of-Way Maps									0.0
17	3.220.20	Right-Of-Way Acquisition Documents									0.0
18	3.230	Prepare Highway Draft Plans, Specifications, and Estimates (65% and 95% PS&E)									0.0
19	3.230.05	Draft Highway Plans	60.0	216.0	188.0	216.0	214.0	246.0	222.0	252.0	1,614.0
20	3.230.20	Transportation Management Plan (TMP)									0.0
21	3.230.35	Draft Highway Specifications	10.0	28.0		48.0	16.0				102.0
22	3.230.40	Draft Highway Quantities and Estimates	18.0	72.0	68.0	96.0	40.0	74.0	96.0	108.0	572.0
23	3.230.60	Updated Storm Water Data Report									0.0
24	3.230.70	Updated Hydraulics Report									0.0
25	3.230.80	Geotechnical Design Report									0.0
26	3.230.80	Updated Materials Report									0.0
27	3.240	Prepare Structural Draft Plans, Specifications, and Estimates									0.0
28	3.240.60	Hydraulics Report									0.0
29	3.240.65	Preliminary Foundation Report									0.0
30	3.240.70	Subsurface Exploration and Other Field Studies									0.0
31	3.240.75	Draft Structural Plans (includes aesthetic treatment for retaining and soundwalls)	44.0	88.0	88.0	120.0	140.0	160.0	164.0	220.0	1,024.0
32	3.240.80	Foundation Report									0.0
33	3.255	Prepare Final PS&E Package									0.0
34	3.255.20	Final District PS&E Package	12.0	68.0	86.0	98.0	98.0	122.0	120.0	120.0	724.0
35	3.255.40	Resident Engineer File and Supplemental Materials	4.0	8.0	4.0	36.0	4.0	16.0	16.0	16.0	104.0
36	3.260	Contract Bid Documents Ready to List									0.0
37	3.260-1	Draft Contract	6.0	48.0	48.0	72.0	44.0	76.0	56.0	78.0	428.0
38	5.270	Construction Engineering - Technical Support									0.0
39	5.270	Construction Engineering - Technical Support	4.0	16.0	18.0	24.0	12.0	34.0	16.0	16.0	140.0
40	6.295	Accept Contract/Prepare Final Construction Estimate and Final Report									0.0
41	6.295	Accept Contract/Prepare Final Construction Estimate and Final Report									0.0
Total Hours			180.0	728.0	590.0	918.0	638.0	832.0	760.0	882.0	5,528.0

TRUE

Contract: 22-1002722			Date: 05/03/2022			Detail Sheet																								
Task Description			Consultant																											
I-10 Express Lanes Contract 2 PS&E			Tatsumi and Partners, Inc.																											
A	B	C	D	D1	E	E1	F	F1	G	G1	H	H1	I	I1	J	J1	K	K1	L	L1	M	AI	AI1	AJ	AK	AL	AM			
Row	WBS Number	Drawing or Item of Work - Titles	Senior Principal	97.16	Senior Associate	60.41	Senior Technical Staff	44.53	Senior Designer	44.53	Technical Staff III	38.00	Technical Staff III	38.00	Technical Staff I	30.50	Technical Staff I	30.50	0	0	0	Hours Total	Direct Labor Total	Overhead Cost	Fee	Total Labor Costs	Escalated Total Labor Cost			
				Senior Principal		Senior Associate		Senior Technical Staff		Senior Designer		Technical Staff III		Technical Staff III		Technical Staff I		Technical Staff I					Technical Staff I	Technical Staff I	AI1	168.29%	8.50%	AL	AM	
1	3.100.15	Project Management	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.0	-	-	-	-	-			
2	3.100.15	Project Management	10.0	971.60	88.0	5,316.08	48.0	2,137.44	96.0	4,274.88	24.0	912.00	24.0	912.00	24.0	732.00	24.0	732.00	0.0	-	0.0	338.0	15,988.00	26,906.21	3,646.01	46,540.21	47,005.08			
3	3.100.15-1	Coordination and Meetings	12.0	1,165.92	96.0	5,799.36	42.0	1,870.26	112.0	4,987.36	46.0	1,748.00	80.0	3,040.00	46.0	1,403.00	48.0	1,464.00	0.0	-	0.0	482.0	21,477.90	36,145.16	4,897.96	62,521.02	63,145.52			
4	3.100.15-2	Administration	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.0	-	-	-	-	-			
5	3.180	Prepare Environmental Revalidation and Supplemental Project Report	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.0	-	-	-	-	-			
6	3.180	Prepare Environmental Revalidation and Supplemental Project Report	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.0	-	-	-	-	-			
7	3.185	Prepare Base Maps and Plan Sheets	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.0	-	-	-	-	-			
8	3.185.05	Updated Project Information	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.0	-	-	-	-	-			
9	3.185.10	Engineering and Photogrammetric Surveys	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.0	-	-	-	-	-			
10	3.205	Permits & Agreements	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.0	-	-	-	-	-			
11	3.205.05	Determine Required Permits	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.0	-	-	-	-	-			
12	3.205.10	Obtain Permits	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.0	-	-	-	-	-			
13	3.220	Perform Right-Of-Way Engineering	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.0	-	-	-	-	-			
14	3.220.05	Existing Land Net	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.0	-	-	-	-	-			
15	3.220.10	Preparation of Land Net Map	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.0	-	-	-	-	-			
16	3.220.15	Right-Of-Way Maps	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.0	-	-	-	-	-			
17	3.220.20	Right-Of-Way Acquisition Documents	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.0	-	-	-	-	-			
18	3.230	Prepare Highway Draft Plans, Specifications, and Estimates	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.0	-	-	-	-	-			
19	3.230.05	Draft Highway Plans	60.0	5,829.60	216.0	13,048.56	188.0	8,371.64	212.0	9,440.36	198.0	7,524.00	240.0	9,120.00	218.0	6,649.00	248.0	7,564.00	0.0	-	0.0	1,580.0	67,547.16	113,675.12	15,403.89	196,626.17	198,590.19			
20	3.230.20	Transportation Management Plan (TMP)	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.0	-	-	-	-	-			
21	3.230.35	Draft Highway Specifications	10.0	971.60	28.0	1,691.48	0.0	-	48.0	2,137.44	16.0	608.00	0.0	-	0.0	-	0.0	-	0.0	-	0.0	102.0	5,408.52	9,102.00	1,233.39	15,743.91	15,901.17			
22	3.230.40	Draft Highway Quantities and Estimates	18.0	1,748.88	72.0	4,349.52	68.0	3,028.04	96.0	4,274.88	40.0	1,520.00	74.0	2,812.00	96.0	2,928.00	108.0	3,294.00	0.0	-	0.0	572.0	23,955.32	40,314.41	5,462.93	69,732.65	70,429.19			
23	3.230.60	Updated Storm Water Data Report	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.0	-	-	-	-	-			
24	3.230.70	Updated Hydraulics Report	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.0	-	-	-	-	-			
25	3.230.80	Geotechnical Design Report	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.0	-	-	-	-	-			
26	3.230.80	Updated Materials Report	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.0	-	-	-	-	-			
27	3.240	Prepare Structural Draft Plans, Specifications, and Estimates	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.0	-	-	-	-	-			
28	3.240.60	Hydraulics Report	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.0	-	-	-	-	-			
29	3.240.65	Preliminary Foundation Report	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.0	-	-	-	-	-			
30	3.240.70	Subsurface Exploration and Other Field Studies	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.0	-	-	-	-	-			
31	3.240.75	Draft Structural Plans (includes aesthetic treatment for retaining and soundwalls)	44.0	4,275.04	88.0	5,316.08	88.0	3,918.64	124.0	5,521.72	156.0	5,928.00	166.0	6,308.00	168.0	5,124.00	224.0	6,832.00	0.0	-	0.0	1,058.0	43,223.48	72,740.79	9,856.96	125,821.24	127,078.02			
32	3.240.80	Foundation Report	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.0	-	-	-	-	-			
33	3.255	Prepare Final PS&E Package	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.0	-	-	-	-	-			
34	3.255.20	Final District PS&E Package	12.0	1,165.92	68.0	4,107.88	86.0	3,829.58	98.0	4,363.94	98.0	3,724.00	122.0	4,636.00	120.0	3,660.00	120.0	3,660.00	0.0	-	0.0	724.0	29,147.32	49,052.02	6,646.94	84,846.29	85,693.78			
35	3.255.40	Resident Engineer File and Supplemental Materials	4.0	388.64	8.0	483.28	4.0	178.12	36.0	1,603.08	4.0	152.00	16.0	608.00	16.0	488.00	16.0	488.00	0.0	-	0.0	104.0	4,389.12	7,386.45	1,000.92	12,776.49	12,904.11			
36	3.260	Contract Bid Documents Ready to List	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.0	-	-	-	-	-			
37	3.260-1	Draft Contract	6.0	582.96	48.0	2,899.68	48.0	2,137.44	72.0	3,206.16	44.0	1,672.00	76.0	2,888.00	56.0	1,708.00	78.0	2,379.00	0.0	-	0.0	428.0	17,473.24	29,405.72	3,984.71	50,863.67	51,371.72			
38	5.270	Construction Engineering - Technical Support	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.0	-	-	-	-	-			
39	5.270	Construction Engineering - Technical Support	4.0	388.64	16.0	966.56	18.0	801.54	24.0	1,068.72	12.0	456.00	34.0	1,292.00	16.0	488.00	16.0	488.00	0.0	-	0.0	140.0	5,949.46	10,012.35	1,356.75	17,318.56	17,491.55			
40	6.295	Accept Contract/Prepare Final Construction Estimate and Final Report	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.0	-	-	-	-	-			
41	6.295	Accept Contract/Prepare Final Construction Estimate and Final Report	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.0	-	-	-	-	-			
Total Hours			180.0	17,488.80	728.0	43,978.48	590.0	26,272.70	918.0	40,878.54	638.0	24,244.00	832.0	31,616.00	760.0	23,180.00	882.0	26,901.00	0.0	-	0.0	5,528.0	234,559.52	394,740.22	53,490.48	682,790.21	689,610.33			

TRUE

- Changes to Level 5 Task budgets requires SBCTA Project Manager approval.

Other Direct Costs			
Other Direct Costs	RATE	NUMBER	COST
Mileage	\$ 0.59	1,000.0	\$585.00
Parking	\$ 2.00		\$0.00
Total Travel/Mileage Costs			\$585.00
GPS Equipment	\$ 2,000.00	1.0	\$2,000.00
Total Equipment Rental and Supplies			\$2,000.00
Reproduction			\$0.00
- Black/White 8.5x11			\$0.00
- Black/White 11x17			\$0.00
- Color 11x17			\$0.00
- Color 8.5x11			\$0.00
FedEx Box Shipment (Overnight)			\$0.00
FedEx Envelope Shipment (Overnight)			\$0.00
CADD Plots			\$0.00
- Black/White			\$0.00
- Color			\$0.00
Insurance for contract			\$0.00
Total Permit Fees, Plan Sheets, Test Holes (each, Etc.)			\$0.00
Total Other Direct Costs (rounded)			\$2,585.00

Cost/Price Form for Cost Plus Fixed Fee RFP
I-10 Express Lanes Contract 2 Plans, Specifications, and Estimates

Consultant TranSystems CorporationContract No. 22-1002722Date 04/29/2022

Direct Labor Classification/Title	Key Personnel	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Civil Engineer 4	Joseph Sawtelle	3,374	102.22	161.18	\$131.70	\$444,355.80
Civil Engineer 5	Ayman Salama	532	162.66	179.58	\$171.12	\$91,035.84
Structural Engineer 3	Andre Issa	570	81.34	81.46	\$81.40	\$46,398.00
Civil Engineer 3	Saied Mofid	604	62.50	116.70	\$89.60	\$54,118.40
Civil Engineer 3	Triet Dang	1,978	62.50	116.70	\$89.60	\$177,228.80
Technician IV	Carl Sosa	1,322	60.78	85.22	\$73.00	\$96,506.00
Administrative II		214	27.84	36.90	\$32.37	\$6,927.18
Civil Engineer 1		6,278	34.82	47.80	\$41.31	\$259,344.18
Structural Engineer 2		1,125	41.62	46.12	\$43.87	\$49,353.75

15,997

Labor Costs

a) Subtotal Direct Labor Costs	\$ 1,225,267.95
b) Anticipated Salary Increases (see page 2 for sample)	\$ 37,175.30
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$ 1,262,443.25

Fringe Benefits

d) Fringe Benefits (Rate <u>55.242%</u> %)	e) Total Fringe Benefits [(c)x(d)]	\$ 697,398.90
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Indirect Costs

f) Overhead (Rate <u>72.657%</u> %)	g) Overhead [(c)x (f)]	\$ 917,253.39
h) General and Administrative (Rate <u>15.995%</u> %)	i) Gen & Admin [(c) x (h)]	\$ 201,927.80
	j) Total Indirect Costs [(g)+(i)]	\$ 1,119,181.19

Fixed Fee (Profit)

n) (Rate <u>8.50%</u> %)	k) Fixed fee [(c) + (e) + (j)] x (n)	\$ 261,716.98
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Total Loaded Labor Costs3,340,740.32**Other Direct Costs (ODC)**

l) Travel/ Mileage Costs (supported by consultant actual costs)	\$ 9,775.00
m) Equipment Rental and Supplies (itemize)	\$ 0.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.)	\$ 1,500.00
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	\$
p) Total Other Direct Costs [(l) + (m) + (n) + (o)]	\$ 11,275.00
Total cost [(c) + (e) + (j) + (k) + (p)]	\$ 3,352,015.32

Notes:

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

Consultant TranSystems Corporation Contract No. 22-1002722

Date 04/29/2022

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

Direct Labor Subtotal Per Cost Proposal		Total Hours cost Proposal		Avg Hourly Rate	5year Contract Duration
\$ 1,225,267.95	/	15997	=	\$ 76.59	Year 1 avg Hourly rate

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

	Average hourly rate		Proposed Escalation			
Year 1	\$ 76.59	+	4%	=	\$ 79.65	Year 2 Avg Hourly Rate
Year 2	\$ 79.65	+	4%	=	\$ 82.84	Year 3 Avg Hourly Rate
Year 3	\$ 82.84	+	4%	=	\$ 86.15	Year 4 Avg Hourly Rate
Year 4	\$ 86.15	+	4%	=	\$ 89.60	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each year		Total Hours Per Cost Proposal		Total Hours per Year	
Year 1	50.0%	*	15997	=	7998.5	Estimated Hours Year 1
Year 2	25.0%	*	15997	=	3999.3	Estimated Hours Year 2
Year 3	25.0%	*	15997	=	3999.3	Estimated Hours Year 3
Year 4	0.0%	*	15997	=	0.0	Estimated Hours Year 4
Year 5	0.0%	*	15997	=	0.0	Estimated Hours Year 5
Total	100.0%		Total	=	15997	

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

	Avg Hourly Rate (Calculated above)		Estimated hours (Calculated above)		Cost Per Year	
Year 1	\$ 76.59	*	7998.5	=	\$ 612,605.12	Estimated Hours Year 1
Year 2	\$ 79.65	*	3999.3	=	\$ 318,540.26	Estimated Hours Year 2
Year 3	\$ 82.84	*	3999.3	=	\$ 331,297.87	Estimated Hours Year 3
Year 4	\$ 86.15	*	0.0	=	\$ -	Estimated Hours Year 4
Year 5	\$ 89.60	*	0.0	=	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =					\$ 1,262,443.25	
Direct Labor Subtotal before Escalation =					\$ 1,225,267.95	
Estimated Total of Direct Labor Salary Increase =					\$ 37,175.30	Transferred to page 1

Notes:

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

Contract: 22-1002722			Date: 04/29/2022									
Task Description			Consultant									
I-10 Express Lanes Contract 2 PS&E			TranSystems Corporation									
A	B	C	D	E	F	G	H	I	J	K	L	AI
Row	WBS Number	Drawing or Item of Work - Titles	Civil Engineer 4	Civil Engineer 5	Structural Engineer 3	Civil Engineer 3	Civil Engineer 3	Technical IV	Administrative II	Civil Engineer 1	Structural Engineer 2	Total Hours
1	3.100.15	Project Management										0.0
2	3.100.15	Project Management	1,480.0	124.0		160.0						1,764.0
3	3.100.15-1	Coordination and Meetings	340.0									340.0
4	3.100.15-2	Administration	216.0						214.0			430.0
5	3.180	Prepare Environmental Revalidation and Supplemental Project Report										0.0
6	3.180	Prepare Environmental Revalidation and Supplemental Project Report	54.0									54.0
7	3.180	Proposed Geometric Review (GAD Preparation)	106.0				142.0			142.0		390.0
8	3.180	Prepare Design Standard Decision Document	20.0				90.0			90.0		200.0
9	3.180	Concept of Operations										0.0
10	3.185	Prepare Base Maps and Plan Sheets (35% PS&E)										0.0
11	3.185.05	Updated Project Information	8.0	12.0			16.0					36.0
12	3.185.10	Engineering and Photogrammetric Surveys	4.0									4.0
13	3.185.15.05	Roadway and Miscellaneous Design (35% PS&E)	44.0	160.0		70.0	182.0	48.0		348.0		852.0
14	3.205	Permits & Agreements										0.0
15	3.205.05	Determine Required Permits	40.0				20.0					60.0
16	3.205.10	Obtain Permits	36.0				20.0					56.0
17	3.220	Perform Right-Of-Way Engineering										0.0
18	3.220.05	Existing Land Net	18.0									18.0
19	3.220.10	Preparation of Land Net Map	18.0									18.0
20	3.220.15	Right-Of-Way Maps (Right-Of-Way Requirements)	90.0				40.0			80.0		210.0
21	3.220.20	Right-Of-Way Acquisition Documents	18.0									18.0
22	3.230	Prepare Highway Draft Plans, Specifications, and Estimates (65% and 95% PS&E)										0.0
23	3.230.05	Draft Highway Plans	54.0			36.0						90.0
24	3.230.05.05	Title Sheet	2.0									2.0
25	3.230.05.10	Typical Sections	36.0				56.0	106.0		244.0		442.0
26	3.230.05.15	Key Map and Line Index	4.0									4.0
27	3.230.05.20	Layouts	36.0				106.0	142.0		588.0		872.0
28	3.230.05.25	Profiles & Superelevation Diagrams	44.0				142.0	196.0		680.0		1,062.0
29	3.230.05.30	Construction Details	58.0				200.0	288.0		836.0		1,382.0
30	3.230.05.35	Contour Grading	36.0				72.0	104.0		324.0		536.0
31	3.230.05.45	Soundwalls	18.0									18.0
32	3.230.05.50	Retaining Walls - Standard	36.0				250.0	52.0		356.0		694.0
33	3.230.20	Transportation Management Plan (TMP)	18.0									18.0
34	3.230.25	Utility Plans	18.0				124.0			302.0		444.0
35	3.230.35	Draft Highway Specifications	18.0			338.0						356.0
36	3.230.40	Draft Highway Quantities and Estimates	72.0				142.0			144.0		358.0
37	3.230.60	Updated Storm Water Data Report	18.0									18.0
38	3.230.70	Updated Hydraulics Report	18.0									18.0
39	3.230.80	Geotechnical Design Report	18.0									18.0
40	3.230.80	Updated Materials Report	18.0									18.0
41	3.240	Prepare Structural Draft Plans, Specifications, and Estimates										0.0
42	3.240.60	Hydraulics Report	18.0									18.0
43	3.240.65	Preliminary Foundation Report	18.0									18.0
44	3.240.70	Subsurface Exploration and Other Field Studies	18.0									18.0
45	3.240.75	Draft Structural Plans (Independent Check)	18.0	236.0	570.0					1,228.0	1,125.0	3,177.0
46	3.240.75	Retaining Walls - Special Design	18.0									18.0
47	3.240.80	Foundation Report	18.0									18.0
48	3.255	Prepare Final PS&E Package										0.0
49	3.255.20	Final District PS&E Package	128.0				196.0	286.0		734.0		1,344.0
50	3.255.40	Resident Engineer File and Supplemental Materials	26.0				36.0			40.0		102.0
51	3.260	Contract Bid Documents Ready to List										0.0
52	3.260-1	Draft Contract	18.0				20.0					38.0
53	5.270	Construction Engineering - Technical Support										0.0
54	5.270	Construction Engineering - Technical Support	72.0				124.0	100.0		142.0		438.0
55	6.295	Accept Contract/Prepare Final Construction Estimate and Final Report										0.0
56	6.295	Accept Contract/Prepare Final Construction Estimate and Final Report	8.0									8.0
Total Hours			3,374.0	532.0	570.0	604.0	1,978.0	1,322.0	214.0	6,278.0	1,125.0	15,997.0

Contract: 22-1002722			Date: 04/29/2022			Detail Sheet																								
Task Description			Consultant																											
I-10 Express Lanes Contract 2 PS&E			TranSystems Corporation																											
A	B	C	D	D1	E	E1	F	F1	G	G1	H	H1	I	I1	J	J1	K	K1	L	L1	AI	AI1	AJ	AK	AL	AM				
Row	WBS Number	Drawing or Item of Work - Titles	Civil Engineer 4	Civil Engineer 4	Civil Engineer 5	Civil Engineer 5	Structural Engineer 3	Structural Engineer 3	Civil Engineer 3	Civil Engineer 3	Civil Engineer 3	Civil Engineer 3	Technician IV	Technician IV	Administrative II	Administrative II	Civil Engineer 1	Civil Engineer 1	Structural Engineer 2	Structural Engineer 2	Hours Total	Direct Labor Total	Overhead Cost	Fee	Total Labor Costs	Escalated Total Labor Cost				
				131.70		171.12		81.40		89.60		89.60		73.00		32.37		41.31		43.87			143.89%	8.50%						
1	3.100.15	Project Management	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	-	-	-	-				
2	3.100.15	Project Management	1,480.0	\$ 194,916.00	124.0	\$ 21,218.88	0.0	-	160.0	\$ 14,336.00	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	1,764.0	\$ 230,470.88	\$ 331,633.77	\$ 47,778.90	\$ 609,883.54	\$ 628,387.74				
3	3.100.15-1	Coordination and Meetings	340.0	\$ 44,778.00	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	340.0	\$ 44,778.00	\$ 64,432.86	\$ 9,282.92	\$ 118,493.78	\$ 122,088.94				
4	3.100.15-2	Administration	216.0	\$ 28,447.20	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	214.0	\$ 6,927.18	0.0	-	0.0	-	430.0	\$ 35,374.38	\$ 50,901.61	\$ 7,333.46	\$ 93,609.45	\$ 96,449.61				
5	3.180	Prepare Environmental Revalidation and Supplemental Project Report	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	-	-	-	-				
6	3.180	Prepare Environmental Revalidation and Supplemental Project Report	54.0	\$ 7,111.80	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	54.0	\$ 7,111.80	\$ 10,233.45	\$ 1,474.35	\$ 18,819.60	\$ 19,390.60				
7	3.180	Proposed Geometric Review (GAD Preparation)	106.0	\$ 13,960.20	0.0	-	0.0	-	0.0	-	142.0	\$ 12,723.20	0.0	-	0.0	-	142.0	\$ 5,866.02	0.0	-	390.0	\$ 32,549.42	\$ 46,836.66	\$ 6,747.82	\$ 86,133.90	\$ 88,747.25				
8	3.180	Prepare Design Standard Decision Document	20.0	\$ 2,634.00	0.0	-	0.0	-	0.0	-	90.0	\$ 8,064.00	0.0	-	0.0	-	90.0	\$ 3,717.90	0.0	-	200.0	\$ 14,415.90	\$ 20,743.62	\$ 2,988.56	\$ 38,148.07	\$ 39,305.51				
9	3.180	Concept of Operations	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	-	-	-	-				
10	3.185	Prepare Base Maps and Plan Sheets	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	-	-	-	-				
11	3.185.05	Updated Project Information	8.0	\$ 1,053.60	12.0	\$ 2,053.44	0.0	-	0.0	-	16.0	\$ 1,433.60	0.0	-	0.0	-	0.0	-	0.0	-	36.0	\$ 4,540.64	\$ 6,533.71	\$ 941.32	\$ 12,015.67	\$ 12,380.23				
12	3.185.10	Engineering and Photogrammetric Surveys	4.0	\$ 526.80	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	4.0	\$ 526.80	\$ 758.03	\$ 109.21	\$ 1,394.04	\$ 1,436.34				
13	3.185.15.05	Roadway and Miscellaneous Design (35% PS&E)	44.0	\$ 5,794.80	160.0	\$ 27,379.20	0.0	-	70.0	\$ 6,272.00	182.0	\$ 16,307.20	48.0	\$ 3,504.00	0.0	-	348.0	\$ 14,375.88	0.0	-	852.0	\$ 73,633.08	\$ 105,953.58	\$ 15,264.87	\$ 194,851.53	\$ 200,763.43				
14	3.205	Permits & Agreements	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	-	-	-	-				
15	3.205.05	Determine Required Permits	40.0	\$ 5,268.00	0.0	-	0.0	-	0.0	-	20.0	\$ 1,792.00	0.0	-	0.0	-	0.0	-	0.0	-	60.0	\$ 7,060.00	\$ 10,158.92	\$ 1,463.61	\$ 18,682.52	\$ 19,249.36				
16	3.205.10	Obtain Permits	36.0	\$ 4,741.20	0.0	-	0.0	-	0.0	-	20.0	\$ 1,792.00	0.0	-	0.0	-	0.0	-	0.0	-	56.0	\$ 6,533.20	\$ 9,400.88	\$ 1,354.40	\$ 17,288.48	\$ 17,813.02				
17	3.220	Perform Right-Of-Way Engineering	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	-	-	-	-				
18	3.220.05	Existing Land Net	18.0	\$ 2,370.60	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	18.0	\$ 2,370.60	\$ 3,411.15	\$ 491.45	\$ 6,273.20	\$ 6,463.53				
19	3.220.10	Preparation of Land Net Map	18.0	\$ 2,370.60	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	18.0	\$ 2,370.60	\$ 3,411.15	\$ 491.45	\$ 6,273.20	\$ 6,463.53				
20	3.220.15	Right-Of-Way Maps (Right-Of-Way Requirements)	90.0	\$ 11,853.00	0.0	-	0.0	-	0.0	-	40.0	\$ 3,584.00	0.0	-	0.0	-	80.0	\$ 3,304.80	0.0	-	210.0	\$ 18,741.80	\$ 26,968.33	\$ 3,885.36	\$ 49,595.49	\$ 51,100.24				
21	3.220.20	Right-Of-Way Acquisition Documents	18.0	\$ 2,370.60	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	18.0	\$ 2,370.60	\$ 3,411.15	\$ 491.45	\$ 6,273.20	\$ 6,463.53				
22	3.230	Prepare Highway Draft Plans, Specifications, and Estimates	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	-	-	-	-				
23	3.230.05	Draft Highway Plans	54.0	\$ 7,111.80	0.0	-	0.0	-	36.0	\$ 3,225.60	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	90.0	\$ 10,337.40	\$ 14,874.90	\$ 2,143.05	\$ 27,355.34	\$ 28,185.32				
24	3.230.05.05	Title Sheet	2.0	\$ 263.40	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	2.0	\$ 263.40	\$ 379.02	\$ 54.61	\$ 697.02	\$ 718.17				
25	3.230.05.10	Typical Sections	36.0	\$ 4,741.20	0.0	-	0.0	-	0.0	-	56.0	\$ 5,017.60	106.0	\$ 7,738.00	0.0	-	244.0	\$ 10,079.64	0.0	-	442.0	\$ 27,576.44	\$ 39,680.84	\$ 5,716.87	\$ 72,974.15	\$ 75,188.23				
26	3.230.05.15	Key Map and Line Index	4.0	\$ 526.80	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	4.0	\$ 526.80	\$ 758.03	\$ 109.21	\$ 1,394.04	\$ 1,436.34				
27	3.230.05.20	Layouts	36.0	\$ 4,741.20	0.0	-	0.0	-	0.0	-	106.0	\$ 9,497.60	142.0	\$ 10,366.00	0.0	-	588.0	\$ 24,290.28	0.0	-	872.0	\$ 48,895.08	\$ 70,357.09	\$ 10,136.43	\$ 129,388.60	\$ 133,314.32				
28	3.230.05.25	Profiles & Superelevation Diagrams	44.0	\$ 5,794.80	0.0	-	0.0	-	0.0	-	142.0	\$ 12,723.20	196.0	\$ 14,308.00	0.0	-	680.0	\$ 28,090.80	0.0	-	1,062.0	\$ 60,916.80	\$ 87,655.62	\$ 12,628.66	\$ 161,201.08	\$ 166,092.00				
29	3.230.05.30	Construction Details	58.0	\$ 7,638.60	0.0	-	0.0	-	0.0	-	200.0	\$ 17,920.00	288.0	\$ 21,024.00	0.0	-	836.0	\$ 34,535.16	0.0	-	1,382.0	\$ 81,117.76	\$ 116,723.59	\$ 16,816.51	\$ 214,657.86	\$ 221,170.70				
30	3.230.05.35	Contour Grading	36.0	\$ 4,741.20	0.0	-	0.0	-	0.0	-	72.0	\$ 6,451.20	104.0	\$ 7,592.00	0.0	-	324.0	\$ 13,384.44	0.0	-	536.0	\$ 32,168.84	\$ 46,289.03	\$ 6,668.92	\$ 85,126.79	\$ 87,709.58				
31	3.230.05.45	Soundwalls	18.0	\$ 2,370.60	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	18.0	\$ 2,370.60	\$ 3,411.15	\$ 491.45	\$ 6,273.20	\$ 6,463.53				
32	3.230.05.50	Retaining Walls - Standard	36.0	\$ 4,741.20	0.0	-	0.0	-	0.0	-	250.0	\$ 22,400.00	52.0	\$ 3,796.00	0.0	-	356.0	\$ 14,706.36	0.0	-	694.0	\$ 45,643.56	\$ 65,678.34	\$ 9,462.36	\$ 120,784.27	\$ 124,448.93				
33	3.230.20	Transportation Management Plan (TMP)	18.0	\$ 2,370.60	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	18.0	\$ 2,370.60	\$ 3,411.15	\$ 491.45	\$ 6,273.20	\$ 6,463.53				
34	3.230.25	Utility Plans	18.0	\$ 2,370.60	0.0	-	0.0	-	0.0	-	124.0	\$ 11,110.40	0.0	-	0.0	-	302.0	\$ 12,475.62	0.0	-	444.0	\$ 25,956.62	\$ 37,350.02	\$ 5,381.06	\$ 68,687.70	\$ 70,771.73				
35	3.230.35	Draft Highway Specifications	18.0	\$ 2,370.60	0.0	-	0.0	-	338.0	\$ 30,284.80	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	356.0	\$ 32,655.40	\$ 46,989.16	\$ 6,769.79	\$ 86,414.35	\$ 89,036.21				
36	3.230.40	Draft Highway Quantities and Estimates	72.0																											

Other Direct Costs			
Other Direct Costs	RATE	NUMBER	COST
Mileage	\$ 0.59	15,000.0	\$8,775.00
Parking	\$ 5.00	200.0	\$1,000.00
Total Travel/Mileage Costs			\$9,775.00
Total Equipment Rental and Supplies			\$0.00
Reproduction			\$0.00
- Black/White 8.5x11	\$ 0.10	4,000.0	\$400.00
- Black/White 11x17	\$ 0.30	1,000.0	\$300.00
- Color 11x17			\$0.00
- Color 8.5x11			\$0.00
FedEx Box Shipment (Overnight)	\$ 25.00	16.0	\$400.00
FedEx Envelope Shipment (Overnight)	\$ 40.00	10.0	\$400.00
CADD Plots			\$0.00
- Black/White			\$0.00
- Color			\$0.00
Insurance for contract			\$0.00
Total Permit Fees, Plan Sheets, Test Holes (each, Etc.)			\$1,500.00
Total Other Direct Costs (rounded)			\$11,275.00

Minute Action

AGENDA ITEM: 7

Date: June 9, 2022

Subject:

Award Contract Task Order No. 2 for Construction Management Services for the Interstate 215 University Parkway Interchange 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:

Award Contract Task Order No. 2 for Construction Management Services for the Interstate 215 University Parkway Interchange Project to Kleinfelder Construction Services, Inc., Contract No. 22-1002705, in an amount not-to-exceed \$2,180,479.83.

Background:

The Interstate 215 (I-215) University Parkway Interchange Project (Project) would address congestion and improve traffic operations and freeway access at the interchange at University Parkway and the I-215 in the City of San Bernardino (City). The Project proposes to replace the existing tight diamond interchange configuration with a Diverging Diamond Interchange (DDI) configuration. The Project is currently in the final design phase with approval of the 60% design plans by the California Department of Transportation, who is the oversight agency for the Project. In anticipation of the completion of the 95% plans in fall 2022, staff is recommending that the Construction Management (CM) firm be brought on board to perform constructability reviews and provide construction feedback as the Plans, Specifications, and Estimates (PS&E) package is being completed for advertisement.

On December 1, 2021, the San Bernardino County Transportation Authority (SBCTA) Board of Directors, approved contracts to five (5) firms to serve on the CM Services On-Call bench selected via a competitive procurement. This Project was contemplated as one of the projects to be released to the On-Call bench and was referenced in the December 1, 2021 staff report. The CM Services contract will be funded with Measure I and City funds in accordance with Cooperative Agreement No. 19-1002205 with the City. On March 22, 2022, a Request for Task Order Proposals for On-Call CM Services was released to all five (5) firms on the bench. On April 11, 2022, three (3) proposals were received from the following firms (in alphabetical order):

- Anser Advisory Management, LLC (Contract No. 22-1002663)
- Kleinfelder Construction Services, Inc. (Contract No. 22-1002705)
- SYRUSA Engineering, Inc. (Contract No. 22-1002706)

The Evaluation Committee, consisting of two SBCTA staff members and one City staff member, thoroughly reviewed each proposal and independently scored each firm against the scoring criteria outlined in the Request for Task Order Proposals, which was: Proposed Staffing and Project Organization - 40%, and Work Plan - 60%. On April 14, 2022, the Committee met and ranked the firms based on total score. At the completion of discussions, the total scores provided

Entity: San Bernardino County Transportation Authority

Board of Directors Metro Valley Study Session Agenda Item

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by the panel members indicated a clear top ranked firm. Because the score was far above the other firms, and after careful consideration of the reasons why the firm was the top ranked proposer, Kleinfelder Construction Services, Inc., is being recommended to be awarded Contract Task Order (CTO) No. 2 for On-Call CM Services. Kleinfelder Construction Services, Inc., is considered the best qualified firm for the Project for the following reasons:

- The detail in the proposal demonstrated the firm's thorough knowledge of the Project
- The firm identified several issues and good solutions to those issues
- The firm offered the highest qualified staff assigned to the CTO
- The proposal included a reasonable schedule and work plan

Subsequent to the Evaluation Committee's recommendation for selection, staff negotiated the final cost and scope with Kleinfelder Construction Services, Inc., for CTO No. 2. Staff recommends the award of CTO No. 2 for On-Call CM Services, for a total amount not-to-exceed amount of \$2,180,479.83.

Financial Impact:

This item is consistent with the Proposed Fiscal Year 2022/2023 Budget under Task 0830 (Interchange Projects), Sub-Task 0853 (I-215 University).

Reviewed By:

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

Responsible Staff:

Khalid Bazmi, Construction Manager

Approved
Board of Directors Metro Valley Study Session
Date: June 9, 2022

Witnessed By:

Attachment A**SCOPE OF WORK****INDEX**

- A. DESCRIPTION OF SERVICES
- B. PERFORMANCE REQUIREMENTS
- C. DUTIES AND RESPONSIBILITIES
 - 1. Pre-construction Services
 - 2. Bid Process
 - 3. Project Administration
 - 4. Construction Coordination
 - 5. Construction Inspection
 - 6. Project Support
 - 7. Cost and Schedule
 - 8. Change Orders and Claims
 - 9. Safety
 - 10. Project Close Out
- D. DELIVERABLES
- E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT
- F. MATERIALS TO BE FURNISHED BY SBCTA
- G. STANDARDS
- H. AVAILABILITY AND WORK HOURS
- I. LIMITATIONS TO AUTHORITY
- J. THIRD PARTY RELATIONSHIPS
- K. CONSTRUCTION SITE SAFETY
- L. BASIS FOR SURVEY AND MONUMENT MARKING
- M. PERSONNEL QUALIFICATIONS

A. DESCRIPTION OF SERVICES

The San Bernardino County Transportation Authority (SBCTA) will utilize the services of CONSULTANT to support the construction activities for the I-215 University Parkway Interchange project (Project). The CONSULTANT will provide constructability reviews, construction management, materials testing, construction surveying and source inspection, and support SBCTA's public outreach team for the Project. A description of the Project is given below.

Project General Description:

SBCTA and the City of San Bernardino (City), in cooperation with the California Department of Transportation (Caltrans) and the Federal Highway Administration (FHWA), proposes to improve the Interstate 215 at University Parkway in the City of San Bernardino to address forecasted traffic growth and reduce congestion.

The project objectives are to implement improvements that will enhance traffic operations and reduce existing traffic congestion along University Parkway and improve freeway access. The proposed project will reconstruct the existing tight diamond interchange into a Diverging Diamond Interchange (DDI). The project will provide new traffic signals and signage, widen the northbound offramp from three lanes to three dedicated right turn lanes and one left turn lane, widen the southbound onramp from two lanes prior to the taper to three lanes, and improve bicycle and pedestrian access.

Specific construction elements of the project improvements include the following features:

- A. Reconfigure the existing tight diamond configuration to a DDI by reconstructing both ramp intersections and constructing DDI islands.
- B. Construct new signals and signage structures including two truss signage structures, one above the northbound offramp and the other over westbound University Avenue prior to the interchange. Also construct one cantilever type signage structure over eastbound University Avenue.
- C. Construct pedestrian and bicycle facilities including curb ramps and a median pedestrian walkway protected by modified type 732 concrete barriers.
- D. Modify or construct drainage system improvements at various locations.
- E. Provide stormwater treatment features to treat runoff from pavement surfaces.
- K. Modify or add traffic signal and ramp metering systems.
- L. Utilities will be relocated, as needed, to accommodate the interchange improvements. Where possible, existing utilities in conflict with the proposed improvements will be relocated in advance of the interchange improvement project.
- M. Some gore areas and DDI islands will be aesthetically enhance with hardscape elements.

New permanent right of way is required to extend Caltrans access control limits. In certain areas, temporary construction easements (TCEs) will be obtained to provide access to the work and to facilitate construction. TCEs are anticipated to allow relocation of an existing driveway and closure of an existing driveway along with site improvements to parking and access. Encroachment permits are expected to be obtained from the County of San Bernardino and the State.

SBCTA intends to advertise, award and administer one construction contract for this project. The successful consultant firm will provide the construction management and support services.

SERVICES

Services are anticipated to generally include, but are not limited to the following: participation in the evaluation of scheduling of the proposed project; constructability review; construction project advertising, bid analysis, and award; 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 Caltrans and city roadway improvement project.

It is expected that the Consultant will assign a full-time Resident Engineer to coordinate all contract and personnel activities for all phases of construction. Other Resident Engineer(s) and inspection personnel may be assigned to direct and coordinate all project specific field activities and responsibilities as needed for satisfactory performance on the project.

The Resident Engineer 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 and Materials Testing/Source Inspection Project Manager 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.

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

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

Mr. Khalid Bazmi, Construction Manager

The CONSULTANT shall report to and receive direction from SBCTA through the SBCTA Construction Manager, or his 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

Construction Management: CONSULTANT shall furnish a Project Manager/Resident Engineer to coordinate CONSULTANT operations with SBCTA. The CONSULTANT Project Manager shall be responsible for all matters related to CONSULTANT personnel and operations. The CONSULTANT Project Manager may also serve as the Resident Engineer. Other Assistant Resident Engineers may be assigned to each specific project responsibilities as needed. The Resident Engineer shall be a Civil Engineer registered in the State of California and shall be in charge of construction management and construction activity within the Project.

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

Resumes of personnel must be submitted to 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/Resident Engineer 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, Union Pacific Railroad, (UPRR), 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.

Materials Testing & Source Inspection: The number of field testing and source inspection personnel assigned to the Project will vary throughout the duration of the construction contract. CONSULTANT certified materials testing and source inspection personnel will be assigned as needed by the Resident Engineer to meet the required numbers and frequencies of testing based on the schedule of the construction contractor and in accordance with latest Caltrans Construction Manual.

Materials Testing/Source Inspection Services will be provided on an on-call basis. The duration of assignments could vary from a minimum of a few hours to the full term of the Project. CONSULTANT personnel will be available within one (1) day of written notification by SBCTA.

It is the intent of SBCTA to maintain a consistency of material testing/source inspection quality throughout each phase of each project. CONSULTANT is therefore encouraged to provide, where ever and whenever possible, the same personnel for the duration of construction of each project.

On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, CONSULTANT will not provide services unless authorized by the SBCTA Construction Manager.

CONSULTANT shall be responsible for finalizing a Source Inspection Quality Management Plan (SIQMP) to match the project requirements, assist SBCTA in gaining Caltrans approval, and manage the SIQMP. The SIQMP shall meet SBCTA and Caltrans requirements. CONSULTANT shall provide Structural Materials Representative (SMR), Steel inspectors, Non-destructive Steel Inspectors, Coating Inspectors, Precast Concrete Inspectors and other source inspectors as needed.

All CONSULTANT personnel will be knowledgeable of, and comply with, all applicable local, state, and federal regulations. All personnel shall cooperate and consult with SBCTA during the course of the contract; and perform other duties as may be required to assure that

the construction is being performed in accordance with the Project plans and specifications. CONSULTANT's personnel will keep records and document the work as directed by the Resident Engineer.

All services required herein will be performed in accordance with Caltrans regulations, policies, procedures, manuals, and standards.

Construction Surveying: CONSULTANT will furnish surveying crew(s) to perform construction surveys for the Project. The number of survey crew(s) assigned to the Project may vary throughout the duration of the construction contract to meet the Project needs. CONSULTANT personnel will be assigned as needed by the Resident Engineer to meet the schedule of the construction contractor.

Construction surveying services will be provided on an on-call basis. It is the intent of SBCTA to maintain a consistency of construction survey quality throughout each phase of each project. Therefore, CONSULTANT is encouraged to provide the same field personnel for the duration of construction. It is important that the Field Party Chief(s) assigned to the Project be completely familiar with the survey requirements and the assignments for the Project.

Construction surveying will not be performed when conditions such as weather, traffic, and other factors prevent safe and efficient operation.

CONSULTANT personnel will:

- Be knowledgeable of, and comply with all, applicable local, Caltrans, state, and federal regulations.
- Cooperate and consult with SBCTA officials during the course of the contract.
- Perform duties as may be required to assure construction is performed in accordance with the Project plans and specifications.
- Keep records and document work as directed by SBCTA Construction Manager.

All services required herein will be performed in accordance with applicable Caltrans regulations, policies, procedures, manuals, and standards.

C. DUTIES AND RESPONSIBILITIES

1. Pre-construction Services
2. 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.

3. 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.

4. 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.

1. Early Utility Relocation

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

1. Review of utility relocation plans
2. Utility coordination
3. Survey
4. Inspection
5. Bid Process
6. Bid Documents

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

1. Review of bid documents
2. Preparation of bid tabulations
3. 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, UPRR and developers.

1. 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, UPRR and design engineer, as appropriate.
- c. CONSULTANT shall prepare Contractor progress payments and maintain payment records and supporting documentation. All progress payments shall be reviewed by 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
- 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 Storm Water Pollution Prevention Plan (SWPPP) issues, RFIs, contract change orders, and notice of potential claims; construction activities completed, ongoing, and upcoming; status of Project budget and schedule, and other highlights and critical issues.
- i. CONSULTANT shall review and ensure compliance with environmental requirements.
- j. CONSULTANT shall participate in partnering sessions with the Contractor, 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 a minimum of one qualified Resident Engineer to effectively manage the Project.
 - b. CONSULTANT Resident Engineer shall act as a prime point of contact between Contractor, SBCTA, CONSULTANT's construction surveyor, CONSULTANT's materials inspector/source inspection, and utility companies. CONSULTANT may, when requested by SBCTA, act as point of contact between design engineers, cities, and the public. CONSULTANT shall ensure coordination with property owners adjacent to Project right-of-way to ensure timely communication regarding property-condition survey and construction activities and scheduling.
 - c. CONSULTANT shall maintain regular contact with the SBCTA Construction Manager.
 - d. CONSULTANT shall coordinate utility relocations with utility companies and their designees, as well as the utility inspector.
 - a. 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.
 - f. CONSULTANT shall proactively review Project plans and special provisions; monitor, coordinate, and track construction progress schedule and RFIs; and communicate with various agencies prior to construction of any specific elements to ensure the Project proceeds on schedule and according to the order of work in the plans and special provisions. CONSULTANT shall expedite work, as required, to maintain schedule in conjunction with the overall construction staging program.
 - g. CONSULTANT shall coordinate review of shop drawings and Requests for

Information (RFI) with the SBCTA Construction Manager. CONSULTANT shall log and track all submittals and requests.

- h. CONSULTANT shall provide a qualified SWPPP Coordinator who along with the Resident Engineer shall review and certify contractor prepared 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.
- i. CONSULTANT shall coordinate the implementation of any changes with the SBCTA Construction Manager and the design engineer.
- j. CONSULTANT shall review and approve falsework and shoring plans. CONSULTANT shall perform profilograph of the new bridge deck as per Caltrans requirements and standards.
- k. CONSULTANT shall review and approve Traffic Control Plans and forward to SBCTA for Caltrans/City/County approvals, as necessary.
- l. CONSULTANT shall coordinate all Project construction activities with other on-going projects within and adjacent to the Project limits.

5. Construction Inspection

- a. CONSULTANT shall coordinate all required inspections necessary for the Project. CONSULTANT shall ensure that appropriate City, UPRR 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. CONSULTANT shall observe and document the usage of UPRR flagman during construction.
- c. CONSULTANT shall have valid Contractor Orientation Course Certificate prior to entering UPRR property.
- d. 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.
- e. CONSULTANT personnel assigned to the Project shall be thoroughly familiar with Caltrans Standard Specifications, Caltrans Standard Plans, Caltrans Erosion Control and Highway Planting requirements, safety standards and State Water Resources Control Board requirements. CONSULTANT personnel shall have the

ability to read and interpret construction plans and specifications. CONSULTANT personnel shall also have knowledge of State of California Construction Safety Orders (CalOSHA) and traffic control practices as specified in the Work Area Traffic Control Handbook (WATCH). In addition, CONSULTANT personnel shall be thoroughly familiar with the construction requirements of Caltrans' Storm Water Pollution Prevention Program.

- f. Assignments to be performed by CONSULTANT personnel shall include, but are not limited to, the following:
- 1) Paving and subgrade inspection, sub-surface & finish surface drainage inspection, structures and foundation inspection, electrical inspection for traffic, ramp meter and irrigation control equipment, signing and striping inspection, quantity calculations, checking grade and alignment, construction traffic control, soil amendments and plant material identification & quality control, hardscape inspection, trenching & irrigation inspection and duties that may be required to determine that construction of the Project is being performed in accordance with the contract documents.
 - 2) Identifying actual and potential problems associated with the Project and recommending sound engineering solutions.
 - 3) Identifying common plant diseases and/or pests together with their respective eradication techniques, directing of plant adaptability requirements along with proper planting & pruning techniques, and avoiding potential problems associated with the Project by recommending sound engineering solutions.
 - 4) Perform basic sampling of construction materials in the field per California Test Method 105 and 125 by both the prime and subconsultant personnel.
 - 5) Maintaining awareness of safety and health requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions for the protection of the public and Project personnel.
 - 6) Preparing complete and accurate daily reports, calculations, project records, payment quantity documents, reports, and correspondence related to Project activities.
 - 7) Preparing construction sketches, drawings, and cross-sections, as necessary.
 - 8) Assisting in the preparation of as-built plans.
 - 9) Providing inspections for environmental compliance.
 - 10) Maintaining awareness of water discharge requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions.

- 11) Monitoring Contractors' compliance with applicable regulations required by AQMD.
- 12) Other duties as may be required or reasonably requested.

6. Project Support

a. Construction Surveys

CONSULTANT shall perform construction surveying services, field calculations, and home office calculations to support construction of the Project. CONSULTANT may be requested to review available survey data, construction plans, and right-of-way plans to confirm compatibility and to identify discrepancies prior to and during construction of proposed projects. The Resident Engineer will assign survey work to the CONSULTANT 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) Cross-section data collection shall be performed by conventional and terrain line interpolation survey methods.
- c) Survey data will include topography, cross-section, and other survey data in computer formats compatible with the Caltrans computer survey and design systems.
- d) Prepare and maintain survey documents. Survey documents include survey field notes, maps, drawings, and other survey documents.
- e) Perform construction staking as directed by Resident Engineer, including but not limited to:
 - i. Utility relocations including pre-construction efforts, if required
 - ii. Clearing limits
 - iii. Slope staking
 - iv. Storm drain, sanitary sewer, and irrigation systems
 - v. Drainage structures
 - vi. Curbs, gutters, and sidewalk

- vii. Horizontal and vertical control for structures and portions of structures (bents, abutments, wingwalls, etc.)
- viii. Rough grade
- ix. Finish grade

- f) Monitor for settlement, if required.
- g) Global Positioning Satellite (GPS) equipment shall be made available if required by SBCTA.

2) Grid Grades

Grid grade data shall provide pavement elevations at the station line, the left edge of pavement, the right edge of pavement, and the right edge of travel way at 25 foot intervals for travel lanes.

3) Open Ended Traverses and Profile Data Sheets

Separate open-ended traverse calculations and point maps shall depict plan data for station lines, utility lines, wall layout lines, and abutment/bent alignment. Specific information to be shown will be part numbers, coordinates, bearings, and curve data.

Profile data sheets are required for all profiles shown on the plans identifying vertical design elements such as grade, point of intersection (PI) location, beginning of vertical curve (BVC) location, end of vertical curve (EVC) location, and curve length.

4) Three Line Profiles

Separate profile plots are required for the left edge of pavement, the right edge of pavement, and the edge of shoulder for all travel lanes.

5) Right of Way Lines

Existing right of way and easements will be established from Local Agency's record information and existing monumentation.

- a) Right of way monumentation shall be renewed and restored in accordance with Section 10.4 of the Caltrans "Survey Manual" and the State of California Land Surveyor's Act.
- b) Corner records and records of surveys shall be prepared and filed in accordance with the applicable standards and the State of California Land Surveyor's Act and the California Subdivision Map Act.
- c) Perpetuate existing monumentation, which includes restoring, renewing, referencing, and resetting existing boundary related monumentation. In addition, stake areas where construction disturbs

the existing right of way, preparing and filing required maps and records.

New right of way and easements will be established from plans, right of way maps, utility drawings, and Local Agency record information, and existing monumentation.

- a) Right of Way Surveys, which includes research and preparation filing of required maps and records. In addition, locate and set monuments for right of way and easement lines, staking for right of way and easement fences.
- b) Final monumentation, which includes setting of centerline points of control upon completion of construction.

6) Special Design – Data Surveys

Includes drainage, utility, and surveys required for special field studies.

7) Control Survey

Includes Project control surveys, aerial mapping control surveys, horizontal and vertical control surveys. In addition, control surveys will include restoration, renewal, reference, relocation, and resetting of existing control monumentation. The CONSULTANT will be required to provide horizontal and vertical control at the end of each bridge.

8) Topographic Surveys

Topographic surveys will normally be compiled by ground survey methods only.

CONSULTANT will provide all necessary Project related surveys and construction staking, including horizontal and vertical control, right of way, and easements. CONSULTANT shall coordinate all staking and verify accuracy. CONSULTANT shall ensure timely coordination of all staking requests from the Contractor.

b. Materials Testing, Source Inspection and Geotechnical Services

- 1) CONSULTANT will provide experienced personnel, equipment, and facilities to perform various construction materials sampling and testing including source inspection as required. Laboratory and field materials testing will be used to ensure that structure and roadway construction work conforms to California State Department of Transportation (Caltrans) standards, specifications, and special provisions for material quality and workmanship.

- 2) All field and laboratory testing are to be performed in accordance with California Test Methods.
- 3) CONSULTANT will be responsible for the accuracy and completeness of all test data compilation and results.

c. Public Outreach

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 primary outreach effort with supplemental support as requested from CONSULTANT. This will be a targeted approach with incremental outreach based on construction schedule and staging. The primary target audiences identified for this Project include, but are not limited to:
 - i. LOCAL AGENCY
 - ii. 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 and CONSULTANT 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 and CONSULTANT (includes all PR subs) may coordinate a groundbreaking media event with the LOCAL AGENCY to ceremoniously open the Project. CONSULTANT will be called

upon to develop (with input from SBCTA) and maintain a task list of deliverables for this event. CONSULTANT will acquire the necessary items authorized for the event. CONSULTANT will be responsible for set up and breakdown of the event site.

- f) Prior to construction beginning, SBCTA and CONSULTANT may coordinate a community meeting to share Project information, construction scheduling, detour information and expected challenges with the general public. CONSULTANT will be called upon to develop (with input from SBCTA) and maintain a task list of deliverables for this event. CONSULTANT will acquire the necessary items authorized for the event. CONSULTANT will be responsible for set up and breakdown of the event site. Staffing this event will be determined based on availability.
- g) Near the completion of the construction Project, SBCTA and CONSULTANT 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 will request support from CONSULTANT for the following items:
 - i. Establish and maintain stakeholder and/or ‘interested parties’ list(s) – used for sharing Project updates during Project construction. May need to be filtered to specific audiences (i.e. emergency responders, city government, etc.)
 - ii. Development of a Project fact sheet (include Project description, Project budget, Project schedule, SBCTA contact information, LOCAL AGENCY contact information, photos, logos, etc.)
 - iii. Weekly media advisories (use SBCTA template). CONSULTANT (or sub) will make weekly contact with Project team to establish what road or lane closures (and associated detours if applicable) will be taking place, develop the advisory, send to SBCTA Public Information Office for approval, submit to webmaster for posting, distribute to appropriate media and stakeholder list.
 - iv. Emergency notices – when needed.
 - v. Develop web content for project tab on SBCTA website. This page should include same elements of fact sheet with expanded detail when possible. If the information is dynamic, please provide updates to SBCTA Public Information Office for approval prior to submitting to webmaster.

- 2) All requests for speaking to government councils, boards, chambers of commerce or similar business or social groups shall be directed to the 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 Construction 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 obtain and maintain Contractor Orientation Course Certificate prior to entering UPRR Right of Way.
- e. CONSULTANT shall provide all necessary safety equipment as required for CONSULTANT personnel.

10. Project Close Out

- a. CONSULTANT shall prepare a list of items to be completed and/or corrected by the Contractor for final completion of the Project.
- b. CONSULTANT shall collect and furnish as-built information to the design engineer for preparation of as-built drawings including pre-stress drawings and pile logs, 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, Local Agencies, UPRR, 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. Weekly update of all files to SBCTA Portal.
- 4. Monthly Contractor progress payments, back-up documentation, and Contractor payment records.
- 5. Contractor final payment documents, delivered to SBCTA no later than ten (10) working days after Acceptance by SBCTA of the completed construction Project.
- 6. Staffing plan and monthly expenditure plan showing breakdown of staff and sub consultant expenses to complete the project consistent with contractor's monthly schedule updates.
- 7. Project Completion Report documents per Local Assistance Procedure Manual and Caltrans Construction Manual.
- 8. 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.
- 9. Certified payrolls and fringe benefit statements for all employees, CONSULTANT and Contractor, who are subject to the State and/or Federal prevailing wage rates.
- 10. American For Disabilities Act certification of project per Caltrans Standards.
- 11. Complete ECR report per Caltrans Standard.

12. File and obtain Notice of Termination from the Regional Water Quality Control Boards.
13. All material test results will be provided in accordance with the applicable Standard Specifications and Special Provisions, and test methods. Failing tests will be immediately reported to the Resident Engineer or Structures Representative. All test results will be recorded on the appropriate forms. The test documents will be legible and show the identity of the tester where appropriate. A notebook containing all test results and reports will be maintained by CONSULTANT throughout the duration of the Project and delivered to SBCTA with the Project files.
14. Record of Survey and Right of Way Monumentations and recording with County.
15. Unless otherwise specified in the survey request, the deliverables shall conform to the following:
 - a. Survey points, lines, and monuments shall be established, marked, identified, and referenced as required by survey request and requirements herein.
 - b. Survey notes, drawings, calculations, and other survey documents and information shall be completed as required by the survey request and the requirements herein.
 - c. All original survey documents resulting from this contract, including original field notes, adjustment calculations, final results, and appropriate intermediate documents, shall be delivered to the Resident Engineer and shall become the property of SBCTA. A copy of all survey documents furnished by SBCTA shall be retained by CONSULTANT for future reference.

When the survey is performed with a total station survey system, the original field notes shall be a hard copy in a readable format of the data (observations) as originally collected and submitted by the survey party. The hard copy shall be signed by the Party Chief. If the Party Chief is not licensed, the person in “responsible charge” will be required to sign.

- d. Deliverables to the Resident Engineer shall follow the format specified below:
 - 1) Horizontal Control
 - 2) Alpha numeric hard copy point listing with adjusted California Coordinate System northing and easting and the appropriate descriptions.
 - 3) Vertical Control
 - 4) Alpha numeric hard copy benchmark listing with adjusted elevations compatible with the design datum.
 - 5) Topography
 - 6) Alpha numeric hard copy listing, hard copy drawing, and computer aided drawing and design (CADD) digital drawing. The CADD drawing shall be compatible with the systems utilized by Caltrans.
- e. Data collection method used to collect cross-section data and the coding (feature description) of terrain data for cross-sections shall conform to the survey request requirements. Deliverables shall depend on the data collection method as follows:

- 1) Conventional Cross – Sections (each cross – section):
For each cross - section and alpha numeric listing, a hard copy drawing, and a computer formatted file compatible with the systems utilized by Caltrans.
- 2) Terrain Line Interpolation Cross – Section Data (each terrain line interpolation survey):
Terrain line interpolation cross – sections shall include an alpha numeric listing, a hard copy plan view drawing of the terrain lines, and a computer input file. The computer input file shall be provided in a format compatible with the systems utilized by Caltrans.
- 3) Data Collector Data
If specified in the survey request, the raw data from the data collector shall be provided in a format conforming to the survey request requirements.
- 4) Other—As specified in the survey request.

E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT

1. CONSULTANT shall provide all necessary equipment including software, materials, supplies, miscellaneous tools, phones, vehicles, and safety equipment required for its personnel to perform the services accurately, efficiently, and safely. The above noted items are not to be included in 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 shall provide profilograph and/or inertial profiler equipment and certified operator if requested by SBCTA.
5. CONSULTANT personnel shall be provided with all applicable standard plans, specifications, and other standards as appropriate (see item G below).
6. For Materials Testing, CONSULTANT and its staff will be fully equipped at all times to perform the services required, including but not limited to the following:
 - a. An on-site mobile laboratory or laboratory in close proximity to the Project will be required. The type and location of the lab should be such that it can meet the needs of the Project in an efficient, time effective manner. The laboratory is to be fully staffed, equipped, and supplied to conduct all required soils, materials, and concrete breaking tests in a timely manner.

- b. Field personnel will be provided with all necessary safety equipment to permit work to be performed safely and efficiently within operating highway and construction zone environments.
 - c. All equipment to be calibrated as per Section 3-10 and 3-11 of Caltrans' Quality Assurance Program Manual.
7. For construction surveying, CONSULTANT and staff shall have adequate equipment and supplies to complete the required survey work. Equipment and supplies shall, include, but not be limited to:
- a. Survey vehicles:
Survey vehicles will be suitable to perform the required work in varying terrain and conditions encountered on the Project. Vehicles shall be fully equipped with all necessary tools, instruments, supplies, and safety equipment required to perform the work accurately, efficiently, and safely. Vehicles shall be equipped with a flashing yellow beacon light.
 - b. Data Processing Systems:
Data processing systems shall include hardware and software to:
 - 1) Performing survey and staking calculations from the design plans and specifications;
 - 2) Reduce survey data collected with conventional and total station survey systems;
 - 3) Perform network adjustments for horizontal and vertical control surveys;
 - 4) Format survey data to be compatible with the Caltrans computer survey and data system.
 - c. Drafting equipment and supplies.
 - d. Digital calculators.
 - e. Hand tools as appropriate for the requested survey work.
 - f. Traffic cones (minimum 25). Traffic cones shall be 28 inches in height (minimum).
 - g. Traffic control devices as required to perform the requested survey work. Traffic control devices include signs, sign bases, flags, and hand held signs.
 - h. Leveling instruments and equipment:
 - 1) Self-leveling level. Precision: Standard deviations in one mile of double run leveling 0.005 feet or less.
 - 2) Suitable level rods for the work to be performed.
 - i. Distance measuring instruments and equipment:
 - 1) Electronic distance measurer (EDM). Precision: standard deviation 3 mm plus 3 PPM, or less; Range: Minimum one mile under average atmospheric conditions.

- 2) Prisms, sufficient to perform the required work.
- 3) Tapes; steel, cloth.
- j. Angle measuring instruments and equipment:
 - 1) Theodolite for non-control surveys; Precision: direct circle reading to three seconds, or equivalent, horizontal and vertical.
 - 2) Targets as required to perform the work.
- k. When required for efficient survey operations, total station survey systems consisting of an electronic angle measuring instrument, EDM, and electronic data collector shall be provided. The angle measuring instruments and EDM shall conform to the requirements for the equipment previously listed.
- l. Radio or cellular communications equipment for communication between field office and field crews.
- m. Caltrans manuals, standards, forms, and other policies and procedures to be followed to perform the required work.

F. MATERIALS TO BE FURNISHED BY 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. Bridge Construction Records and Procedures Manual
- 3. Quality Assurance Program Manual
- 4. Manual of Traffic Controls for Construction and Maintenance Work Zones
- 5. Caltrans Standard Specifications and Standard Plans
- 6. Caltrans Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual
- 7. Manual of Test (3 volumes)
- 8. Survey Manual
- 9. District 8 Standard Staking Procedures Manual

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

Surveys performed by CONSULTANT shall conform to the requirements of the Land Surveyor's Act. In accordance with the Land Surveyor's Act, "responsible charge" for the work shall reside with the Licensed Land Surveyor or a pre-January 1, 1982, Registered Professional Civil Engineer in the State of California.

Unless otherwise specified in the survey request, control surveys shall conform to second order (modified) accuracy standards as specified in the Caltrans "Survey Manual".

Additional standards for specific survey work may be included in the applicable request for survey. Such standards supplement the standards specified herein. If additional standards conflict with the standards specified herein, the "Survey Request's" standard shall govern.

The Resident Engineer and 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 Construction 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 Construction 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. BASIS FOR SURVEY AND MONUMENT STAKING

SBCTA will designate the existing horizontal and vertical control monuments that are the basis of CONSULTANT performed surveys. SBCTA will provide the California Coordinate System values and/or elevation values for these monuments. CONSULTANT shall adjust CONSULTANT performed surveys to be the designated control monuments and the values.

Monuments established by CONSULTANT shall be marked by CONSULTANT with furnished disks, plugs and tags. In addition, CONSULTANT shall identify CONSULTANT established monuments by tagging or stamping the monuments with the license or registration number of CONSULTANT'S surveyor who is in "responsible charge" of the work.

M. PERSONNEL QUALIFICATIONS AND RESPONSIBILITIES

The quantity and qualifications of field personnel to be assigned will be determined by the scope of the Project and the degree of difficulty of required tasks to be performed. 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. Project Manager/Resident Engineer

- a. A minimum of eight (8) years' resident engineer experience on similar construction projects is desired.
- b. Licensed Professional Civil Engineer in the State of California.
- c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
- d. Accessible to SBCTA at all times including weekends and holidays.
- e. Certified as a Qualified SWPPP Developer or Practitioner is desired.
- f. A thorough understanding of Cal-OSHA practices and procedures.
- g. A thorough understanding of American with Disability Act (ADA) and 20-1002342 Caltrans ADA requirements. Completion of Caltrans Temporary Pedestrian Facilities training within last 6 months.
- h. 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 relocations with appropriate agencies and the utility inspector.
 - 6) Act as prime field contact between various project Contractors and the SBCTA Construction Manager.
 - 7) Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.

2. Lead Field Inspector

- a. A minimum of six (6) years' construction inspection experience in public works or similar projects or a four-year degree in the field of civil engineering, transportation and four years of similar construction experience is desired.

- b. A thorough understanding of Cal-OSHA practices and procedures.
- c. 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.
- d. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
- e. Ability to direct the efforts of subordinate inspectors.
- f. Ability to use an automatic level and transit for the purpose of verifying line and grade.
- g. Certified as a Qualified SWPPP Developer or Practitioner is desired.
- h. A thorough understanding of American with Disability Act (ADA) and Caltrans ADA requirements. Completion of Caltrans Temporary Pedestrian Facilities training within last 6 months.
- i. 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.

3. Field Inspector

- a. Two (2) years' construction inspection experience in public works or similar projects or a four-year degree in the field of civil transportation engineering is desired.
- b. A thorough understanding of Cal-OSHA practices and procedures.

- c. Knowledge of construction practices, physical characteristics and properties of construction materials, and approved methods and equipment used in making physical tests of construction materials.
- d. Ability to work independently. Ability to make minor decisions concerning construction work in progress and to solve field and office problems.
- e. Ability to use an automatic level and transit for the purpose of verifying line and grade.
- f. Certified as a Qualified SWPPP Developer or Practitioner is desired.
- g. A thorough understanding of American with Disability Act (ADA) and Caltrans ADA requirements. Completion of Caltrans Temporary Pedestrian Facilities training within last 6 months.
- h. Understanding of Caltrans construction methods and practices. The Field Inspector will assume the following functional responsibilities:
 - 1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of project construction.
 - 2) Assist in preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
 - 3) Coordinate field testing of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.
 - 4) Perform quantity calculations for progress pay estimates and maintain Project records.
 - 5) Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.
 - 6) Provide input for the redesign of facilities to fit existing field conditions.
 - 7) Perform construction materials sampling.
 - 8) Perform labor compliance interviews of the Contractors' personnel.

4. Office Engineer

- a. A minimum of two (2) years' experience as an office engineer on similar construction projects is desired.
- b. Knowledge of Caltrans Office of Highway Construction forms used to administer construction projects.
- c. Knowledge of Caltrans system of document organization.
- d. Knowledge of construction records and accounting procedures.
- e. Knowledge of documentation, procedures, and reporting for federally funded projects.
- f. Knowledge of laws and regulations governing the payment of prevailing wages.

- g. The Office Engineer will assume the following functional responsibilities:
- 1) Process monthly progress pay estimates, 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.

5. Materials Testing/Source Inspection Project Manager

- a. A minimum four (4) years' project management experience on a similar highway/bridge construction project is desired.
- b. Licensed Civil Engineer in the State of California.
- c. Ability to use typical computer programs including word processing and spreadsheets.
- d. The Materials Testing/Source Inspection Project Manager will assume the following functional responsibilities:
 - 1) Review, monitor, train, and provide general direction for CONSULTANT's laboratory, field and source inspection personnel.
 - 2) Assign personnel to projects on an as-needed basis in coordination with the Resident Engineer.
 - 3) Administer personal leave, subject to approval of the Resident Engineer.
 - 4) Prepare monthly reports for delivery to the Resident Engineer.
 - 5) Provide direction, administration, and responsibility for Materials Certification per Caltrans Construction Manual, Section 8-01.
 - 6) Assist SBCTA and Resident Engineer in preparing the project specific Source Inspection Quality Management Plan (SIQMP) for Caltrans review and approval. (Reference Caltrans "Source Inspection Quality Management Plan (SIQMP Outline dated 04/17/12).
 - 7) Provide direction, administration, and responsibility for implementation of the approved SIQMP per Caltrans Construction Procedures Directive (CPD) 08-5 and FHWA Title 23 requirements.

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

6. 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.

7. 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.

8. 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.

9. 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

Staffing Plan for I-215 University PKWY CM Services

Personnel	LOADED RATE Sept 2021	LOADED RATE Sept 2022	LOADED RATE Sept 2023	LOADED RATE Sept 2024	Total Hrs	Ave. Rate	Total Labor Cost	Remarks
Constructability Review & Cost Estimate 3 Months:					188		\$49,811.02	
Project Manager	\$310.00	\$322.40	\$335.30	\$348.71	20	\$329.10	\$6,582.02	
Resident Engineer /Roadway/QSD	\$285.00	\$296.40	\$308.26	\$320.59	80	\$302.56	\$24,204.84	
Structures Representative	\$295.00	\$306.80	\$319.07	\$331.83		\$313.18		
Scheduler	\$240.00	\$249.60	\$259.58	\$269.97	8	\$254.79	\$2,038.30	
Utilities	\$200.00	\$208.00	\$216.32	\$224.97	40	\$212.32	\$8,492.93	
Electrical	\$200.00	\$208.00	\$216.32	\$224.97	40	\$212.32	\$8,492.93	
Bid and Award Process 1 Month:					24	\$764.36	\$18,344.72	
Project Manager	\$310.00	\$322.40	\$335.30	\$348.71	4	\$329.10	\$1,316.40	
Resident Engineer	\$285.00	\$296.40	\$308.26	\$320.59	16	\$302.56	\$4,840.97	
Office Engineer	\$125.00	\$130.00	\$135.20	\$140.61	4	\$132.70	\$530.81	
Construction and Post-Construction Phase 26 Months:					7054		\$1,588,251.85	
Project Manager	\$310.00	\$322.40	\$335.30	\$348.71	200	\$329.10	\$65,820.19	
Resident Engineer	\$285.00	\$296.40	\$308.26	\$320.59	2127	\$302.56	\$643,546.31	
Structures Rep.	\$295.00	\$306.80	\$319.07	\$331.83		\$313.18		
Construction Structural Inspector Lead	\$245.00	\$254.80	\$264.99	\$275.59		\$260.10		
Construction Structural Inspector #2	\$245.00	\$254.80	\$264.99	\$275.59		\$260.10		
Construction Roadway Inspector # 1	\$235.00	\$244.40	\$254.18	\$264.34	600	\$249.48	\$149,687.86	
Construction Roadway Inspector #2	\$235.00	\$244.40	\$254.18	\$264.34	600	\$249.48	\$149,687.86	
Construction Roadway Inspector #3	\$235.00	\$244.40	\$254.18	\$264.34		\$249.48		
Construction Inspector (Utilities)	\$210.00	\$218.40	\$227.14	\$236.22	200	\$222.94	\$44,587.87	
Scheduler	\$240.00	\$249.60	\$259.58	\$269.97	200	\$254.79	\$50,957.57	
Electrical /Signal Inspector	\$200.00	\$208.00	\$216.32	\$224.97	600	\$212.32	\$127,393.92	
Office Engineer	\$125.00	\$130.00	\$135.20	\$140.61	2127	\$132.70	\$282,257.15	
Labor Compliance	\$125.00	\$130.00	\$135.20	\$140.61	200	\$132.70	\$26,540.40	
SWPP Coordinator	\$225.00	\$234.00	\$243.36	\$253.09	200	\$238.86	\$47,772.72	
PRIME CONSULTANT TOTAL HOURS + LABOR DOLLARS							\$1,656,407.60	
Subconsultants (On call)								
Landscape (Minor Landscape- Submittals, Rock blanket, erosion control, crossovers, relocation)							\$60,000.00	
Material Testing							\$150,000.00	
Source Inspection Budget							\$175,000.00	
Survey Budget							\$100,000.00	
Public Relations Budget								
TOTAL SUBCONSULTANTS ON CALL							\$485,000.00	
TOTAL HOURS + LABOR DOLLARS							\$2,141,407.60	
Office Complex Option ___ Months								
ODC Office Supplies							\$60,000.00	
TOTAL							\$2,201,407.60	
10% Contingency							\$220,140.76	
Total CM service Budget							\$2,421,548.36	

Minute Action

AGENDA ITEM: 8

Date: June 9, 2022

Subject:

Metrolink Station Accessibility Improvement Phase II Project - City of Rancho Cucamonga Amendment

Recommendation:

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

Approve Amendment No. 1 to Cooperative Agreement No. 20-1002316 (20-1002316-01) with the City of Rancho Cucamonga, for the delivery of the Planning, Environmental, Design, Right-of-Way and Construction phases of the Metrolink Station Accessibility Improvement Phase II Project (Project), which increases Project funding from the City of Rancho Cucamonga by \$146,847.50, for a new funding total of \$488,210.50, and increases SBCTA funding contribution by \$146,847.50, which will be funded with Transportation Development Act Article 3 funds.

Background:

The Metrolink Station Accessibility Improvement Phase II Project (Project) will utilize a grant of federal Active Transportation Program (ATP), Transportation Development Act (TDA) Article 3, and local City funds to provide safe pedestrian/bicycle access, way-finding signage, sidewalk improvements, high-visibility crosswalks, bicycle parking and improvements to key corridors of the regional bicycle network designed to directly connect to Metrolink Stations in five cities in San Bernardino County.

On January 6, 2016, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved a Categorical Exemption under the California Environmental Quality Act (CEQA). On March 3, 2016, California Department of Transportation (Caltrans) approved a Categorical Exemption/Categorical Exclusion Determination under the National Environmental Policy Act (NEPA) for the Project.

On October 7, 2020, the Board approved separate cooperative agreements with each of the five cities to define Project roles, responsibilities, and funding, specifying SBCTA as the lead agency for Project administration and funding, which included Cooperative Agreement No. 20-1002316 with the City of Rancho Cucamonga (City).

On December 2, 2020, the Board approved an award of the design contract. The final design is scheduled for completion in mid-2022.

The ATP Grant funding apportioned for the improvements in the City is \$1,365,450. Due to multiple design modifications coordinated with the City, which have been incorporated into the Project, these City improvements are now estimated to cost \$1,659,145, based on the 95% design engineer's estimate. The City has agreed to split this \$293,695 cost increase with SBCTA by contributing an additional \$146,847.50 to the Project in addition to the \$341,363, they are

Entity: San Bernardino County Transportation Authority

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already contributing to the Project support costs. SBCTA will fund its additional cost share of \$146,847.50 with TDA Article 3 funds.

Financial Impact:

This item is not consistent with the Proposed Fiscal Year 2022/2023 Budget under Task No. 0860 Arterial Projects, Sub-Task No. 0810 Metrolink ATP Phase-II Project. A future budget amendment will be brought to the Board of Directors for incorporation of the TDA Article 3 funds.

Reviewed By:

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

Responsible Staff:

Juan Lizarde, Project Manager

Approved
Board of Directors Metro Valley Study Session
Date: June 9, 2022

Witnessed By:

San Bernardino County Transportation Authority

Contract Summary Sheet

8.a

General Contract Information

Contract No: 20-1002316 Amendment No.: 1

Contract Class: Receivable Department: Project Delivery

Customer ID: RC CI Customer Name: City of Rancho Cucamonga

Description: Metrolink Station Accessibility Improvement Phase II Project

List Any Accounts Payable Related Contract Nos.: _____

Dollar Amount							
Original Contract		\$	341,363.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Current Amendment		\$	146,847.50	Current Amendment		\$	-
Total/Revised Contract Value		\$	488,210.50	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	488,210.5

Contract Authorization

Board of Directors Date: 7/6/2022 Committee _____ Item # _____

Contract Management (Internal Purposes Only)

Local		Funding Agreement	
Accounts Receivable			
Total Contract Funding:	\$	488,210.50	Funding Agreement No: <u>20-1002316</u>
Beginning POP Date:	<u>10/7/2020</u>	Ending POP Date:	<u>12/31/2026</u>
Expiration Date:	<u>12/31/2026</u>	Final Billing Date:	<u>12/31/2026</u>
Sub-		Sub-	
Fund Prog Task Task Revenue Total Contract Funding:		Fund Prog Task Task Revenue Total Contract Funding:	
GL: 6010 40 0860 0810 42417007 488,210.50		GL: - - - - - -	
GL: - - - - - -		GL: - - - - - -	
GL: - - - - - -		GL: - - - - - -	
GL: - - - - - -		GL: - - - - - -	
GL: - - - - - -		GL: - - - - - -	

Juan Lizarde

Project Manager (Print Name)

Henry Stultz

Task Manager (Print Name)

Additional Notes: Receivable Contract No. 21-1002538.

Attachment: 20-1002316-01_CSS [Revision 1] (8529 : Metrolink Station Accessibility Improvement Phase II Project - Rancho Cucamonga

**AMENDMENT NO. 1 TO
COOPERATIVE AGREEMENT NO. 20-1002316**

**FOR
PLANNING AND ENVIRONMENTAL; PLANS, SPECIFICATIONS AND ESTIMATE
(PS&E); RIGHT-OF-WAY (ROW); AND CONSTRUCTION FOR PHASE II OF THE
RANCHO CUCAMONGA METROLINK STATION ACCESSIBILITY
IMPROVEMENT PROJECT**

**BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AND
THE CITY OF RANCHO CUCAMONGA**

THIS AMENDMENT No. 1 to Cooperative Agreement No. 20-1002316 (referred to herein as “Amendment No. 1”) is made and entered into by and between the San Bernardino County Transportation Authority (“SBCTA”) and the City of Rancho Cucamonga (“CITY”), (SBCTA and CITY may be referred to individually herein as a “Party” and collectively as “Parties”).

WHEREAS, SBCTA and City executed Cooperative Agreement No. 20-1002316 in December 2020; and

WHEREAS, per the 95% engineers estimate, the construction cost has increased by \$293,695, and Parties agree to a 50/50 split to cover the cost increase; and

WHEREAS, this Amendment No. 1 is intended to update the Funding Table to include an additional \$146,847.50 in City funding and an additional \$146,847.50 in SBCTA funding for a new total Project cost of \$2,000,508.00.

NOW, THEREFORE, the Parties agree to the following changes:

1. Section III.B “SBCTA Responsibilities” is amended in its entirety to read as follows:—

“B. To contribute towards the Planning, Environmental, PS&E, ROW, and Construction phases of the Phase II PROJECT an estimated **\$6,278,511.50**. The actual cost of a specific phase or improvements within a specific city may ultimately vary and cause the total Project cost to change from the estimate provided in Attachment A. The total Project cost remaining after contribution from the CITY and other participating cities, exclusive of the

CITY-provided services specified in Part IV of this AGREEMENT, is to be borne solely by SBCTA.”

2. Section IV.B “City Responsibilities” is amended in its entirety to read as follows:

“B. To contribute, within 45 days of receiving SBCTA’s invoices, the CITY share of the PROJECT’s total cost for design and construction, which is estimated to be **\$488,210.50**. The actual cost may ultimately vary and cause the total PROJECT cost to change from the estimate provided in Attachment A. The total PROJECT costs remaining after contributions from CITY and other participating cities, exclusive of the CITY-provided services specified in Part IV of this AGREEMENT, is to be borne solely by SBCTA.”

3. Attachment A to the AGREEMENT is replaced in its entirety with the revised Attachment A attached to this Amendment No. 1.

4. Except as otherwise provided in this Amendment No. 1, all other terms and conditions of the AGREEMENT shall remain in full force and effect .

5. This Amendment No. 1 is effective upon execution by SBCTA.

-----SIGNATURE ON THE FOLLOWING PAGE-----

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

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Curt Hagman
President, Board of Directors

Date: _____

CITY OF RANCHO CUCAMONGA

By: _____
L. Dennis Michael
Mayor

Date: _____

APPROVED AS TO FORM:

By: _____
Juanda L. Daniel
Assistant General Counsel

**APPROVED AS TO FORM AND
PROCEDURE:**

By: _____
James L. Markman
City Attorney

**ATTACHMENT A
PROJECT FUNDING TABLE**

Table 1. Phase II Costs for Rancho Cucamonga Metrolink Station

Fund	Amount
City of Rancho Cucamonga	
<i>ATP Local Contribution for Design and Construction</i>	\$488,210.50
<i>Project Management Cost (and other City incurred cost)</i>	\$0
Total City Contribution	\$488,210.50
ATP / Phase II Project Funding and TDA funding allocated to Rancho Cucamonga	\$1,512,297.50
Total Cost	\$2,000,508.00

DRAFT

Minute Action

AGENDA ITEM: 9

Date: June 9, 2022

Subject:

Interstate 215 Landscape Replacement Project - Vali Cooper & Associates, Inc., Time Extension Contract Amendment

Recommendation:

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

A. Approve Amendment No. 2 to Contract No. 16-1001378 with Vali Cooper & Associates, Inc. for Construction Management Services, to extend the expiration date by five (5) years to September 3, 2027.

B. Authorize an exception to SBCTA Policy No. 11000, Article V-C.3, "Amendments", for Contract No. 16-1001378, to extend the maximum term beyond five (5) years to complete the landscape construction and maintenance on Interstate 215 landscape segments 1, 2, 3 and 5.

Background:

In January 2012, the San Bernardino County Transportation Authority (SBCTA) entered into a contract with the California Department of Transportation (Caltrans), whereby Caltrans was the lead agency for performing acquisition of right-of-way, preparation of the environmental document, and preliminary and final design of the landscaping plans for the Interstate 215 (I-215) corridor segments. The final design plans were broken into four (4) segments: segment 1, 2, 3 and 5, all within the City of San Bernardino.

In September 2014, the Board of Directors (Board) approved Contract No. 16-1001378 with Vali Cooper & Associates, Inc., (Vali Cooper) to perform Construction Management Services for the four (4) segments, including management of four (4) years of Establish Existing Planting (EEP) for each segment.

In July 2015, the Board approved Amendment No. 1 to Contract No. 16-1001378 to adjust the professional liability insurance requirements.

Recommendation A: This amendment is required to extend the current expiration date of September 3, 2022 by five (5) years to September 3, 2027, in order to complete the EEP for segments 1, 2 and 3. The additional five (5) years will also provide sufficient time to complete the construction and plant establishment for segment 5. Staff recommends approval of Amendment No. 2 to Contract No. 16-1001378 with Vali Cooper to extend the expiration date by five (5) years to September 3, 2027.

Recommendation B: Based on the ongoing construction management services being provided by Vali Cooper for the landscape maintenance on I-215 segments 1, 2 and 3; and due to Vali Cooper's skills and experience, re-competing for these services would not be beneficial to these projects. In addition, Vali Cooper is currently assisting staff with the construction closeout for segment 2. Staff is requesting an exception to Policy No. 11000 Article V-C.3,

Entity: San Bernardino County Transportation Authority

Board of Directors Metro Valley Study Session Agenda Item

June 9, 2022

Page 2

“Amendments”, for Contract No. 16-1001378 to extend the maximum term beyond five (5) years to complete the construction and maintenance for I-215 landscape segments 1, 2, 3 and 5.

Financial Impact:

This item is consistent with the Proposed Fiscal Year 2022/2023 Budget under Task No. 0820 Freeway Projects, Sub-Task No. 0838 I-215 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 amendment.

Responsible Staff:

Juan Lizarde, Project Manager

Approved
Board of Directors Metro Valley Study Session
Date: June 9, 2022

Witnessed By:

San Bernardino County Transportation Authority

Contract Summary Sheet

9.a

General Contract Information

Contract No: 16-1001378 Amendment No.: 2

Contract Class: Payable Department: Project Delivery

Vendor No.: 03378 Vendor Name: Vali Cooper & Associates, Inc.

Description: Construction Management Services for I-215 Landscaping Segments 1, 2, 3, and 5

List Any Related Contract Nos.: C14129

Dollar Amount

Original Contract	\$	2,547,556.38	Original Contingency	\$	254,755.0
Prior Amendments	\$	-	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
Total/Revised Contract Value	\$	2,547,556.38	Total Contingency Value	\$	254,755.0
Total Dollar Authority (Contract Value and Contingency)				\$	2,802,311.3

Contract Authorization

Board of Directors Date: 7/6/2022 Committee Item #

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? No No Budget Adjustment

Federal/Local Construction Management N/A

Accounts Payable

Estimated Start Date: 7/20/2015 Expiration Date: 9/3/2022 Revised Expiration Date: 9/3/2027

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

							Total Contract Funding:		Total Contingency:	
							\$	2,547,556.38	\$	254,755.00
GL	2040	40	0820	0838	52005	42104007		359,053.36		-
GL	2040	40	0820	0838	52005	42104008		362,549.59		-
GL	2040	40	0820	0838	52005	42104009		602,116.69		-
GL	4907	40	0820	0838	52005	41100000		629,728.61		254,755.00
GL	2040	40	0820	0838	52005	42104003		594,108.13		-
GL								-		-
GL								-		-
GL								-		-
GL								-		-
GL								-		-

Juan Lizarde

Henry Stultz

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes:

Attachment: 16-1001378-02_CSS [Revision 1] (8549 : I-215 Landscape - Vali Cooper Time Extension Amendment)

**AMENDMENT NO. 2 TO
CONTRACT NO. 16-1001378 (C14129)
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AND
VALI COOPER & ASSOCIATES, INC.
FOR
CONSTRUCTION MANAGEMENT SERVICES FOR THE INTERSTATE 215
SEGMENTS 1, 2, 3 AND 5 LANDSCAPE CONSTRUCTION AND ESTABLISH
EXISTING PLANTING PROJECTS**

I. PARTIES AND TERM

- A. THIS AMENDMENT NO. 2 to Contract No. 16-1001378 (C14129) dated August 11, 2015 (“Amendment No. 2”) is made and entered into by and between the San Bernardino County Transportation Authority (hereinafter referred to as “SBCTA”) and VALI COOPER & ASSOCIATES, INC. (CONSULTANT), (SBCTA and CONSULTANT may be referred to herein as a “Party” and collectively “Parties”).

II. RECITALS

- A. WHEREAS, SBCTA under Contract 16-1001378 (C14129) (“CONTRACT”) engaged the services of CONSULTANT to provide Construction Management Services for the Interstate 215 Segments 1, 2, 3 and 5 Landscape Construction and Establish Existing Planting Project.
- B. WHEREAS, CONSULTANT and SBCTA previously amended CONTRACT the Agreement pursuant to Amendment No.1, dated August 5, 2015, to modify Article 19.1, Professional Liability.
- C. WHEREAS, CONSULTANT and SBCTA now wish to further amend CONTRACT to extend the expiration date by five-years to September 3, 2027 to allow for completion of the Establish Existing Planting Phase for Segments 1, 2 and 3 and Construction and Plant Establishment for Segment 5 including closeout activities.
- D. WHEREAS, The Contract and Amendment No. 1 were entered into by the San Bernardino Associated Governments acting in its capacity as the San Bernardino County Transportation Commission (SANBAG).
- E. WHEREAS, SBCTA is the successor to the San Bernardino County Transportation Commission pursuant to California Public Utilities Code Section 130807 et seq. and the parties wish to clarify all references in the Contract and all related amendment to SANBAG to mean the San Bernardino County Transportation Authority or SBCTA.

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

1. All references in the Contract and all related amendments to SANBAG shall mean the San Bernardino County Transportation Authority (SBCTA).
2. The entirety of Article 4.1, entitled "PERFORMANCE PERIOD" is amended to read as follows:

"This Contract shall go into effect on July 1, 2015 contingent upon approval by SBCTA's Awarding Authority, and CONSULTANTS shall commence work after written notification to proceed by SBCTA's Contract Administrator. The Contract shall end on **September 3, 2027**, unless extended by written amendment."

3. Except as amended by this Amendment No. 2, all other terms and conditions of the Contract and Amendment No. 1 shall remain in full force and effect.
4. The recitals are incorporated into the body of this Amendment No. 2.
5. This Amendment No. 2 may be signed in counterparts, each of which shall constitute an original.
6. The Effective Date of this Amendment is the date SBCTA executes this Amendment No. 2.

SIGNATURES ON FOLLOWING PAGE:

Attachment: 16-1001378-02 (8549 : I-215 Landscape - Vali Cooper Time Extension Amendment)

IN WITNES THEREOF, this amendment 16-1001378-02 has been executed by the Parties hereto and is effective on the date signed by SBCTA.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

**VALI COOPER &
ASSOCIATES, INC.**

By: _____

Curt Hagman
President, Board of Directors

Date: _____

APPROVED AS TO FORM

By: _____

Juanda Lowder Daniel
Assistant General Counsel

Date: __/__/____

CONCURRENCE

By: _____

Shaneka M. Morris
Procurement Manager

Date: _____

By: _____

Charlene Palmer
Vice President

Date: _____

By: _____

Grant Ratkovic
Assistant Secretary

Attachment: 16-1001378-02 (8549 : I-215 Landscape - Vali Cooper Time Extension Amendment)

Minute Action

AGENDA ITEM: 10

Date: June 9, 2022

Subject:

Interstate 10/Mt. Vernon Avenue Improvements Project Right-of-Way Appraisals and Offers

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. Authorize staff to complete appraisal of properties identified in Table A and to make offers of Just Compensation to the property owners for the acquisition of property necessary for the Interstate 10/Mt. Vernon Avenue Improvements Project (Project); and

B. Authorize the Director of Project Delivery to add or remove parcels in Table A, as deemed necessary for the Project.

Background:

San Bernardino County Transportation Authority (SBCTA) is proceeding with the delivery of the Mt. Vernon Avenue Improvements Project (Project) at Interstate 10. The acquisition of Temporary Construction Easements (TCE), Partial Takes and Access Control Rights from nine (9) commercial and two (2) industrial properties are required to construct and operate the Project.

In August 2018, a cooperative agreement was approved between SBCTA and the City of Colton, authorizing expenditures for Right-of-Way (ROW) and defining SBCTA's role as the lead agency for acquisition of ROW. Costs for ROW on this Project will be funded with Measure I and City Developer Impact Fees. Environmental approval occurred April 19, 2022, and staff would like to proceed with appraisals. The anticipated property rights needed for the Project are listed in Table A below.

Table A: Anticipated Property Rights Needed

Assessor Parcel Number	Owner	Current Land Use	Rights Needed
0162-203-14	TABBAA MARDINI REAL ESTATE INVMNTS LLC C/O ABDUL R MARDINI	COMMERCIAL	Partial Take, TCE
0163-041-29	BARENDT, ROY E ETAL CLAY, RICHARD & TAMMY, TRUST 3/2/12	COMMERCIAL	TCE
0164-172-30	TRINH, LAN TO	COMMERCIAL	TCE
0164-172-31	TRINH, LAN TO	COMMERCIAL	TCE
0164-172-32	TRINH, LAN TO	COMMERCIAL	TCE
0164-172-33	TRINH, LAN TO	COMMERCIAL	Partial Take, TCE
0164-172-41	ALVAREZ, MACEDONIO ALVAREZ, VERONICA O	COMMERCIAL	Partial Take, TCE
0164-172-49	HATZIS, PANAGIOTA	COMMERCIAL	Partial Take, TCE
0164-172-53	SONG, SUE CHIN LIV TR 03/13/07 C/O TAX DEPT #33604	COMMERCIAL	Partial Take, TCE
0276-121-09	SINGH, MAJOR SINGH, HARPAL	INDUSTRIAL	Partial Take, TCE, Access Control
0276-121-17	SINGH, MAJOR SINGH, HARPAL	INDUSTRIAL	Partial Take, TCE, Access Control

Upon completion of appraisals, just compensation will be offered to property owners of record, in an amount not less than the appraised value of the property rights required for Project implementation. Staff will make diligent efforts to reach settlements with affected property owners. Per the terms of the cooperative agreement, in the event that settlement agreements cannot be reached with property owners, as the lead for eminent domain, the SBCTA Board of Directors will conduct Resolutions of Necessity (RON) hearings to consider adoption of RONs as necessary.

As the final design progresses, the property rights needed and properties listed in Table A could slightly change. For the purposes of streamlining the ROW process, and in order to meet the Project schedule, staff recommends the Director of Project Delivery be authorized to make changes to Table A, provided the properties are environmentally cleared. Any changes will be presented at a future Board of Directors Metro Valley Study Session meeting as an informational item.

The anticipated property rights needed currently consist of TCE's needed to construct the Project and permanent access control limits needed to accommodate safe ingress and egress to adjacent properties when the future geometric configuration of the facility is in place.

Board of Directors Metro Valley Study Session Agenda Item

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Financial Impact:

This item is consistent with the Proposed Fiscal Year 2022/2023 Budget.

Reviewed By:

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

Responsible Staff:

Juan Lizarde, Project Manager

Approved
Board of Directors Metro Valley Study Session
Date: June 9, 2022
Witnessed By:

Minute Action

AGENDA ITEM: 11

Date: June 9, 2022

Subject:

I-10 Express Lanes Contract 1 Project California Department of Transportation Freeway Maintenance Agreement

Recommendation:

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

A. Approve Freeway Maintenance Agreement No. 22-1002815 with the California Department of Transportation (Caltrans) for the Interstate 10 (I-10) Express Lanes Contract 1 Project for a fifty (50) year term to align with the term of the Toll Facility Agreement (TFA) and waive the five (5) year maximum contract term as stipulated in SBCTA Procurement and Special Risk Assessment Policy No. 11000. The total estimated cost is \$17.8 million over the fifty (50) year term.

B. Approve contingency in an amount not-to-exceed \$1.78 million over the fifty (50) year term for Contract No. 22-1002815; and authorize the Executive Director, or his designee, to release contingency as necessary for the I-10 Express Lanes Contract 1 Project Maintenance Agreement.

C. Authorize the Executive Director, or his designee, to execute the final agreement once approved as to form by SBCTA General Counsel.

D. Authorize the Executive Director, or his designee, to execute annual cost amendments to the agreement that do not exceed an annual three (3) percent increase over the previous year.

Background:

On January 4, 2018, San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved the Toll Facility Agreement (TFA) with the California Department of Transportation (Caltrans) granting SBCTA a lease of use of the state highway Right-of-Way for the operation and maintenance of the SBCTA Interstate 10 (I-10) Express Lanes Contract 1 Project (Project). Under the TFA, SBCTA is obligated to perform maintenance of the toll facility in accordance with Caltrans' maintenance standards and is solely responsible for procurement of Caltrans or another entity to provide maintenance. The Project is scheduled to open in summer 2023, and at that time, SBCTA will be responsible for providing routine maintenance of the Express Lanes facility.

Staff has reached out to other Express Lanes operators in Southern California, none of which have contracted with an entity other than Caltrans for Express Lanes maintenance since Caltrans own and operate the State Highway System. The use of Caltrans for Express Lanes maintenance ensures the Project will be maintained in accordance with Caltrans' standards, facilitates the annual Caltrans maintenance certification as required by the Federal Highway Administration, and provides SBCTA with a full breadth of emergency response equipment and personnel, should the need arise.

Entity: San Bernardino County Transportation Authority

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Caltrans' integral role in the design build process of the Project, and the district's experience in providing maintenance for the Riverside County Transportation Commission (RCTC) State Route 91 and Interstate 15 Express Lanes provides confidence that they are in the best position to serve as the roadway maintenance provider under a Freeway Maintenance Agreement (FMA). Caltrans' District 8 staff is well-prepared to perform the wide range of services required on a time and material basis to ensure continued operation and maintenance of the Project.

Routine maintenance will be performed regularly during light traffic hours, typically early Sunday mornings. Caltrans will provide a yearly work plan and budget for SBCTA review and approval. The initial work plan, which includes an 18-month work schedule, is currently estimated to cost \$318,310 for Fiscal Year (FY) 2021/2022. Since the Express Lanes will not be operational until summer 2023, this estimated cost will be updated within six (6) months prior to the summer 2023 opening date with the appropriate FY 2022/2023 amount. Staff will monitor and evaluate the annual work plan to ensure safe and efficient operations. The proposed maintenance contract includes routine and emergency maintenance of the express lanes such as channelizer replacement, pavement marker repair, pavement repair, signage replacement, sweeping, debris removal, drainage clearing and other maintenance items.

Staff recommends a 50-year term for the agreement with Caltrans to align with the term of the TFA which requires a waiver of SBCTA Procurement and Special Risk Assessment Policy No. 11000 Section IV- B(4) that stipulates a maximum five (5) year contract term. Staff will coordinate with Caltrans to establish an annual work plan and cost estimate and recommends the Board authorize the Executive Director, or his designee, to execute annual cost amendments that do not exceed a three (3) percent increase from the previous year. This authority to increase the annual costs will start with the estimated costs for FY 2021/2022. Annual cost amendments exceeding three (3) percent will be presented to the Board for consideration. The total estimated cost of the fifty (50) year term is \$17.8 million. If SBCTA is not satisfied with Caltrans' performance or determines a more cost-effective approach for maintenance of the Project exists, SBCTA has the right to terminate the contract with Caltrans with six (6) months advance notice. Analysis and recommendations for alternative approaches to Project maintenance will be presented to the Board for consideration and direction to staff as appropriate. The FMA includes language under Clause 7, Term and Termination, that the FMA will automatically terminate upon any termination of the TFA.

This item does not impact the Proposed FY 2022/2023 Budget as the facility is not anticipated to begin revenue service until Fiscal Year 2023/2024. Funding for Project maintenance will be incorporated into the Fiscal Year 2023/2024 Budget.

Financial Impact:

This item has no financial impact on the Proposed Fiscal Year 2022/2023 Budget.

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 contract.

Responsible Staff:

Philip Chu, Toll Operations Administrator

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General Contract Information

Contract No: 22-1002815 Amendment No.: _____

Contract Class: Payable Department: Toll Operations

Vendor No.: 00450 Vendor Name: Caltrans

Description: I-10 Express Lanes Contract 1 Freeway Maintenance Agreement

List Any Related Contract Nos.: _____

Dollar Amount							
Original Contract		\$	17,814,573.00	Original Contingency		\$	1,780,000.0
Prior Amendments		\$	-	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	17,814,573.00	Total Contingency Value		\$	1,780,000.0
	Total Dollar Authority (Contract Value and Contingency)					\$	19,594,573.0

Contract Authorization

Board of Directors Date: 7/6/2022 Committee Item # _____

Contract Management (Internal Purposes Only)

Capital Project Contracts Sole Source? No N/A

Local Construction and Maintenance Agreement N/A

Accounts Payable

Estimated Start Date: 7/1/2023 Expiration Date: 7/1/2073 Revised Expiration Date: _____

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

							Total Contract Funding:		Total Contingency:	
							\$	17,814,573.00	\$	1,780,000.00
GL	4110	40	0820	0823	53425	41100000	MSI-Freeway		500,000.00	-
GL	7550	40	0820	0823	53425	44001000	I-10 Express Lanes		17,314,573.00	1,780,000.00
GL									-	-
GL									-	-
GL									-	-
GL									-	-
GL									-	-
GL									-	-
GL									-	-
GL									-	-
GL									-	-

Philip Chu

Tim Byrne

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes: Strings and annual amount will be provided 3 months prior to Expresslanes operations and will be paid from toll revenue in fund 7550.

Attachment: 22-1002815 CSS [Revision 1] (8600 : I-10 Express Lanes Contract 1 Project - Caltrans Maintenance Agreement)

Freeway Maintenance Agreement

SBCTA Contract No. 22-1002815

I-10 Express Lanes San Bernardino County, California

Freeway Maintenance Agreement
by and between
San Bernardino County Transportation Authority and State of California, Department of
Transportation regarding
I-10 Express Lanes

This Freeway Maintenance Agreement ("FMA"), is made and entered into as of _____, by and between the State of California, acting by and through the Department of Transportation ("Caltrans"), and the San Bernardino County Transportation Authority, a California county transportation Authority ("SBCTA"). Caltrans and SBCTA are sometimes referred to herein, collectively, as the "Parties". This FMA is made in consideration of the following:

1. Recitals

1.1 WHEREAS, SBCTA and Caltrans have entered into a Design-Build Cooperative Agreement, dated July 28, 2017, pursuant to which SBCTA, through use of a design-build contractor, is currently undergoing construction of the I-10 Corridor Contract 1 Express Lanes Project ("PROJECT") defined as follows, which includes construction of the initial "Toll Facility":

Construction of two express lanes in each direction and related improvements, including the EXPRESS LANES TOLL FACILITY on the Interstate-10 corridor from 0.4 miles west of the White Avenue overcrossing to 0.2 miles west of the Cherry Avenue overcrossing.

1.2 WHEREAS, SBCTA and Caltrans have entered into a Toll Facility Agreement ("TFA"), effective as of February 14, 2019 under the authority of and pursuant to Section 130000, et seq., of the Public Utilities Code and Section 149.11(b) of the Streets and Highways Code.

1.3 Pursuant to the TFA, SBCTA is responsible for the maintenance of the Toll Facility in accordance with the Caltrans furnished Maintenance Standards, defined below.

1.4 WHEREAS, Under the TFA, SBCTA must submit to Caltrans for its approval a maintenance plan for the Toll Facility prior to commencement of operations, which, to the extent that SBCTA engages Caltrans to perform maintenance services, shall be the work plan adopted pursuant to this FMA.

1.5 WHEREAS, The Parties desire Caltrans to maintain the Toll Facility as set forth in this FMA for the term hereof with the purpose of meeting SBCTA's maintenance obligations under the TFA, causing minimum interference with SBCTA's ability to provide a high quality transportation service to motorists and meet other obligations associated with the PROJECT.

1.6 WHEREAS, The Parties do not desire Caltrans to maintain toll collection components such as ETC System, AVI, data networks, toll enforcement equipment, offices, communications centers or other facilities which are not located within the State right of way.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually understood and agreed by SBCTA and Caltrans as follows:

2. Definitions

Unless the context otherwise specifies or requires an alternate meaning, for the purposes of this FMA the following terms shall have the meanings set forth in this Section 2:

2.1 **Actual Costs.** The term "Actual Costs" shall mean, with respect to the Maintenance Services provided pursuant to this FMA, the actual cost to Caltrans of the provision of such services, which shall be deemed to include only the following components:

(a) The actual cost of Caltrans personnel engaged in performing, scheduling, supervising and managing the Maintenance Services, determined in accordance with Caltrans' actual hourly rates;

(b) The actual costs of materials used by Caltrans in performing the Maintenance Services, based upon invoices or other evidence reasonably acceptable to SBCTA;

(c) The actual costs of equipment (loaded or billing rate) used by Caltrans in performing the Maintenance Services, based upon Caltrans standard equipment costs;

(d) The actual costs of services performed by Caltrans' subcontractors authorized in advance by SBCTA pursuant to the provisions of this FMA; and

(e) General and overhead costs to the same extent that such charges are authorized by the Laws and Regulations, the Maintenance Manual, and the State Administrative Manual and are charged to public and private entities to which Caltrans furnishes comparable maintenance services.

2.2 **AVI.** The term "AVI" shall mean a system for automated vehicle identification which identifies vehicles as they pass through a lane or roadway.

2.3 **Budget.** The term "Budget" shall mean the annual budget for Maintenance Services established pursuant to Section 5 of this FMA.

2.4 **Comparable State Highways.** The term "Comparable State Highways" shall mean State Highways in San Bernardino County having traffic volumes and physical characteristics similar to those of the Toll Facility.

2.5 **ETC System.** The terms "Electronic Toll Collection System" and "ETC System" are interchangeable and shall each mean the systems, equipment or software used by SBCTA for AVI, video surveillance, enforcement equipment, communications equipment and all other hardware necessary for electronic toll collection and operations.

2.6 **Fiscal Year.** The twelve-month period beginning July 1 and ending June 30.

2.7 **Initial Operating Period.** The term "Initial Operating Period" shall mean the period beginning on the Opening Date and ending on the final day of the first complete fiscal year. The Initial Operating Period may be longer than twelve months.

2.8 **Laws and Regulations.** The term "Laws and Regulations" shall mean all applicable federal, state and local laws, rules, regulations, and codes related to the Maintenance Services or this FMA, including Caltrans rules, policies and procedures.

2.9 **Leasehold Mortgagee.** The term "Leasehold Mortgagee" shall mean the holder of any mortgage, pledge or other encumbrance or collateral assignment of this FMA, and any other agreements between the Parties related to the Toll Facility, and the beneficiary of any such assignment.

2.10 **Maintenance Services.** The term "Maintenance Services" shall mean all services to be provided by Caltrans as described in this FMA and in the agreed upon annual Work Plan.

2.11 **Maintenance Standards.** The term "Maintenance Standards" shall mean the then applicable published Caltrans maintenance schedules and standards, the Maintenance Manual, or any applicable Caltrans guidance of statewide application, which is in effect at that time, to the same extent and manner that Caltrans is applying the same manual or guidance to the maintenance of Comparable State Highways.

2.12 **Maintenance Manual.** The term "Maintenance Manual" shall mean the Caltrans Maintenance Manual, Volume I, dated July 2014, as it may be revised from time to time.

2.13 **FMA.** The term "FMA" shall mean this Freeway Maintenance Services Agreement.

2.14 **Opening Date.** The term "Opening Date" shall mean the first day on which the Toll Facility opens for public use and toll operations.

2.15 **Operating Period.** The term "Operating Period" shall mean each fiscal year following the Initial Operating Period.

2.16 **Maintenance of Traffic Control.** The term "Maintenance of Traffic Control" shall mean temporary traffic control and related field support in response to an incident on the Express Lanes.

2.17 **Scheduled Maintenance.** The term "Scheduled Maintenance" shall mean routine repair and maintenance services, including, but not limited to those services listed under Section 3, subsection 3.1, Services Provided by Caltrans, to the extent such services are included in the Work Plan and the monthly maintenance schedule.

2.18 **Urgent Maintenance.** The term "Urgent Maintenance" shall mean unplanned repair and maintenance services that are not included in the monthly maintenance schedule and require an immediate response to correct a safety issue, measures necessary for the protection of property, public emergency or allow for continued operation of the Express Lanes.

2.19 **Work Plan.** The term "Work Plan" shall mean the annual work plan adopted by SBCTA and Caltrans in accordance with Section 5 hereof, as such work plan may be modified by the Parties in accordance with Section 5.

Any other capitalized term used but not defined in this FMA shall have the same meaning as set forth in the TFA.

3. **Caltrans' Responsibilities**

3.1 **Services Provided by Caltrans.**

During the Term, Caltrans shall provide the following Toll Facility Maintenance Services in accordance with the Maintenance Standards as approved in the Work Plan:

- Pavement repair
- Litter/Debris removal and sweeping
- Channelizer replacement
- Drain clearing and cleaning
- Median sign replacement
- Center median barrier repair replacement
- Crash cushion replacement
- Striping and pavement marking repair and/or replacement
- Spill or substance clean-up
- Storm water maintenance
- Electrical service repair
- Communications network repair
- Lighting repair and/or replacement
- Hazardous Material cleanup
- Storm water repair
- ETC System cabinet pad, fence, and gate repair and/or replacement
- Maintenance of Traffic Control

Caltrans shall provide all labor, materials, and equipment necessary to perform the work. Specialty materials to be provided by SBCTA or others will be determined during the annual Work Plan and Budget process, or as otherwise agreed upon by the Parties in writing.

Caltrans shall provide additional Maintenance Services as SBCTA and Caltrans agree in connection with the adoption of, or modification to, the annual Work Plan. All Maintenance Services shall be performed in accordance with the Maintenance Manual, except to the extent that this FMA or the Work Plan sets higher standards for specified Maintenance Services or Maintenance Standards. Caltrans shall advise SBCTA immediately in writing of any known conflicts between the Maintenance Manual, Maintenance Standards and the Laws and Regulations, as they may be revised, and the provisions of this FMA, which FMA will be amended to conform to those revisions, except as provided for by 3.2.3.

3.1.1 **Shared Cost for Joint Maintenance.** Pursuant to Section 8 of the TFA, the Parties agree to share the costs related to joint maintenance as further specified in the TFA.

3.2 Urgent Maintenance Response Times.

Caltrans shall take steps to ensure that Urgent Maintenance tasks are performed as quickly as reasonably possible to minimize safety hazards to the motoring public, risk to property and to minimize non-operational time of the Express Lanes. Dependent on context, such as whether broader or regional circumstances warrant, Table 1 below generally provides the maximum response times for specific Urgent Maintenance tasks. The stated response time begins upon notification to Caltrans, or upon Caltrans becoming aware of the need for Urgent Maintenance. Caltrans will be en-route within 30 minutes of notification.

Table 1

Task	Maximum Response Time
Fill Potholes	2 hours to initiate repair
Repair or reposition displaced barriers constituting a safety hazard	2 hours to initiate repair
Temporarily repair longitudinal spalls or cracks constituting a safety hazard	24 hours to complete repair
Deploy Maintenance of Traffic in response to incidents in the express lanes	En-route within 30 minutes of notification
Clean up spills constituting a safety hazard	En-route within 30 minutes of notification
Clear drain resulting in standing water or matter constituting a safety hazard	2 hours to initiate repair
Repair ETC System electrical service	2 hours to initiate repair
Repair ETC System communications network	2 hours to initiate repair

3.2.1 In all cases, Caltrans' response times may temporarily be varied at Caltrans' sole option due to diversions or reallocations of forces and equipment needed for public emergencies or Urgent Maintenance items in a manner consistent with Caltrans' customary practices for such diversions and reallocations of forces and equipment. However, frequent or persistent interruptions or delays in performing the Maintenance Services due to such diversions or reallocations shall be cause for termination of this FMA, at SBCTA's sole option. If necessary, Caltrans may temporarily divert or reallocate reasonably available forces and equipment from other areas for public emergencies and Urgent Maintenance items on the Toll Facility in a manner consistent with Caltrans' customary practices for such diversions and reallocations of forces and equipment.

3.2.2 In the event of any future modification of the Maintenance Manual which reduces the level or frequency of required maintenance on Comparable State Highways, SBCTA shall have the option of a) accepting such change, b) entering into an agreement with Caltrans to maintain the level and frequency of services then in effect, at a price determined in accordance with Article 7 hereof, or c) terminating this FMA on thirty (30) days' notice and performing maintenance using its own employees or third-party contractors.

3.2.3 In the event a future modification of the Maintenance Manual requires response times faster than those shown in Table 1 the faster response times shall govern.

3.3 Scheduled Maintenance - Scheduling.

Scheduled Maintenance shall be provided at the frequency set forth in the Work Plan. Scheduled Maintenance shall be performed as directed by SBCTA during low volume traffic periods to minimize loss of toll revenue and disruption to traffic operations. Scheduled Maintenance shall initially occur according to the existing I-10 Express Lanes maintenance window of every sixth week on Sunday from 3 am up to approximately noon ("Scheduled Maintenance Window"). The Parties shall, from time to time, review and redefine the Scheduled Maintenance Window to optimize revenue collection and Caltrans' ability to operate effectively and efficiently. Such adjustments may require multiple maintenance windows during a month or working on non I-10 Express Lanes scheduled maintenance days, as agreed upon by the Parties. At its discretion, either Party reserves the right to cancel or request additional scheduled maintenance upon reasonable prior notice to the other Party.

Caltrans shall assign a Caltrans Maintenance Supervisor level representative to work alongside SBCTA's toll operator to plan the Scheduled Maintenance activity in advance of the Scheduled Maintenance Window(s). The Scheduled Maintenance tasks will be planned in the annual Work Plan and adjusted on a monthly basis to meet the actual Toll Facility needs. Caltrans shall coordinate maintenance activities with the I-10 Express Lanes operator and Caltrans District 7 maintenance.

3.4 Administrative and Management Responsibilities.

Caltrans shall:

3.4.1 Hire, train and supervise all Caltrans personnel;

3.4.2 Administer all personnel matters, including labor relations, salaries, wages, benefits, working conditions, hours, terminations, and related matters;

3.4.3 Maintain documentation as required by the Maintenance Manual or as reasonably requested by SBCTA;

3.4.4 Deliver to SBCTA, by the 25th of each month, such reports of Maintenance Services performed during the immediately preceding month as SBCTA may reasonably request. Such reports shall be in sufficient detail to enable SBCTA to ascertain that all required Maintenance Services were performed during such month pursuant to this FMA, and shall provide all data which the Maintenance Manual requires Caltrans personnel to enter into Caltrans' Maintenance Management System, as defined in the Maintenance Manual. Such reports shall also indicate planned versus actual expenditures and planned

3.4.5 versus actual work accomplished for the immediately preceding month and for Caltrans' fiscal year to date. Caltrans' retention period for all data and reports relating to the Toll Facility shall be in accordance with the Maintenance Manual;

3.4.6 Establish an E-FIS or Project number in addition to county and post mile to designate the Toll Facility;

3.4.7 Transmit, by electronic mail, copies of completed "Maintenance Daily Worksheets" or equivalent documents from the Integrated Maintenance Management System (IMMS) by noon of the first work day following receipt of such reports by the District 8 Maintenance Office;

3.4.8 Maintain self-insurance in an amount sufficient to cover all risks under the FMA, and require that all Caltrans contractors performing Maintenance Services under this FMA maintain automobile liability and commercial liability coverage in an amount sufficient to cover all risks under this FMA.

3.4.9 Establish on-call contracts to enable timely response to Urgent Maintenance Services;

3.4.10 Provide and maintain all equipment needed to perform the Maintenance Services; and

3.4.11 Pursuant to Section 5.7 (c) and 8.9 of the TFA Caltrans shall coordinate planned maintenance closures performed under the FMA with Caltrans Traffic Management Center in Districts 8 and 7.

3.5 Deficiencies in Maintenance Services

Caltrans shall initiate steps to cure any maintenance deficiencies identified by SBCTA consistent with the approved Work Plan or through a modification to the Work Plan pursuant to Section 5.3 of this FMA, as applicable.

3.6 ETC System.

Caltrans shall not be responsible for maintenance of the ETC System. Caltrans shall perform all Maintenance Services in a manner calculated to prevent damage to the ETC System and avoid interference with the operation of the ETC System. SBCTA shall identify in writing, and Caltrans shall familiarize its personnel with, any procedures established by SBCTA or its contractors to safely operate in proximity to the various components of the ETC System. Caltrans shall submit maintenance procedures to SBCTA for comment and approval as to their potential damage to or impact on the operation of the ETC System. Caltrans will use best efforts to revise its maintenance procedures as necessary to eliminate any unanticipated damage to or interference with the ETC System.

3.7 Standard of Care.

Caltrans shall perform all Maintenance Services in accordance with the Work Plan, applicable Caltrans standards, and in a good, workmanlike and commercially reasonable manner.

3.8 Provision of Maintenance Services by Others.

Notwithstanding any other provision hereof, SBCTA, at any time and from time to time, may arrange for any item of Maintenance Services to be provided by SBCTA personnel, or by third parties contracting directly with SBCTA, including (i) any item of Scheduled Maintenance; or Urgent Maintenance (ii) any item of maintenance not required by then- applicable Caltrans maintenance schedules and standards. SBCTA shall notify Caltrans of its intent to have any Maintenance Services (excluding Urgent Maintenance) contemplated by item (i) of the foregoing sentence provided by SBCTA or by third parties not later than thirty (30) calendar days prior to the date upon which those Maintenance Services are scheduled to be performed by Caltrans or, if those Maintenance Services are to be performed by third parties under contract to Caltrans, then not later than thirty (30) days prior to award of such contract.

If a third party is to provide any maintenance services, as defined in this FMA, said third party shall be required to procure comprehensive general liability insurance with an endorsement naming the State of California as an additional, first party insured with at least the same coverages are provided to SBCTA and in no instance shall such coverage be less than one million (\$1,000,000) dollars of coverage per occurrence.

4. SBCTA Responsibilities

SBCTA shall:

4.1. Make payments to Caltrans for Maintenance Services and inventory provided by Caltrans in accordance with this FMA.

4.2. Provide information to Caltrans to assist Caltrans in recommending Maintenance Services to SBCTA which Caltrans deems appropriate for the Toll Facility.

4.3. At SBCTA's option, SBCTA, its representatives or designees may from time to time conduct inspections of the Toll Facility consistent with Laws and Regulations. Such inspections shall be coordinated with Caltrans' maintenance activities, and shall not in any way relieve Caltrans of its responsibilities to provide Maintenance Services to the Toll Facility.

4.4 Provide any instruction relating to work near ETC equipment or other specialized procedures required by SBCTA.

5. Budgets and Work Plans

This section sets forth the process by which Caltrans and SBCTA shall work together to develop and approve the annual Work Plan and Budget for the Toll Facility. The annual Work Plan shall establish the level of Maintenance Services for each Operating Period. The Work Plan shall include the proposed Budget for the labor, materials, equipment and other resources required to perform the Maintenance Services. Upon agreement by the Parties, in writing, to the Work Plan and Budget, the Budget shall be adhered to by Caltrans in the performance of the Maintenance Services.

5.1 Initial Operating Period

The Work Plan and Budget for the Initial Operating Period is based on an estimated Opening Date of July 1, 2023, and performance through the following fiscal year ending June 30, 2024. The Initial Operating Period Work Plan and Budget provides an estimate by month to facilitate adjustment of the Budget should the Opening Date be deferred or advanced. The Initial Operating Period Work Plan and Budget is attached to this FMA as Exhibit A and incorporated herein by reference. SBCTA shall notify Caltrans of the actual Opening Date 30 days in advance of such date. Maintenance Services shall commence on the Opening Date.

5.2 Annual Operating Period

Not later than ninety (90) days prior to the start of each Operating Period, Caltrans shall prepare and deliver to SBCTA its proposed Work Plan and Budget for the upcoming fiscal year. The Work Plan shall set forth, in detail, the Maintenance Services proposed during the Operating Period. The Budget shall include labor, equipment and all other resources required to perform the Maintenance Services.

5.2.1 Negotiations and Approval. SBCTA shall review and may request adjustments to the Caltrans' proposed Work Plan and Budget. No later than March 1 of each year Caltrans and SBCTA shall complete negotiations and approve, in writing, the final Work Plan and Budget for the following operating period.

5.2.2 Interim Budget; Dispute Resolution. If Caltrans and SBCTA have not reached agreement regarding the Budget by the start of an Operating Period, the Budget set forth in Exhibit A or the last approved Budget, as the case may be, shall remain in effect until a new Budget has been approved. If a new Budget has not been approved within thirty (30) days after the start of the Operating Period, the matter shall be subject to the dispute resolution process contained in Section 18.6 of the TFA.

5.3 Modifications.

Caltrans shall perform Maintenance Services in accordance with the Work Plan, except for immaterial deviations therefrom which are consistent with Caltrans' customary operating procedures. The Work Plan shall not be modified (except for previously-approved adjustments between seasons and/or shifts) without the written consent of the Parties. SBCTA may request that the Work Plan be modified at any time, and Caltrans shall take all reasonable steps to respond to such requests while conforming to the standards set forth in the Maintenance Manual.

5.4 Budget Overruns.

If Caltrans determines at any time that the Budget then in effect will be insufficient for performance of all required Maintenance Services, Caltrans shall immediately advise SBCTA in writing. At SBCTA's request, Caltrans will reduce to the standard set forth in the Maintenance Manual the response times listed in Section 3.2 (if such response times are then faster than those required by the Maintenance Manual), will postpone specified non-safety related items of Scheduled Maintenance, or will undertake other economy measures reasonably requested by SBCTA, provided that Caltrans shall continue to comply with the standards set forth in the Maintenance Manual. Should these economy measures be

insufficient to restore maintenance coverage within the Budget, Caltrans will notify SBCTA of the additional funds needed to achieve the maintenance standards set forth in the Maintenance Manual, and SBCTA either will make such additional funds available or will undertake itself or through third parties to perform portions of the maintenance work such that Caltrans can provide the remaining maintenance work with the available budgeted funds. The provisions of this FMA do not absolve SBCTA of its obligations to maintain the Toll Facility consistent with the prior agreements of the Parties.

Caltrans shall advise SBCTA of any reasonably anticipated changes in the Budget, (i) not later than ten (10) days prior to any such changes arising from collective bargaining agreements between Caltrans and its personnel, and (ii) not later than ninety (90) days prior to any other changes.

If SBCTA objects to any projected Budget overruns, the Parties will resolve their differences according to the dispute resolution procedures set forth in Section 18.6 of the TFA.

5.5 Budget Requests; Adequate Resources.

Caltrans shall submit funding requests to the State Legislature sufficient to meet the reasonably anticipated maintenance requirements of the Toll Facility. The availability of Caltrans staff or resources is expressly contingent upon the appropriation by the Legislature. Caltrans shall provide SBCTA with any information reasonably requested by SBCTA to verify that Caltrans has sufficient equipment, personnel and other resources to satisfy its obligations hereunder. Should Caltrans be unable to provide the level of maintenance services contemplated under this FMA due to the unavailability of resources, Caltrans shall immediately notify SBCTA of that fact. SBCTA's sole remedy in such a circumstance is to terminate this FMA. SBCTA agrees it shall not seek monetary damages as a result of the failure of the Legislature to appropriate adequate resources for Caltrans to perform the work.

5.6 Urgent Maintenance Notification.

5.6.1 Notification to SBCTA. SBCTA shall furnish to Caltrans the names, electronic mail, and telephone numbers of the SBCTA contacts, designated SBCTA personnel and/or contracted personnel, whom Caltrans will attempt to notify in the case of an event requiring Urgent Maintenance, indicating the times of availability of each SBCTA contact. Caltrans shall immediately notify the SBCTA contact of any event requiring Urgent Maintenance. If the SBCTA contact is unavailable, Caltrans' responsibility for notifying SBCTA of an event requiring Urgent Maintenance shall have been fulfilled when Caltrans has sent a message via electronic mail and left a voice message for the SBCTA contact.

5.6.2 SBCTA Consent Not Required for Urgent Maintenance. SBCTA's consent shall not be required for any Urgent Maintenance. All such Urgent Maintenance shall be performed in accordance with the Maintenance Manual, the Laws and Regulations and the Work Plan.

5.6.3 Notification to Caltrans. Caltrans shall furnish SBCTA with the names, electronic mail, and telephone numbers of Caltrans designated personnel whom SBCTA shall contact to notify of an Urgent Maintenance request.

5.7 Staffing, Equipment and Materials.

5.7.1 Caltrans Personnel. Except as authorized by SBCTA pursuant to Section 5.7.2, all Maintenance Services shall be supervised, performed or directed by qualified Caltrans employees under the sole direction and regulation of Caltrans. Said personnel shall be trained by Caltrans to perform such functions and shall perform their duties in accordance with all applicable Caltrans standards and Laws and Regulations. Upon a finding that cause exists under Caltrans' policies or State Personnel Board rules and regulations, Caltrans shall make its best effort to resolve and if necessary, reassign any Caltrans personnel whom SBCTA requests for issue resolution for cause from the Toll Facility. In the event of any dispute regarding such reassignment of Caltrans personnel, such dispute shall be resolved pursuant to Article 12 of this FMA.

5.7.2 Contractors' Services. Caltrans is authorized to delegate performance of any and all Maintenance Services to private contractors or other public entities, provided that the identity, qualifications, prices and bonding of such contractors or other public entities have been established pursuant to the Laws and Regulations, and that such delegation has received the prior written consent of SBCTA.

All work delegated to private contractors or other public entities shall be performed in compliance with this FMA. Caltrans shall be responsible to SBCTA for any work performed by a Caltrans contractor or other public entity as if such work had been performed by Caltrans itself. Caltrans shall require that all Caltrans contractors performing Maintenance Services on the Toll Facility maintain such private insurance, performance bonds and completion bonds as required by Caltrans policy and the Laws and Regulations. No liens may be placed on the Toll Facility by Caltrans or its contractors.

5.7.3 Equipment, Vehicles and Materials. Caltrans shall provide all equipment and materials, except as stated in 5.7.3 (b) or (c), necessary to perform the Maintenance Services. All equipment, vehicles and materials used by Caltrans in connection with the Maintenance Services shall be of the same or higher quality as Caltrans uses on the State highway right-of-way adjacent to the Toll Facility, or on Comparable State Highways. Caltrans shall ensure that all materials used by its contractors or other public entities in connection with the Maintenance Services shall be of the same or higher quality as Caltrans uses on the State highway right-of-way adjacent to the Toll Facility, or on Comparable State Highways.

(a) Special Equipment. SBCTA shall be required to provide a bituminous adhesive machine in good working condition to facilitate the successful replacement of channelizers during the Scheduled Maintenance window.

(b) Provision of Materials. During establishment of the Work Plan and Budget, SBCTA shall inform Caltrans of materials to be supplied by SBCTA. Caltrans shall provide a secure location for the storage of SBCTA provided materials. The Initial Operating Period Work Plan and Budget identifies any special materials required and the agreement of the Parties as to the provision of such materials. Caltrans may reserve the right to approve SBCTA provided materials.

(c) Should the work require the procurement and availability of any materials not ordinarily in Caltrans possession or provided by SBCTA, Caltrans shall obtain SBCTA's prior written approval to procure said inventory so that it is available for deployment or use as needed. Any inventory procured by Caltrans, with SBCTA's prior written approval, shall be charged to SBCTA upon procurement. If this FMA is terminated, SBCTA shall promptly take possession of any such inventory if it is in Caltrans' possession.

6. Payment

SBCTA will pay Caltrans for Maintenance Services in accordance with the following provisions:

6.1 SBCTA will reimburse Caltrans monthly in arrears its Actual Costs based on detailed itemized invoices. Invoices shall be submitted within twenty-five (25) days after the close of each monthly billing period and shall be itemized by Caltrans Highway Maintenance Program Code as set forth in the Maintenance Manual.

6.2 Caltrans' charges for Maintenance Services, including the costs of labor, equipment, vehicles and materials, shall be billed at the prevailing rate charged by Caltrans to all similarly situated agencies throughout the State. Caltrans' billing methods shall conform to Caltrans' standard practices for billing maintenance work done for others.

6.3 Caltrans shall maintain, in accordance with generally accepted accounting practices, complete and accurate records that support all billings. These records shall be made available to SBCTA representatives for review during normal business hours for a period of three years after payment of said billings. For a period of three years after payment, SBCTA shall have the right, using an independent auditor acceptable to Caltrans, to audit such billings and related accounting records. At SBCTA's sole option, such billings may be audited at any reasonable interval. In the event that such audit demonstrates that the invoiced and paid costs were greater than actually incurred, Caltrans shall refund any overpayment.

6.4 Provided that no disputes arise regarding the contents of an invoice, SBCTA shall pay all invoices within thirty (30) days after receipt from Caltrans. Disputes regarding invoices shall be resolved in accordance with the dispute resolution provisions set forth in Section 19.6 of the TFA.

7. Term and Termination

7.1 **Term.** This FMA shall become effective commencing as of the opening day, and shall continue in effect for so long as the TFA is in effect (the "Term"), unless earlier terminated pursuant to the termination provisions of this FMA, or extended pursuant to an amendment. The indemnity provisions set forth in Section 9 shall survive any termination or expiration of this FMA.

7.2 **Causes of Termination.** This FMA and all rights and duties hereunder shall cease and terminate upon the first to occur of any of the following:

7.2.1 The expiration or termination of the TFA: This FMA shall automatically terminate upon any termination of the TFA without the need for separate notice;

7.2.2 The election of SBCTA upon a default by Caltrans pursuant to Section 7.3.2 effective on the date specified in the notification of termination, or a default by Caltrans pursuant to Sections 7.3.1 or 7.3.3 which is not cured as provided in Section 7.5.1;

7.2.3 The election of Caltrans upon a default by SBCTA which is not cured as provided in Section 7.5.2;

7.2.4 The election by SBCTA upon six months advance written notice to Caltrans;

7.2.5 The election by SBCTA under the circumstances set forth in Section 3.2.2 (c); or

7.2.6 The election by Caltrans upon ~~SIX~~ months advance written notice to SBCTA.

7.3 Default by Caltrans.

The following shall constitute a default by Caltrans:

7.3.1 Caltrans refuses or fails to supply sufficient personnel, equipment or repeatedly, persistently or chronically fails to perform the Maintenance Services in accordance with the terms of this FMA under Section 3 and the Work Plan or otherwise fails to provide all Maintenance Services as required by this FMA;

7.3.2 Caltrans materially breaches any other provision of this FMA.

For the purposes of this FMA, a material breach shall include any material failure by Caltrans to perform the Maintenance Services in accordance with the Maintenance Manual.

7.4 Default by SBCTA.

SBCTA shall be in default under this FMA if it fails to pay within forty-five (45) days after receipt, any invoice issued under Section 6 of this FMA not subject to dispute resolution procedures.

7.5 Cure of Default.

7.5.1 SBCTA shall notify Caltrans in writing of any alleged default by Caltrans pursuant to Sections 7.3.1 or 7.3.2. Caltrans shall have thirty (30) days to respond to such notice. If Caltrans fails to commence or fails to diligently continue to cure any default pursuant to Sections 7.3.1 or 7.3.2 within such cure period, SBCTA may, terminate this FMA upon fifteen (15) days written notice to Caltrans. In the event of such termination, SBCTA shall pay Caltrans only for those services performed prior to such termination.

7.5.2 Caltrans shall notify SBCTA in writing of any alleged default by SBCTA. Upon receipt of such notice:

(a) SBCTA shall have thirty (30) days to respond to such notice. If SBCTA fails to commence or fails to diligently continue to cure any default within such cure period, Caltrans may terminate this FMA upon fifteen (15) days written notice to SBCTA. In the event of such termination, SBCTA shall pay Caltrans only for those services performed prior to such termination.

7.5.3 Termination of this FMA by either Party as permitted above in Section 7.2 shall not prejudice any other legal right or remedy of the terminating Party related to the alleged default.

7.5.4 In the case of default by a Party in the performance of any obligations hereunder, the non-defaulting Party may, without prejudice to its rights against the defaulting Party arising from such default, arrange for such obligation to be performed by the employees of the non-defaulting Party or by a third party as permitted herein and by the TFA.

7.6 No Effect on Other Agreements or Permits.

Termination of this FMA shall not in any way jeopardize the validity of the TFA, or any other agreements to which SBCTA and Caltrans are Parties or any permits issued by Caltrans to SBCTA. To the extent there are any inconsistencies or conflicts between this FMA and the agreements identified herein, the FMA shall be secondary to the terms of those agreements and the terms of those agreements shall prevail.

8. Assignment

SBCTA may, without consent of Caltrans, grant to any of SBCTA's lenders or any Leasehold Mortgagee a security interest in all of its right, title and interest in this FMA. Assignment for other reasons by either Party shall be subject to approval by the other Party, which approval shall not unreasonably be withheld or delayed. In the event any of SBCTA's lenders or Leasehold Mortgagee requires (i) verification of the existence and status of this FMA, (ii) execution of documents effecting or perfecting a lender's or Leasehold Mortgagee's security interest in this FMA, or (iii) amendment or modification of this FMA in a manner which does not involve a material change of benefits to or burdens on Caltrans, Caltrans will promptly cooperate with all such requirements. SBCTA may assign all of its rights, title and interest in and to this FMA to any successor in interest in and to SBCTA's ownership of the Toll Facility in accordance with any applicable notice and/or approval requirements set forth in the TFA.

9. Indemnification and Liability

9.1 Neither Caltrans nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by SBCTA and/or its employees, agents or contractors under or in connection with any work, authority or jurisdiction conferred upon SBCTA under this FMA. It is understood and agreed that SBCTA, to the extent permitted by law, will defend, indemnify and save harmless Caltrans and all its officers and employees from all claims, suits or actions of every name, kind and description including but not limited to, tortious, contractual, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by SBCTA and/or its employees, agents or contractors under this FMA.

9.2 Neither SBCTA nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by Caltrans and/or its employees, agents or contractors under or in connection with any work, authority or jurisdiction conferred upon Caltrans under this FMA. It is understood and agreed that, Caltrans, to the extent permitted by law, will defend, indemnify and save harmless SBCTA and all its officers and employees from all claims, suits or actions of every name, kind and description including but not limited to, tortious, contractual, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by Caltrans and/or its employees, agents or contractors under this FMA.

10. Work Stoppages and Reduction

10.1 Work Stoppages.

In the event of a work stoppage or other job action by Caltrans personnel, all Maintenance Services and other functions required to be performed pursuant to this FMA shall be provided at the earliest practical time by any reasonably available Caltrans resources. If Caltrans is unable to provide such service, SBCTA may provide written notice to Caltrans of its intent to obtain such services from third parties for the duration of such work stoppage.

10.2 Reduction of Maintenance Services.

If as a result of Force Majeure, or for any other reason, SBCTA is unable to operate the Toll Facility, at SBCTA's option, upon written notice from SBCTA, Caltrans shall immediately reduce, to the extent reasonably requested by SBCTA and consistent with the Maintenance Manual and the TFA, its Maintenance Services on the Toll Facility until further notice from SBCTA. If as a result of Force Majeure, Caltrans is unable to maintain the Toll Facility, at Caltrans' option, upon written notice from Caltrans, Caltrans may immediately reduce its Maintenance Services on the Toll Facility, to the extent such services are impacted by the Force Majeure event, until further notice from Caltrans.

11. Miscellaneous

11.1 **Integration.** This FMA, and the TFA Agreement embody the entire and integrated understanding between Caltrans and SBCTA regarding the matters expressly addressed herein and supersede all prior negotiations, representations, proposals or understandings, either written or oral, with respect to such matters expressly addressed herein.

11.2 **No Third-Party Beneficiary.** Nothing contained in this FMA shall create a contractual relationship with or a cause of action in favor of a third party (other than SBCTA's lenders and Leasehold Mortgagees, to the extent such parties are granted rights hereunder pursuant to Section 9) against Caltrans and/or SBCTA.

11.3 **Headings.** The titles and headings of the sections of this MA have been inserted for convenience of reference only and are not to be considered parts hereof, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of this FMA or any provision herein or in ascertaining intent, if any question of intent should arise.

11.4 Interpretation. Unless the context clearly requires otherwise, words of masculine gender shall be construed to include the correlative words of feminine and neuter genders and vice versa, and words of singular number shall be construed to include correlative words of plural number and vice versa. Words importing persons include firms, agencies, associations, and corporations. The words "herein," "hereby," "hereof" and "hereunder" and words of similar import refer to this FMA as a whole.

11.5 FMA to be Taken as a Whole. The Parties hereby acknowledge and agree that the constituent terms and provisions of this FMA are not intended to be implemented or construed in isolation, but rather comprise and are intended to be implemented and construed within the context of this FMA in its entirety. Accordingly, the Parties hereby covenant and agree, to the fullest extent permitted by the Laws and Regulations, to abide by and not to challenge or dispute the validity or enforceability of any of the terms or conditions of this FMA.

11.6 Severability and Renegotiation. If any term of this FMA is found to be invalid or unenforceable by a court having proper jurisdiction, such finding shall not invalidate the remaining portions hereof, but such provisions shall remain in full force and effect; provided however, that the Parties shall immediately renegotiate, reasonably and in good faith, the term found to be invalid, as well as any other terms as necessary to achieve as nearly as possible the Parties' original contractual intent as evidenced hereby and in a manner which protects and preserves the Parties' procedural, economic and remedial expectations as set forth herein.

11.7 No Partnership or Joint Venture. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the Parties.

11.8 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of either party shall be deemed to waive or render unnecessary such party's consent to or approval of any subsequent act of the other party. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this FMA.

11.9 Multiple Originals. Multiple copies of this FMA may be executed, and any such executed copy shall be deemed an original for all purposes.

11.10 Governing Law. This FMA shall be governed by and construed in accordance with the laws of the State of California. Venue shall be in the California Superior Court for Riverside County.

11.11 Relationship to TFA. Nothing in this FMA shall have any effect upon the duties and obligations of Caltrans and SBCTA with respect to each other as established under the TFA.

11.12 Notices. All communication regarding the Maintenance Services provided under this FMA shall be sent as listed below, or to such other person or address as either party shall specify to the other party in writing:

California Department of Transportation District 8 Attn: Deputy District Director, Maintenance Division	San Bernardino County Transportation Authority 1170 W. 3 rd Street San Bernardino, CA 92410 Attn: Philip Chu, Toll Operations Administrator
With a copy to:	With a copy to:
Department of Transportation Legal Division 4050 Taylor Street M.S. -130 San Diego, CA 92110 Attn: Deputy Chief Counsel	SBCTA General Counsel 1170 W. 3 rd Street San Bernardino, CA 92410

11.13 Representations and Warranties of SBCTA. SBCTA hereby represents and warrants that it has the authority and is duly organized and licensed with the power and authority, in conformance with all of its rules and restrictions, to execute, deliver and perform this FMA, and the terms and conditions hereof are valid and binding obligations of SBCTA, and the execution and delivery by SBCTA of this FMA. SBCTA is aware of no principle of law which would render unenforceable or illegal, as to SBCTA, any provision of this FMA. To SBCTA's best knowledge, there is no litigation or other proceeding pending challenging SBCTA's authority to enter into this FMA or to perform this FMA in accordance with its terms and SBCTA is in compliance with all applicable Laws and Regulations. Nothing in this FMA shall be construed as requiring SBCTA to finance, design, construct or operate the Toll Facility or any component thereof. No further authorization is required on the part of SBCTA in order to permit the execution of this FMA.

11.14 Representations and Warranties of Caltrans. Caltrans hereby represents and warrants that it is a department of the State of California, duly organized and existing under the laws and Constitution of the State of California, is authorized by the Enabling Act to execute and deliver this FMA and to perform its obligations hereunder and thereunder, and by proper action has duly authorized the execution, delivery and performance of this FMA. The terms and conditions hereof are valid and binding obligations of Caltrans, and the execution and delivery by Caltrans of this FMA does not conflict with or constitute a breach of or default under the Enabling Act or any other law or regulation applicable to Caltrans, and to the best of Caltrans' knowledge after due inquiry, there is no restriction or prohibition which would impair or render unenforceable or illegal, as to Caltrans, any provision of this FMA. To Caltrans' best knowledge, there is no litigation or other proceeding pending challenging Caltrans' authority to enter into this FMA or to perform this FMA in accordance with its terms and Caltrans is in compliance with all applicable Laws and Regulations. The representations and warranties contained herein are, as of the date of execution hereof, accurate and complete and shall survive the term of this FMA. No further authorizations are required to be obtained by or on the part of Caltrans in order to permit the execution of this FMA.

[Signatures on following page]

SIGNATURE PAGE TO MAINTENANCE SERVICES AGREEMENT

STATE OF CALIFORNIA
DEPARTMENT OF
TRANSPORTATION

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

By: _____

By: _____
Raymond W. Wolfe, Ph.D.
Executive Director

APPROVED AS TO FORM AND
PROCEDURE:

APPROVED AS TO FORM:

By: _____

By: _____
Julianna K. Tillquist
General Counsel

CERTIFIED AS TO FUNDS:

By: _____

Exhibit A
Initial Operating Period Work Plan and Budget

[attached behind this page]

DRAFT

Time Period

Routine Maintenance (Every 6th Sunday) - Service from August 2023 through December 2024

<u>Labor</u>	<u>#Employees</u>	<u>Hours</u>	<u>Av Pay Per Hour</u>	<u>Total</u>	<u>Initial 18 Month (13 Closures)</u>	
Closure Crew Required	6	12	42.47	\$3,057.84	\$39,751.92	
Delineator Repair	5	8	42.47	\$1,698.80	\$22,084.40	
Sweeping	5	8	42.47	\$1,698.80	\$22,084.40	
Graffiti	2	8	42.47	\$679.52	\$8,833.76	
MAZEEP/CHP	3	12	114	\$4,104.00	\$53,352.00	
Prep Crew	4	4	42.47	\$679.52	\$8,833.76	
Admin/Meetings Etc.	2	2	42.47	\$169.88	\$2,208.44	
Labor Total				\$12,088.36	\$157,148.68	\$145,060.32

The closure crew will be first to arrive to set the closure and the last to leave to pick it up.

<u>Equipment</u>	<u>Usage</u>	<u>Rate/Hr</u>	<u>Total</u>	<u>Initial 18 Month (13 Closures)</u>	
Cone Body	8	\$3.34	\$26.72	\$347.36	
Dump Body	8	\$4.19	\$33.52	\$435.76	
Dump Body	8	\$4.19	\$33.52	\$435.76	
Cargo Body	8	\$3.93	\$31.44	\$408.72	
Utility Body	8	\$2.94	\$23.52	\$305.76	
Sign Seq Trailer	8	\$2.97	\$23.76	\$308.88	
Sign Seq Trailer	8	\$2.97	\$23.76	\$308.88	
Sign CMS Trailer	8	\$3.12	\$24.96	\$324.48	
Pickup 1/2 Ton	10	\$2.56	\$25.60	\$332.80	
Sweeper High Dump	8	\$13.87	\$110.96	\$1,442.48	
Cargo Body/Hoist	8	\$4.23	\$33.84	\$439.92	
Front End Loader	8	\$5.70	\$45.60	\$592.80	
Bucket Truck	8	\$3.00	\$24.00	\$312.00	
Equipment Total			\$461.20	\$5,995.60	\$5,534.40

<u>Material</u>	<u>QTY/Est</u>	<u>Rate</u>	<u>Total</u>	<u>Initial 18 Month (13 Closures)</u>	
Bituminous	4 Boxes	\$24.35	\$24.35	\$316.55	
Graffiti Paint	5 Gallons	\$31.50	\$31.50	\$409.50	
Bituminous Machine Supplies		\$3,500.00	\$3,500.00	\$3,500.00	
Toll Zone/Pad Lighting		\$500.00	\$500.00	\$500.00	
Material Total			\$4,055.85	\$4,726.05	\$670.20

Urgent Response/Call Out

Estimated Occurrence Per Month

	<u>Min Hours</u>	<u># Employees</u>	<u>Rate</u>	<u>Total Est Hours</u>	<u>Total Cost</u>	<u>18 Mo Period</u>
Pothole/Spall Repair						
<u>Labor</u>	4	3	42.47	12	\$509.64	\$9,173.52
<u>Equipment</u>						
Utility Body	4		\$2.94	4	\$11.76	\$211.68
Dump Body	4		\$4.19	4	\$16.76	\$301.68
<u>Material</u>						
Bag Mix X 2			\$20.00		\$40.00	\$720.00
Sub-Total					\$578.16	\$10,406.88
Damaged/Displaced Barrier						
<u>Labor</u>	4	4	42.47	16	\$679.52	\$12,231.36

Equipment

Utility Body	4		\$2.94	4	\$11.76	\$211.68
Dump Body	4		\$4.19	4	\$16.76	\$301.68
Front End Loader	4		\$5.70	4	\$22.80	\$410.40

Material

Traffix/Unknown		Est to Replace	\$15,000.00			\$15,000.00
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Sub-Total \$730.84 \$28,155.12

Clear Drain/Flood

<u>Labor</u>	4	4	42.47	16	\$679.52	\$12,231.36
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Equipment

Utility Body	4		\$2.94	4	\$11.76	\$211.68
Dump Body	4		\$4.19	4	\$16.76	\$301.68
Vactor Truck	4		\$12.18	4	\$48.72	\$876.96

Material

None			0		0	\$0.00
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Sub-Total \$756.76 \$13,621.68

Spill Cleanup

<u>Labor</u>	4	6	42.47	24	\$1,019.28	\$18,347.04
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Equipment

Utility Body	4		\$2.94	4	\$11.76	\$211.68
Dump Body	4		\$4.19	4	\$16.76	\$301.68
Cone Body	4		\$3.34	4	\$13.36	\$240.48
CMS Trailer	4		\$3.12	4	\$12.48	\$224.64
Sign Trailer	4		\$2.97	4	\$11.88	\$213.84
Sweeper	4		\$13.87	4	\$55.48	\$998.64

Sub-Total \$1,141.00 \$20,538.00

ETC Electrical Service Repair (assume 2 repairs)

<u>Labor</u>	24	4	42.47	96	\$4,077.12	\$8,154.24
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Equipment

Pickup 1/2 Ton	24	2	\$2.56	48	\$122.88	\$245.76
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Material

Misc					\$10,000.00	\$20,000.00
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Sub-Total \$14,200.00 \$28,400.00

ETC Communications Network Repair (assume 1 repair)

<u>Labor</u>	16	4	42.47	64	\$2,718.08	\$2,718.08
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Equipment

Pickup 1/2 Ton	16	2	\$2.56	32	\$81.92	\$81.92
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Material

Misc					\$5,000.00	\$5,000.00
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Sub-Total \$7,800.00 \$7,800.00

Total Projected Workplan/Budget

18 Months (13 Closures)

Routine Maintenance	\$167,870.33
Pothole/Spall	\$10,406.88
Damaged/Displaced Barrier	\$28,155.12
Drain/Flood	\$13,621.68
Spill Cleanup	\$20,538.00
ETC Electrical Service Repair	\$28,400.00
ETC Communications Network Repair	\$7,800.00
Sub-total Routine Maint/Response	\$276,792.01
15% Contingency	\$41,518.80
Total	\$318,310.81

(Estimates Only) costs can vary based on location of incident, incident type and employees pay rate....

CHP MAZEPP Contract Costs Per Hour/Mile

1 Officer	\$102.48
Sergeant	\$124.67
Mileage	\$1.41

OT Rate Per

Caltrans Class Pay Rates

Hour

Highway Maint/Lndsc Worker	\$32.11
Equipment Operator 1	\$36.96
Equipment Operator 2	\$40.48
Maintenance Leadworker	\$44.20
Maintenance Supervisor	\$48.20
Maintenance Area	
Superintendent	\$52.88
	\$42.47

Minute Action

AGENDA ITEM: 12

Date: June 9, 2022

Subject:

San Bernardino Valley Coordinated Traffic Signal System - Award of Contract No. 22-1002761 for On-Call Consultant Support and Development of Smart County Master Plan

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. Allocate \$500,000 of Measure I Valley Traffic Management System (TMS) Program funds to partially fund development of a Smart County Master Plan.

B. Award Contract No. 22-1002761 with Iteris, Inc., for the San Bernardino Valley Coordinated Traffic Signal System On-Call Consultant Support and Development of a Smart County Master Plan in an amount not-to-exceed \$2,500,000 for a term to expire on June 30, 2027, to be funded with \$1,500,000 in Measure I Valley TMS Program funds and \$1,000,000 in an anticipated contribution from San Bernardino County.

C. Approve contingency for Contract No. 22-1002761, in the amount of \$250,000, to be released in accordance with Policy No. 11000, VIII.B.6.

Background:

Request for Proposals (RFP) No. 22-1002761 was released on March 2, 2022 to solicit consultant support services for two (2) primary activities:

1. Five (5) years of San Bernardino Valley Coordinated Traffic Signal System (SBVCTSS) support, and
2. Development of a Smart County Master Plan

San Bernardino Valley Coordinated Traffic Signal System Support

Starting in 2002, with the SBVCTSS Master Plan, San Bernardino County Transportation Authority (SBCTA), in conjunction with the Valley cities and San Bernardino County (local agencies), implemented signal coordination on major arterial corridors on a valley-wide scale with an investment of over \$15 million. Implementation of signal coordination occurred in various phases designated as Tiers 1, 2, 3 and 4, and included approximately 1,250 signalized intersections controlled by 16 separate local agencies and the California Department of Transportation (Caltrans). At system turn-on, the Tier 1-2 Project, completed in 2008, and the Tier 3-4 Project, completed in 2012, showed significant improvements in arterial travel times and reductions in vehicle stops and delays.

In July 2011, the SBCTA Board of Directors (Board) approved Memorandum of Understanding (MOU) No. C11223 between SBCTA and the local agencies, providing direction for the operation and maintenance of the SBVCTSS. After implementation by SBCTA, local agencies were responsible for the continued maintenance of the SBVCTSS as noted in the MOU, which expired on September 30, 2016.

Entity: San Bernardino County Transportation Authority

In January 2015, an assessment of the SBVCTSS was completed and found that many of the systems were not being fully maintained. The assessment yielded results varying from 21% to 87% of the traffic signals within each jurisdiction on-line and communicating with the respective central systems, and operating as anticipated. Overall, 44% of the SBVCTSS signals were performing as anticipated. Maintenance issues included communication breaks due to failed modems, disconnected telephone lines, damaged signal interconnect conduit/cables, failed system controllers replaced with non-compatible signal controllers, weak radio signals and wireless systems that required additional configuration and integration. Many local agencies did not have the technical resources to maintain the SBVCTSS.

Due to the reduction in system benefits caused by maintenance issues, in April 2015, during Transportation Technical Advisory Committee (TTAC) and City/County Manager's Technical Advisory Committee (CCMTAC) meetings and discussions, a survey was presented to the local agencies providing ongoing maintenance and operations options. The goal was to develop a strategy that could be further developed into guidelines and be recommended for adoption by the Board. Based on these discussions, a five-year plan was developed for maintaining the system so as to continue to provide benefits to the traveling public. In September 2015, this plan was presented and adopted by the Board, and staff were directed to proceed with the implementation of the five-year plan. The components of the plan included updating coordinated timings, on-going maintenance of signal coordination equipment and timing, and assessment of systems and on-call system support services.

After the September 2015 meeting, staff determined it would be beneficial to divide the SBVCTSS program into sub-regions and develop Master Plans for each that would produce signal timing parameters specific to each sub-region, while also providing uniformity across the entire system. This aspect of work was discussed and approved by an Ad Hoc Committee comprised of TTAC members.

To implement the recommended Master Plan, SBCTA entered into Cooperative Agreements with 15 of the 16 San Bernardino Valley jurisdictions, with the City of Redlands opting out of the program. In addition, in January 2017, the Board approved Contract No. 16-1001515 with Iteris, Inc. (Iteris) for preparation of updated Coordination Timing Plans (CTP), providing semi-annual assessments and providing On-Call System Support services on the SBVCTSS for a total not-to-exceed amount of \$3,462,421.72, including contingency.

Iteris performed six (6) semi-annual assessments demonstrating that only 40-50% of the signals were online and running CTP. The primary reasons that intersections in the system were not online and running CTP included communication device failures, such as failed modems, disconnected phone lines, damaged interconnect, weak radio signals, incorrect equipment configurations or lack of maintenance due to availability of staff resources or lack of technical knowledge. When these results were presented to the Metro Valley Study Session (MVSS) in June 2019, the study session directed staff to re-evaluate the Signal Synchronization Program (SSP) and present options to MVSS for continued direction of the program.

While various options exist for the SSP, the key is to ensure a consistent funding source exists for program implementation. The benefits to a regional system are well documented, and when

initially implemented, the benefits of the tiered implementation were readily apparent and well documented in the final implementation reports. In order to ensure optimal efficiency of the existing and future system, maintenance is critical, particularly if state-of-the-practice technology and equipment has not been deployed during implementation. Reliance upon cities to maintain the system within their jurisdiction has been met with mixed results due to staff resource availability and lack of technical knowledge. Therefore, a future SSP must consider maintenance to develop a strategy to ensure the system is maintained properly.

In July 2021, the Board approved continued support of the SBVCTSS for up to \$250,000 annually for five (5) years, for a total not-to-exceed amount of \$1.25 million in Measure I Valley Traffic Management System (TMS) funds to assist local jurisdictions in maintaining the existing benefits that the current system provides.

Smart County Master Plan

The Emerging Technology Ad Hoc Committee, consisting of appointed SBCTA Board members, is interested in the deployment of what are traditionally known as “Smart City” technologies, but in this case being thought about at a countywide scale, to provide benefits, consistency, and potential economies of scale across all San Bernardino County jurisdictions. This will include the 24 cities and San Bernardino County.

An initial step in the deployment of technology to facilitate smart county initiatives is the development of a Smart County Master Plan. The Master Plan would define and evaluate a broad spectrum of technology components/initiatives, educate local decision-makers on Smart City/County components and system benefits, as well as identify the planning, development and implementation tasks necessary for a Smart County strategy. The Master Plan will be used as a roadmap for implementation in a phased approach as funding becomes available to support the Smart County initiative. It would also establish the framework for securing discretionary funding from State and Federal programs to support implementation. Two primary deliverables are envisioned in the development of the Master Plan:

- Smart County Early Action Plan
- Smart County Master Plan

Participation in development of the Master Plan and any subsequent initiatives would be voluntary, but should be of substantial interest and value to local jurisdictions going forward.

The cost of development of the Smart County Master Plan is \$1.25 million. Staff is anticipating \$1 million in funding for this Project from San Bernardino County and recommends allocation of \$500,000 in Measure I Valley TMS funds for the balance of the estimated cost and the recommended contingency. The Notice to Proceed for this task will not be issued to the consultant until the funding from San Bernardino County has been secured or an alternate source of funds identified.

Conclusion: RFP No. 22-1002761 was released on March 2, 2022, and was sent electronically to approximately 1,338 consultants registered on PlanetBids. The solicitation was downloaded by 53 firms. The solicitation was issued in accordance with current SBCTA policies and procedures

Board of Directors Metro Valley Study Session Agenda Item

June 9, 2022

Page 4

for professional services. A pre-proposal meeting was held on March 16, 2022, and was attended by eight (8) firms. Addendum No. 1 was issued on March 22, 2022, responding to questions, providing attendees list, and a PowerPoint presentation presented at the pre-proposal meeting.

Three (3) proposals were received by the date and time specified in the RFP. A responsiveness review was conducted by the Procurement Professional and found all firms responsive. The Evaluation Committee considered all three (3) proposals qualified to perform the work specified in the RFP. The highest-ranked firm, Iteris, Inc., was selected by the Evaluation Committee for the following reasons: the firm was able to clearly demonstrate a thorough understanding of the scope of work, proposed an overall solid team with high qualifications, and a good work plan.

As a result of the Evaluation Committee's scoring, staff recommends that Contract No. 22-1002671 be awarded to Iteris, Inc., for a not-to-exceed amount of \$2.5 million, which includes \$1.25 million for continued support of the SBVCTSS and \$1.25 million for the Smart County Master Plan.

Financial Impact:

This item is consistent with the Proposed Fiscal Year 2022/2023 Budget under Task No. 0860 Arterial Projects, Sub-Task No. 0701 Valley Signal Coordination.

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 contract.

Responsible Staff:

Timothy Byrne, Director of Toll Operations

Approved
Board of Directors Metro Valley Study Session
Date: June 9, 2022

Witnessed By:

San Bernardino County Transportation Authority

General Contract Information

Contract No: 22-1002761 Amendment No.: 0Contract Class: Payable Department: Project DeliveryVendor No.: 01105 Vendor Name: Iteris, Inc.Description: SBVCTSS - On-Call Consultant Support and Development of Smart County Master Plan

List Any Related Contract Nos.: _____

Dollar Amount							
Original Contract		\$	2,500,000.00	Original Contingency		\$	250,000.00
Prior Amendments				Prior Amendments		\$	-
Current Amendment				Current Amendment		\$	-
Total/Revised Contract Value		\$	2,500,000.00	Total Contingency Value		\$	250,000.00
	Total Dollar Authority (Contract Value and Contingency)					\$	2,750,000.00

Contract Authorization

Board of Directors _____ Date: 7/6/2022 _____ Committee _____ Item # _____

Contract Management (Internal Purposes Only)

Other Contracts _____ Sole Source? No _____ No Budget Adjustment _____

Local _____ Design _____

Accounts Payable

Estimated Start Date:	<u>7/6/2022</u>	Expiration Date:	<u>6/30/2027</u>	Revised Expiration Date:	_____					
NHS:	<u>No</u>	QMP/QAP:	<u>No</u>	Prevailing Wage:	<u>No</u>					
				Total Contract Funding:	Total Contingency:					
				\$ 2,500,000.00	\$ 250,000.00					
GL	4180	40	0860	0701	52001	41100000	620	MSI-TMS	1,500,000.00	250,000.00
GL	6010	40	0860	0701	52001	42340006	620	County (pending)	1,000,000.00	
GL										
GL									-	-
GL									-	-
GL									-	-
GL									-	-
GL									-	-
GL									-	-

Heng Chow

Project Manager (Print Name)

Tim Byrne

Task Manager (Print Name)

Additional Notes:

Attachment: CSS_22-1002761 [Revision 1] (8601 : SBVCTSS - Award Contract No. 22-1002761)

CONTRACT No. 22-1002761**BY AND BETWEEN****SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY****AND****ITERIS, INC.****FOR****SAN BERNARDINO VALLEY COORDINATED TRAFFIC SIGNAL SYSTEM (SBVCTSS)
SUPPORT AND DEVELOPMENT OF A SMART COUNTY MASTER PLAN**

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, 2nd Floor, San Bernardino, California 92410-1715; and Iteris, Inc. ("CONSULTANT"), whose address is: 1700 Carnegie Avenue, Suite 100 Santa Ana, California 92705. 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: 22-1002761 (8601 : SBVCTSS - Award Contract No. 22-1002761)

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 May 12, 2022 (Exhibit B). If there is any conflict between the Approved Cost Proposal and the Contract Articles, the Contract Articles take precedence.
- 1.2 Intentionally Omitted.
- 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 Heng Chow, or such other designee as shall be designated in written notice to CONSULTANT from time to time by the Department 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.

Parties understand that the Work contemplated in Task II is conditioned upon certain funding contribution. CONSULTANT expressly understands that no Work shall be performed in Task II and CONSULTANT shall not be entitled to any payment for Task II unless and until SBCTA notifies CONSULTANT in writing of receipt of funding contribution and issues a written Notice to Proceed 2 (NTP2) for Task II. If funding contribution is not received, SBCTA may, but is not obligated to, issue an Alternate Notice to Proceed 2 (Alt NTP2) for rescoping activities as defined in the Scope of Work.

SBCTA may, but is not obligated to, issue a Notice to Proceed 3 (NTP3) upon the completion of Work authorized by Alt NTP2. The parties agree to negotiate in good faith in effort to reach an agreement on a revised Scope of Work, schedule and cost.

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 written notification to proceed by SBCTA's Procurement Analyst. The Contract shall end on June 30, 2027.
- 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 \$2,500,000.00 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.

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, Private Industry Workers, Occupational Group "Professional and Related" or its successor. The Employment Cost Index will be annually adjusted, apply total benefits for the private industry economic sector, not to be seasonally adjusted, but will include a 12-month percent change. Escalation shall commence as of July 2023, and shall be applied each July 1st for the term of the Contract.

- 5.3 Specific tasks have been assigned to CONSULTANT as identified in the attached Scope of Work.

- 5.4 In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than specific rates of compensation identified in Exhibit B.
- 5.5 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.
- 5.6 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.
- 5.7 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.
- 5.8 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.
- 5.9 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
- For large files over 30 megabytes, invoices can be submitted using this link:
<https://sanbag-1fweb.sanbag.ca.gov/Forms/Invoice-submission>
- 5.10 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.
- 5.11 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.

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 \$1,000,000 per claim

- An annual aggregate limit of not less than \$1,000,000
- Coverage shall be appropriate for the CONSULTANT'S profession and provided services to include coverage for errors and omissions arising out of the CONSULTANT'S professional services, or services of any person employed by the CONSULTANT, or any person for whose acts, errors, mistakes or omissions the CONSULTANT may be legally liable.
- If Coverage is on a claims made basis:
 - Policy shall contain a retroactive date for coverage of prior acts, which date will be prior to the date the CONSULTANT begins to perform Work under this Contract.
 - CONSULTANT shall secure and maintain "tail" coverage for a minimum of three (3) years after Contract completion.

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 **\$1,000,000 each occurrence.**
- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations (including explosion, collapse and underground coverage), duty to defend in addition to (without reducing) the limits of the policy (ies), and products and completed operations.
 - \$1,000,000 per occurrence limit for property damage or bodily injury

- \$1,000,000 per occurrence limit for personal injury and advertising injury
- \$1,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 10 01) if SBCTA's Risk Manager determines it is in SBCTA's best interests to require such coverage,
- If a general aggregate applies, it shall apply separately to this project/location. The project name must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

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

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

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 Cyber Liability - Technology Errors and Omissions Insurance - appropriate to the Consultant's profession and work hereunder, with limits not less than \$1,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

- The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of SBCTA in the care, custody, or control of the CONSULTANT. If not covered under the CONSULTANT's liability policy, such "property" coverage of SBCTA may be endorsed onto the CONSULTANT's Cyber Liability Policy as covered property.

19.1.8 Railroad Protective Liability – Intentionally Omitted

19.2 General Provisions

19.2.1 Qualifications of Insurance Carriers - If policies are written by insurance carriers authorized and admitted to do business in the state of California, then the insurance carriers must have a current A.M. Best rating of A-VIII or better and if policies are written by insurance carriers that are non- admitted but authorized to conduct business in the state of California, then they must meet the current A.M. Best rating of A-X or better, unless otherwise approved in writing by SBCTA's Risk Manager.

19.2.2 No Representations or Warranties - SBCTA makes no representation or warranty that the coverage, limits of liability, or other terms specified for the insurance policies required under this contract are adequate to protect the CONSULTANT against its undertakings under this Contract or its liability to any third party, nor will they preclude SBCTA from taking any actions as are available to it under this Contract or otherwise at law.

19.2.3 Additional Insured Coverage. All policies, except those for Workers' Compensation and Professional Liability insurance, shall be endorsed by ISO Form CG 20 10 11 85, or if not available, then ISO Form CG 20 38, to name San Bernardino County

Transportation Authority and its officers, directors, members, employees, agents and volunteers, as additional insureds (“Additional Insureds”). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for SBCTA to vicarious liability but shall allow coverage for SBCTA to the full extent provided by the policy.

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

19.2.5 Deductibles and Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, CONSULTANT shall be responsible for any deductible or self-insured retention (SIR) 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-contractor to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA’s Risk Manager. Without SBCTA’s Risk Manager’s expressed written approval no deductibles or SIR will be allowed. At the option of SBCTA, if the deductible or SIR is approved and it is greater than \$10,000 or one (1) percent of the amount of coverage required under this Contract, whichever is less, the CONSULTANT shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONSULTANT shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA shall have the right to review any and all financial records that SBCTA, at its sole discretion deems necessary to approve any deductible or SIR. SBCTA will have the right, but not the obligation, to pay any deductible or SIR 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 to CONSULTANT. The CONSULTANT’s policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any CONSULTANT’s deductible or SIR.

19.2.6 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.

- 19.2.7 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONSULTANT hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCTA, in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, CONSULTANT shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. CONSULTANT shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONSULTANT from waiving the right of subrogation prior to a loss or claim.
- 19.2.8 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 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.
- 19.2.9 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.

- 19.2.10 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.
- 19.2.11 Non-Limitation of Insurance Requirements - The insurance coverage provided and limits required under this Contract are minimum requirements and are not intended to limit the CONSULTANT's indemnification obligations under the Contract, nor do the indemnity obligations limit the rights of the Indemnified Parties to the coverage afforded by their insured status. To the extent required by Law in connection with Work to be performed, the CONSULTANT shall obtain and maintain, or cause to be obtained and maintained, in addition to the insurance coverage expressly required under this Contract, such other insurance policies for such amounts, for such periods of time and subject to such terms, as required by Law and any other agreements with which the CONSULTANT is required to comply, including any Third-Party Agreements. Liability insurance coverage will not be limited to the specific location designated as the Site, except that if the CONSULTANT arranges project-specific general liability, excess liability, or workers' compensation coverage, limitations of coverage to the Site will be permitted subject to SBCTA approval and use of the broadest available site-specific endorsements. No liability policy will contain any provision or definition that would serve to eliminate so-called "third-party-over action" claims, including any exclusion for bodily injury to an employee of the insured or of any Sub-contractor. The CONSULTANT acknowledges and will at all times comply with the provisions of Labor Code Section 3700 which require every employer in the State to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code.
- 19.2.12 Review of Coverage – SBCTA may at any time review the coverage, form, and amount of insurance required under this contract, and may require the CONSULTANT to make changes in such insurance reasonably sufficient in coverage, form, and amount to provide adequate protection against the kind and extent of risk that exists at that time. SBCTA may change the insurance coverages and limits required under this contract by notice to the CONSULTANT, whereupon the CONSULTANT will, within sixty (60) days of such notice date, procure the additional and/or modified insurance coverages. Upon such change any additional cost (at actual cost) from such change will be paid by SBCTA and any reduction in cost will reduce the Contract Price pursuant to a Change Order.
- 19.2.13 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.
- 19.2.14 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.

19.2.15 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.

19.2.16 Project Specific Insurance - All insurance coverage required to be provided by CONSULTANT, with the exception of automobile liability and worker's compensation, shall apply specifically and exclusively for the Project and extend to all aspects of the Work, with coverage limits dedicated solely to the Project. Use of other insurance programs is acceptable, provided that coverage under such programs provides dedicated Project-specific limits and identified premiums and meets all requirements described in contract.

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 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. 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.
- 23.8 All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than SBCTA.

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 No retainage will be withheld by SBCTA from progress payments due the CONSULTANT. Retainage by the CONSULTANT or subconsultants is prohibited, and no retainage will be held by CONSULTANT from progress payments due subconsultants. This requirement 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 nonpayment by the CONSULTANT or 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:

Name	Job Classification/Function
Bernard Li	Project Manager
Gabriel Murillo	Principal in Charge
Tom Petrosino	Task II-Stakeholder Coordination
Braulio Ramirez	Task I- Design/Procure/Implement/Manager
Jason Xu	Task I-Signal Timing & Coordination
Omid Modaghegh	Task I-Communication & Optional Task 1
Katherine Zehnder	Smart County Master Plan Lead
Rich Shinn	Technology Lead
Alex Kavanaugh	Architecture Lead
Monica Castellanos	Operations Lead
Ayra Rohani	Smart County Master Plan Senior Advisor

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, nor any firm affiliated with CONSULTANT will bid on any construction contract, or any contract to provide construction inspection for any construction project resulting from this Contract. An affiliated firm is one subject to the control of the same persons through joint ownership or otherwise.
- 35.5 Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this Contract shall be eligible to bid on any construction contract, or any contract to provide construction inspection for any construction project resulting from 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:

To CONSULTANT	To SBCTA
1700 Carnegie Avenue, Suite 100	1170 W. 3rd Street, 2nd Floor
Santa Ana, CA 92705	San Bernardino, CA 92410-1715
Attn: Steven Bradley	Attn: Heng Chow
	cc: Procurement Manager
Phone: (949) 270-9647	Phone: (909) 884-8276

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. WARRANTY

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

remedies it may have, may take the necessary steps to correct the breach, and CONSULTANT shall promptly reimburse SBCTA for all expenses and costs incurred.

ARTICLE 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.

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

Attachment: 22-1002761 (8601 : SBVCTSS - Award Contract No. 22-1002761)

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

**ITERIS, INC. A DELAWARE
CORPORATION**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Joe Bergera
Chief Executive Officer

Date: _____

By: _____
Curt Hagman
President, Board of Directors

Date: _____

APPROVED AS TO FORM

By: _____
Douglas Groves
Chief Financial officer

Date: _____

By: _____
Juanda L. Daniel
Assistant General Counsel

Date: _____

CONCURRENCE

By: _____
Shaneka Morris
Procurement Manager

Date: _____

Attachment: 22-1002761 (8601 : SBVCTSS - Award Contract No. 22-1002761)

EXHIBIT A – “SCOPE OF WORK”

SCOPE OF SERVICES

San Bernardino Valley Coordinated Traffic Signal System (SBVCTSS) Support and Development of a Smart County Master Plan

The San Bernardino County Transportation Authority (“SBCTA”) is seeking consultant professional services (“CONSULTANT”) to monitor and maintain the San Bernardino Valley Coordinated Traffic Signal System (SBVCTSS) corridors and to develop a Smart County Master Plan for all of San Bernardino County. The Scope for the SBVCTSS support is addressed in Task I, and is focused on jurisdictions in the San Bernardino Valley. The Scope for the Smart County Master Plan is addressed in Task II, and is focused on San Bernardino County and all 24 cities within the county.

It is anticipated that a Notice to Proceed 1 (NTP1) will be issued after contract execution for Task I, On-call System Support. Notice to Proceed 2 (NTP2) for Task II would be anticipated after approval of a funding contribution by San Bernardino County. In the event a funding contribution from San Bernardino County is not secured, SBCTA may issue an Alternative Notice to Proceed 2 (Alt NTP2) for rescoping activities of Task II, which may exclude non-transportation related technology.

SBCTA may issue a Notice to Proceed 3 (NTP3) based upon the studies and rescoping results from Alt NTP2, subject to agreement on a revised Scope of Work, schedule and cost. SBCTA reserves the right to not issue Alt NTP2 or NTP3.

Task I On-call System Support

The SBVCTSS was implemented using a tiered approach with Tiers 1 and 2 completed in 2008 and Tiers 3 and 4 completed in 2012. There are 78 arterial corridors in the SBVCTSS with over 1,250 signalized intersections controlled by sixteen (16) local agencies (Chino, Chino Hills, Colton, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino City, San Bernardino County, Upland and Yucaipa) and Caltrans.

Given the variety of central signal systems, signal controllers and communication systems utilized within the SBVCTSS, CONSULTANT must be familiar with various traffic signal management operating systems as well as traffic controller types, interface modems from wireless to hardwire, telephone drops, fiber optic, interconnect components, communication speed differences for different interconnect types and different controller types and how to actuate coordination for differing local controller programs and software versions.

CONSULTANT shall meet with the participating agency to fully understand the reported issue. CONSULTANT shall perform observations and collect field data in sufficient quantity to identify existing deficiencies, existing system capabilities and operations. Using data collected, and with input from the participating agencies, CONSULTANT shall determine causes and steps necessary for resolution, including cost to resolve the reported issue.

CONSULTANT shall provide technical assistance to local agency staff on a case-by-case basis to address major signal coordination and related communication issues at the request of local agency and upon approval of SBCTA. CONSULTANT shall meet with the participating agency to fully understand the reported issue. CONSULTANT shall perform observations and collect field data in sufficient quantity to identify existing deficiencies, existing system capabilities and operations. Using

data collected, and with input from the participating agencies, CONSULTANT shall determine causes and steps necessary for resolution, including cost to resolve the reported issue. In addition, CONSULTANT shall serve as an advisor to SBCTA on traffic signal coordination issues and provide documents that can assist local agency staff in communicating to the public the benefit of traffic signal coordination.

On-call SBVCTSS support may include the following tasks:

- Train participating agency staff in the operation of the signal communication hardware to ensure that all appropriate staff fully understands the basics of the software and hardware operations.
- Manage SBVCTSS corridor upgrade implementation
- Design SBVCTSS improvements/upgrades (i.e. communications, CCTV, video detection systems, software/hardware upgrades, etc.)
- Procurement of equipment to upgrade SBVCTSS
- Implement of diagnostic signal performance measure software to monitor signal systems
- Develop and evaluate of criteria for future SBVCTSS investment
- Develop coordinated signal timing plans
- Prepare guidelines for deployment of signal system upgrades
- Perform traffic data collection
- Prepare inventories of local jurisdiction signal system software and hardware components
- Analyze traffic data
- Implement coordinated signal timing plans
- Prepare before and after studies
- Support potential grant funding opportunities and applications

As needed, CONSULTANT may attend and participate in the following meetings:

- Transportation Technical Advisory Committee meetings
- Project specific meetings
- City Council or public meetings to assist the local agency staff on communicating the benefit of traffic signal coordination.

Task II Smart County Master Plan Development

The SBCTA Emerging Technology Ad-Hoc Committee, consisting of appointed SBCTA Board members, is interested in the deployment of what are traditionally known as “Smart City” technologies, but in this case being thought about at a countywide scale, to provide benefits, consistency, and potential economies of scale across all San Bernardino County jurisdictions. This will include all 24 cities and San Bernardino County, not just jurisdictions in the Valley (which are the focus of Task I).

An initial step in the deployment of technology to facilitate smart county initiatives is the development of a Smart County Master Plan. The Master Plan would define and evaluate a broad spectrum of technology components/initiatives, educate local decision-makers on Smart City/County components and system benefits, as well as identify the planning, development and implementation tasks necessary for a Smart County strategy. The Master Plan could be used as a roadmap for implementation in a phased approach as funding becomes available to support the Smart County

initiative. It would also establish the framework for securing discretionary funding from state and federal programs to support implementation.

It is envisioned that a first phase would be to prepare an “Early Action Plan” that would develop a basic overall county-level framework that identifies needs and establishes “levels of opportunity” based on the varying characteristics of the cities in the county. Some cities are more advanced than others, but technology opportunities exist at every level, and some opportunities transcend jurisdictional boundaries (e.g. with utilities, water districts or medical facilities). This basic framework should lead to the identification of early-action investments that position San Bernardino County to take advantage of federal and state technology programs being funded now or in the near future. The ideal timeframe for completion of the Early Action Component is six months from Notice to Proceed 2 (NTP2), so that maximum opportunity for funding is captured early on.

The second phase can then be launched to create the more detailed and complete Smart County Master Plan, with the overall framework as a foundation. The development of the overall architecture, logical stages of development, local monitoring/maintenance responsibilities, security protocols, cost estimates, procurement strategy, and other details would occur over a subsequent period estimated at 12 months.

While design and deployment of Smart County initiatives may be a function ultimately led by the San Bernardino Council of Governments (SBCOG – the Joint Powers Authority of all the cities and the County), the initial Smart County concept will likely build off of the investment by SBCTA into the SBVCTSS. For example, an early action component of a smart county initiative could be the development of a Transportation Management Center (TMC) and the backbone communication system to support a TMC. Subsequent Smart County initiatives could build off of the TMC concept as one option, but the CONSULTANT will be expected to identify other approaches that could be more efficient and cost-effective for the rollout of technology initiatives. It is expected that the CONSULTANT will be creative and forward-thinking as to the right approach for San Bernardino County, not just in terms of the technology that exists today, but technology as it could become in the future, while at the same time grounded in what is feasible and practical for agencies to afford, implement, and manage.

As a precursor to the development of the Master Plan, SBCTA is performing a survey of local jurisdictions to develop a baseline of the current application of technology throughout the county. This includes technology to manage signal systems and traffic operations, utilities, water supply networks, waste management, crime detection/investigation, public safety and enforcement, schools, libraries, hospitals, parks, and other community assets and services. CONSULTANT shall develop a Smart County Master Plan that identifies how stakeholders can achieve the plan based on the varying geographical subareas of San Bernardino County, potential timeframe for implementation and potential business models.

Based on survey results, and follow-up conversations with jurisdiction representatives, CONSULTANT will initiate development of a Master Plan that evaluates a broad spectrum of possible initiatives to consider for implementation throughout the County, recognizing the diverse geographic and socioeconomic nature of the largest county in the contiguous United States. Initiatives should be tied to specific problems the investments in technology would be trying to address and/or opportunities to deliver government services more efficiently. The Master Plan must be complementary to existing programs identified in the survey or through subsequent discussions with local jurisdictions. Funding will not be immediately available to implement all initiatives identified

by the Master Plan, and as such, the plan shall identify potential public and private funding mechanisms, appropriate business models and feasible ways to generate revenue. Equity and sustainability issues shall be addressed in the plan.

Tasks to be performed and issues to be considered in development of the Smart County Master Plan include but are not limited to the following:

- Thorough assessment of existing assets and legacy systems used throughout the County to inform how to best leverage these assets for Internet of Things solutions. Knowledge of strategies for asset optimization and navigation of complex technology architectures in connectivity of diverse systems and devices, particularly amongst various jurisdictions, is key.
- Recommendations of funding opportunities and finance models
- Key performance indicators and milestones for overall strategy as well as individual initiatives for implementation
- Strategy for tiered implementation with low hanging fruit and opportunities for rapid returns on investment identified
- Carefully crafted plan that ensures compatibility between initiatives
- Development of architecture, operating systems, protocol, platforms, communications infrastructure that can integrate a wide variety of applications and initiatives that allows flexibility for future initiatives
- Development of a security framework to ensure safe development of solutions limiting risk.
- Risk assessment of potential initiatives
- Legal implications regarding sharing, storing and accessing data across jurisdictional boundaries for the benefit of the entire county
- Policy analysis and recommendations
- Coordination with local jurisdiction traffic engineering, public works, planning, emergency services, city manager's office, information technology, etc. staff to understand existing assets, infrastructure and needs
- Evaluate technology applications summarizing pros and cons
- Perform data collection
- Develop cost estimates for initiative implementation/deployment
- Sustainability plan for Smart City operations and maintenance that takes a realistic view of staffing limitations and resources required for system monitoring.
- The potential for certain components to provide operational efficiencies and labor cost savings should be highlighted, and it is possible that these would be prioritized.

CONSULTANT shall anticipate up to 8 presentations to the Emerging Technology Ad-Hoc Committee, City-County Managers Technical Advisory Committee or other elected official bodies to present initial Smart City Master Plan concepts and a draft plan. Deliverables for Task II shall include:

- A Draft and Final Smart County Early Action Plan. CONSULTANT will allow a 30-day review of the draft report by SBCTA and county staff and the Emerging Technology Ad Hoc Committee, after which a final Early Action Plan will be prepared.
- A Draft and Final Smart County Master Plan, with a 30-day review of the draft, followed by the final report responding to comments from local jurisdictions, SBCTA and committees.

Optional Task I Perform SBVCTSS Audits

Local agencies are responsible for the on-going monitoring, maintenance and timing adjustments for traffic signal systems included as part of the SBVCTSS. In order to determine the SBVCTSS is properly maintained, CONSULTANT may perform audits of the corridors as directed by SBCTA.

CONSULTANT will conduct audit by remotely logging into the agencies' signal system (where possible) to determine if the traffic signal communication equipment between traffic signals and the local jurisdiction traffic management center and remote access to the local jurisdiction center is functional and traffic signal coordination timing plans are implemented. Preliminary audit findings shall be reviewed with the participating agencies when signals are found to be out of compliance to determine if minor corrective action can be implemented to bring signal/corridor into compliance. Audit reports shall include tabulated results by participating agency, listing by corridor signals, both compliant and non-compliant, with possible causes and recommended corrective actions to bring signals into compliance.

EXHIBIT B

Specific Rate of Compensation (use for on call or As-Needed contracts)
 SBVCTSS Support and Development of Smart County Master Plan
 22-1002761
 Dated 05-12-2022

Contract Totals				
	Description	Hours	Cost	
	Iteris (SBVCTSS Support)			
	Labor Costs	5948	\$ 1,248,643.92	
	Other Direct Costs		\$ 1,356.08	
Sub Total		5948	\$ 1,250,000.00	
Sub Total (SBVCTSS Support)				\$ 1,250,000.00
	Iteris (Smart County Master Plan)			
	Labor Costs	1098	\$ 254,145.33	
	Other Direct Costs		\$ 579.03	
Sub total		1098	\$ 254,724.36	
	HNTB Corporation - (Smart County Master Plan)			
	Labor Costs	4166	\$ 975,309.64	
	Other Direct Costs		\$ 19,966.00	
Sub total		4166	\$ 995,275.64	
Sub Total (Smart County Master Plan)				\$ 1,250,000.00
Contract Grand Total Amount		11212	\$	2,500,000.00

Attachment: 22-1002761 Exhibit B (8601 : SBVCTSS - Award Contract No. 22-1002761)

SBVCTSS Support and Development of Smart County Master Plan

22-1002761

Dated 05-12-2022

12.d

Tasks	Iteris		HNTB		Iteris/HNTB Combined	
	Hours	Budget	Hours	Budget	Total Hours/Task	Total Budget/Task
Project Management 22/23	40	\$ 11,722.38	\$ 125	\$ 29,699.11	\$ 165.00	\$ 41,421.49
Project Management 23/24	118	\$ 41,328.54	\$ 145	\$ 36,503.06	\$ 263.00	\$ 77,831.60
Phase 1 - Early Action Plan						
Draft Existing Conditions Analysis 22/23	117	\$ 21,394.22	\$ 388	\$ 81,717.41	\$ 505.00	\$ 103,111.63
Draft Existing Conditions Analysis 23/24	0	\$ -	\$ -	\$ -	\$ -	\$ -
Final Existing Conditions Analysis 22/23	65	\$ 11,051.23	\$ 210	\$ 44,578.69	\$ 275.00	\$ 55,629.92
Final Existing Conditions Analysis 23/24	0	\$ -	\$ -	\$ -	\$ -	\$ -
High Level Stakeholder Outreach Plan 22/23	70	\$ 16,978.96	\$ 134	\$ 32,743.25	\$ 204.00	\$ 49,722.21
High Level Stakeholder Outreach Plan 23/24	58	\$ 13,214.72	\$ -	\$ -	\$ 58.00	\$ 13,214.72
Success Management Workshop 22/23	15	\$ 4,468.37	\$ 122	\$ 33,225.52	\$ 137.00	\$ 37,693.89
Success Management Workshop 23/24	0	\$ -	\$ -	\$ -	\$ -	\$ -
SMART Grant Application Support 22/23	39	\$ 8,082.85	\$ 206	\$ 49,228.07	\$ 245.00	\$ 57,310.92
SMART Grant Application Support 23/24	0	\$ -	\$ -	\$ -	\$ -	\$ -
Draft Early Action Plan 22/23	58	\$ 12,539.92	\$ 368	\$ 79,362.59	\$ 426.00	\$ 91,902.51
Draft Early Action Plan 23/24	0	\$ -	\$ -	\$ -	\$ -	\$ -
Final Early Action Plan 22/23	0	\$ -	\$ 166	\$ 33,258.21	\$ 166.00	\$ 33,258.21
Final Early Action Plan 23/24	23	\$ 6,266.63	\$ -	\$ -	\$ 23.00	\$ 6,266.63
Phase 2 - Smart County Master Plan						
Visioning Workshop 22/23	12	\$ 3,519.56	\$ 120	\$ 30,568.91	\$ 132.00	\$ 34,088.47
Visioning Workshop 23/24	26	\$ 7,060.45	\$ -	\$ -	\$ 26.00	\$ 7,060.45
Draft Smart County Master Plan 22/23	0	\$ -	\$ 354	\$ 78,109.93	\$ 354.00	\$ 78,109.93
Draft Smart County Master Plan 23/24	190	\$ 39,179.16	\$ 910	\$ 214,294.30	\$ 1,100.00	\$ 253,473.46
Final Smart County Master Plan 22/23	0	\$ -	\$ 16	\$ 1,600.06	\$ 16.00	\$ 1,600.06
Final Smart County Master Plan 23/24	188	\$ 37,205.92	\$ 470	\$ 117,920.54	\$ 658.00	\$ 155,126.46
Technology Ad-hoc Committee (and others)						
Meeting Support (up to 8) 22/23	26	\$ 6,082.95	\$ 116	\$ 29,062.70	\$ 142.00	\$ 35,145.65
Technology Ad-hoc Committee (and others)						
Meeting Support (up to 8) 23/24	53	\$ 14,049.47	\$ 316	\$ 83,437.28	\$ 369.00	\$ 97,486.75
Labor Hours (No ODCs)	1098	\$ 254,145.33	4166	\$ 975,309.64	5264	\$ 1,229,454.97
ODC		\$ 579.03		\$ 19,966.00		\$ 20,545.03
TOTAL		\$ 254,724.36		\$ 995,275.64		\$ 1,250,000

Attachment: 22-1002761 Exhibit B (8601 : SBVCTSS - Award Contract No. 22-1002761)

Specific Rate of Compensation (use for on call or As- Needed contracts)
(Construction Engineering and Inspection Contracts)

Consultant or Subconsultant : Iteris (SBVCTSS Support) Contract No. 22-1002761 Date 5/12/2

Fringe Benefit %
(=0%if Included in OH) 0.00% + Over head % 202.63% + General Administration%
(=0%if Included in OH) 0.00% = Combined Indirect Cost Rate (ICR) % 202.63%

FEE % = 8.50%

SEMI-ANNUAL ASSESSMENT

Name/ Job Title/ Classification	Hours and Billing Rates						Total Hours	Total Cost	Effective date of hourly rate		Actual or Avg hourly rate	% or \$ increase	Hourly range- for classification only	
	Straight Hrs	Straight Rate	OT Hrs (1.5x)	OT Rate (1.5x)	OT Hrs (2x)	OT Rate (2x)			From	To				
Bernard Li- Project Manager	108	\$ 372.81	0	\$ 559.22	0	\$ 745.63	108	\$ 40,263.76	4/1/2022	3/31/2023	\$ 113.54	0.0%	\$ -	\$ -
	144	\$ 387.73	0	\$ 581.59	0	\$ 775.45	144	\$ 55,832.42	4/1/2023	3/31/2024	\$ 118.08	4.0%	\$ -	\$ -
	144	\$ 403.23	0	\$ 604.85	0	\$ 806.47	144	\$ 58,065.71	4/1/2024	3/31/2025	\$ 122.80	4.0%	\$ -	\$ -
	144	\$ 419.36	0	\$ 629.05	0	\$ 838.73	144	\$ 60,388.34	4/1/2025	3/31/2026	\$ 127.72	4.0%	\$ -	\$ -
	144	\$ 436.14	0	\$ 654.21	0	\$ 872.28	144	\$ 62,803.88	4/1/2026	3/31/2027	\$ 132.83	4.0%	\$ -	\$ -
	40	\$ 453.58	0	\$ 680.38	0	\$ 907.17	40	\$ 18,143.34	4/1/2027	3/31/2028	\$ 138.14	4.0%	\$ -	\$ -
Gabe Murillo - Principal-in-charge	72	\$ 356.92	0	\$ 535.38	0	\$ 713.84	72	\$ 25,698.26	4/1/2022	3/31/2023	\$ 108.70	0.0%	\$ -	\$ -
	96	\$ 371.20	0	\$ 556.80	0	\$ 742.39	96	\$ 35,634.92	4/1/2023	3/31/2024	\$ 113.05	4.0%	\$ -	\$ -
	96	\$ 386.05	0	\$ 579.07	0	\$ 772.09	96	\$ 37,060.32	4/1/2024	3/31/2025	\$ 117.57	4.0%	\$ -	\$ -
	96	\$ 401.49	0	\$ 602.23	0	\$ 802.97	96	\$ 38,542.73	4/1/2025	3/31/2026	\$ 122.27	4.0%	\$ -	\$ -
	96	\$ 417.55	0	\$ 626.32	0	\$ 835.09	96	\$ 40,084.44	4/1/2026	3/31/2027	\$ 127.16	4.0%	\$ -	\$ -
	24	\$ 434.25	0	\$ 651.37	0	\$ 868.50	24	\$ 10,421.96	4/1/2027	3/31/2028	\$ 132.25	4.0%	\$ -	\$ -
Principal Engineer	0	\$ 305.98	0	\$ 458.96	0	\$ 611.95	0	\$ -	4/1/2022	3/31/2023	\$ 93.19	0.0%	\$ 71.35	\$ 115.02
	0	\$ 318.22	0	\$ 477.32	0	\$ 636.43	0	\$ -	4/1/2023	3/31/2024	\$ 96.91	4.0%	\$ 74.20	\$ 119.62
	0	\$ 330.94	0	\$ 496.42	0	\$ 661.89	0	\$ -	4/1/2024	3/31/2025	\$ 100.79	4.0%	\$ 77.17	\$ 124.41
	0	\$ 344.18	0	\$ 516.27	0	\$ 688.36	0	\$ -	4/1/2025	3/31/2026	\$ 104.82	4.0%	\$ 80.26	\$ 129.38
	0	\$ 357.95	0	\$ 536.92	0	\$ 715.90	0	\$ -	4/1/2026	3/31/2027	\$ 109.01	4.0%	\$ 83.47	\$ 134.56
	0	\$ 372.27	0	\$ 558.40	0	\$ 744.53	0	\$ -	4/1/2027	3/31/2028	\$ 113.37	4.0%	\$ 86.81	\$ 139.94
Senior Engineer	108	\$ 219.08	0	\$ 328.62	0	\$ 438.15	108	\$ 23,660.37	4/1/2022	3/31/2023	\$ 66.72	0.0%	\$ 53.89	\$ 79.55
	144	\$ 227.84	0	\$ 341.76	0	\$ 455.68	144	\$ 32,809.04	4/1/2023	3/31/2024	\$ 69.39	4.0%	\$ 56.05	\$ 82.73
	144	\$ 236.95	0	\$ 355.43	0	\$ 473.91	144	\$ 34,121.41	4/1/2024	3/31/2025	\$ 72.16	4.0%	\$ 58.29	\$ 86.04
	144	\$ 246.43	0	\$ 369.65	0	\$ 492.86	144	\$ 35,486.26	4/1/2025	3/31/2026	\$ 75.05	4.0%	\$ 60.62	\$ 89.48
	144	\$ 256.29	0	\$ 384.43	0	\$ 512.58	144	\$ 36,905.71	4/1/2026	3/31/2027	\$ 78.05	4.0%	\$ 63.04	\$ 93.06
	36	\$ 266.54	0	\$ 399.81	0	\$ 533.08	36	\$ 9,595.49	4/1/2027	3/31/2028	\$ 81.18	4.0%	\$ 65.57	\$ 96.78
Engineer	162	\$ 164.54	0	\$ 246.81	0	\$ 329.08	162	\$ 26,655.15	4/1/2022	3/31/2023	\$ 50.11	0.0%	\$ 46.34	\$ 53.88
	216	\$ 171.12	0	\$ 256.68	0	\$ 342.24	216	\$ 36,961.81	4/1/2023	3/31/2024	\$ 52.11	4.0%	\$ 48.19	\$ 56.04
	216	\$ 177.96	0	\$ 266.95	0	\$ 355.93	216	\$ 38,440.28	4/1/2024	3/31/2025	\$ 54.20	4.0%	\$ 50.12	\$ 58.28
	216	\$ 185.08	0	\$ 277.62	0	\$ 370.17	216	\$ 39,977.89	4/1/2025	3/31/2026	\$ 56.37	4.0%	\$ 52.13	\$ 60.61
	216	\$ 192.49	0	\$ 288.73	0	\$ 384.97	216	\$ 41,577.01	4/1/2026	3/31/2027	\$ 58.62	4.0%	\$ 54.21	\$ 63.03
	54	\$ 200.19	0	\$ 300.28	0	\$ 400.37	54	\$ 10,810.02	4/1/2027	3/31/2028	\$ 60.97	4.0%	\$ 56.38	\$ 65.55
Associate Engineer	180	\$ 136.09	0	\$ 204.13	0	\$ 272.17	180	\$ 24,495.50	4/1/2022	3/31/2023	\$ 41.45	0.0%	\$ 36.56	\$ 46.33
	240	\$ 141.53	0	\$ 212.29	0	\$ 283.06	240	\$ 33,967.10	4/1/2023	3/31/2024	\$ 43.10	4.0%	\$ 38.02	\$ 48.18
	240	\$ 147.19	0	\$ 220.79	0	\$ 294.38	240	\$ 35,325.78	4/1/2024	3/31/2025	\$ 44.83	4.0%	\$ 39.54	\$ 50.11
	240	\$ 153.08	0	\$ 229.62	0	\$ 306.16	240	\$ 36,738.81	4/1/2025	3/31/2026	\$ 46.62	4.0%	\$ 41.13	\$ 52.11
	240	\$ 159.20	0	\$ 238.80	0	\$ 318.40	240	\$ 38,208.37	4/1/2026	3/31/2027	\$ 48.48	4.0%	\$ 42.77	\$ 54.20
	60	\$ 165.57	0	\$ 248.35	0	\$ 331.14	60	\$ 9,934.18	4/1/2027	3/31/2028	\$ 50.42	4.0%	\$ 44.48	\$ 56.37
Assistant Engineer	220	\$ 115.27	0	\$ 172.90	0	\$ 230.54	220	\$ 25,359.07	4/1/2022	3/31/2023	\$ 35.11	0.0%	\$ 33.66	\$ 36.55
	300	\$ 119.88	0	\$ 179.82	0	\$ 239.76	300	\$ 35,963.78	4/1/2023	3/31/2024	\$ 36.51	4.0%	\$ 35.01	\$ 38.01
	300	\$ 124.67	0	\$ 187.01	0	\$ 249.35	300	\$ 37,402.33	4/1/2024	3/31/2025	\$ 37.97	4.0%	\$ 36.41	\$ 39.53
	300	\$ 129.66	0	\$ 194.49	0	\$ 259.32	300	\$ 38,898.42	4/1/2025	3/31/2026	\$ 39.49	4.0%	\$ 37.86	\$ 41.11
	300	\$ 134.85	0	\$ 202.27	0	\$ 269.70	300	\$ 40,454.36	4/1/2026	3/31/2027	\$ 41.07	4.0%	\$ 39.38	\$ 42.76
	80	\$ 140.24	0	\$ 210.36	0	\$ 280.48	80	\$ 11,219.34	4/1/2027	3/31/2028	\$ 42.71	4.0%	\$ 40.95	\$ 44.47
Admin / Accounting	36	\$ 114.92	0	\$ 172.39	0	\$ 229.85	36	\$ 4,137.25	4/1/2022	3/31/2023	\$ 35.00	0.0%	\$ 20.00	\$ 50.00
	48	\$ 119.52	0	\$ 179.28	0	\$ 239.04	48	\$ 5,736.99	4/1/2023	3/31/2024	\$ 36.40	4.0%	\$ 20.80	\$ 52.00
	48	\$ 124.30	0	\$ 186.45	0	\$ 248.60	48	\$ 5,966.47	4/1/2024	3/31/2025	\$ 37.86	4.0%	\$ 21.63	\$ 54.08
	48	\$ 129.27	0	\$ 193.91	0	\$ 258.55	48	\$ 6,205.13	4/1/2025	3/31/2026	\$ 39.37	4.0%	\$ 22.50	\$ 56.24
	48	\$ 134.44	0	\$ 201.67	0	\$ 268.89	48	\$ 6,453.34	4/1/2026	3/31/2027	\$ 40.95	4.0%	\$ 23.40	\$ 58.49
	16	\$ 139.82	0	\$ 209.73	0	\$ 279.64	16	\$ 2,237.16	4/1/2027	3/31/2028	\$ 42.58	4.0%	\$ 24.33	\$ 60.83
Labor Total							5948	\$ 1,248,643.92						

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate *(1+ICR) * (1+FEE). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

Note:
Denote all employees subject to prevailing wage with an asterisks (*)
For "Other Direct Costs" listing, see page 2 of the Exhibit

Attachment: 22-1002761 Exhibit B (8601 : SBVCTSS - Award Contract No. 22-1002761)

EXHIBIT B

12.d

Specific Rate of Compensation (use for on call or As- Needed contracts)
(Construction Engineering and Inspection Contracts)

Consultant Iteris (SBVCTSS Support)Contract No. 22-1002761Date 5/12/2022**SCHEDULE OF OTHER DIRECT COST ITEMS**

Description of Items	Unit	Unit Cost	Total
A. Mileage	2318	\$ 0.585	\$ 1,356.08
B.		\$ -	\$ -
C.		\$ -	\$ -
D.		\$ -	\$ -
E.		\$ -	\$ -
F.		\$ -	\$ -
G.		\$ -	\$ -
TOTAL ODC's =			\$ 1,356.08

IMPORTANT NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice)
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct costs.
6. Travel related costs should be pre-approved by the contracting agency. The rates should not exceed the State Department of Personnel Administration (DPA) requirements.
7. If mileage is claimed, the rate should be supported by the consultants calculation of their actual costs for company vehicles. In addition, the claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedures for all of their contracts and that they do not own any vehicles that could be used for the same purpose.

Specific Rate of Compensation (use for on call or As- Needed contracts)
(Construction Engineering and Inspection Contracts)

Consultant or Subconsultant : Iteris (Smart County Master Plan)

Contract No. 22-1002761

Date 5/12/20

Fringe Benefit %
(=0%if Included in OH) + Over head % + General Administration%
(=0%if Included in OH) = Combined Indirect Cost Rate (ICR) %
0.00% 202.63% 0.00% 202.63%

FEE % = 8.50%

TRAFFIC SIGNAL COORDINATION MASTER PLAN

Name/ Job Title/ Classification	Hours and Billing Rates						Total Hours	Total Cost	Effective date of hourly rate		Actual or Avg hourly rate	% or \$ increase	Hourly range- for classification only	
	Straight Hrs	Straight Rate	OT Hrs (1.5x)	OT Rate (1.5x)	OT Hrs (2x)	OT Rate (2x)			From	To				
Bernard Li- Project Manager	60	\$ 372.81	0	\$ 559.22	0	\$ 745.63	60	\$ 22,368.76	4/1/2022	3/31/2023	\$ 113.54	0.0%	\$ -	\$ -
	120	\$ 387.73	0	\$ 581.59	0	\$ 775.45	120	\$ 46,527.02	4/1/2023	3/31/2024	\$ 118.08	4.0%	\$ -	\$ -
	0	\$ 403.23	0	\$ 604.85	0	\$ 806.47	0	\$ -	4/1/2024	3/31/2025	\$ 122.80	4.0%	\$ -	\$ -
	0	\$ 419.36	0	\$ 629.05	0	\$ 838.73	0	\$ -	4/1/2025	3/31/2026	\$ 127.72	4.0%	\$ -	\$ -
	0	\$ 436.14	0	\$ 654.21	0	\$ 872.28	0	\$ -	4/1/2026	3/31/2027	\$ 132.83	4.0%	\$ -	\$ -
Gabe Murillo - Principal-in-charge	0	\$ 453.58	0	\$ 680.38	0	\$ 907.17	0	\$ -	4/1/2027	3/31/2028	\$ 138.14	4.0%	\$ -	\$ -
	40	\$ 356.92	0	\$ 535.38	0	\$ 713.84	40	\$ 14,276.81	4/1/2022	3/31/2023	\$ 108.70	0.0%	\$ -	\$ -
	80	\$ 371.20	0	\$ 556.80	0	\$ 742.39	80	\$ 29,695.77	4/1/2023	3/31/2024	\$ 113.05	4.0%	\$ -	\$ -
	0	\$ 386.05	0	\$ 579.07	0	\$ 772.09	0	\$ -	4/1/2024	3/31/2025	\$ 117.57	4.0%	\$ -	\$ -
	0	\$ 401.49	0	\$ 602.23	0	\$ 802.97	0	\$ -	4/1/2025	3/31/2026	\$ 122.27	4.0%	\$ -	\$ -
Principal Engineer / Associate Vice President	0	\$ 417.55	0	\$ 626.32	0	\$ 835.09	0	\$ -	4/1/2026	3/31/2027	\$ 127.16	4.0%	\$ -	\$ -
	0	\$ 434.25	0	\$ 651.37	0	\$ 868.50	0	\$ -	4/1/2027	3/31/2028	\$ 132.25	4.0%	\$ -	\$ -
	0	\$ 305.98	0	\$ 458.96	0	\$ 611.95	0	\$ -	4/1/2022	3/31/2023	\$ 93.19	0.0%	\$ 71.35	\$ 115.02
	0	\$ 318.22	0	\$ 477.32	0	\$ 636.43	0	\$ -	4/1/2023	3/31/2024	\$ 96.91	4.0%	\$ 74.20	\$ 119.62
	0	\$ 330.94	0	\$ 496.42	0	\$ 661.89	0	\$ -	4/1/2024	3/31/2025	\$ 100.79	4.0%	\$ 77.17	\$ 124.41
Senior Manager / Senior Engineer	0	\$ 344.18	0	\$ 516.27	0	\$ 688.36	0	\$ -	4/1/2025	3/31/2026	\$ 104.82	4.0%	\$ 80.26	\$ 129.38
	0	\$ 357.95	0	\$ 536.92	0	\$ 715.90	0	\$ -	4/1/2026	3/31/2027	\$ 109.01	4.0%	\$ 83.47	\$ 134.56
	0	\$ 372.27	0	\$ 558.40	0	\$ 744.53	0	\$ -	4/1/2027	3/31/2028	\$ 113.37	4.0%	\$ 86.81	\$ 139.94
	150	\$ 219.08	0	\$ 328.62	0	\$ 438.15	150	\$ 32,861.62	4/1/2022	3/31/2023	\$ 66.72	0.0%	\$ 53.89	\$ 79.55
	200	\$ 227.84	0	\$ 341.76	0	\$ 455.68	200	\$ 45,568.12	4/1/2023	3/31/2024	\$ 69.39	4.0%	\$ 56.05	\$ 82.73
Engineer / Planner	0	\$ 236.95	0	\$ 355.43	0	\$ 473.91	0	\$ -	4/1/2024	3/31/2025	\$ 72.16	4.0%	\$ 58.29	\$ 86.04
	0	\$ 246.43	0	\$ 369.65	0	\$ 492.86	0	\$ -	4/1/2025	3/31/2026	\$ 75.05	4.0%	\$ 60.62	\$ 89.48
	0	\$ 256.29	0	\$ 384.43	0	\$ 512.58	0	\$ -	4/1/2026	3/31/2027	\$ 78.05	4.0%	\$ 63.04	\$ 93.06
	0	\$ 266.54	0	\$ 399.81	0	\$ 533.08	0	\$ -	4/1/2027	3/31/2028	\$ 81.18	4.0%	\$ 65.57	\$ 96.78
	60	\$ 164.54	0	\$ 246.81	0	\$ 329.08	60	\$ 9,872.28	4/1/2022	3/31/2023	\$ 50.11	0.0%	\$ 46.34	\$ 53.88
Associate Engineer	80	\$ 171.12	0	\$ 256.68	0	\$ 342.24	80	\$ 13,689.56	4/1/2023	3/31/2024	\$ 52.11	4.0%	\$ 48.19	\$ 56.04
	0	\$ 177.96	0	\$ 266.95	0	\$ 355.93	0	\$ -	4/1/2024	3/31/2025	\$ 54.20	4.0%	\$ 50.12	\$ 58.28
	0	\$ 185.08	0	\$ 277.62	0	\$ 370.17	0	\$ -	4/1/2025	3/31/2026	\$ 56.37	4.0%	\$ 52.13	\$ 60.61
	0	\$ 192.49	0	\$ 288.73	0	\$ 384.97	0	\$ -	4/1/2026	3/31/2027	\$ 58.62	4.0%	\$ 54.21	\$ 63.03
	0	\$ 200.19	0	\$ 300.28	0	\$ 400.37	0	\$ -	4/1/2027	3/31/2028	\$ 60.97	4.0%	\$ 56.38	\$ 65.55
Assistant Engineer	60	\$ 136.09	0	\$ 204.13	0	\$ 272.17	60	\$ 8,165.17	4/1/2022	3/31/2023	\$ 41.45	0.0%	\$ 36.56	\$ 46.33
	80	\$ 141.53	0	\$ 212.29	0	\$ 283.06	80	\$ 11,322.37	4/1/2023	3/31/2024	\$ 43.10	4.0%	\$ 38.02	\$ 48.18
	0	\$ 147.19	0	\$ 220.79	0	\$ 294.38	0	\$ -	4/1/2024	3/31/2025	\$ 44.83	4.0%	\$ 39.54	\$ 50.11
	0	\$ 153.08	0	\$ 229.62	0	\$ 306.16	0	\$ -	4/1/2025	3/31/2026	\$ 46.62	4.0%	\$ 41.13	\$ 52.11
	0	\$ 159.20	0	\$ 238.80	0	\$ 318.40	0	\$ -	4/1/2026	3/31/2027	\$ 48.48	4.0%	\$ 42.77	\$ 54.20
Admin / Accounting	0	\$ 165.57	0	\$ 248.35	0	\$ 331.14	0	\$ -	4/1/2027	3/31/2028	\$ 50.42	4.0%	\$ 44.48	\$ 56.37
	60	\$ 115.27	0	\$ 172.90	0	\$ 230.54	60	\$ 6,916.11	4/1/2022	3/31/2023	\$ 35.11	0.0%	\$ 33.66	\$ 36.55
	80	\$ 119.88	0	\$ 179.82	0	\$ 239.76	80	\$ 9,590.34	4/1/2023	3/31/2024	\$ 36.51	4.0%	\$ 35.01	\$ 38.01
	0	\$ 124.67	0	\$ 187.01	0	\$ 249.35	0	\$ -	4/1/2024	3/31/2025	\$ 37.97	4.0%	\$ 36.41	\$ 39.53
	0	\$ 129.66	0	\$ 194.49	0	\$ 259.32	0	\$ -	4/1/2025	3/31/2026	\$ 39.49	4.0%	\$ 37.86	\$ 41.11
Labor Total	0	\$ 134.85	0	\$ 202.27	0	\$ 269.70	0	\$ -	4/1/2026	3/31/2027	\$ 41.07	4.0%	\$ 39.38	\$ 42.76
	0	\$ 140.24	0	\$ 210.36	0	\$ 280.48	0	\$ -	4/1/2027	3/31/2028	\$ 42.71	4.0%	\$ 40.95	\$ 44.47
	12	\$ 114.92	0	\$ 172.39	0	\$ 229.85	12	\$ 1,379.08	4/1/2022	3/31/2023	\$ 35.00	0.0%	\$ 20.00	\$ 50.00
	16	\$ 119.52	0	\$ 179.28	0	\$ 239.04	16	\$ 1,912.33	4/1/2023	3/31/2024	\$ 36.40	4.0%	\$ 20.80	\$ 52.00
	0	\$ 124.30	0	\$ 186.45	0	\$ 248.60	0	\$ -	4/1/2024	3/31/2025	\$ 37.86	4.0%	\$ 21.63	\$ 54.08
	0	\$ 129.27	0	\$ 193.91	0	\$ 258.55	0	\$ -	4/1/2025	3/31/2026	\$ 39.37	4.0%	\$ 22.50	\$ 56.24
	0	\$ 134.44	0	\$ 201.67	0	\$ 268.89	0	\$ -	4/1/2026	3/31/2027	\$ 40.95	4.0%	\$ 23.40	\$ 58.49
	0	\$ 139.82	0	\$ 209.73	0	\$ 279.64	0	\$ -	4/1/2027	3/31/2028	\$ 42.58	4.0%	\$ 24.33	\$ 60.83
Labor Total								1098	\$ 254,145.33					

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1+ICR) * (1+FEE). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

Note:
Denote all employees subject to prevailing wage with an asterisks (*)
For "Other Direct Costs" listing, see page 2 of the Exhibit

Attachment: 22-1002761 Exhibit B (8601 : SBVCTSS - Award Contract No. 22-1002761)

EXHIBIT B

12.d

Specific Rate of Compensation (use for on call or As- Needed contracts)
(Construction Engineering and Inspection Contracts)

Consultant Iteris (Smart County Master Plan)Contract No. 22-1002761Date 5/12/2022

SCHEDULE OF OTHER DIRECT COST ITEMS			
Description of Items	Unit	Unit Cost	Total
A. Mileage	989.8	\$ 0.585	\$ 579.03
B.		\$ -	\$ -
C.		\$ -	\$ -
D.		\$ -	\$ -
E.		\$ -	\$ -
F.		\$ -	\$ -
G.		\$ -	\$ -
TOTAL ODC's =			\$ 579.03

IMPORTANT NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice)
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct costs.
6. Travel related costs should be pre-approved by the contracting agency. The rates should not exceed the State Department of Personnel Administration (DPA) requirements.
7. If mileage is claimed, the rate should be supported by the consultants calculation of their actual costs for company vehicles. In addition, the claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedures for all of their contracts and that they do not own any vehicles that could be used for the same purpose.

EXHIBIT B

12.d

Specific Rate of Compensation (use for on call or As- Needed contracts)
(Construction Engineering and Inspection Contracts)

Consultant or Subconsultant

HNTB Corporation - (Smart County Master Plan)

Contract No. 22-1002761

Date 5/12/2022

Fringe Benefit %
(=0%if included in OH)

+

Over head %

+

General Administration%

=

Combined Indirect Cost Rate (ICR) %

47.51%

90.87%

0.00%

138.38%

FEE % = 8.50%

Name/ Job Title/ Classification	Hours and Billing Rates						Total Hours	Total Cost	Effective date of hourly rate		Actual or Avg hourly rate	% or \$ increase	Hourly range- for classification only	
	Straight Hrs	Straight Rate	OT Hrs (1.5x)	OT Rate (1.5x)	OT Hrs (2x)	OT Rate (2x)			From	To				
Arya Rohani, Advisor	22	\$ 422.93	0	\$ 422.93	0	\$ 422.93	22	\$ 9,304.50	4/1/2022	3/31/2023	\$ 163.52	0.0%	\$ -	\$ -
	32	\$ 439.85	0	\$ 439.85	0	\$ 439.85	32	\$ 14,075.17	4/1/2023	3/31/2024	\$ 170.06	4.0%	\$ -	\$ -
Katie Zehnder, Task Lead	212	\$ 292.99	0	\$ 292.99	0	\$ 292.99	212	\$ 62,113.88	4/1/2022	3/31/2023	\$ 113.28	0.0%	\$ -	\$ -
	166	\$ 304.71	0	\$ 304.71	0	\$ 304.71	166	\$ 50,581.79	4/1/2023	3/31/2024	\$ 117.81	4.0%	\$ -	\$ -
Richard Shinn, Technology Lead	140	\$ 297.75	0	\$ 297.75	0	\$ 297.75	140	\$ 41,684.86	4/1/2022	3/31/2023	\$ 115.12	0.0%	\$ -	\$ -
	166	\$ 309.66	0	\$ 309.66	0	\$ 309.66	166	\$ 51,403.39	4/1/2023	3/31/2024	\$ 119.72	4.0%	\$ -	\$ -
Monica Castellanos, Operations Lead	376	\$ 249.95	0	\$ 249.95	0	\$ 249.95	376	\$ 93,981.92	4/1/2022	3/31/2023	\$ 96.64	0.0%	\$ -	\$ -
	266	\$ 259.95	0	\$ 259.95	0	\$ 259.95	266	\$ 69,146.70	4/1/2023	3/31/2024	\$ 100.51	4.0%	\$ -	\$ -
Alex Kavanagh, Architecture Lead	92	\$ 216.85	0	\$ 216.85	0	\$ 216.85	92	\$ 19,949.80	4/1/2022	3/31/2023	\$ 83.84	0.0%	\$ -	\$ -
	50	\$ 225.52	0	\$ 225.52	0	\$ 225.52	50	\$ 11,275.98	4/1/2023	3/31/2024	\$ 87.19	4.0%	\$ -	\$ -
Kevin Tyler, Project Accountant	36	\$ 124.98	0	\$ 124.98	0	\$ 124.98	36	\$ 4,499.13	4/1/2022	3/31/2023	\$ 48.32	0.0%	\$ -	\$ -
	36	\$ 129.97	0	\$ 129.97	0	\$ 129.97	36	\$ 4,679.10	4/1/2023	3/31/2024	\$ 50.25	4.0%	\$ -	\$ -
Engineer 1	356	\$ 100.00	0	\$ 100.00	0	\$ 100.00	356	\$ 35,601.44	4/1/2022	3/31/2023	\$ 38.67	0.0%	\$ 37.84	\$ 49.00
	140	\$ 104.00	0	\$ 104.00	0	\$ 104.00	140	\$ 14,560.59	4/1/2023	3/31/2024	\$ 40.21	4.0%	\$ 39.35	\$ 50.96
Engineer 2	180	\$ 150.00	0	\$ 150.00	0	\$ 150.00	180	\$ 26,999.93	4/1/2022	3/31/2023	\$ 58.00	0.0%	\$ 49.01	\$ 66.00
	160	\$ 156.00	0	\$ 156.00	0	\$ 156.00	160	\$ 24,959.93	4/1/2023	3/31/2024	\$ 60.31	4.0%	\$ 50.97	\$ 68.64
Engineer 3	306	\$ 220.00	0	\$ 220.00	0	\$ 220.00	306	\$ 67,319.56	4/1/2022	3/31/2023	\$ 85.06	0.0%	\$ 66.01	\$ 88.00
	272	\$ 228.80	0	\$ 228.80	0	\$ 228.80	272	\$ 62,233.19	4/1/2023	3/31/2024	\$ 88.46	4.0%	\$ 68.65	\$ 91.52
Project Engineer	376	\$ 250.00	0	\$ 250.00	0	\$ 250.00	376	\$ 93,999.43	4/1/2022	3/31/2023	\$ 96.66	0.0%	\$ 88.01	\$ 100.00
	376	\$ 260.00	0	\$ 260.00	0	\$ 260.00	376	\$ 97,759.40	4/1/2023	3/31/2024	\$ 100.52	4.0%	\$ 91.53	\$ 104.00
Senior Engineer	176	\$ 270.00	0	\$ 270.00	0	\$ 270.00	176	\$ 47,519.87	4/1/2022	3/31/2023	\$ 104.39	0.0%	\$ 100.01	\$ 110.00
	156	\$ 280.80	0	\$ 280.80	0	\$ 280.80	156	\$ 43,804.68	4/1/2023	3/31/2024	\$ 108.57	4.0%	\$ 104.01	\$ 114.40
Principal Engineer	12	\$ 315.00	0	\$ 315.00	0	\$ 315.00	12	\$ 3,780.01	4/1/2022	3/31/2023	\$ 121.79	0.0%	\$ 110.01	\$ 140.00
	12	\$ 327.60	0	\$ 327.60	0	\$ 327.60	12	\$ 3,931.21	4/1/2023	3/31/2024	\$ 126.66	4.0%	\$ 114.41	\$ 145.60
Project Director	41	\$ 400.00	0	\$ 400.00	0	\$ 400.00	41	\$ 16,400.13	4/1/2022	3/31/2023	\$ 154.66	0.0%	\$ 140.01	\$ 170.00
	9	\$ 416.00	0	\$ 416.00	0	\$ 416.00	9	\$ 3,744.03	4/1/2023	3/31/2024	\$ 160.84	4.0%	\$ 145.61	\$ 176.80
Labor Total							4166	\$ 975,309.64						

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1+ICR) * (1+FEE). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

Note:

Denote all employees subject to prevailing wage with an asterisks (*)

For "Other Direct Costs" listing, see page 2 of the Exhibit

Attachment: 22-1002761 Exhibit B (8601 : SBVCTSS - Award Contract No. 22-1002761)

EXHIBIT B

Specific Rate of Compensation (use for on call or As- Needed contracts)
(Construction Engineering and Inspection Contracts)

Consultant **HNTB Corporation** Contract No. 22-1002761 Date 5/12/2022

SCHEDULE OF OTHER DIRECT COST ITEMS

Description of Items	Unit	Unit Cost	Total
A. Airfare - CMH to ONT round trip	8	\$ 750.00	\$ 6,000.00
B. Airfare - OAK to ONT round trip	4	\$ 250.00	\$ 1,000.00
C. Hotel - San Bernardino (per night)	24	\$ 160.00	\$ 3,840.00
D. Rental Car - ONT (per day)	36	\$ 75.00	\$ 2,700.00
E. Meals/Incidentals - San Bernardino (per day)	36	\$ 64.00	\$ 2,304.00
F. IRS Mileage rate	1000	\$ 0.585	\$ 585.00
G. Tolls/Parking (at cost)	50	\$ 30.00	\$ 1,500.00
H. Taxi/TNC (Lyft, Uber, etc.)	50	\$ 25.00	\$ 1,250.00
I. Postage/Courier	50	\$ 12.00	\$ 600.00
J. Printing (11x8.5 - BW)	500	\$ 0.05	\$ 25.00
K. Printing (11x17 - BW)	500	\$ 0.10	\$ 50.00
L. Printing (11x8.5 - Color)	200	\$ 0.28	\$ 56.00
M. Printing (11x17 - Color)	100	\$ 0.56	\$ 56.00
TOTAL ODC's =			\$ 19,966.00

IMPORTANT NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice)
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct costs.
6. Travel related costs should be pre-approved by the contracting agency. The rates should not exceed the State Department of Personnel Administration (DPA) requirements.
7. If mileage is claimed, the rate should be supported by the consultants calculation of their actual costs for company vehicles. In addition, the claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedures for all of their contracts and that they do not own any vehicles that could be used for the same purpose.

Minute Action

AGENDA ITEM: 13

Date: June 9, 2022

Subject:

Capital Project Needs Analysis Submittals and Funding Allocations for the Measure I Valley Major Street Program/Arterial Sub-program for Fiscal Year 2022/2023

Recommendation:

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

Approve the Project List for the Measure I Valley Major Street Program/Arterial Sub-program allocations for Fiscal Year 2022/2023 as referenced in Attachment A.

Background:

In the Measure I 2010-2040 Strategic Plan, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved creation of the San Bernardino Valley Arterial Sub-program under the Major Street Projects Program. Strategic Plan Policy No. 40006 requires each Valley Subarea jurisdiction to execute a Jurisdiction Master Agreement (JMA) to be eligible for reimbursement of Measure I San Bernardino Valley Arterial Sub-program funds. The agreement serves as a multi-year contract for the entirety of Measure I 2010-2040. The City of Chino Hills is the only jurisdiction that has not yet executed a JMA as they had the majority of their funds allocated to them through the Project Advancement Agreement process.

Additionally, as required by policy, Valley jurisdictions must prepare, adopt, and annually submit to SBCTA by September 30th, their Capital Project Needs Analysis (CPNA), a list of projects for which they plan to request reimbursement of the public share in the next five years as shown in Attachment A. Projects listed in the first two years and any unreimbursed expenditures from prior years are eligible for reimbursement in Fiscal Year (FY) 2022/2023. Besides identifying the need for Measure I funds by project phase, the complete submittal also lists other anticipated funding sources, including the required development mitigation fair share funds.

Reimbursement is subject to each jurisdiction's equitable share and arterial fund allocation limits; therefore, approval of the list does not guarantee availability of funds for reimbursement. However, there is an allowance for a jurisdiction to advance up to five years of allocations if there is a sufficient fund balance in the cumulative arterial fund and the advance is approved by the SBCTA Board. To date, advances have been approved for the cities of Chino, Montclair, Ontario, San Bernardino, Upland, and Yucaipa. The arterial project list also contains projects where arterial funds have been pledged as collateral for development share term loans. These projects are prioritized for use of arterial funds.

The Arterial Sub-program current year funding allocations were approved by the SBCTA Board on April 6, 2022, as part of the FY 2022/2023 Budget planning process. Attachment B shows the Board-approved total allocations to date, project reimbursements to date, and arterial funds identified as collateral for development impact fee term loans. Beginning in FY 2021/2022, adjustments are being made to each city's share over a fifteen-year period to achieve fair share

Entity: San Bernardino County Transportation Authority

Board of Directors Metro Valley Study Session Agenda Item

June 9, 2022

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equity between actual program revenue and approved allocations among jurisdictions. Also listed as additional information is the total of each agency's five-year CPNA need for funds and whether they have a Board-approved five-year advance. Based on the submittals, additional cities may be in need of five-year advances in order to complete their projects, but these would be presented to the Board at a future date as needed.

Financial Impact:

This item is consistent with the Proposed Fiscal Year 2022/2023 Budget.

Reviewed By:

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

Responsible Staff:

Michele Fogerson, Chief of Fund Administration

Approved
Board of Directors Metro Valley Study Session
Date: June 9, 2022
Witnessed By:

San Bernardino County Transportation Authority

ATTACHMENT A

CAPITAL PROJECT NEEDS ANALYSIS
VALLEY ARTERIAL SUB-PROGRAM - FY2022/2023 to FY2026/2027

Jurisdiction	Project	DEV LOAN?	5-YR Advance	Nexus Project Cost	Current Cost Estimate	MI Prior	MI FY 22/23	MI FY 23/24	MI FY 24/25	MI FY 25/26	MI FY 26/27	MI Future	MI Total
Chino	Widen Pine Ave from El Prado Rd to SR-71 from 2 to 4 lanes		Yes	8,546,376	12,407,140	0	2,000,000	0	0	0	0	0	2,000,000
	Widen Edison Ave from Central Ave to Euclid Ave from 4 to 6 lanes		Yes	27,948,000	54,973,000	0	4,000,000	4,000,000	4,000,000	4,101,848	4,626,264	0	20,728,112
						0	6,000,000	4,000,000	4,000,000	4,101,848	4,626,264	0	22,728,112
Chino Hills	Widen Pine Ave from SR-71 to Chino Creek (north side only)			4,201,000	4,201,000	0	0	0	2,789,884	0	0	0	2,789,884
	Soqual Canyon Pkwy/Peyton Dr Connection - construct 2 lanes from Soqual Cyn Pkwy to Peyton Dr at Woodview Rd			16,000,000	16,000,000	0	0	0	0	253,834	0	0	253,834
						0	0	0	2,789,884	253,834	0	0	3,043,718
Colton	Improvement of La Cadena Dr from Rancho Ave to Litton Ave including bridge replacement at Santa Ana River			4,514,025	26,173,968	627,250	392,743	392,743	291,087	0	0	0	1,703,823
	Widen Reche Cyn Rd from S. Crystal Ridge to Riverside County Line from 2 to 4 lanes			3,338,430	3,702,384	50,754	225,600	451,200	451,200	451,200	225,600	0	1,855,554
	Widen Mount Vernon Ave grade separation on the Alhambra Line			9,494,000	17,662,602	372,304	279,123	279,123	279,123	0	0	0	1,209,673
						1,050,308	897,466	1,123,066	1,021,410	451,200	225,600	0	4,769,050
Fontana	Widen Sierra Ave from Summit Av to I-15 Widen from 2 to 6 lanes			9,258,000		165,684	0	0	0	0	0	6,014,582	6,180,266
	Widen Foothill Blvd from Hemlock to Almeria from 4 to 6 lanes			11,897,000	1,741,554	1,182,515	0	0	0	0	0	0	1,182,515
	Widen Sierra Ave from Foothill Blvd to Baseline Ave from 4 to 6 lanes			15,293,064	12,380,692	8,406,489	0	0	0	0	0	0	8,406,489
	Widen Beech Ave from Miller Ave to Foothill Blvd from 2 to 4 lanes			5,358,448	3,901,556	2,649,157	0	0	0	0	0	0	2,649,157
	Widen Slover Ave from Etiwanda Ave to 800' e/o Etiwanda from 2 to 4 lanes			13,147,628	11,562,459	5,714,507	0	0	0	0	0	0	5,714,507
						18,118,352	0	0	0	0	0	6,014,582	24,132,934
Fontana Sphere	Widen Cherry Ave Bridge from Merrill Ave to Whittram from 4 to 6 lanes			10,200,000	10,957,067	584,205	0	0	0	0	0	0	584,205
	Ph1: Widen San Bernardino Ave from Cherry Ave to Fontana City Limits from 2 to 4 lanes			2,031,000	8,500,000	120,837	1,696,178	362,954	3,318,746	0	0	0	5,498,715
						705,042	1,696,178	362,954	3,318,746	0	0	0	6,082,920
Grand Terrace	Extend Commerce Wy from 900' n/o DeBerry Rd to Main St from 0 to 4 lanes			3,500,000		114,190	114,190	600,000	882,800	200,000	0	0	1,911,180
						114,190	114,190	600,000	882,800	200,000	0	0	1,911,180
Highland	SR-210 / 5th Ave Interchange			3,300,000	15,827,000	129,408	273,042	802,724	2,192,413	2,192,413	0	0	5,590,000
	SR-210 / Baseline Interchange - cash flow estimated by SBCTA	Yes		13,260,000	31,730,814	0	5,391,695	0	0	0	0	0	5,391,695
						129,408	5,664,737	802,724	2,192,413	2,192,413	0	0	10,981,695

ATTACHMENT A

CAPITAL PROJECT NEEDS ANALYSIS
VALLEY ARTERIAL SUB-PROGRAM - FY2022/2023 to FY2026/2027

Jurisdiction	Project	DEV LOAN?	5-YR Advance	Nexus Project Cost	Current Cost Estimate	MI Prior	MI FY 22/23	MI FY 23/24	MI FY 24/25	MI FY 25/26	MI FY 26/27	MI Future	MI Total
Loma Linda	Intersection Improvements at Mound St and Anderson St			1,000,000	500,000	0	318,240	0	0	0	0	0	318,240
	Widen California St from Barton Rd to Redlands Blvd from 2 to 6 lanes			4,100,000	4,206,000	64,500	993,013	1,400,256	0	0	0	0	2,457,769
	Install traffic signal at Barton Rd & Benton St			200,000	235,632	0	146,432	0	0	0	0	0	146,432
						64,500	1,457,685	1,400,256	0	0	0	0	2,922,441
Montclair	I-10 / Monte Vista Ave interchange - term loan	Yes	Yes	5,850,000	31,105,357	0	452,751	0	0	0	0	0	452,751
						0	452,751	0	0	0	0	0	452,751
Ontario	Spot Widen Airport Dr from Kettering to Etiwanda Ave from 2 to 4 lanes, including intersection at Etiwanda/Slover			5,270,000		1,409,347	451,249	0	0	0	0	0	1,860,596
	Widen Holt Blvd from Benson Ave to Vineyard Ave from 4 to 6 lanes			48,817,215	5,130,636	2,453,403	399,231		0	0	0	0	2,852,634
	Replace 4th St structure between I-10 westbound ramps and I-10 eastbound ramps and widen to 5 lanes - cashflow estimated by SBCTA		Yes	21,567,000	21,566,769	1,150,807	1,904,653	0	0	0	0	0	3,055,460
	Replace 4th St structure between I-10 westbound ramps and I-10 eastbound ramps and widen to 5 lanes - term loan	Yes	Yes				213,466	0	0	0	0	0	213,466
	Widen Grove Ave from I-10 to Holt Blvd from 4 to 6 lanes, Including W. Cuc. Creek Bridge			32,200,000	4,100,000	205,065	347,500	729,750	0	0	0	0	1,282,315
	Widen Holt Blvd from Benson Ave to Vineyard Ave from 4 to 6 lanes			48,817,215	2,400,000	199,476	347,500	729,750	0	0	0	0	1,276,726
	Widen Mountain Ave from Sixth Street to s/o Holt Blvd			7,467,000	5,130,636	2,453,403	399,231		0	0	0	0	2,852,634
						7,871,501	4,062,830	1,459,500	0	0	0	0	13,393,831
	Widen Wilson Ave from East Ave to Wardman/Bulloch from 0 to 4 lanes			6,000,000	7,434,218	3,199,098	0	0	0	0	0	2,101,499	5,300,597
	Construct a Traffic Signal at the Intersection of Milliken and 5th			350,000	738,737	526,720	0	0	0	0	0	0	526,720
Rancho Cucamonga	Construct a Traffic Signal at the Intersection of Rochester and Jersey			350,000	738,737	526,720	0	0	0	0	0	0	526,720
	Widen Victoria Ave from EHS to I-15			305,000	412,341	293,999	0	0	0	0	0	0	293,999
	Construct a Traffic Signal at the Intersection of East and Miller			350,000	738,737	526,720	0	0	0	0	0	0	526,720
	Construct a Traffic Signal at the Intersection of 6th and Rochester			350,000	738,737	526,720	0	0	0	0	0	0	526,720
	Construct a Traffic Signal at the Intersection of Camelian and Banyan			363,000	600,297	428,012	0	0	0	0	0	0	428,012
	Construct a Traffic Signal at the Intersection of 6th and Hellman			350,000	1,082,710	771,973	0	0	0	0	0	0	771,973
	Construct a Traffic Signal at the Intersection of 6th and Utica			363,000	595,946	424,910	0	0	0	0	0	0	424,910
						7,224,872	0	0	0	0	0	2,101,499	9,326,371

ATTACHMENT A

CAPITAL PROJECT NEEDS ANALYSIS
VALLEY ARTERIAL SUB-PROGRAM - FY2022/2023 to FY2026/2027

Jurisdiction	Project	DEV LOAN?	5-YR Advance	Nexus Project Cost	Current Cost Estimate	MI Prior	MI FY 22/23	MI FY 23/24	MI FY 24/25	MI FY 25/26	MI FY 26/27	MI Future	MI Total
Redlands	Construct a Traffic Signal at the Intersection of Ford St and I-10 WB			442,000	442,000	0	0	0	163,028	176,870	0	0	339,898
	Construct a Traffic Signal at the Intersection of Ford St and I-10			442,000	442,000	0	0	0	163,028	176,870	0	0	339,898
	Intersection Improvements at University and Colton			500,000	500,000	0	115,350	269,150	0	0	0	0	384,500
	Construct a Traffic Signal at the Intersection of Wabash Ave and Citrus Ave			442,000	500,000	0	0	115,350	269,150	0	0	0	384,500
	Construct a Traffic Signal at the Intersection of Dearborn St and Citrus Ave			442,000	442,000	0	115,350	269,150	0	0	0	0	384,500
	Widen San Bernardino Ave from Church St to Wabash Ave from 2 to 4 lanes			3,565,000	3,565,000	0	0	0	0	76,900	416,567	0	493,467
	Widening Pioneer Ave from Furlow Dr to Texas St from 2 to 4 lanes (to be added)			1,500,000	1,500,000	0	0	0	115,350	173,025	115,350	0	403,725
						0	230,700	653,650	710,556	603,665	531,917	0	2,730,488
Rialto	Construct Pepper Ave from N. Terminus to Highland Ave to 4 lanes			14,882,000		8,878,008	0	0	0	0	0	0	8,878,008
	Widen Riverside Ave from Gateway Plaza to San Bernardino Ave from 4 to 6 lanes			1,233,000		2,825,497	0	0	0	0	0	0	2,825,497
	Construct a Traffic Signal at the Intersection of Riverside and Linden with intersection improvements			649,000		524,958	0	0	0	0	0	0	524,958
	Widen Alder Ave from Baseline Rd to Renaissance Pkwy from 2 to 4 lanes			4,600,000		6,429,792	0	0	0	0	0	0	6,429,792
	Widen Ayala Dr from Baseline Rd to Renaissance Pkwy from 2 to 4 lanes			3,200,000		4,094,901	0	0	0	0	0	0	4,094,901
	Widen Cactus Av from Valley Bl to Foothill Bl from 3 to 4 lanes			1,775,733		481,229	0	0	0	0	0	0	481,229
	Widen Randall Ave from West City Limits to Riverside Ave from 2 to 4 lanes			4,413,000		2,777,700	0	0	0	0	0	0	2,777,700
						26,012,085	0	0	0	0	0	0	26,012,085
San Bernardino, City of	Reconstruct Mt Vernon Bridge to 4 lanes (local match)		Yes	16,058,000	225,833,194	2,637,391	4,209,584	2,000,000	0	0	0	0	8,846,975
	Widen "H" St from Kendall Dr to 40th St from 2 to 4 lanes		Yes	1,237,753	993,700	350,641	0	0	0	0	0	0	350,641
	Widen State Street from 16th St to Foothill Blvd from 0 to 4 lanes		Yes	44,000,000	6,759,500	292,062	2,422,110	0	0	0	0	0	2,714,172
	Widen 5th St from Sterling to Victoria from 2 to 6 lanes		Yes	879,289	11,382,000	0	0	0	0	0	0	0	0
	Widen 40th St from Acre Ln to Electric Ave from 2 to 4 lanes		Yes	3,975,121	3,971,000	1,144,089	1,275,000	0	0	0	0	0	2,419,089
						4,424,183	7,906,694	2,000,000	0	0	0	0	14,330,877

ATTACHMENT A

CAPITAL PROJECT NEEDS ANALYSIS
VALLEY ARTERIAL SUB-PROGRAM - FY2022/2023 to FY2026/2027

Jurisdiction	Project	DEV LOAN?	5-YR Advance	Nexus Project Cost	Current Cost Estimate	MI Prior	MI FY 22/23	MI FY 23/24	MI FY 24/25	MI FY 25/26	MI FY 26/27	MI Future	MI Total
Upland	Widen Arrow Hwy from County Line to Central Ave from 2 to 4 lanes			2,874,000		0	0	0	0	0	0	0	0
	Widen Foothill Blvd from County Line to Central Ave from 2 to 6 lanes			5,900,000		432,543	0	0	0	0	0	0	432,543
	I-10 & Monte Vista Ave - term loan fully drawn	Yes	Yes	139,000	33,144,900	0	0	0	0	0	0	0	0
	I-10 & Euclid Ave - term loan fully drawn	Yes	Yes	940,000	8,974,000	0	0	0	0	0	0	0	0
						432,543	0	0	0	0	0	0	432,543
Yucaipa	Widen 5th St from Yucaipa Bl to County Line Rd from 2 to 4 lanes		Yes	6,597,000	1,320,000	947,000	0	0	0	0	0	0	947,000
	Widen Ave E from 14th St to Bryant St from 2 lanes to 4 lanes		Yes	22,076,000	8,229,000	5,043,000	0	0	0	250,000	250,000	0	5,543,000
	Widen Calimesa Bl from Oak Glen Rd to County Line Rd from 2 to 4 lanes.		Yes	3,933,000	2,428,000	1,740,000	0	0	0	0	0	0	1,740,000
	Widen County Line Rd from I-10 to Calimesa Blvd from 2 to 4 lanes		Yes	14,900,000	7,216,000	4,330,000	0	0	0	0	0	0	4,330,000
	Widen Yucaipa Bl from I-10 to 15th St from 4 to 6 lanes		Yes	16,575,000	11,933,000	6,703,000	0	0	0	300,000	300,000	0	7,303,000
						18,763,000	0	0	0	550,000	550,000	0	19,863,000
Total						\$ 84,909,984	\$ 28,483,230	\$ 12,402,150	\$ 14,915,809	\$ 8,352,960	\$ 5,933,781	\$ 8,116,081	\$ 163,113,995

ATTACHMENT B

**Measure I Valley Major Street/Arterial Sub-Program
Summary of Allocations, Balances & Future Need**

Jurisdiction	SHARES	ALLOCATIONS	BALANCES		SPECIAL ARRANGEMENTS		CPNA			
	Current Equitable Share*	FY10/11 thru FY22/23	Reimbursements FY10/11 thru 5/16/22	Allocation Balance	Approved Advances @ 5/16/22	Term Loan Collateral @ 5/16/22	Balance PLUS Anticipated Revenue FY23/24 thru FY26/27	Balance of Equitable Share Due in FY26/27	Total "Needs" from CPNA FY22/23 thru FY26/27 (incl loan collateral)	Total "Needs" thru FY26/27 when limited by 5-yr rule thru FY31/32
Chino	7.591%	\$15,855,529	\$298,946	\$15,556,583	\$10,500,000		\$24,601,971	\$1,178,340	\$22,728,112	\$22,728,112
Chino Hills	2.194%	\$3,043,718	\$0	\$3,043,718			\$3,043,718	-\$3,496,977	\$3,043,718	\$3,043,718
Colton	2.534%	\$5,659,632	\$387,519	\$5,272,114			\$8,436,519	\$686,069	\$4,769,050	\$4,769,050
Fontana	19.400%	\$34,015,223	\$7,078,632	\$26,936,591			\$43,097,636	-\$12,296,491	\$24,132,934	\$24,132,934
Grand Terrace	1.389%	\$3,102,301	\$151,462	\$2,950,839			\$4,685,393	\$376,065	\$1,911,180	\$1,911,180
Highland	6.777%	\$15,081,238	\$4,290,669	\$10,790,569		\$5,391,695	\$19,231,798	\$1,790,916	\$10,981,695	\$10,981,695
Loma Linda	4.074%	\$9,099,188	\$2,591,019	\$6,508,170			\$11,595,694	\$1,103,016	\$2,922,441	\$2,922,441
Montclair	0.597%	\$1,333,386	\$1,913,734	-\$580,349	\$1,033,100	\$452,751	\$165,172	\$161,635	\$452,751	\$452,751
Ontario	12.272%	\$27,409,239	\$16,326,701	\$11,082,538	\$6,383,764	\$213,466	\$26,407,549	\$3,322,587	\$13,393,831	\$13,393,831
Rancho Cucamonga	5.044%	\$9,177,934	\$5,429,607	\$3,748,327			\$8,558,150	-\$1,829,197	\$9,326,371	\$9,326,371
Redlands	4.854%	\$10,841,301	\$2,112,512	\$8,728,789			\$14,790,360	\$1,314,198	\$2,730,488	\$2,730,488
Rialto	3.831%	\$8,146,197	\$4,411,246	\$3,734,951			\$8,356,947	\$709,825	\$26,012,085	\$14,733,571
San Bernardino	7.857%	\$17,548,434	\$8,381,133	\$9,167,301	\$12,000,000		\$18,978,955	\$2,127,246	\$14,330,877	\$14,330,877
Upland	2.743%	\$6,126,429	\$3,799,396	\$2,327,033	\$2,029,872		\$5,752,433	\$742,654	\$432,543	\$432,543
Yucaipa	5.965%	\$12,080,227	\$12,243,735	-\$163,509	\$6,000,000		\$6,794,608	\$623,455	\$19,863,000	\$16,241,467
County	12.878%	\$28,762,726	\$6,039,970	\$22,722,756			\$38,804,528	\$3,486,658	\$6,082,920	\$6,082,920
Arterial Allocation	100.000%	\$207,282,702	\$75,456,282	\$131,826,420	\$37,946,736	\$6,057,911	\$243,301,431	\$0	\$163,113,995	\$148,213,949

Additional Information

BOARD OF DIRECTORS METRO VALLEY STUDY SESSION ATTENDANCE - 2022
VALLEY BOARD MEMBER ATTENDANCE

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Eunice Ulloa City of Chino		X	X									
Ray Marquez City of Chino Hills		X	X	X								
Frank Navarro City of Colton		X	X	X	X							
Aquanetta Warren City of Fontana		X	X									
Darcy McNaboe City of Grand Terrace		X	X	X	X							
Larry McCallon City of Highland		X	X	X	X							
Rhodes 'Dusty' Rigsby City of Loma Linda		X	X									
John Dutrey City of Montclair		X	X	X	X							
Alan Wapner City of Ontario		X	X	X	X							
L. Dennis Michael City of Rancho Cucamonga		X		X								
Paul Barich City of Redlands			X									
Deborah Robertson City of Rialto		X										
John Valdivia City of San Bernardino			X	X	X							
Carlos Garcia City of Upland												
David Avila City of Yucaipa		X	X	X	X							
Curt Hagman Board of Supervisors				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 – 2022

VALLEY BOARD MEMBER ATTENDANCE (Cont.)

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

MOUNTAIN/DESERT BOARD MEMBER ATTENDANCE

Daniel Ramos City of Adelanto												
Art Bishop Town of Apple Valley		X		X	X							
Paul Courtney City of Barstow												
Rick Herrick City of Big Bear Lake												
Rebekah Swanson City of Hesperia												
Edward Paget City of Needles												
Joel Klink City of Twentynine Palms												
Debra Jones City of Victorville												
Rick Denison Town of Yucca Valley		X	X	X	X							
Paul Cook Board of Supervisors		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.
 MVSSatt22 Shaded box = No meeting

Communication: Attendance (Additional Information)

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 st 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