

AGENDA

Board of Directors Metro Valley Study Session

May 12, 2022

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

Location

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

Board of Directors

Valley Representatives

Study Session Chair

Dawn Rowe, Supervisor
Third District

Study Session Vice-Chair

John Valdivia, Mayor
City of San Bernardino

Eunice Ulloa, Mayor
City of Chino

Ray Marquez, 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

**May 12, 2022
9:30 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. 15

Receive and file Change Order Report.

Presenter: Henry Stultz

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

DISCUSSION ITEMS

Discussion - Project Delivery

3. Cooperative Agreement with the California Department of Transportation for the Interstate 10 Eastbound Truck Climbing Lane Project

Pg. 26

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:

Authorize the Executive Director, or his designee, to finalize and execute Cooperative Agreement No. 22-1002782 with the California Department of Transportation (Caltrans) substantially in the form of the accompanying draft, subject to SBCTA General Counsel's final approval as to form, for the construction phase of the Interstate 10 Eastbound Truck Climbing Lane Project (Project), which specifies roles, responsibilities, and funding between the two agencies, including specifying SBCTA as the implementing agency for construction and responsible for locally funding the Project costs, and the payable not-to-exceed amount of \$50,000 to Caltrans for providing Department Furnished Materials as needed.

Presenter: Khalid Bazmi

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 cooperative agreement.

4. Award of Construction Management Services Contract for the Interstate 10 Eastbound Truck Climbing Lane Project

Pg. 57

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. 22-1002731 with Dynamic Engineering Services, Inc., for Construction Management Services for the Interstate 10 Eastbound Truck Climbing Lane Project in an amount not-to-exceed \$3,488,221.98 and a contract term through May 1, 2026.

Agenda Item 4 (cont.)

B. Approve a contingency in the amount of \$523,000, for Construction Management Services Contract No. 22-1002731, to be released in accordance with SBCTA Procurement and Special Risk Assessment Policy No. 11000, VIII.B.6.

Presenter: Khalid Bazmi

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

5. Amendment No. 5 to Contract No. C14045 with AECOM Technical Services, Inc., for Professional Services for the State Route 60 Central Avenue Interchange Project Pg. 137

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 Contract No. C14045 (15-1001251) with AECOM Technical Services, Inc. (AECOM), for Professional Services on the State Route 60 Central Avenue Interchange Project, to increase the contract total for additional construction support in the amount of \$95,000, for a revised total contract amount of \$2,948,580.01.

B. Approve an exception to the Procurement and Special Risk Assessment Policy No. 11000 and extend the termination date of Professional Services Contract No. C14045 (15-1001251) with AECOM to December 31, 2023, which is beyond the five-year maximum term by approximately three years and eight months.

Presenter: Kristi Harris

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

6. Interstate 215 University Parkway Interchange Project - Amendments to the Cooperative Agreements and Design Services Contract Pg. 144

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

A. Approve Amendment No. 1 to Cooperative Agreement No. 19-1002205 with the City of San Bernardino for the Interstate 215 (I-215) University Parkway Interchange Project and increase the total project cost by \$2,509,100, consisting of an additional receivable amount from the City of San Bernardino of \$396,437 and additional Measure I Interchange Program Funds of \$2,112,663.

B. Approve Amendment No. 1 to Agreement No. 20-1002271 with HDR Engineering, Inc., for the Detailed Design phase of the I-215 University Parkway Interchange Project, increasing contract amount by \$400,000 for a new not-to-exceed contract amount of \$1,123,412.69 and a revised termination date of July 1, 2025.

C. Approve an exception to the Procurement and Special Risk Assessment Policy No. 11000 and extend the termination date of the Design and Environmental Services Contract No. 20-1002271 with HDR Engineering, Inc., to July 1, 2025, which is one (1) year beyond the five (5) year maximum term under Policy No. 11000.

Agenda Item 6 (cont.)

D. Authorize the Executive Director, or his designee, to execute Amendment No. 2 to Cooperative Agreement No. 16-1001479 with the California Department of Transportation, upon General Counsel's final approval as to form, for the Project Approval and Environmental Document, the Plans, Specifications, and Estimates, and Right-of-Way phases for the I-215 University Parkway Interchange Project to reflect the current cost and funding plan.

Presenter: Dennis Saylor

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

7. Preview of the Hearing to Consider Resolutions of Necessity for Property Interests for the Mt. Vernon Viaduct Project Pg. 164

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 Mount Vernon Viaduct Project in the City of San Bernardino.

B. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-099, authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring interests in real property owned by Labsuirs Real Estate, dba Empire Car Wash (Assessor's Parcel Number [APN] 0138-251-08 and 0138-251-09). The resolution must be approved by at least a two-thirds majority; and

C. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-100 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring interests in real property owned by Alex Meruelo Living Trust (APN 0138-291-02, 0138-291-03, 0138-291-04, 0138-291-05 and 0138-291-19). 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 the Resolution of Necessity No. 22-101 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring interests in real property owned by Arturo and Carmen Guzman, dba Quick Stop Tires and Wheels (APN 0138-263-40). The resolution must be approved by at least a two-thirds majority.

Presenter: Dennis Saylor

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 of Necessity.

Public Comment

Brief Comments from the General Public

Comments from Board Members

Brief Comments from Board Members

ADJOURNMENT

Additional Information

Attendance

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Acronym List

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Mission Statement

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The next Metro Valley Study Session is scheduled for June 9, 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: May 12, 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

Board of Directors Metro Valley Study Session Agenda Item

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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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Board of Directors Metro Valley Study Session Agenda Item

May 12, 2022

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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.
3	22-1002782	California Department of Transportation	None
4	22-1002731	Dynamic Engineering Services, Inc <i>Chia-Chi Wang, P.E., PMP, QSD</i>	David Evens & Associates, Inc. SYRUSA Engineering, Inc. Twining, Inc. ZT Consulting Group, Inc.
5	C14045 (15-1001251-05)	AECOM Technical Services, Inc. <i>Chuck Tran</i>	Arellano Associates Diaz Yourman & Associates ICF International Lin Consulting Overland Pacific & Cutler Psomas
6	19-1002205-01	City of San Bernardino	None
	20-1002271-01	HDR Engineering, Inc. <i>Tom Kim</i>	Applied Earthworks Arellano Associates, LLC Wagner Engineering & Surveys
	16-1001479-02	California Department of Transportation	None

Board of Directors Metro Valley Study Session Agenda Item

May 12, 2022

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7	APN 0138-251-08 and 0138-251-09	Labsuirs Real Estate, dba Empire Car Wash	None
	APN 0138-291-02, 0138-291-03, 0138-291-04, 0138-291-05 and 0138-291-19	Alex Meruelo Living Trust	None
	APN 0138-263-40	Arturo and Carmen Guzman, dba Quick Stop Tires and Wheels	None

Financial Impact:

This item has no direct impact on the budget.

Reviewed By:

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

Responsible Staff:

Henry Stultz, Director of Project Delivery

Approved
Board of Directors Metro Valley Study Session
Date: May 12, 2022
Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 2

Date: May 12, 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 April 14, 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. 34, (\$207,906 increase for profile correction at Victoria Avenue), and CCO No. 57, (\$19,197 increase for joint seal assembly quantity increase).

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. 62 (\$98,500 increase for additional SHOPP paving for Archibald ramp pavement rehab), and CCO No. 63 (\$752,000 increase for additional work for MWD encasement extension).

C. Contract No. 20-1002290 with SEMA Construction, Inc., for the I-10 University Street Improvement Project: CCO No. 4 (\$17,096.27 increase for tree removals), CCO No. 7 (\$229,391.13 increase for WB on-ramp modification), and CCO No. 16 (\$61,564 increase for water meter revisions).

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: May 12, 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 (8590 : Construction Contract Change Orders MVSS2205)

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

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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Attachment: CCO Log (8590 : Construction Contract Change Orders MVSS2205)

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
CCO TOTAL		\$ 3,373,291.37
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		\$130,590.00

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SUPPLEMENTAL

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

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16 S-1	Additional Funds	\$50,000.00
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

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4 S-4	Executed Utility Agreements	\$0.00
4 S-5	Executed Utility Agreements	\$0.00
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

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52	Property Commitment at 1325 Fresno Street – Criner Property	\$41,000.00
53	Reflective Traffic Signal Backplates	\$120,000.00
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
CCO TOTAL		\$9,710,565.48
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

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15 S-2	Revised Bid Item Quantities	\$34,801.30
16	Drainage System 14 Modifications	\$10,270.00
17	Removal of 31 Concrete Headwalls and Wingwalls	\$52,583.75
18	Drainage System 7 Modifications	\$31,356.00
19	Adjust Manholes to Grade	\$10,000.00
19 S-1	Additional Funds	\$5,000.00
20	Additional HMA Paving for Revised Staging	\$127,670.90
21	Modified Drainage System Opening on Retaining Wall 794	\$4,103.35
22	Revisions at North of Mojave Drive Intersection	\$150,000.00
22 S-1	Revisions at North of Mojave Drive Intersection	\$150,000.00
23	Revised Pile Cap Concrete Requirement for Sound Wall 875	\$217,665.25
25	Added curb on the Southeast Corner of Air Base Road	\$2,040.00
26	Electrical Design Changes at the Air Base Road Intersection	\$43,363.00
27	Added Hydroseed	\$35,324.00
28	Added MGS per Safety Commission	\$50,000.00
29	Additional Pavement Markings and Striping	\$50,000.00
29 S-1	Additional Funds	\$7,000.00
30	Revised Joshua Wash Bridge Wingwalls	\$50,000.00
31	Payment Adjustment for Gravel Bag Quantities	\$40,138.32
32	Additional Safety Commission Revisions	\$45,000.00
33	Installation and Testing of Additional Electronic Ball Markers	\$8,569.95
34	Stage 4 Temporary Striping	\$73,706.00
35	Seneca Interchange Revisions	\$108,331.64
CCO TOTAL		\$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
CCO TOTAL		\$450,917.83
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

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Minute Action

AGENDA ITEM: 3

Date: May 12, 2022

Subject:

Cooperative Agreement with the California Department of Transportation for the Interstate 10 Eastbound Truck Climbing Lane 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 (SBCTA), at a regularly scheduled Board meeting:

Authorize the Executive Director, or his designee, to finalize and execute Cooperative Agreement No. 22-1002782 with the California Department of Transportation (Caltrans) substantially in the form of the accompanying draft, subject to SBCTA General Counsel's final approval as to form, for the construction phase of the Interstate 10 Eastbound Truck Climbing Lane Project (Project), which specifies roles, responsibilities, and funding between the two agencies, including specifying SBCTA as the implementing agency for construction and responsible for locally funding the Project costs, and the payable not-to-exceed amount of \$50,000 to Caltrans for providing Department Furnished Materials as needed.

Background:

The Interstate 10 (I-10) Eastbound Truck Climbing Lane Project (Project) will improve traffic operations along an approximately three-mile freeway segment by adding a truck lane along the eastbound direction of I-10. The Project starts at 16th Street in the City of Yucaipa and will terminate around County Line Road in the City of Calimesa. The Project will add a new eastbound freeway lane adjacent to the median, pave the median, add concrete median barriers, convert the existing outside eastbound freeway lane to a truck-climbing lane, and widen the Oak Glen Creek Bridge. The construction of the Project will be funded with State Trade Corridor Enhancement Program (TCEP) funds and Measure I funds.

In April 2021, San Bernardino County Transportation Authority's (SBCTA) design consultants began the final design efforts for the Project. In February 2022, the California Department of Transportation (Caltrans), who is providing oversight review on the plans and specifications, reviewed and commented on the 95% Plans, Specifications, and Estimates (PS&E) package. With the review completed, preparation of the 100% PS&E package is underway. In anticipation of design approval in the next few months, SBCTA and Caltrans staff are proceeding with the review and execution of the cooperative agreement for the construction phase of the Project. Cooperative Agreement No. 22-1002782 defines the roles and responsibilities of each agency with regards to the construction of the Project and provides a summary of Project funding. Under this cooperative agreement, SBCTA will advertise, award, and administer (AAA) the construction contract while Caltrans will provide oversight review, inspections and may provide some specific Department Furnished Materials needed for the Project, up to a maximum cost of \$50,000, reimbursed by SBCTA. This agreement is also needed to request allocation of approximately \$24 million of State TCEP funding this summer.

This item and an initial version of Cooperative Agreement No. 22-1002782 was presented and approved unanimously, at the April 14, 2022 Metro Valley Study Session meeting. During the Entity: San Bernardino County Transportation Authority

Board of Directors Metro Valley Study Session Agenda Item

May 12, 2022

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week of April 18, 2022, Caltrans staff indicated that a new section titled, Road Repair and Accountability Act of 2017, needed to be added to the agreement as it addresses reporting requirements for the \$24 million of State TCEP funds that were programmed for the Project. The updated agreement now includes the new section related to TCEP reporting, other minor clarifications and format changes, and is being brought back for Board approval.

Staff is recommending approval of Cooperative Agreement No. 22-1002782, in order to allow the Project to proceed to the construction phase.

Financial Impact:

This item is consistent with the Fiscal Year 2021/2022 Budget under Task 0820 (Freeway Projects), Subtask 0854 (I-10 EB TCL).

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 cooperative agreement.

Responsible Staff:

Khalid Bazmi, Construction Manager

Approved
Board of Directors Metro Valley Study Session
Date: May 12, 2022

Witnessed By:

San Bernardino County Transportation Authority

Contract Summary Sheet

3.a

General Contract Information

Contract No: 22-1002782 Amendment No.: _____

Contract Class: Payable Department: Project Delivery

Vendor No.: 00450 Vendor Name: California Department of Transportation

Description: I-10 Eastbound Truck Climbing Lane Project Construction Cooperative Agreement

List Any Related Contract Nos.: _____

Dollar Amount							
Original Contract		\$	50,000.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	50,000.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	50,000.0

Contract Authorization

Board of Directors _____ Date: 6/1/2022 _____ Committee _____ Item # _____

Contract Management (Internal Purposes Only)

Other Contracts _____ Sole Source? N/A _____ No Budget Adjustment _____

Local _____ Construction _____ N/A _____

Accounts Payable

Estimated Start Date: 6/1/2022 Expiration Date: 12/31/2039 Revised Expiration Date: _____

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

							Total Contract Funding:		Total Contingency:	
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$		\$
GL	4110	40	0820	0854	53701	41100000	650	MSI	50,000.00	-
GL								50,000.00	-	-
GL								-	-	-
GL								-	-	-
GL								-	-	-
GL								-	-	-
GL								-	-	-
GL								-	-	-
GL								-	-	-
GL								-	-	-

Paul Melocoton

Project Manager (Print Name)

Henry Stultz

Task Manager (Print Name)

Additional Notes:

Attachment: CSS 22-1002782 [Revision 1] (8571 : I-10 EB TCL Caltrans Construction Cooperative Agreement)

Project No. 0815000050

EA 1F760

08-SBD-010-36.4-39.16

08-RIV-010-0-0.2

SBCTA Agreement No. 22-1002782

COOPERATIVE AGREEMENT COVER SHEET

Work Description

CONSTRUCTION OF AN APPROXIMATELY 3-MILE LONG TRUCK CLIMBING LANE ON I-10 EB FROM 16TH STREET IN THE CITY OF YUCAIPA TO THE COUNTY LINE ROAD IN THE CITY OF CALIMESA.

Contact Information

CALTRANS

Fereshteh Fard, Project Manager

464 West 4th Street

San Bernardino, CA 92401

Office Phone: (909) 501-9167

Email: ferry.fard@dot.ca.gov

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Paul Melocoton, Project Manager

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Project No. 0815000050

SBCTA Agreement No. 22-1002782

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COOPERATIVE AGREEMENT (DRAFT)

This AGREEMENT, executed on and effective from _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

San Bernardino County Transportation Authority, a public entity, referred to hereinafter as SBCTA.

An individual signatory agency in this AGREEMENT is referred to as a PARTY. Collectively, the signatory agencies in this AGREEMENT are referred to as PARTIES.

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System per the California Streets and Highways Code, Sections 114 and 130.
2. For the purpose of this AGREEMENT, *Construction of an approximately 3-mile long truck climbing lane on I-10 EB from 16th Street in the City of Yucaipa to the County Line Road in the City of Calimesa.* will be referred to hereinafter as PROJECT. The PROJECT scope of work is defined in the project initiation and approval documents (e.g. Project Study Report, Design Engineering Evaluation Report, or Project Report).
3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENT will be referred to hereinafter as WORK:
 - CONSTRUCTION

Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.

4. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

PARTIES intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT will preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.

Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

PARTIES agree to sign a CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.

5. The following work associated with this PROJECT has been completed or is in progress:
 - CALTRANS approved the Mitigated Negative Declaration on November 10, 2020.
 - CALTRANS approved the Finding of No Significant Impact on November 10, 2020.
 - SBCTA is completing the R/W Certification. (Cooperative Agreement No. 1724).
 - SBCTA is completing the Plans, Specifications and Estimate. (Cooperative Agreement No. 1724).
6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.
7. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

RESPONSIBILITIES

Sponsorship

8. A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for securing additional funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds obligated in this AGREEMENT.

PROJECT changes, as described in the CALTRANS Project Development Procedures Manual, will be approved by CALTRANS as the owner/operator of the State Highway System.

9. SBCTA is the SPONSOR for the WORK in this AGREEMENT.

Implementing Agency

10. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.

- SBCTA is the CONSTRUCTION IMPLEMENTING AGENCY.

CONSTRUCTION includes construction contract administration, surveying/staking, inspection, quality assurance, and assuring regulatory compliance. The CONSTRUCTION component budget identifies the capital costs of the construction contract/furnished materials (CONSTRUCTION CAPITAL) and the cost of the staff work in support of the construction contract administration (CONSTRUCTION SUPPORT).

11. SBCTA will provide a Quality Management Plan (QMP) for the WORK in every PROJECT COMPONENT that they are the IMPLEMENTING AGENCY of. The QMP describes the IMPLEMENTING AGENCY's quality policy and how it will be used. The QMP will include a process for resolving disputes between the PARTIES at the team level. The QMP is subject to CALTRANS review and approval.
12. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.

Funding

13. Funding sources, PARTIES committing funds, funding amounts, and invoicing/payment details are documented in the Funding Summary section of this AGREEMENT.

PARTIES will amend this AGREEMENT by updating and replacing the Funding Summary, in its entirety, each time the funding details change. Funding Summary replacements will be executed by a legally authorized representative of the respective PARTIES. The most current fully executed Funding Summary supersedes any previous Funding Summary created for this AGREEMENT.

14. PARTIES will not be reimbursed for costs beyond the funds obligated in this AGREEMENT.

If an IMPLEMENTING AGENCY anticipates that funding for the WORK will be insufficient to complete the WORK, the IMPLEMENTING AGENCY will promptly notify the SPONSOR.

15. Unless otherwise documented in the Funding Summary, overall liability for project costs within a PROJECT COMPONENT will be in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
16. Unless otherwise documented in the Funding Summary, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
17. WORK costs, except those that are specifically excluded in this AGREEMENT, are to be paid from the funds obligated in the Funding Summary. Costs that are specifically excluded from the funds obligated in this AGREEMENT are to be paid by the PARTY incurring the costs from funds that are independent of this AGREEMENT.

CALTRANS' Quality Management

18. CALTRANS, as the owner/operator of the State Highway System (SHS), will perform quality management work including Quality Management Assessment (QMA) and owner/operator approvals for the portions of WORK within the existing and proposed SHS right-of-way.
19. CALTRANS' Quality Management Assessment (QMA) efforts are to ensure that SBCTA's quality assurance results in WORK that is in accordance with the applicable standards and the PROJECT's quality management plan (QMP). QMA does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking WORK.

When CALTRANS performs QMA, it does so for its own benefit. No one can assign liability to CALTRANS due to its QMA.

20. CALTRANS, as the owner/operator of the State Highway System, will approve WORK products in accordance with CALTRANS policies and guidance and as indicated in this AGREEMENT.
21. SBCTA will provide WORK-related products and supporting documentation upon CALTRANS' request for the purpose of CALTRANS' quality management work.

CEQA/NEPA Lead Agency

22. CALTRANS is the CEQA Lead Agency for the PROJECT.
23. CALTRANS is the NEPA Lead Agency for the PROJECT.

Environmental Permits, Approvals and Agreements

24. PARTIES will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTY's responsibilities in this AGREEMENT.
25. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.
26. The PROJECT requires the following environmental permits/approvals:

ENVIRONMENTAL PERMITS/REQUIREMENTS	
404, US Army Corps Of Engineers	
401, Regional Water Quality Control Board	
National Pollutant Discharge Elimination System (NPDES), State Water Resources Control Board	
1602, CA Department of Fish and Wildlife	

CONSTRUCTION

27. As the CONSTRUCTION IMPLEMENTING AGENCY, SBCTA is responsible for all CONSTRUCTION WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.
28. CALTRANS will be responsible for completing the following CONSTRUCTION SUPPORT activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)	AGREEMENT Funded Cost
100.20.10.xx Quality Management	No

29. Physical and legal possession of the right-of-way must be completed prior to advertising the construction contract, unless PARTIES mutually agree to other arrangements in writing.
30. Right-of-way conveyances must be completed prior to WORK completion, unless PARTIES mutually agree to other arrangements in writing.
31. CALTRANS will not issue an encroachment permit to SBCTA for construction work until the following conditions are met:
- CALTRANS accepts the final plans, specifications, and estimate
 - CALTRANS accepts the Right-of-Way Certification
 - Any new or amended maintenance agreements required for the WORK are executed.
 - Any new or amended Freeway Agreement required for the WORK are executed.
32. SBCTA will require the construction contractor to furnish payment and performance bonds naming SBCTA as obligee, and CALTRANS as additional obligee, and to carry liability insurance in accordance with CALTRANS Standard Specifications.

33. SBCTA will advertise, open bids, award, and approve the construction contract in accordance with the California Public Contract Code and the California Labor Code. By accepting responsibility to advertise and award the construction contract, SBCTA also accepts responsibility to administer the construction contract.
34. If the lowest responsible construction contract bid is greater than the funding commitment to CONSTRUCTION CAPITAL, PARTIES must agree in writing on a course of action within fifteen (15) working days. If no agreement is reached within fifteen (15) work days the IMPLEMENTING AGENCY will not award the construction contract.
35. CALTRANS will not issue an encroachment permit to SBCTA's construction contractor until CALTRANS accepts:
- The payment and performance bonds
 - The CONSTRUCTION Quality Management Plan
36. The CONSTRUCTION Quality Management Plan (QMP) will describe how construction material verification and workmanship inspections will be performed at manufacturing sources and the PROJECT job-site. The construction material and Source Inspection QMP (SIQMP) are subject to review and approval by the State Materials Engineer.
37. The CONSTRUCTION Quality Management Plan will address the radiation safety requirements of the California Code of Regulations 17 CCR § 30346 when the work requires Gamma-Gamma Logging acceptance testing for Cast in Drilled Hole (CIDH) pile or whenever else it is applicable. In accordance with these regulations SBCTA, as the "well operator", will have a written agreement with any consultant or external entity performing these tests.
38. SBCTA will provide a Resident Engineer and CONSTRUCTION SUPPORT staff that are independent of the construction contractor. The Resident Engineer will be a Civil Engineer, licensed in the State of California, who is responsible for construction contract administration activities.

39. SBCTA will implement changes to the construction contract through Change Orders. PARTIES will review and concur on all Change Orders over \$25,000.
40. CALTRANS will review and concur with:
- Change Orders affecting public safety, public convenience, protected environmental resources, the preservation of property, all design and specification changes, and all major changes as defined in the CALTRANS Construction Manual. These Change Orders must receive written concurrence by CALTRANS prior to implementation.
 - The Stormwater Pollution Prevention Plan (SWPPP) or the Water Pollution Control Plan (WPCP).
41. SBCTA will administer and process all construction contract claims pursuant to the requirements set forth under Public Contract Code, Section 9204. In addition, all public works claims of \$375,000 or less shall be resolved in accordance with Public Contract Code Section 20104, et seq. and other applicable laws.
42. SBCTA is designated as the Legally Responsible Person pursuant to the Construction General Permit, State Water Resources Control Board (SWRCB) Order Number 2009-0009-DWQ, as defined in Appendix 5, Glossary, and assumes all roles and responsibilities assigned to the Legally Responsible Person as mandated by the Construction General Permit. SBCTA is required to comply with the CALTRANS MS4 National Pollutant Discharge Elimination System (NPDES) permit for all work within the State Highway System.
43. SBCTA will submit a written request to CALTRANS for any Department Furnished Materials (DFM) identified in the PROJECT plans, specifications, and estimate a minimum of forty-five (45) working days prior to the construction start of work. SBCTA will submit a written request to CALTRANS for any additional DFM deemed necessary during the PROJECT construction.

CALTRANS will make the DFM available at a CALTRANS-designated location.

44. As the CONSTRUCTION IMPLEMENTING AGENCY, SBCTA is responsible for maintenance of the State Highway System (SHS) within the PROJECT limits as part of the construction contract until the following conditions are met:

- Any required maintenance agreements are executed for the portions of SHS for which relief of maintenance is to be granted.
- CALTRANS approves a request from SBCTA for relief from maintenance of the PROJECT or a portion thereof.

45. Upon WORK completion, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the State Highway System (SHS) within SHS right-of-way as part of WORK become the property of CALTRANS.

CALTRANS will not accept ownership or title to any materials or equipment constructed or installed outside SHS right-of-way.

46. Within one hundred eighty (180) calendar days following the completion and acceptance of the PROJECT construction contract, SBCTA will furnish CALTRANS with a complete set of “As-Built” plans and Change Orders, including any changes authorized by CALTRANS, using an approved transfer mechanism, such as a CD ROM, flash drive, Filr. The submitted digital files must be completed in accordance with Caltrans specifications, policies, and manuals, including requirements in Sections 2 and 3, of Chapter 17 in the Project Development Procedures Manual, then current CADD User’s Manual (Section 4.3), Plans Preparation Manual, and CALTRANS practice. The plans will have the Resident Engineer’s name, contract number, and construction contract acceptance date printed on each plan sheet, and with the Resident Engineer’s signature only on the title sheet. The As-Built plans will be in Microstation DGN format, version 8.0. When applicable, the digital submittal must also include high accuracy locating and underground facilities data. In addition, SBCTA will provide one set of As-Built plans and addenda in TIFF format.

The submittal must also include all CALTRANS requested contract records, and land survey documents. The land survey documents include monument preservation documents and records of surveys prepared to satisfy the requirements of the California Land Surveyors Act (Business and Professions Code, Sections 8700 – 8805). Copies of survey documents and Records of Surveys filed in accordance with Business & Professions Code, Sections 8762 and 8771, will contain the filing information provided by the county in which filed.

Schedule

47. PARTIES will manage the WORK schedule to ensure the timely use of obligated funds and to ensure compliance with any environmental permits, right-of-way agreements, construction contracts, and any other commitments. PARTIES will communicate schedule risks or changes as soon as they are identified and will actively manage and mitigate schedule risks.
48. The IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTIES with written monthly progress reports during the completion of the WORK.

Additional Provisions**Standards**

49. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; Federal Highway Administration (FHWA) standards; and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:
- CADD Users Manual
 - CALTRANS policies and directives
 - Plans Preparation Manual
 - Project Development Procedures Manual (PDPM)
 - Workplan Standards Guide
 - Construction Manual
 - Construction Manual Supplement for Local Agency Resident Engineers
 - Local Agency Structure Representative Guidelines

Noncompliant Work

50. CALTRANS retains the right to reject noncompliant WORK. SBCTA agrees to suspend WORK upon request by CALTRANS for the purpose of protecting public safety, preserving property rights, and ensuring that all WORK is in the best interest of the State Highway System.

Qualifications

51. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.

Consultant Selection

52. SBCTA will invite CALTRANS to participate in the selection of any consultants that participate in the WORK.

Encroachment Permits

53. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within State Highway System (SHS) right-of-way. SBCTA, their contractors, consultants, agents and utility owners will not work within the SHS right-of-way without an encroachment permit issued in their name. CALTRANS will provide encroachment permits to SBCTA, their contractors, consultants, and agents at no cost. CALTRANS will provide encroachment permits to utility owners at no cost. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT will prevail.
54. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

Protected Resources

55. If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection.

Disclosures

56. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code, Section 6254.5(e) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.

PARTIES will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the WORK without the written consent of the PARTY authorized to release them, unless required or authorized to do so by law.

57. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public records.

Hazardous Materials

58. HM-1 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, irrespective of whether it is disturbed by the PROJECT or not.

HM-2 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.

The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.

59. If HM-1 or HM-2 is found the discovering PARTY will immediately notify all other PARTIES.
60. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing State Highway System right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.
- CALTRANS will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the existing State Highway System right-of-way with funds that are independent of the funds obligated in this AGREEMENT.
61. If HM-1 is found within the PROJECT limits and outside the existing State Highway System right-of-way, responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. SBCTA, in concert with the local agency having land use jurisdiction, will ensure that HM-1 MANAGEMENT is undertaken with minimum impact to PROJECT schedule.

The cost of HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside the existing State Highway System right-of-way will be paid from funds that are independent of the funds obligated in this AGREEMENT and will be the responsibility of the owner(s) of the parcel(s) where the HM-1 is located.

62. The CONSTRUCTION IMPLEMENTING AGENCY is responsible for HM-2 MANAGEMENT within the PROJECT limits.

SBCTA and CALTRANS will comply with the Soil Management Agreement for Aerially Deposited Lead Contaminated Soils (Soil Management Agreement) executed between CALTRANS and the California Department of Toxic Substances Control (DTSC). Under Section 3.2 of the Soil Management Agreement, CALTRANS and SBCTA each retain joint and severable liability for noncompliance with the provisions of the Soil Management Agreement. SBCTA will assume all responsibilities assigned to CALTRANS in the Soil Management Agreement during PROJECT COMPONENTS for which they are the IMPLEMENTING AGENCY except for final placement and burial of soil within the State right-of-way, per Section 4.5 of the Soil Management Agreement, which is subject to CALTRANS concurrence and reporting to DTSC which will be performed by CALTRANS.

63. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.

Claims

64. Any PARTY that is responsible for completing WORK may accept, reject, compromise, settle, or litigate claims arising from the WORK without concurrence from the other PARTY.
65. PARTIES will confer on any claim that may affect the WORK or PARTIES' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.
66. If the WORK expends state or federal funds, each PARTY will comply with the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTIES will ensure that any for-profit consultant hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.

Accounting and Audits

67. PARTIES will maintain, and will ensure that any consultant hired by PARTIES to participate in WORK will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.
68. PARTIES will maintain and make available to each other all WORK-related documents, including financial data, during the term of this AGREEMENT.

PARTIES will retain all WORK-related records for three (3) years after the final voucher.

PARTIES will require that any consultants hired to participate in the WORK will comply with this Article.

69. PARTIES have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the State Auditor, FHWA (if the PROJECT utilizes federal funds), and SBCTA will have access to all WORK -related records of each PARTY, and any consultant hired by a PARTY to participate in WORK, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. The auditing PARTY will be permitted to make copies of any WORK-related records needed for the audit.

The audited PARTY will review the draft audit, findings, and recommendations, and provide written comments within thirty (30) calendar days of receipt.

Upon completion of the final audit, PARTIES have forty-five (45) calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTIES is subject to mediation. Mediation will follow the process described in the General Conditions section of this AGREEMENT.

70. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.
71. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with the Local Assistance Procedures Manual, Chapter 10.

Interruption of Work

72. If WORK stops for any reason, each PARTY will continue with environmental commitments included in the environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, and will keep the PROJECT in environmental compliance until WORK resumes.

Penalties, Judgements and Settlements

73. The cost of awards, judgements, fines, interest, penalties, attorney's fees, and/or settlements generated by the WORK are considered WORK costs.
74. The cost of legal challenges to the environmental process or are considered WORK costs.
75. Any PARTY whose action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this AGREEMENT.

Environmental Compliance

76. If during performance of WORK additional activities or environmental documentation is necessary to keep the PROJECT in environmental compliance, PARTIES will amend this AGREEMENT to include completion of those additional tasks.

ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017 (SB 1)

77. As the IMPLEMENTING AGENCY, SBCTA will prepare and submit to CALTRANS a Completion Report, in accordance with California Transportation Commission (CTC) SB1 Accountability and Transparency Guidelines.

SBCTA must submit a Completion Report for the construction component to CALTRANS for approval within four (4) months of Construction Contract Acceptance or when the project becomes operable, whichever is sooner. Thereafter, CALTRANS will have two (2) months to review and approve the report prior to submission to the CTC. The Completion Report should not be delayed due to claims, plant establishment periods, ongoing environmental mitigation monitoring, or other reasons.

SBCTA must submit a Final Delivery Report to CALTRANS for approval within four (4) months of conclusion of all remaining project activities beyond the acceptance of the construction contract. Thereafter, CALTRANS will have two (2) months to review and approve the report prior to submission to the CTC. The Final Delivery Report will reflect final project expenditures, any changes that occurred after submittal of the Completion Report, and an updated evaluation of the benefits.

78. In those instances where PARTIES have signed a PROJECT scope, cost, and schedule and benefit baseline data agreement (BASELINE AGREEMENT), PARTIES agree to abide by the terms and conditions of that PROJECT BASELINE AGREEMENT. The PROJECT BASELINE AGREEMENT is made a part of this AGREEMENT, by reference.
79. Notwithstanding anything to the contrary in this AGREEMENT, PARTIES are not permitted to make changes to the scope, cost, schedule or benefits of the PROJECT, unless approved by CTC.
80. PARTIES will meet the requirements of The Road Repair and Accountability Act of 2017 (SB 1), Chapter 5, Statutes of 2017, California Transportation Commission (CTC) SB1 Accountability and Transparency Guidelines, and the CTC's Trade Corridor Enhancement Program (TCEP) guidelines.

PARTIES agree that contributed funds originating from the TCEP can be expended on any item identified in the PROJECT phase that is funded with TCEP. In the event of a cost overrun, CALTRANS shall contribute an amount not exceeding what is proportional to their original TCEP funding contribution. This original TCEP funding contribution is identified in the Project Programming Request (PPR), which was submitted with PROJECT BASELINE AGREEMENT

GENERAL CONDITIONS

81. All portions of this AGREEMENT, including the Recitals Section, are enforceable.

Venue

82. PARTIES understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTY initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.

Exemptions

83. All CALTRANS' obligations under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, programming and allocation of funds by the California Transportation Commission (CTC).

Indemnification

84. Neither CALTRANS nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by SBCTA, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon SBCTA under this AGREEMENT. It is understood and agreed that SBCTA, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by SBCTA, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
85. Neither SBCTA nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless SBCTA and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

Non-parties

86. PARTIES do not intend this AGREEMENT to create a third party beneficiary or define duties, obligations, or rights for entities not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.
87. PARTIES will not assign or attempt to assign obligations to entities not signatory to this AGREEMENT without an amendment to this AGREEMENT.

Ambiguity and Performance

88. Neither PARTY will interpret any ambiguity contained in this AGREEMENT against the other PARTY. PARTIES waive the provisions of California Civil Code, Section 1654.

A waiver of a PARTY's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

89. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

Defaults

90. If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.

Dispute Resolution

91. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level as described in the Quality Management Plan. If they cannot resolve the dispute themselves, the CALTRANS District Director and the Executive Officer of SBCTA will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the WORK in accordance with the terms of this AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the WORK continues.

Except for equitable relief, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS District Office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

92. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

Prevailing Wage

93. When WORK falls within the Labor Code § 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code § 1771, PARTIES will conform to the provisions of Labor Code §§ 1720-1815, and all applicable provisions of California Code of Regulations, Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTIES will include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts.

Work performed by a PARTY's own employees is exempt from the Labor Code's Prevailing Wage requirements.

If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. §§ 3141-3148.

When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works. WORK performed by a PARTY's employees is exempt from federal prevailing wage requirements.

SIGNATURES

PARTIES are authorized to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT. By signing below, the PARTIES each expressly agree to execute this AGREEMENT electronically.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

Michael D. Beauchamp
District Director

Verification of funds and authority:

Corina Harriman
District Budget Manager

Certified as to financial terms and policies:

Darwin Salmos
HQ Accounting Supervisor

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

(NOT FOR SIGNATURE AT THIS TIME)

Curt Hagman
President, Board of Directors

Approved as to form:

Juanda L. Daniel
Assistant General Counsel

FUNDING SUMMARY NO. 01

<u>FUNDING TABLE</u>					
<u>IMPLEMENTING AGENCY</u> →			<u>SBCTA</u>		Totals
Source	Party	Fund Type	CONST. SUPPORT	CONST. CAPITAL	
STATE	CALTRANS	SB 1 (TCEP)	0	24,074,000	24,074,000
LOCAL	SBCTA	Measure I	4,859,000	0	4,859,000
LOCAL	SBCTA	Measure I	0	1,331,000	1,331,000
Totals			4,859,000	25,405,000	30,264,000

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<u>SPENDING SUMMARY</u>					
Fund Type	CONST. SUPPORT		CONST. CAPITAL		Totals
	CALTRANS	<u>SBCTA</u>	<u>SBCTA</u>	DFM CALTRANS	
SB 1 (TCEP)	0	0	24,074,000	0	24,074,000
Measure I	0	4,859,000	0	0	4,859,000
Measure I	0	0	1,281,000	50,000	1,331,000
Totals	0	4,859,000	25,355,000	50,000	30,264,000

Funding

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

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

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

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

ICRP Rate

3. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.

In accordance with California Senate Bill 848, the Administration Rate is capped at 10 percent until January 1, 2023, for Self-Help Counties with a countywide sales tax measure dedicated to transportation improvements.

4. If the WORK is funded with state or federal funds, any PARTY seeking CALTRANS reimbursement of indirect costs must submit an indirect cost rate proposal and central service cost allocation plan (if any) in accordance with Local Assistance Procedures Manual, 2 CFR, Part 200 and Chapter 5. These documents are to be submitted annually to CALTRANS' Audits and Investigations for review and acceptance prior to CALTRANS' reimbursement of indirect costs.

5. Travel, per diem, and third-party contract reimbursements for WORK are to be paid from the funds in this AGREEMENT only after the contractor performs the work and incurs said costs.

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

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

6. In accordance with the CALTRANS Federal-Aid Project Funding Guidelines, PARTIES must obtain approval from the Federal Highway Administration prior to any PROJECT funding changes that that will change the federal share of funds.
7. Notwithstanding the terms of this AGREEMENT, PARTIES agree to abide by the STIP guidelines that require the PARTIES to apportion the project cost increases and savings in the same proportion as the current programmed ratio of funds that are not strictly a one-time only grant. In the alternate, PARTIES may be able to apportion cost increases and savings according to a cost sharing arrangement between the PARTIES that is approved by the CTC.

Invoicing and Payment

8. PARTIES will invoice for funds where the SPENDING SUMMARY shows that one PARTY provides funds for use by another PARTY. PARTIES will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, SBCTA will pay invoices within five (5) calendar days of receipt of invoice.
9. If SBCTA has received EFT certification from CALTRANS then SBCTA will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
10. When a PARTY is reimbursed for actual cost, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTIES will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTIES will invoice or refund as necessary to satisfy the financial commitments of this AGREEMENT.

11. If an executed Program Supplement Agreement (PSA) or STIP Planning, Programming, and Monitoring Program Fund Transfer Agreement (PPM) exists for this PROJECT then SBCTA will abide by the billing and payment conditions detailed for the fund types identified in the PSA or PPM.
12. If CALTRANS reimburses SBCTA for any costs later determined to be unallowable, SBCTA will reimburse those funds.

CONSTRUCTION Support

13. No invoicing or reimbursement will occur for the CONSTRUCTION SUPPORT PROJECT COMPONENT.

CONSTRUCTION Capital

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

Department Furnished Materials (DFM)

15. CALTRANS will invoice SBCTA the estimated cost of Department Furnished Materials (DFM) as shown in the Funding Summary of this AGREEMENT. SBCTA will reimburse CALTRANS the invoiced amount at least forty-five (45) working days prior to the commencement of CONSTRUCTION expenditures. Based on the final accounting, CALTRANS will invoice or refund SBCTA as necessary to satisfy the financial commitments associated with DFM in this AGREEMENT.

Minute Action

AGENDA ITEM: 4

Date: May 12, 2022

Subject:

Award of Construction Management Services Contract for the Interstate 10 Eastbound Truck Climbing Lane 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 (SBCTA), at a regularly scheduled Board meeting:

A. Award Contract No. 22-1002731 with Dynamic Engineering Services, Inc., for Construction Management Services for the Interstate 10 Eastbound Truck Climbing Lane Project in an amount not-to-exceed \$3,488,221.98 and a contract term through May 1, 2026.

B. Approve a contingency in the amount of \$523,000, for Construction Management Services Contract No. 22-1002731, to be released in accordance with SBCTA Procurement and Special Risk Assessment Policy No. 11000, VIII.B.6.

Background:

The Interstate 10 (I-10) Eastbound Truck Climbing Lane Project (Project) will improve traffic operations along an approximately three-mile freeway segment by adding a truck lane along the eastbound I-10. The Project starts at 16th Street in the City of Yucaipa and will terminate around County Line Road in the City of Calimesa. The Project will add a new freeway lane to the inside of the freeway, pave the median, add concrete median barriers, and widen the Oak Glen Creek Bridge.

In January 2022, the Board of Directors (Board) authorized the release of Request for Proposals (RFP) No. 22-1002731 for Construction Management (CM) Services. RFP No. 22-1002731 was released to solicit firms to assist San Bernardino County Transportation Authority (SBCTA) in providing CM services for the Project. The solicitation was issued in accordance with SBCTA Procurement and Special Risk Assessment Policy No. 11000. On January 6, 2022, RFP No. 22-1002731 was released and the notice was received by over 612 entities and was downloaded by nine firms. On January 18, 2022, a pre-proposal meeting was held virtually and was attended by over 20 individuals representing various firms including prime and sub-consulting firms. There were a total of four addendums issued, one providing the list of attendees of the pre-proposal meeting, two responding to questions received from various firms, and the last addendum extended the proposal due date by a week.

On February 15, 2022, six proposals were received from the following firms (in alphabetical order). Staff reviewed each submittal and deemed each proposal responsive to the requirements outlined in the RFP.

- AECOM Technical Services, Inc.
- Dynamic Engineering Services, Inc.
- EXP U.S. Services, Inc.
- Falcon Engineering Services, Inc.

Entity: San Bernardino County Transportation Authority

Board of Directors Metro Valley Study Session Agenda Item

May 12, 2022

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- Klienfelder Construction Services
- Southstar Engineering & Consulting, Inc.

The Evaluation Committee consisted of three SBCTA staff members and one California Department of Transportation (Caltrans) staff member. Each committee member thoroughly reviewed each proposal and independently scored each firm against the scoring criteria outlined in the RFP, which was: Qualifications of the Firm - 35%, Proposed Staffing and Project Organization - 35%, and Work Plan - 30%. On March 3, 2022, the committee met and ranked the firms based on total score. At the completion of discussions, the panel members invited the top three firms to an in-person interview at SBCTA. The firms invited to an interview were (in alphabetical order):

- Dynamic Engineering Services, Inc.
- EXP U.S. Services, Inc.
- Klienfelder Construction Services

After careful consideration of the presentation of the firms and responses to interview questions made by the committee, Dynamic Engineering Services, Inc. is being recommended to be awarded CM Services Contract No. 22-1002731. Dynamic Engineering Services, Inc. is considered the best qualified firm for the Project as they were able to successfully demonstrate a thorough understanding of the scope of work and proposed a qualified team, clear concise work plan, and innovative approach, showing the ability to perform all work and or services necessary to complete the Project.

Subsequent to the Evaluation Committee's recommendation for selection, staff negotiated the final cost and scope with Dynamic Engineering Services, Inc. Staff recommends approval of CM Services Contract No. 22-1002731, for a total not-to-exceed amount of \$3,488,221.98 and a contract termination date of May 1, 2026.

Staff is also recommending that the Board approve a roughly 15% contingency budget in the amount of \$523,000, to be released in accordance with SBCTA Procurement and Special Risk Assessment Policy No. 11000, VII.B.6. The contingency is to cover contract time extensions that may be caused due to delays in delivery of construction materials, and regulatory requirements that may delay construction activity in the Oak Glen Creek.

Financial Impact:

This item is consistent with the Fiscal Year 2021/2022 Budget under Task 0820 (Freeway Projects), Sub-Task 0854 (I-10 EB TCL)

Reviewed By:

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

Responsible Staff:

Khalid Bazmi, Construction Manager

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Contract Summary Sheet

4.a

General Contract Information

Contract No: 22-1002731 Amendment No.: _____

Contract Class: Payable Department: Project Delivery

Vendor No.: 02924 Vendor Name: Dynamic Engineering Services, Inc.

Description: I-10 Eastbound Truck Climbing Lane Construction Management Services

List Any Related Contract Nos.: _____

Dollar Amount							
Original Contract		\$	3,488,221.98	Original Contingency		\$	523,000.0
Prior Amendments		\$	-	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	3,488,221.98	Total Contingency Value		\$	523,000.0
	Total Dollar Authority (Contract Value and Contingency)					\$	4,011,221.9

Contract Authorization

Board of Directors _____ Date: 6/1/2022 _____ Committee _____ Item # _____

Contract Management (Internal Purposes Only)

Other Contracts _____ Sole Source? No _____ No Budget Adjustment _____

Local _____ Construction Management _____ N/A _____

Accounts Payable

Estimated Start Date: 6/1/2022 Expiration Date: 5/1/2026 Revised Expiration Date: _____

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

							Total Contract Funding:		Total Contingency:	
							\$	3,488,221.98	\$	523,000.00
GL	4110	40	0820	0854	53702	41100000		3,488,221.98		523,000.00
GL								-		-
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GL								-		-

Khalid Bazmi

Project Manager (Print Name)

Henry Stultz

Task Manager (Print Name)

Additional Notes:

Attachment: CSS 22-1002731 [Revision 1] (8518 : I-10 Eastbound Truck Climbing Lane Award Construction Management Services)

CONTRACT No. 22-1002731**BY AND BETWEEN****SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY****AND****DYNAMIC ENGINEERING SERVICES, INC.****FOR****CONSTRUCTION MANAGEMENT SERVICES FOR THE INTERSTATE 10 EAST
BOUND TRUCK CLIMBING LANE**

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 **Dynamic Engineering Services, Inc.** ("CONSULTANT"), whose address is: 11762 De Palma Road, Suite 1C88, Corona, CA 92883. 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:

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 **March 28, 2022** (Exhibit B). If there is any conflict between the Approved Cost Proposal and the Contract Articles, the Contract Articles take precedence.

- 1.2 CONSULTANT agrees to indemnify and hold harmless SBCTA, its officers, agents and employees from any and all claims, demands, costs, or liability arising from or connected with the services provided hereunder due to negligent acts, errors, or omissions of the CONSULTANT. CONSULTANT will reimburse SBCTA for any expenditure, including reasonable attorney fees, incurred by SBCTA in defending against claims ultimately determined to be due to negligent acts, errors, or omissions of the CONSULTANT.
- 1.3 CONSULTANT and the agents and employees of CONSULTANT, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of SBCTA.
- 1.4 Without the written consent of SBCTA, this Contract is not assignable by CONSULTANT, either in whole or in part.
- 1.5 No alteration or variations of the terms of this Contract shall be valid unless made in writing and signed by the Parties hereto; and no oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- 1.6 The consideration to be paid to CONSULTANT as provided herein shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.
- 1.7 The SBCTA Construction Manager for this Contract is Khalid Bazmi, 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 SBCTA Construction Manager shall have authority to act on behalf of SBCTA in administering this Contract, including giving notices (including without limitation, notices of default and/or termination), technical directions and approvals, demanding performance and accepting work performed, and as otherwise authorized by SBCTA policies, but is not authorized to receive or issue payments or to execute amendments to the Contract.

ARTICLE 2. PROJECT DESCRIPTION/SCOPE OF WORK

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

ARTICLE 3. CONSULTANT's REPORTS OR MEETINGS

- 3.1 CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for SBCTA to determine if CONSULTANT is performing to expectations and is on schedule, to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

- 3.2 CONSULTANT's Project Manager shall meet with SBCTA, as needed, to discuss progress on the Contract.

ARTICLE 4. PERFORMANCE PERIOD

- 4.1 This Contract shall go into effect on May 04, 2022 contingent upon approval by SBCTA's Awarding Authority, and CONSULTANT shall commence work after written notification to proceed by SBCTA's Procurement Analyst. The Contract shall end on May 1, 2026, unless extended by written amendment.
- 4.2 CONSULTANT is advised that any recommendation for contract award is not binding on SBCTA until the Contract is fully executed and approved by SBCTA's Awarding Authority.

ARTICLE 5. ALLOWABLE COSTS AND PAYMENTS

- 5.1 Total compensation to CONSULTANT for full and complete performance of the Work in compliance with all the terms and conditions of this Contract shall be on a Specified Rates of Compensation basis for all obligations incurred in, or application to, Consultant's performance of Work and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and services (except as may be explicitly set forth in this Contract as furnished by SBCTA), and shall not exceed \$3,488,221.98 unless authorized by a contract amendment.
- 5.2 CONSULTANT shall be paid at an agreed and supported specific fixed hourly, daily, weekly or monthly rate, for each class of employee engaged directly in the Work. Such rates of pay include the CONSULTANT's estimated costs and net fee (profit). The specific rates of compensation, except for an individual acting as a sole proprietor, are to include an hourly breakdown, direct salary costs, fringe benefits, indirect costs, and net fee as set forth in Exhibit B.
- 5.4 Specific tasks have been assigned to CONSULTANT as identified in the attached Scope of Work.
- 5.5 In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than specific rates of compensation identified in Exhibit B.
- 5.6 Reimbursement for transportation and subsistence costs shall not exceed the rates specified in Exhibit B. Any travel expenses must be preapproved in writing by SBCTA and shall be reimbursed per diem at a rate not to exceed the currently authorized rates for state employees under the State Department of Personnel Administration rules. SBCTA will not reimburse CONSULTANT for any expenses not identified in Exhibit B or agreed to and approved by SBCTA as required under this Contract.
- 5.7 When milestone cost estimates are included in Exhibit B, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from SBCTA's Construction Manager before exceeding such cost estimate.
- 5.8 Progress payments will be made monthly in arrears based on services provided and allowable costs incurred. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Scope of Work, SBCTA shall have the right to delay payment or terminate this Contract in accordance with the Termination provisions of this Contract.

- 5.9 CONSULTANT shall not commence performance of Work until this Contract has been approved by SBCTA's Awarding Body, and a NTP has been issued by SBCTA's Procurement Analyst. No payment will be made prior to approval of any Work, nor for any Work performed prior to approval of this Contract.
- 5.10 CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by SBCTA of an itemized invoice in triplicate. 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
- 5.11 CONSULTANT shall include a statement and release with each invoice, satisfactory to SBCTA, that CONSULTANT has fully performed the Work invoiced pursuant to this Contract for the period covered, that all information included with the invoice is true and correct and that all payments to and claims of CONSULTANT and its subconsultants for Work performed during the period will be satisfied upon making of such payment. SBCTA shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such statement and release.
- 5.12 All subcontracts in excess of \$25,000 shall contain the provisions of this Article.

ARTICLE 6. TERMINATION

- 6.1 Termination for Convenience—SBCTA's Executive Director shall have the right at any time, with or without cause, to terminate further performance of Work by giving thirty (30) calendar days written notice to CONSULTANT specifying the date of termination. On the date of such termination stated in said notice, CONSULTANT shall promptly discontinue performance of Work and shall preserve Work in progress and completed Work, pending SBCTA's instruction, and shall turn over such Work in accordance with SBCTA's instructions.
- 6.1.1 CONSULTANT shall deliver to SBCTA all deliverables prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA. Upon such delivery, CONSULTANT may then invoice SBCTA for payment in accordance with the terms herein.
- 6.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the Contract cost based upon the percentage of all contracted Work satisfactorily executed to the date of termination.

- 6.1.3 CONSULTANT shall be entitled to receive the actual costs incurred by CONSULTANT to return CONSULTANT's tools and equipment, if any, to it or its suppliers' premises, or to turn over Work in progress in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.

6.2 Termination for Cause

- 6.2.1 In the event CONSULTANT shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy shall be filed against CONSULTANT or a receiver shall be appointed on account of its insolvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice, SBCTA may, without prejudice to any other rights or remedies SBCTA may have, and in compliance with applicable Bankruptcy Laws: (a) hold in abeyance further payments to CONSULTANT; (b) stop any Work of CONSULTANT or its subconsultants related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONSULTANT specifying the date of termination. In the event of such termination by SBCTA, SBCTA may take possession of the products and finished Work by whatever method SBCTA may deem expedient. A waiver by SBCTA of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT of the same or any other provision, nor be deemed to waive, amend, or modify this Contract.
- 6.2.2 CONSULTANT shall deliver to SBCTA all finished and unfinished deliverables under this Contract prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA within ten (10) working days of said notice.

- 6.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SBCTA, satisfactory in form and content to SBCTA and verified by SBCTA. In no event shall CONSULTANT be entitled to any payment for prospective profits or any damages because of such termination.

- 6.3.1 All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE 7. FUNDING REQUIREMENTS

- 7.1 It is mutually understood between the Parties that this Contract may have been written before ascertaining the availability of funds or appropriation of funds for the mutual benefit of both Parties, in order to avoid program or fiscal delays that would occur if the Contract were executed after that determination was made.
- 7.2 This Contract is valid and enforceable only if sufficient funds are made available to SBCTA for the purpose of this Contract. In addition, this Contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by Congress, State Legislature, or SBCTA governing board that may affect the provisions, terms, or funding of this Contract in any manner.

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

ARTICLE 8. CHANGE IN TERMS

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

ARTICLE 9. DISADVANTAGED BUSINESS ENTERPRISE

Intentionally Omitted

ARTICLE 10. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

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

ARTICLE 11. CONTINGENT FEE

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

ARTICLE 12. RETENTION OF RECORDS/AUDIT

- 12.1 CONSULTANT, and subconsultants shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Contract, including but not to, the costs of administering the Contract. All Parties shall make such materials available at their respective offices at all reasonable times during the Contract period and for three years from the date of final payment under the Contract. The state, State Auditor, SBCTA, Federal Highway Administration, or any other duly authorized representative of the SBCTA shall have access to any books, records, and documents of CONSULTANT that are pertinent to the Contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
- 12.2 Subcontracts in excess of \$25,000 shall contain this provision.

ARTICLE 13. DISPUTES

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

ARTICLE 14. AUDIT REVIEW PROCEDURES

- 14.1 Any dispute concerning a question of fact arising under an interim or post audit of this Contract that is not disposed of by agreement shall be reviewed by SBCTA's Chief Financial Officer.
- 14.2 Not later than 30 days after issuance of final audit report, CONSULTANT may request a review by SBCTA's Chief Financial Officer of unresolved audit issues. The request for review must be submitted in writing.
- 14.3 Neither the pendency of a dispute nor its consideration by SBCTA will excuse CONSULTANT from full and timely performance in accordance with the terms of this Contract.

ARTICLE 15. SUBCONTRACTING

- 15.1 Nothing contained in this Contract or otherwise shall create any contractual relation between SBCTA and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be fully responsible to SBCTA for the acts and omissions of its subconsultant(s) and of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is independent of SBCTA's obligation to make payments to the CONSULTANT.

- 15.2 CONSULTANT shall perform the Work contemplated with resources available within its own organization, and no portion of the Work pertinent to this Contract shall be subcontracted without prior written authorization by SBCTA, except that which is expressly identified in the approved Cost Proposal.
- 15.3 CONSULTANT shall pay its subconsultant(s) within ten (10) calendar days from receipt of each payment made to CONSULTANT by SBCTA.
- 15.4 Any subcontract in excess of \$25,000 entered into as a result of this Contract shall contain all the provisions stipulated in this Contract to be applicable to subconsultants.
- 15.5 Any substitution of subconsultants must be approved in writing by SBCTA prior to the start of Work by the subconsultant.

ARTICLE 16. EQUIPMENT PURCHASE

- 16.1. Prior authorization in writing by SBCTA shall be required before CONSULTANT enters into any unbudgeted purchase order or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- 16.2. When seeking SBCTA's prior written authorization for purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000, CONSULTANT must submit three competitive quotations with the request, or the absence of bidding must be adequately justified.
- 16.3. Any equipment purchased as a result of this Contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, SBCTA shall receive a proper refund or credit at the conclusion of the Contract, or if the Contract is terminated, CONSULTANT may either keep the equipment and credit SBCTA in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established SBCTA procedures, and credit SBCTA in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to SBCTA and CONSULTANT. If it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by SBCTA."
- 16.4 All subcontracts in excess \$25,000 shall contain the above provisions.

ARTICLE 17. INSPECTION OF WORK

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

ARTICLE 18. SAFETY

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

ARTICLE 19. INSURANCE

- 19.1 Prior to commencing the Work, subject to the provisions of Article 19.2 “General Provisions”, and at all times during the performance of the Work and for such additional periods as required herein, CONSULTANT and all sub-consultants of every tier performing any Work under this contract shall, at CONSULTANT’s and sub-consultant’s sole expense, procure and maintain broad form insurance coverage at least as broad as the following minimum requirements specified below:
- 19.1.1 Professional Liability. The policies must include the following:
- A limit of liability not less than \$3,000,000 per claim
 - An annual aggregate limit of not less than \$9,000,000
 - 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 **\$7,000,000 each occurrence**. If the contract value is equal to or in excess of \$25,000,000, then the combined limit of liability shall be no less than **\$25,000,000 each occurrence**.
- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations (including explosion, collapse and underground coverage), duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
 - \$2,000,000 per occurrence limit for property damage or bodily injury
 - \$1,000,000 per occurrence limit for personal injury and advertising injury
 - \$2,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 10 01) if SBCTA's Risk Manager determines it is in SBCTA's best interests to require such coverage.
 - If a general aggregate applies, it shall apply separately to this project/location. The project name must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

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

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

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

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 **\$5,000,000** 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 The policy must include the following if it is determined by SBCTA's Risk Manager to be in SBCTA's best interests to require such policy:

- \$2,000,000 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.

19.1.7 Railroad Protective Liability The policy must include the following:

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

19.2 General Provisions

19.2.1 Qualifications of Insurance Carriers - If policies are written by insurance carriers authorized and admitted to do business in the state of California, then the insurer 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 Construction 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-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. 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-CONSULTANT. 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 2782.8.

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, Caltrans, City of Yucaipa 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. CONSULTANT agrees to inform itself and makes its employees, agents, and subconsultants aware of the requirements of SBCTA's privacy and confidentiality policies and to abide by the same. CONSULTANT further agrees to require all employees, agents, and subconsultants to sign an SBCTA Confidentiality Agreement as directed by SBCTA personnel.
- 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.

ARTICLE 24. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

ARTICLE 25. EVALUATION OF CONSULTANT

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

ARTICLE 26. RETENTION OF FUNDS

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

ARTICLE 27. RESPONSIBILITY OF CONSULTANT

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

ARTICLE 28. TECHNICAL DIRECTION

- 28.1 Performance of Work under this Contract shall be subject to the technical direction of SBCTA's Construction 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 Construction 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's Project Manager and SBCTA's Construction 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 Construction Manager.
- 28.5 CONSULTANT shall proceed promptly with the performance of Technical Direction issued by SBCTA's Construction 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 Construction 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 key personnel shall be the personnel listed in the cost proposal accepted by SBCTA. 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.

ARTICLE 30. REPRESENTATIONS

All Work supplied by CONSULTANT under this Contract shall be supplied by personnel who are qualified, careful, skilled, experienced and competent in their respective trades or professions. CONSULTANT agrees that they are supplying professional services, findings, and/or recommendations in the performance of this Contract and agrees with SBCTA that the same shall conform to professional and engineering and environmental principles and standards that are generally accepted in the profession in the State of California.

ARTICLE 31. TAXES, DUTIES AND FEES

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

ARTICLE 32. PERMITS AND LICENSES

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

ARTICLE 33. STATEMENT OF COMPLIANCE

33.1 CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless

exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and 2 California Code of Regulations Section 8103.

- 33.2 During the performance of this Contract, CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation or military or veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 et seq.) and the applicable regulations promulgated there under (2 California Code of Regulations §§ 7286.0 et seq.). CONSULTANT and subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. 33.3 The contractor and all subcontractors shall comply with all provisions of Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin. In addition, the contractor and all subcontractors will ensure their services are consistent with and comply with obligations and procedures outlined in SBCTA's current Board-adopted Title VI Program, including the Public Participation Plan and the Language Assistance Plan.

ARTICLE 34. STATE PREVAILING WAGE RATES

- 34.1 CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code Section 1770, and all Federal, State, and local laws and ordinances applicable to the Work.
- 34.2 Any subcontract entered into as a result of this Contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.
- 34.3 When prevailing wages apply to services described in the Scope of Work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

ARTICLE 35. CONFLICT OF INTEREST

- 35.1 CONSULTANT shall disclose any financial, business, or other relationship with SBCTA that may have an impact upon the outcome of this Contract, or any ensuing SBCTA construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this Contract, or any ensuing SBCTA construction project, which will follow.
- 35.2 CONSULTANT hereby certifies that it does not now have, nor shall it acquire, any financial or business interest that would conflict with the performance of services under this Contract. CONSULTANT agrees that it presently has no interest, financial or otherwise, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Work required under this Contract or be contrary to the interests of SBCTA as to the Project. CONSULTANT further agrees that in the performance of this Contract no

person having any such interest shall be employed. CONSULTANT is obligated to fully disclose to SBCTA, in writing, any conflict of interest issues as soon as they are known to CONSULTANT. CONSULTANT agrees that CONSULTANT's staff designated by SBCTA's Executive Director as "Consultants" under the Political Reform Act shall timely file Statements of Economic Interest with the SBCTA Clerk of the Board.

- 35.3 Any subcontract in excess of \$25,000 entered into as a result of this Contract shall contain all of the provisions of this Article.
- 35.4 CONSULTANT hereby certifies that neither CONSULTANT, its employees, nor any firm affiliated with CONSULTANT providing services on this project prepared the Plans, Specifications, and Estimate for any construction project included within this Contract. An affiliated firm is one subject to the control of the same persons through joint ownership or otherwise.
- 35.5 CONSULTANT further certifies that neither CONSULTANT nor any firm affiliated with CONSULTANT will bid on any construction subcontracts included within the construction contract. Additionally, CONSULTANT certifies that no person working under this Contract is also employed by the construction contractor for any project included within this Contract.
- 35.6 Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing services on this Contract shall have provided services on the design of any project included within this Contract.

ARTICLE 36. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

ARTICLE 37. NOTIFICATION

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

To Dynamic Engineering Services, Inc	To SBCTA
11762 De Palma Road, Suite 1C88	1170 W. 3rd Street, 2nd Floor
Corona, CA 92883	San Bernardino, CA 92410-1715
Attn: Chia-Chi Wang	Attn: Khalid Bazmi
Email: ccwang@dynamicsesi.com	Email: Kbazmi@gosbcta.com
	cc: Procurement Manager
	Email: procurement@gosbcta.com
Phone: (951) 471-8890	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-----

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

**DYNAMIC ENGINEERING
SERVICES, INC, A CALIFORNIA
CORPORATION**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Victor O. Moore
Chief Executive Officer

By: _____
Curt Hagman
President, Board of Directors

Date: _____

Date: _____

By: _____
Chia-Chi Wang
Secretary

Date: _____

APPROVED AS TO FORM

By: _____
Juanda L. Daniel
Assistant General Counsel

Date: _____

CONCURRENCE

By: _____
Beatriz Valdez
Acting Procurement Manager

Date: _____

EXHIBIT A - "SCOPE OF WORK"

EXHIBIT A
SCOPE OF WORK
INDEX

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A. DESCRIPTION OF SERVICES

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

Interstate 10 (I-10) Eastbound Truck Climbing Lane (EB TCL) Project

The I-10 EB TCL Project will extend the existing eastbound truck climbing lane near 16th Street in the City of Yucaipa to County Line Road in the City of Calimesa, a total of approximately three miles. The scope of the project includes paving the inside shoulder and median area using Continuously Reinforced Concrete Pavement (CRCP) for the traversable sections and striping the existing outside lane as a truck climbing lane. The project would also construct a concrete median barrier along the length of the project, widen the Oak Glen Creek Bridge with cast in place "T" girders, pier walls, and footings with cast in steel piles. Construction is estimated at 18 months.

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 reviews; construction project advertising, bid analysis, and award; construction inspection; construction surveying, materials testing, source inspection, contractor interface and contract administration; office engineering; and other assorted duties as appropriate in managing construction of a Caltrans improvement project.

CONSULTANT shall 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 Structures Representative, Survey personnel, and Materials Testing/Source Inspection personnel 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 the Authority'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 staff and manage the project both during pre-construction period and during the construction phase. CONSULTANT will be required to provide a resource loaded staffing plan broken down for the entire duration of the project with the proposal and on a monthly basis during the course of construction showing resources and costs to SBCTA through project completion.

CONSULTANT shall provide qualified construction management and inspection, materials testing and source inspection, construction surveying and public relations liason 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 CONSULTANT shall report to and receive direction from SBCTA through the 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 project.

B. PERFORMANCE REQUIREMENTS

Construction Management: CONSULTANT shall furnish a Project Manager to coordinate CONSULTANT operations with SBCTA. The Project Manager shall be responsible for all matters related to CONSULTANT personnel and operations. The Project Manager may also serve as the Resident Engineer.

CONSULTANT shall also furnish a Resident Engineer. The Resident Engineer shall be assigned to direct and coordinate construction activities under this contract. Other Assistant Resident Engineers may be assigned to each specific project responsibilities as needed. The Resident Engineer shall be a Civil Engineer registered in the State of California and shall be in responsible charge of construction management and construction activity within the Project.

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

Resumes of personnel must be submitted to 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 Project Manager shall provide equally qualified replacement personnel until the assigned personnel returns to the Project approved by SBCTA.

The typical workday includes all hours worked by the construction Contractor. If necessary, overtime for CONSULTANT personnel may be required. The construction Contractor's operations may be restricted to specific hours during the week, which shall become the normal workday for CONSULTANT personnel. The 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, 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 California Department of Transportation guidelines, regulations, policies, procedures, manuals, and standards, except as noted in the special provisions.

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

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

C. DUTIES AND RESPONSIBILITIES

1. Pre-construction Services

a. Schedule

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

b. Budget

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

c. Constructability Review

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

d. Utility Relocation assistance

2. Bid Process

a. Bid Documents

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

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

b. Pre-construction Meetings

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

c. Contract Award

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

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

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

3. Project Administration

- a. CONSULTANT shall administer Project construction contracts using Caltrans Construction Manual as a guideline.
- b. CONSULTANT shall conduct regular Project coordination meetings with Contractor, SBCTA, local agencies, and design engineer, as appropriate.
- c. CONSULTANT shall prepare Contractor progress payments and maintain payment records and supporting documentation. All progress payments shall be reviewed by 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 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 Storm Water Pollution Prevention Plan (SWPPP).
- n. CONSULTANT shall assure that the Project meets all applicable regulations of the Air Quality Management District (AQMD) and State Water 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 CCO number, if applicable

4. Construction Coordination

- a. CONSULTANT shall provide a minimum of one qualified Resident Engineer to effectively manage the Project.
- b. CONSULTANT Resident Engineer shall act as a prime point of contact between Contractor, Caltrans, SBCTA, CONSULTANT's construction surveyor, CONSULTANT's materials inspector, CONSULTANTS Structural Material Representative (SMR) 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 SBCTA's Construction Manager.
- d. CONSULTANT shall coordinate utility relocations with utility companies and their designees, as well as the utility inspector.
- e. CONSULTANT shall proactively review Project plans and special provisions for possible errors and deficiencies prior to construction of any specific element and report such findings to 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 Storm Water Pollution Prevention Plans (SWPPP) and coordinate approval with SBCTA and the State Water Resource Control Board. The SWPPP Coordinator shall be at a minimum a Qualified Storm Water Pollution Prevention Plan (SWPPP) Developer (QSD) and a Qualified SWPPP Practitioner (QSP). CONSULTANT shall provide at a minimum weekly SWPPP monitoring and shall cooperate with all monitoring agency inspections and field reviews.
- i. CONSULTANT shall coordinate the implementation of any changes with the SBCTA Construction Manager and the design engineer.
- j. CONSULTANT shall review and approve falsework and shoring plans.
- k. CONSULTANT shall review and approve Traffic Control Plans and forward to 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 and local agencies are notified and present as required throughout the Project. CONSULTANT shall notify SBCTA immediately regarding any directives, recommendations, notices, etc. received from agencies other than SBCTA.
- b. CONSULTANT shall perform daily on-site observations of the progress and quality of construction to determine if the work being performed is in general conformance with the contract documents, all applicable laws, codes, and ordinances.
- c. CONSULTANT shall exercise reasonable care and diligence to discover and promptly report to SBCTA any and all defects or deficiencies in the materials or workmanship used in the Project.
- d. CONSULTANT personnel assigned to the Project shall be thoroughly familiar with Caltrans Standard Specifications, Caltrans Standard Plans, Caltrans Temporary Pedestrian Facilities Handbook, 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), Construction Policy Bulletin CPB 17-1, "Permanent Pedestrian Facilities Construction Inspection Documentation, California Manual on Uniform Traffic Control (MUTCD). In addition, CONSULTANT personnel shall be thoroughly familiar with the construction requirements of Caltrans' Storm Water Pollution Prevention Program.
- e. Assignments to be performed by CONSULTANT personnel shall include, but are not limited to, the following:
 - 1) Paving and subgrade inspection, sub-surface & finish surface drainage inspection, structures and foundation inspection, signing and striping inspection, quantity calculations, ADA certification, checking grade and alignment, construction traffic control, 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) Perform basic sampling of construction materials in the field per California Test Method 105 and 125 by both the prime and subconsultant personnel.
 - 4) 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.
 - 5) Preparing complete and accurate daily reports, calculations, project records, payment quantity documents, reports, and correspondence related to Project activities.

- 6) Preparing construction sketches, drawings, and cross-sections, as necessary.
- 7) Assisting in the preparation of as-built plans.
- 8) Providing inspections for environmental compliance.
- 9) Maintaining awareness of water discharge requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions.
- 10) Monitoring Contractors' compliance with applicable regulations required by AQMD.
- 11) 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, including but not limited to:
 - i. Utility relocations
 - ii. Clearing limits
 - iii. Slope staking
 - iv. Storm drain and sanitary sewer
 - 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 (only with written direction from SBCTA).
- 6) Special Design – Data Surveys
Includes drainage, utility, and surveys required for special field studies.
 - 7) Control Survey
Includes Project control surveys, aerial mapping control surveys, horizontal and vertical control surveys. In addition control surveys will include restoration, renewal, reference, relocation, and resetting of existing control monumentation. The CONSULTANT will be required to provide horizontal and vertical control at the end of each bridge.
 - 8) Topographic Surveys
Topographic surveys will normally be compiled by ground survey methods only.

CONSULTANT will provide all necessary Project related surveys and construction staking, including horizontal and vertical control, right of way, and easements. CONSULTANT shall coordinate all staking and verify accuracy. CONSULTANT shall ensure timely coordination of all staking requests from the Contractor.
- b. Materials Testing, Source Inspection and Geotechnical Services
 - 1) CONSULTANT will provide experienced personnel, equipment, and facilities to perform various construction materials sampling and testing. Laboratory and field materials testing will be used to ensure that structure and roadway construction work conforms to California State Department of Transportation (Caltrans) standards, specifications, and special provisions for material quality and workmanship.
 - 2) All field and laboratory testing is to be performed in accordance with California Test Methods.
 - 3) CONSULTANT will be responsible for the accuracy and completeness of all test data compilation and results.
 - c. Public Outreach
General Public Outreach Plan will be provided and administered by SBCTA.
 - 1) 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.
 - 2) 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:
 - a) LOCAL AGENCY
 - b) SBCTA Board

- c) LOCAL AGENCY and area Emergency Service Providers
 - d) School Transportation Coordinator(s)
 - e) Local Business Community
 - i) Specific businesses with expanding priority based on proximity to work zone and detours
 - ii) Chamber of Commerce
 - f) Commuters
 - g) Recreational Travelers
 - h) Trucking Industry
 - i) Local media
 - i) Print
 - ii) Radio
 - iii) Television
- 3) 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.
 - 4) Following the emergency responders briefing, SBCTA may coordinate a Chamber of Commerce Project Briefing to highlight the Project benefits, possible construction schedule and traffic management plan.
 - 5) 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 up on 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.
 - 6) 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 up on 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.
 - 7) 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.
 - 8) At various stages throughout the Project, SBCTA will request support from CONSULTANT for the following items:
 - a) 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.)

- b) Development of a Project fact sheet (include Project description, Project budget, Project schedule, SBCTA contact information, LOCAL AGENCY contact information, photos, logos, etc.)
 - c) 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.
 - d) Emergency notices – when needed.
 - e) 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.
- 9) 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.
 - 10) 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 a is own 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 attempt 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 force account analysis to validate cost submitted by the Contractor for contract change orders with agreed unit price, lump sum price, and adjustment in components. Analysis shall be based on realistic production and resource needs to complete the work.

- c. CONSULTANT shall attempt to identify all potential claims, track and monitor unresolved claims. The CONSULTANT shall implement appropriate claims avoidance processes where in the best interests of SBCTA as determined by SBCTA's Construction Manager.
- d. CONSULTANT shall assist SBCTA, as requested, in the identification, resolution, and final disposition of claims filed by the Contractor or third parties against SBCTA or the Project.

9. Safety

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

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

10. Project Close Out

- a. CONSULTANT shall prepare a list of items to be completed and/or corrected by the Contractor for final completion of the Project.
- b. CONSULTANT shall collect and furnish as-built information to the design engineer for preparation of as-built drawings including pre-stress drawings and pile logs, as applicable.
- c. CONSULTANT shall review and verify completeness of as-built drawings.
- d. CONSULTANT shall conduct a final walk-through with SBCTA, Local Agencies, Contractors, and design engineers.

- e. CONSULTANT shall prepare final construction reports including the Project Completion Report.
- f. CONSULTANT shall prepare and deliver to SBCTA all Project 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.

D. DELIVERABLES

- 1. Inspector daily reports, extra work diaries and Resident Engineers' daily diaries.
- 2. Monthly Project Summary Reports and SIQMP Monthly Reports.
- 3. Monthly 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. Project Completion Report documents per Local Assistance Procedure Manual and Caltrans Construction Manual.
- 7. 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.
- 8. Certified payrolls and fringe benefit statements for all employees, CONSULTANT and Contractor, who are subject to the State and/or Federal prevailing wage rates.
- 9. American For Disabilities Act certification of project per Caltrans Standards.
- 10. 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.
- 11. Record of Survey and Right of Way Monumentations and recording with County (only with SBCTA written authorization).
- 12. 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 Attachment B of Consultants Cost Proposal and are part of the consultants overhead. Only those items authorized by SBCTA in Attachment B, CONSULTANT Cost Proposal, shall be reimbursed by SBCTA.
2. CONSULTANT personnel shall be provided with vehicles suitable for the location and nature of the work involved. Vehicles shall be equipped with flashing yellow lights, either permanently or temporarily affixed.

3. CONSULTANT personnel shall be provided with a mobile radio, cellular phone, or other means to assure full-time communication. If a radio system is to be used, CONSULTANT shall provide a base station at the field office.
4. CONSULTANT personnel shall be provided with all applicable standard plans, specifications, and other standards as appropriate (see item G below).
5. For Materials Testing, CONSULTANT and its staff will be fully equipped at all times to perform the services required, including but not limited to the following:
 - a. An on-site mobile laboratory or laboratory in close proximity to the Project will be required. The type and location of the lab should be such that it can meet the needs of the Project in an efficient, time effective manner. The laboratory is to be fully staffed, equipped, and supplied to conduct all required soils, materials, and concrete breaking tests in a timely manner.
 - b. Field personnel will be provided with all necessary safety equipment to permit work to be performed safely and efficiently within operating highway and construction zone environments.
 - c. All equipment to be calibrated as per Section 3-10 and 3-11 of Caltrans' Quality Assurance Program Manual.
6. For construction surveying, CONSULTANT and staff shall have adequate equipment and supplies to complete the required survey work. Equipment and supplies shall, include, but not be limited to:
 - a. Survey vehicles:
Survey vehicles will be suitable to perform the required work in varying terrain and conditions encountered on the Project. Vehicles shall be fully equipped with all necessary tools, instruments, supplies, and safety equipment required to perform the work accurately, efficiently, and safely. Vehicles shall be equipped with a flashing yellow beacon light.
 - b. Data Processing Systems:
Data processing systems shall include hardware and software to:
 - 1) Performing survey and staking calculations from the design plans and specifications;
 - 2) Reduce survey data collected with conventional and total station survey systems;
 - 3) Perform network adjustments for horizontal and vertical control surveys;
 - 4) Format survey data to be compatible with the Caltrans computer survey and data system.
 - c. Drafting equipment and supplies.
 - d. Digital calculators.
 - e. Hand tools as appropriate for the requested survey work.
 - f. Traffic cones (minimum 25). Traffic cones shall be 28 inches in height (minimum).
 - g. Traffic control devices as required to perform the requested survey work. Traffic control devices include signs, sign bases, flags, and hand held signs.
 - h. Leveling instruments and equipment:

- 1) Self-leveling level. Precision: Standard 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 decide all questions, which may arise as to the quality or acceptability of deliverables furnished and work performed for this contract. Any CONSULTANT employee who does not perform adequately will be replaced if directed by the 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 Contract 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 contract, the following also will apply.

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

L. BASIS FOR SURVEY AND MONUMENT STAKING

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, 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
 - a. A minimum of six (6) years' project management experience on similar construction projects is desired.

- b. Accessible to SBCTA at all times during normal working hours.
- c. A thorough understanding of Caltrans construction practices and procedures.
- d. A thorough understanding of Cal-OSHA practices and procedures.
- e. The Project Manager will assume the following functional responsibilities:
 - 1) Review, monitor, train, and provide general direction for CONSULTANT personnel.
 - 2) Assign personnel to projects on an as-needed basis.
 - 3) Administer personal leave.
 - 4) Prepare monthly reports for delivery to SBCTA.

2. Resident Engineer

- a. A minimum of eight (8) years' resident engineer experience on similar construction projects is desired.
- b. Licensed Professional Civil Engineer in the State of California.
- c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.

Accessible to SBCTA at all times including weekends and holidays.

- d. Certified as a Qualified SWPPP Developer or Practitioner is desired.
- e. A thorough understanding of Cal-OSHA practices and procedures.
- f. A thorough understanding of American with Disability Act (ADA) and Caltrans ADA requirements. Completion of Caltrans Temporary Pedestrian Facilities training within last 6 months.
- g. A thorough understanding of Caltrans field methods, practices, and construction office procedures. The Resident Engineer will assume the following functional responsibilities:
 - 1) Monitor and provide daily direction to CONSULTANT Resident Engineers and inspection personnel.
 - 2) Assign field personnel to specific project tasks.
 - 3) Monitor and track Contractor progress.
 - 4) Prepare daily, weekly and monthly reports as required.
 - 5) Coordinate utility relocations with appropriate agencies and the utility inspector.
 - 6) Act as prime field contact between various project Contractors and SBCTA's Construction Manager.

3. Assistant Resident Engineer

- a. A minimum of four (4) years' experience on similar construction projects is desired.
- b. Licensed Professional Civil Engineer in the State of California.
- c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
- d. Accessible to 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 Caltrans ADA requirements. Completion of Caltrans Temporary Pedestrian Facilities training within last 6 months.
- h. Thorough understanding of Caltrans field methods, practices, and construction office procedures. The Assistant Resident Engineer shall act under the direction of the Resident Engineer and will assume the following functional responsibilities:
 - 1) Monitor and provide daily direction to CONSULTANT inspection personnel.
 - 2) Assign field personnel to specific project tasks.
 - 3) Monitor and track Contractor progress.
 - 4) Prepare daily, weekly and monthly reports as required.
 - 5) Coordinate utility relocations with appropriate agencies.

4. Lead Field Inspector

- a. A minimum of six (6) years' construction inspection experience in public works or similar projects or a four-year degree in the field of civil engineering, transportation and four years of similar construction experience is desired.
- b. 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.

5. Field Inspector

- a. Two (2) years' construction inspection experience in public works or similar projects or a four-year degree in the field of civil transportation engineering is desired.
- b. 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.

6. Structural Representative

- a. A minimum of six (6) years' of bridge or structural construction inspection as related to major public works projects and a four-year degree in civil engineering is desired.
- b. A minimum of four (4) years as a Structural Representative on major public works

projects.

- c. Licensed Professional Civil Engineer in the State of California.
- d. Knowledge of stress analysis, structural mechanics, and strength of materials.
- e. A thorough understanding of Cal-OSHA practices and procedures.
- f. Knowledge of Caltrans and Greenbook construction practices and the physical characteristics and properties of various bridge construction materials including concrete.
- g. Experience in the following areas: foundations, pile driving, concrete prestressing, bridge deck construction, cast-in-place wall construction, falsework, and shoring.
- h. Ability to work independently. Ability to perform duties in the construction field office and effectively make decisions concerning construction work in progress and solving field problems.
- i. Ability to direct the efforts of subordinate inspectors.
- j. Ability to use an automatic level and transit for the purpose of verifying line and grade.
- k. Thorough understanding of Caltrans field methods, practices, and construction office procedures. The Structural Representative shall assume the following functional responsibilities:
 - 1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of structural construction such as bridges, foundations, walls, falsework, shoring, and drainage structures.
 - 2) Make grade, alignment, quantity, falsework, and shoring calculations.
 - 3) Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project. Coordinate the sampling and testing of construction materials to monitor compliance with contract specifications.
 - 4) Monitor and track Contractor progress. Prepare daily, weekly, and monthly reports as required.
 - 5) Coordinate with Resident Engineer, as well as the Construction Staking and Material Testing consultants.
 - 6) Direct the daily activities of subordinate inspectors.

7. Structural Inspector

- a. A minimum of four (4) years' of bridge design or structural construction inspection as related to Caltrans or major public works projects and a four-year degree in civil or structural engineering is desired.
- b. Knowledge of stress analysis, structural mechanics, and strength of materials.
- c. A thorough understanding of Cal-OSHA practices and procedures.
- d. Knowledge of construction practices and the physical characteristics and properties of various highway bridge construction materials including concrete.
- e. Experience in one or more of the following areas: pile driving, concrete prestressing, bridge deck construction, retaining wall construction, falsework, and

shoring.

- f. Ability to work independently and make minor decisions concerning construction work in progress and to solve field and office problems.
- g. Ability to use an automatic level and transit for the purpose of verifying line and grade.
- h. Understanding of Caltrans construction methods and practices. The Structural Inspector will assume the following functional responsibilities:
 - 1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of structural construction such as bridges, foundation, walls, falsework, shoring, and drainage structures.
 - 2) Make grade, alignment, quantity, falsework, and shoring calculations.
 - 3) Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
 - 4) Sampling and testing of construction materials to monitor compliance with contract specifications and Caltrans Quality Assurance Program.

8. Office Engineer

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

9. Materials Testing/Source Inspection Project Manager

- a. A minimum four (4) years' project management experience on a similar highway/bridge construction project is desired.

- b. Licensed Civil Engineer in the State of California.
- c. Ability to use typical computer programs including word processing and spreadsheets.
- d. The Materials Testing/Source Inspection Project Manager will assume the following functional responsibilities:
 - 1) Review, monitor, train, and provide general direction for CONSULTANT's laboratory, field and source inspection personnel.
 - 2) Assign personnel to projects on an as-needed basis in coordination with the Resident Engineer.
 - 3) Administer personal leave, subject to approval of the Resident Engineer.
 - 4) Prepare monthly reports for delivery to the Resident Engineer.
 - 5) Provide direction, administration, and responsibility for Materials Certification per Caltrans Construction Manual, Section 8-01.
 - 6) Assist 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) Serve as project Structural Materials Representative (SMR) per Caltrans requirements.
 - 8) 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 Construction Manager.

10. Materials Technicians

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

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

assigned to this classification are:

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

2) CONSTRUCTION TECHNICIAN II

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

- ii. Knowledge of currently accepted methods, procedures and techniques used in highway construction inspection, survey, materials testing, and quality control equipment.
- iii. Skill in interpersonal relations as applied to contact with contractors, representatives of other governmental jurisdictions, and other 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.

11. 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.

12. Field Party Chief(s)

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

13. Survey Crews

- a. Qualifications for survey crew members should include the following:
 - 1) A minimum of one (1) year of survey experience on similar construction projects is desired.
 - 2) Fundamental knowledge of construction survey practices and the ability to read and interpret plans and specifications.
 - 3) Ability to assist Party Chiefs and office personnel in all required surveying work.
 - 4) One survey crew member must have the ability to assume temporary leadership of the survey party in the absence of the Party Chief.
- b. Under the direction of the Resident Engineer and the Party Chief, the survey crew members will assume the following responsibilities:
 - 1) Perform basic calculations to support construction staking.
 - 2) Maintain continuous communication with Party Chiefs and office personnel.

END OF SCOPE OF WORK

EXHIBIT B

I-10 EB Truck Climbing Lane Project
 22-1002731
 Dynamic Engineering Services, Inc.

Contract Totals			
	Dynamic Engineering Se	Hours	Cost
	Labor Costs	10088	\$1,597,431
	Other Direct Costs		\$ 86,666
Sub total		10088	\$ 1,684,097.11
	DEA	Hours	Cost
	Labor Costs	929	\$ 181,309.56
	Other Direct Costs		\$ 1,000.00
Sub total		929	\$ 182,309.56
	SYRUSA	Hours	Cost
	Labor Costs	5575	\$ 1,243,249.51
	Other Direct Costs		\$ 7,000.00
Sub total		5575	\$ 1,250,249.51
	Twining	Hours	Cost
	Labor Costs	971	\$ 154,630.76
	Other Direct Costs		\$ 122,028.00
Sub total		970.5	\$ 276,658.76
	ZT Consulting Group	Hours	Cost
	Labor Costs	510	\$ 68,807.04
	Other Direct Costs		\$ 26,100.00
Sub total		510	\$ 94,907.04
Contract Grand Total Amount		18,073	\$ 3,488,221.98

Cost/Price Form for Cost Plus Fixed Fee RFP

4.d

Consultant Dynamic Engineering Services, Inc.

Contract No. 22-1002731

Date 3/25/2022

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Project Manager/Resident Engineer	Chia-Chi Wang	2,256	75.00	85.00	\$80.00	\$180,480.00
Roadway Inspector*	TBD	2,880	65.00	75.00	\$70.00	\$201,600.00
Electrical Inspector*	TBD	304	65.00	75.00	\$70.00	\$21,280.00
Office Engineer/Support	TBD	2,520	28.00	32.00	\$30.00	\$75,600.00
Assist RE	Carny Ho	1,272	65.00	75.00	\$70.00	\$89,040.00
SWPPP Coordinator	TBD	288	65.00	75.00	\$70.00	\$20,160.00
Safety Inspector*	TBD	144	75.00	85.00	\$80.00	\$11,520.00
LC Monitoring	Chia-Chi Wang	160	75.00	85.00	\$80.00	\$12,800.00
Overtime Allocation	TBD	264	97.50	112.50	\$105.00	\$27,720.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00

10,088

Labor Costs

a) Subtotal Direct Labor Costs	\$ 640,200.00
b) Anticipated Salary Increases (see page 2 for sample)	\$ 6,693.00
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$ 646,893.00

Fringe Benefits

d) Fringe Benefits (Rate <u>34.610%</u> %)	e) Total Fringe Benefits [(c)x(d)]	\$ 223,889.67
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Indirect Costs

f) Overhead (Rate <u>89.880%</u> %)	g) Overhead [(c)x (f)]	\$ 581,427.43
h) General and Administrative (Rate <u>0.000%</u> %)	i) Gen & Admin [(c) x (h)]	\$ -
	j) Total Indirect Costs [(g)+(i)]	\$ 581,427.43

Fixed Fee (Profit)

n) (Rate <u>10.00%</u> %)	k) Fixed fee [(c) + (e) + (j)] x (n)	\$ 145,221.01
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Total Loaded Labor Costs

1,597,431.11

Other Direct Costs (ODC)

l) Travel/ Mileage Costs (supported by consultant actual costs)	\$ 14,976.00
m) Equipment Rental and Supplies (itemize) See attached Itemized ODC	\$ 17,690.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.	\$
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	\$ 54,000.00

p) Total Other Direct Costs [(l) + (m) + (n) + (o)]	\$ 86,666.00
Total cost [(c) + (e) + (j) + (k) + (p)]	\$ 1,684,097.11

Notes:

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

Attachment: Exhibit B (22-1002731) Cost Proposal 1 of 6 - summary [Revision 1] (8518 : I-10 Eastbound Truck Climbing Lane Award

Consultant Dynamic Engineering Services, Inc Contract No. 22-1002731 Date 3/25/2022

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
\$640,200.00 /	10088	= \$ 63.46	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 \$ 63.46 +	0%	=	\$ 63.46	Year 2 Avg Hourly Rate	
Year 2 \$ 63.46 +	3%	=	\$ 65.36	Year 3 Avg Hourly Rate	
Year 3 \$ 65.36 +	3%	=	\$ 67.32	Year 4 Avg Hourly Rate	
Year 4 \$ 67.32 +	3%	=	\$ 69.34	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 5.0% *	10088	= 504.4	Estimated Hours Year 1
Year 2 60.0% *	10088	= 6052.8	Estimated Hours Year 2
Year 3 35.0% *	10088	= 3530.8	Estimated Hours Year 3
Year 4 *	10088	= 0.0	Estimated Hours Year 4
Year 5 *	10088	= 0.0	Estimated Hours Year 5
Total 100.0%	Total	= 10088	

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

Avg Hourly Rate (Calculated above)	Estimated hours (Calculated above)	Cost Per Year	
Year 1 \$ 63.46 *	504.4	= \$ 32,009.22	Estimated Hours Year 1
Year 2 \$ 63.46 *	6052.8	= \$ 384,110.69	Estimated Hours Year 2
Year 3 \$ 65.36 *	3530.8	= \$ 230,773.09	Estimated Hours Year 3
Year 4 \$ 67.32 *	0.0	= \$ -	Estimated Hours Year 4
Year 5 \$ 69.34 *	0.0	= \$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =		\$ 646,893.00	
Direct Labor Subtotal before Escalation =		\$ 640,200.00	
Estimated Total of Direct Labor Salary Increase =		\$ 6,693.00	Transferred to page 1

Notes:

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

**I-10 East Bound Truck Climbing Lane Project
Dynamic Engineering Services, Inc.**

Consultant or Subconsultant Dynamic Engineering Services, Inc.Contract No. 22-1002731Date 03/28/22

SCHEDULE OF OTHER DIRECT COST ITEMS			
Description of Items	Unit	Unit Cost	Total
A. 3" Binders	30	\$ 15.00	\$ 450.00
B. 2" Binders	20	\$ 10.00	\$ 200.00
C. Pens/Pencils/Coloring pencils (Dozen)	12	\$ 20.00	\$ 240.00
D. Drafting papers various sizes (Dozen)	14	\$ 200.00	\$ 2,800.00
E Post it notes/Highlighters/Straight Edges/Tape Dispensers/ Whiteout/Scissors/ Staple Removers/Stapler Remover/paper clips and binder clips (Actual Costs)	FA	\$ 2,000.00	\$ 2,000.00
F Insurance Premiun Increase	1	\$ 10,000.00	\$ 10,000.00
G Printing, Contract Plan and SSP	10	\$ 200.00	\$ 2,000.00
H Specialty Services (Scheduling)	300	\$ 180.00	\$ 54,000.00
I Mileage Reimbursement (miles over 25 miles each way)	25600	\$ 0.585	\$ 14,976.00
320 WD * (1+0.6) * 50 miles/WD = 25600			
TOTAL ODC's =			\$ 86,666.00

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.

Cost/Price Form for Cost Plus Fixed Fee RFP

Consultant David Evans and Associates, Inc.Contract No. 22-1002731Date 3/22/2022

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Survey Manager	Robert D. Vasquez, PLS	40	80.00	100.00	\$90.00	\$3,600.00
Sr Project Surveyor	Brian Gilloly, PLS	0	70.00	90.00	\$80.00	\$0.00
Project Surveyor	Doug Fulde, PLS	0	60.00	75.00	\$67.50	\$0.00
Survey Analyst	Steven Steinhoff, LSIT	0	50.00	60.00	\$55.00	\$0.00
Survey CADD	Jeremy Schiff, LSIT	0	35.00	50.00	\$42.50	\$0.00
Project Coordinator	Felicia Mantz	24	30.00	40.00	\$35.00	\$840.00
Admin	Carina Vitug	15	25.00	35.00	\$30.00	\$450.00
PLS Party Chief *	Jerry Woodrow, PLS	150	60.00	75.00	\$67.50	\$10,125.00
Survey Party Chief *	Robert Muro	350	55.00	65.00	\$60.00	\$21,000.00
Survey Instrumentman *	Michael Balderston	350	52.00	62.00	\$57.00	\$19,950.00
Survey Apprentice *	Kyle Yenulonis	0	41.00	51.00	\$46.00	\$0.00

Labor Costs

a) Subtotal Direct Labor Costs	\$ 55,965.00
b) Anticipated Salary Increases (see page 2 for sample)	\$ 3,449.20
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$ 59,414.20

Fringe Benefits

d) Fringe Benefits (Rate <u>60.000%</u> %)	e) Total Fringe Benefits [(c)x(d)]	\$ 35,648.52
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Indirect Costs

f) Overhead (Rate <u>117.420%</u> %)	g) Overhead [(c)x (f)]	\$ 69,764.15
h) General and Administrative (Rate <u>0.000%</u> %)	i) Gen & Admin [(c) x (h)]	\$ -
j) Total Indirect Costs [(g)+(i)]		\$ 69,764.15

Fixed Fee (Profit)

n) (Rate <u>10.00%</u> %)	k) Fixed fee [(c) + (e) + (j)] x (n)	\$ 16,482.69
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Total Loaded Labor Costs181,309.56**Other Direct Costs (ODC)**

l) Travel/ Mileage Costs (supported by consultant actual costs)	\$ 1,000.00
m) Equipment Rental and Supplies (itemize)	\$
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.	\$
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	\$
p) Total Other Direct Costs [(l) + (m) + (n) + (o)]	\$ 1,000.00
Total cost [(c) + (e) + (j) + (k) + (p)]	\$ 182,309.56

Notes:

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

Consultant David Evans and Associates, Inc. Contract No. 22-1002731 Date 3/22/2022

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
\$ 55,965.00 /	929	= \$ 60.24	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 \$ 60.24 +	4%	=	\$ 62.65	Year 2 Avg Hourly Rate	
Year 2 \$ 62.65 +	4%	=	\$ 65.16	Year 3 Avg Hourly Rate	
Year 3 \$ 65.16 +	4%	=	\$ 67.77	Year 4 Avg Hourly Rate	
Year 4 \$ 67.77 +	4%	=	\$ 70.48	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% *	929	= 232.3	Estimated Hours Year 1
Year 2 25.0% *	929	= 232.3	Estimated Hours Year 2
Year 3 25.0% *	929	= 232.3	Estimated Hours Year 3
Year 4 25.0% *	929	= 232.3	Estimated Hours Year 4
Year 5 25.0% *	929	= 0.0	Estimated Hours Year 5
Total 100.0%	Total	= 929	

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

Avg Hourly Rate (Calculated above)	Estimated hours (Calculated above)	Cost Per Year	
Year 1 \$ 60.24 *	232.3	= \$ 13,990.74	Estimated Hours Year 1
Year 2 \$ 62.65 *	232.3	= \$ 14,550.46	Estimated Hours Year 2
Year 3 \$ 65.16 *	232.3	= \$ 15,133.41	Estimated Hours Year 3
Year 4 \$ 67.77 *	232.3	= \$ 15,739.58	Estimated Hours Year 4
Year 5 \$ 70.48 *	0.0	= \$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =		\$ 59,414.20	
Direct Labor Subtotal before Escalation =		\$ 55,965.00	
Estimated Total of Direct Labor Salary Increase =		\$ 3,449.20	Transferred to page 1

Notes:

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

**I-10 East Bound Truck Climbing Lane Project
Dynamic Engineering Services, Inc.**

Consultant or Subconsultant DEAContract No. 22-1002731Date 03/28/22

SCHEDULE OF OTHER DIRECT COST ITEMS			
Description of Items	Unit	Unit Cost	Total
A. Mileage Reimbursement by IRA rate	1710	\$ 0.585	\$ 1,000.35
B.			
C.			
D.			
E.			
F.			
G.			
H.			
I.			
TOTAL ODC's =			\$ 1,000.35

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.

Cost/Price Form for Cost Plus Fixed Fee RFP

4.d

Consultant SYRUSA Engineering, Inc.

Contract No. TBD

Date 3/16/2022

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Structures Representative	Faisal Zahlout/Jose Corona	1,200	120.00	130.00	\$125.00	\$150,000.00
Structure Inspector	Robert Bersbach/Ryan Vantine/Adriana Jimenz	1,775	85.00	95.00	\$90.00	\$159,750.00
Roadway Inspector	Robert Bersbach/Ryan Vantine/Adriana Jimenz	2,600	85.00	90.00	\$87.50	\$227,500.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00

Labor Costs

a) Subtotal Direct Labor Costs	\$ 537,250.00
b) Anticipated Salary Increases (see page 2 for sample)	\$ 953.25
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$ 538,203.25

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>110.000%</u> %)	g) Overhead [(c)x (f)]	\$ 592,023.58
h) General and Administrative (Rate <u>0.000%</u> %)	i) Gen & Admin [(c) x (h)]	\$ -
j) Total Indirect Costs [(g)+(i)]		\$ 592,023.58

Fixed Fee (Profit)

n) (Rate <u>10.00%</u> %)	k) Fixed fee [(c) + (e) + (j)] x (n)	\$ 113,022.68
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Total Loaded Labor Costs

1,243,249.51

Other Direct Costs (ODC)

l) Travel/ Mileage Costs (supported by consultant actual costs)	\$
m) Equipment Rental and Supplies (itemize)	\$ 7,000.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.	\$
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	\$

p) Total Other Direct Costs [(l) + (m) + (n) + (o)]	\$ 7,000.00
Total cost [(c) + (e) + (j) + (k) + (p)]	\$ 1,250,249.51

Notes:

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

Attachment: Exhibit B (22-1002731) Cost Proposal 1 of 6 - summary [Revision 1] (8518 : I-10 Eastbound Truck Climbing Lane Award

Consultant SYRUSA Engineering, Inc. Contract No. TBD Date 3/16/2022

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
\$537,250.00 /	5575	= \$ 96.37	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 \$ 96.37 +	0%	=	\$ 96.37	Year 2 Avg Hourly Rate
Year 2 \$ 96.37 +	5%	=	\$ 101.19	Year 3 Avg Hourly Rate
Year 3 \$ 101.19 +	5%	=	\$ 106.25	Year 4 Avg Hourly Rate
Year 4 \$ 106.25 +	5%	=	\$ 111.56	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 5.0% *	5575	= 278.8	Estimated Hours Year 1
Year 2 91.5% *	5575	= 5101.1	Estimated Hours Year 2
Year 3 3.5% *	5575	= 195.1	Estimated Hours Year 3
Year 4 0.0% *	5575	= 0.0	Estimated Hours Year 4
Year 5 0.0% *	5575	= 0.0	Estimated Hours Year 5
Total 100.0%	Total	= 5575	

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

Avg Hourly Rate (Calculated above)	Estimated hours (Calculated above)	Cost Per Year	
Year 1 \$ 96.37 *	278.8	= \$ 26,863.14	Estimated Hours Year 1
Year 2 \$ 96.37 *	5101.1	= \$ 491,595.42	Estimated Hours Year 2
Year 3 \$ 101.19 *	195.1	= \$ 19,744.70	Estimated Hours Year 3
Year 4 \$ 106.25 *	0.0	= \$ -	Estimated Hours Year 4
Year 5 \$ 111.56 *	0.0	= \$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =		\$ 538,203.25	
Direct Labor Subtotal before Escalation =		\$ 537,250.00	
Estimated Total of Direct Labor Salary Increase =		\$ 953.25	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. The actual allowable escalation is per Contract Section ????
- Estimated yearly percent completed from resource loaded schedule

**I-10 East Bound Truck Climbing Lane Project
Dynamic Engineering Services, Inc.**

Consultant or Subconsultant SYRUSA Engineering Inc.

Contract No. 22-1002731

Date 03/28/22

SCHEDULE OF OTHER DIRECT COST ITEMS			
Description of Items	Unit	Unit Cost	Total
A. Profilograph, Bridge	2	\$ 3,500.00	\$ 7,000.00
B.			
C.			
D.			
E.			
F.			
G.			
H.			
I.			
TOTAL ODC's =			\$ 7,000.00

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.

Cost/Price Form for Cost Plus Fixed Fee RFP

4.d

Consultant Twining Inc

Contract No. 22-1002731

Date 3/22/2022

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
QA Testing Project Manager	Sammy Daghighi, PE.	180	91.35	95.92	\$93.64	\$16,855.20
Technical Advisor, CRCP, JPCP	Boris Stein, DSc	33	114.08	119.78	\$116.93	\$3,800.23
Pavement Engineer	Amir Ghavibazoo, PhD	10	72.04	75.65	\$73.85	\$738.50
Lead Inspector-Soil/Agg	Bryan Dorsch	248	52.26	52.26	\$52.26	\$12,960.48
Concrete Tech	Joe Wallen	84	52.26	52.26	\$52.26	\$4,389.84
CRCP/JPCP Inspector	Michael Nunez	324	52.26	52.26	\$52.26	\$16,932.24
HMA Inspector	Shawn Snowdale	92	52.26	52.26	\$52.26	\$4,807.92
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00

Labor Costs

a) Subtotal Direct Labor Costs	\$ 60,484.41
b) Anticipated Salary Increases (see page 2 for sample)	\$ 541.60
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$ 61,026.01

Fringe Benefits

d) Fringe Benefits (Rate <u>74.000%</u> %)	e) Total Fringe Benefits [(c)x(d)]	\$ 45,159.25
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Indirect Costs

f) Overhead (Rate <u>51.350%</u> %)	g) Overhead [(c)x (f)]	\$ 31,336.86
h) General and Administrative (Rate <u>5.000%</u> %)	i) Gen & Admin [(c) x (h)]	\$ 3,051.30
j) Total Indirect Costs [(g)+(i)]		\$ 34,388.16

Fixed Fee (Profit)

n) (Rate <u>10.00%</u> %)	k) Fixed fee [(c) + (e) + (j)] x (n)	\$ 14,057.34
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Total Loaded Labor Costs

154,630.76

Other Direct Costs (ODC)

l) Travel/ Mileage Costs (supported by consultant actual costs)	\$ 3,500.00
m) QA Material Testing (itemize)	\$ 118,528.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.	\$
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	\$
p) Total Other Direct Costs [(l) + (m) + (n) + (o)]	\$ 122,028.00
Total cost [(c) + (e) + (j) + (k) + (p)]	\$ 276,658.76

Notes:

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

Attachment: Exhibit B (22-1002731) Cost Proposal 1 of 6 - summary [Revision 1] (8518 : I-10 Eastbound Truck Climbing Lane Award

Consultant Twining Inc Contract No. 22-1002731 Date 3/22/2022

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
\$ 60,484.41 /	970.5	= \$ 62.32	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 \$ 62.32 +	3%	=	\$ 64.19	Year 2 Avg Hourly Rate	
Year 2 \$ 64.19 +	3%	=	\$ 66.12	Year 3 Avg Hourly Rate	
Year 3 \$ 66.12 +	3%	=	\$ 68.10	Year 4 Avg Hourly Rate	
Year 4 \$ 68.10 +	3%	=	\$ 70.14	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% *	970.5	= 679.4	Estimated Hours Year 1
Year 2 30.0% *	970.5	= 291.2	Estimated Hours Year 2
Year 3 *	970.5	= 0.0	Estimated Hours Year 3
Year 4 *	970.5	= 0.0	Estimated Hours Year 4
Year 5 *	970.5	= 0.0	Estimated Hours Year 5
Total 100.0%	Total	= 970.5	

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

Avg Hourly Rate (Calculated above)	Estimated hours (Calculated above)	Cost Per Year	
Year 1 \$ 62.32 *	679.4	= \$ 42,337.09	Estimated Hours Year 1
Year 2 \$ 64.19 *	291.2	= \$ 18,688.92	Estimated Hours Year 2
Year 3 \$ 66.12 *	0.0	= \$ -	Estimated Hours Year 3
Year 4 \$ 68.10 *	0.0	= \$ -	Estimated Hours Year 4
Year 5 \$ 70.14 *	0.0	= \$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =		\$ 61,026.01	
Direct Labor Subtotal before Escalation =		\$ 60,484.41	
Estimated Total of Direct Labor Salary Increase =		\$ 541.60	Transferred to page 1

Notes:

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

San Bernardino County Transportation Authority (SBCTA)
I-10 East Bound Truck Climbing Lane Construction Management Services

SCHEDULE OF DIRECT COST ITEMS			
Consultant or Subconsultant: <u>Twining, Inc.</u>		<u>Contract No. 1002731</u>	
		<u>Date: 3/17/2022</u>	
Description of Items			
Continiously Reinforced Concrete Pavement (CRCP)	Units	Unit Cost	Total
Sieve Analysis (CT 202)	45	\$ 120.00	\$ 5,400.00
Aggregate Moisture Content CT 226)	15	\$ 25.00	\$ 375.00
Sand Equivalent (CT 217)	15	\$ 125.00	\$ 1,875.00
Cleanness Value (CT 227)	15	\$ 175.00	\$ 2,625.00
Los Angeles Rattler (CT 211)	4	\$ 175.00	\$ 700.00
Organic Impurities (CT 213)	1	\$ 90.00	\$ 90.00
Durability Index (CT 229)	1	\$ 210.00	\$ 210.00
Specific Gravity and Absorption (CT 206, CT 207)	3	\$ 165.00	\$ 495.00
Soundness (CT 214)	2	\$ 450.00	\$ 900.00
Flexural Strength Testing (CT 523)	90	\$ 133.00	\$ 11,970.00
Subtotal			\$ 24,640.00
Jointed Plain Concrete Pavement (JPCP)	Units	Unit Cost	Total
Sieve Analysis (CT 202)	63	\$ 120.00	\$ 7,560.00
Aggregate Moisture Content CT 226)	21	\$ 25.00	\$ 525.00
Sand Equivalent (CT 217)	21	\$ 125.00	\$ 2,625.00
Cleanness Value (CT 227)	21	\$ 175.00	\$ 3,675.00
Los Angeles Rattler (CT 211)	4	\$ 175.00	\$ 700.00
Organic Impurities (CT 213)	1	\$ 90.00	\$ 90.00
Durability Index (CT 229)	1	\$ 210.00	\$ 210.00
Specific Gravity and Absorption (CT 206, CT 207)	3	\$ 165.00	\$ 495.00
Soundness (CT 214)	2	\$ 450.00	\$ 900.00
Flexural Strength Testing (CT 523) - Pick up Included	126	\$ 133.00	\$ 16,758.00
Subtotal			\$ 33,538.00
Structural Concrete	Units	Unit Cost	Total
Sieve Analysis (CT 202)	60	\$ 120.00	\$ 7,200.00
Aggregate Moisture Content CT 226)	20	\$ 25.00	\$ 500.00
Sand Equivalent (CT 217)	20	\$ 125.00	\$ 2,500.00
Cleanness Value (CT 227)	20	\$ 175.00	\$ 3,500.00
Los Angeles Rattler (CT 211)	4	\$ 200.00	\$ 800.00
Organic Impurities (CT 213)	1	\$ 90.00	\$ 90.00
Durability Index (CT 229)	1	\$ 210.00	\$ 210.00
Specific Gravity and Absorption (CT 206, CT 207)	3	\$ 165.00	\$ 495.00
Soundness (CT 214)	2	\$ 450.00	\$ 900.00
Compressive Strength of Cylinders (CT 521) - Pick up Included	60	\$ 55.00	\$ 3,300.00
Subtotal			\$ 19,495.00

San Bernardino County Transportation Authority (SBCTA)
I-10 East Bound Truck Climbing Lane Construction Management Services

Hot Mix Asphalt (HMA)	Units	Unit Cost	Total
Sieve Analysis (CT 202)	16	\$ 120.00	\$ 1,920.00
Sand Equivalent (CT 217)	10	\$ 125.00	\$ 1,250.00
Crushed Particles (AASHTO 335)	4	\$ 175.00	\$ 700.00
Los Angeles Rattler (AASHTO T96)	4	\$ 200.00	\$ 800.00
Flat and Elongated Particles (ASTM D4791)	4	\$ 240.00	\$ 960.00
Fine Aggreage Angularity (AASHTO T304)	4	\$ 190.00	\$ 760.00
Asphalt Binder Content (CT 382)	13	\$ 160.00	\$ 2,080.00
Asphalt Binder Content Correction Factor (CT 382)	3	\$ 350.00	\$ 1,050.00
HMA Moisture Content (CT 370)	1	\$ 85.00	\$ 85.00
Maximum Theoretical Specific Gravity (CT 309)	13	\$ 160.00	\$ 2,080.00
Gyratory Compacted Specimens CT 308)	18	\$ 90.00	\$ 1,620.00
Core Densities (CT308)	45	\$ 55.00	\$ 2,475.00
Hamburg Wheel Track (AASHTO T324)	3	\$ 1,100.00	\$ 3,300.00
Moisture Susceptibility (AASHTO T283)	3	\$ 1,000.00	\$ 3,000.00
Subtotal			\$ 22,080.00
Aggregate Subbase (Class 2)	Units	Unit Cost	Total
Sieve Analysis (CT 202)	3	\$ 240.00	\$ 720.00
Sand Equivalent (CT 217)	3	\$ 125.00	\$ 375.00
R-Value (CT 301)	3	\$ 490.00	\$ 1,470.00
Maximum Wet Density (CT216)	8	\$ 190.00	\$ 1,520.00
Subtotal			\$ 4,085.00
Aggregate Base (Class 2)	Units	Unit Cost	Total
Sieve Analysis (CT 202)	6	\$ 240.00	\$ 1,440.00
Sand Equivalent (CT 217)	6	\$ 125.00	\$ 750.00
R-Value (CT 301)	6	\$ 490.00	\$ 2,940.00
Durability Index (CT 229)	1	\$ 210.00	\$ 210.00
Maximum Wet Density (CT216)	10	\$ 190.00	\$ 1,900.00
Subtotal			\$ 7,240.00
Earthwork (Embankment & Strucutre Backfill)	Units	Unit Cost	Total
Sieve Analysis (CT 202)	10	\$ 240.00	\$ 2,400.00
Sand Equivalent (CT 217)	10	\$ 125.00	\$ 1,250.00
Maximum Wet Density (CT216)	20	\$ 190.00	\$ 3,800.00
Subtotal			\$ 7,450.00

TOTAL \$ 118,528.00

Cost/Price Form for Cost Plus Fixed Fee RFP

4.d

Consultant ZT Consulting Group, Inc.

Contract No. 22-1002731

Date 3/22/2022

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Senior Quality Engineer	Farzad Tasbihgoo, PE, CQA, CWI	90	70.00	90.00	\$80.00	\$7,200.00
Lead Inspector	Andrew Soria, PCI III, CWI, NACE 2	80	50.00	70.00	\$60.00	\$4,800.00
Quality Engineer	Derick Hobbs, CQA, PCI II	180	40.00	60.00	\$50.00	\$9,000.00
QA Inspector	Nathan Liszewski, CWI, NDT UT/MT	80	45.00	60.00	\$52.50	\$4,200.00
QA Inspector	Paul Mortsof, PCI II, ACI I	80	45.00	60.00	\$52.50	\$4,200.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00

Labor Costs

a) Subtotal Direct Labor Costs	\$ 29,400.00
b) Anticipated Salary Increases (see page 2 for sample)	\$ 1,163.79
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$ 30,563.79

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>104.660%</u> %)	g) Overhead [(c)x (f)]	\$ 31,988.06
h) General and Administrative (Rate <u>0.000%</u> %)	i) Gen & Admin [(c) x (h)]	\$ -
	j) Total Indirect Costs [(g)+(i)]	\$ 31,988.06

Fixed Fee (Profit)

n) (Rate <u>10.00%</u> %)	k) Fixed fee [(c) + (e) + (j)] x (n)	\$ 6,255.19
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Total Loaded Labor Costs

68,807.04

Other Direct Costs (ODC)

l) Travel/ Mileage Costs (supported by consultant actual costs)	\$ 10,000.00
m) Equipment Rental and Supplies (itemize)	\$ -
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.	\$ -
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	\$ 16,100.00

p) Total Other Direct Costs [(l) + (m) + (n) + (o)]	\$ 26,100.00
Total cost [(c) + (e) + (j) + (k) + (p)]	\$ 94,907.04

Notes:

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

Attachment: Exhibit B (22-1002731) Cost Proposal 1 of 6 - summary [Revision 1] (8518 : I-10 Eastbound Truck Climbing Lane Award

Consultant ZT Consulting Group, Inc. Contract No. 22-1002731 Date 3/22/2022

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
\$ 29,400.00 /	510	= \$ 57.65	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 \$ 57.65 +	0%	=	\$ 57.65	Year 2 Avg Hourly Rate	
Year 2 \$ 57.65 +	3%	=	\$ 59.38	Year 3 Avg Hourly Rate	
Year 3 \$ 59.38 +	3%	=	\$ 61.16	Year 4 Avg Hourly Rate	
Year 4 \$ 61.16 +	3%	=	\$ 62.99	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 0.0% *	510	= 0.0	Estimated Hours Year 1
Year 2 20.0% *	510	= 102.0	Estimated Hours Year 2
Year 3 40.0% *	510	= 204.0	Estimated Hours Year 3
Year 4 30.0% *	510	= 153.0	Estimated Hours Year 4
Year 5 10.0% *	510	= 51.0	Estimated Hours Year 5
Total 100.0%	Total	= 510	

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

Avg Hourly Rate (Calculated above)	Estimated hours (Calculated above)	Cost Per Year	
Year 1 \$ 57.65 *	0.0	= \$ -	Estimated Hours Year 1
Year 2 \$ 57.65 *	102.0	= \$ 5,880.30	Estimated Hours Year 2
Year 3 \$ 59.38 *	204.0	= \$ 12,113.52	Estimated Hours Year 3
Year 4 \$ 61.16 *	153.0	= \$ 9,357.48	Estimated Hours Year 4
Year 5 \$ 62.99 *	51.0	= \$ 3,212.49	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =		\$ 30,563.79	
Direct Labor Subtotal before Escalation =		\$ 29,400.00	
Estimated Total of Direct Labor Salary Increase =		\$ 1,163.79	Transferred to page 1

Notes:

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

EXHIBIT 10-H1 COST PROPOSAL (EXAMPLE #1) PAGE 3 OF 4
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant ZT Consulting Group, Inc.Contract No. 22-1002731Date 3/22/2022

Estimate of Other Direct Cost (ODC)

Material Testing Summary of Cost		Units	Cost per Unit	Cost
1)	Epoxy Coated Bars	16	\$ 150.00	\$2,400.00
2)	Elastomer Seal	2	\$ 1,200.00	\$2,400.00
3)	Splices - Mechanical or Hoops or Headed Bars	30	\$ 180.00	\$5,400.00
4)	Bearing Pads	2	\$ 575.00	\$1,150.00
5)	Structural Fasteners - Anchor Rods	10	\$ 350.00	\$3,500.00
6)	Structural Fasteners - High Strength Bolts	5	\$ 250.00	\$1,250.00
7)	Strands	0	\$ 150.00	\$0.00
8)	Masonry Blocks	0	\$ 150.00	\$0.00

\$16,100.00

Travel Cost - Per Caltrans Policies (Note 1)		Units	Cost per Unit	Cost
1)	Travel per Note 1 - Per Trip	16	\$ 600.00	\$9,600.00
2)	Mileage Per IRS	684	\$ 0.585	\$400.00

\$10,000.00

Total ODC **\$26,100.00**

Notes

1. Pre-approved travel and Per Diem will be reimbursed in accordance with the current Caltrans Travel Guide for consultants, and detailed in executed Task Order Cost Estimates. No charge will be invoiced for employee relocation costs.

MINUTES OF 2021 ANNUAL MEETING OF BOARD OF DIRECTORS OF

Dynamic Engineering Services, Inc.

October 16, 2021

The annual meeting of the Board of Directors of Dynamic Engineering Services, Inc. (the "Corporation") was held on the date the time and the place, and prefixed to the minutes of this meeting.

Directors Present:

Victor Moore

Chia-Chi Wang

Call to Order

Chia-Chi Wang called the meeting to order at 9:00 am and Chia-Chi Wang recorded the minutes. A quorum of directors was present and the meeting, has been duly convened, and was ready to proceed with business.

President Report

- Shareholders elected Chia-Chi Wang to be the Chief Executive Officer and Principal in Charge and Victor Moore to be the Chief Financial Officer and Executive Vice President for next year
- Pursued 21 projects this to date; won 8 projects as sub-consultant.
- Hired 1 new employees, Nate Battle as Roadway Inspector for various project.

Other Business

- It is proposed to replace existing vehicles due to their service year and high mileages and order 2 new vehicles in 2022
All Agreed. Action: CFO
- It is proposed to seeking more priming opportunities instead of subbing to other firms on projects.
All agreed. Action: CEO
It is proposed to seek and hire 1 to 2 new employees in 2022 to support upcoming projects.
All agreed. Action: CEO
- Reconfirmed that both Victor Moore, CFO, and Chia-Chi Wang, CEO, are the authorized signatory and who can sign/bind contract on behalf of Dynamic Engineering Services, Inc.

Adjournment

There being no further business to come before the meeting, the meeting was adjourned at 9:30 am.

Submitted by:



Chia-Chi Wang, Secretary

Minute Action

AGENDA ITEM: 5

Date: May 12, 2022

Subject:

Amendment No. 5 to Contract No. C14045 with AECOM Technical Services, Inc., for Professional Services for the State Route 60 Central Avenue 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:

A. Approve Amendment No. 5 to Contract No. C14045 (15-1001251) with AECOM Technical Services, Inc. (AECOM), for Professional Services on the State Route 60 Central Avenue Interchange Project, to increase the contract total for additional construction support in the amount of \$95,000, for a revised total contract amount of \$2,948,580.01.

B. Approve an exception to the Procurement and Special Risk Assessment Policy No. 11000 and extend the termination date of Professional Services Contract No. C14045 (15-1001251) with AECOM to December 31, 2023, which is beyond the five-year maximum term by approximately three years and eight months.

Background:

The State Route (SR) 60 Central Avenue Interchange Project (Project) proposes to widen the existing Central Avenue bridge over SR 60, widen both westbound and eastbound on-ramps, and improve both ramp intersections. The Project would improve local street circulation, facilitate freeway access for the City of Chino (City), and improve regional mobility. San Bernardino County Transportation Authority (SBCTA) and the City executed Cooperative Agreement No. R14050 in June 2014, whereby SBCTA would be the lead agency for all Project phases. Since then, the Project has progressed through the Project Initiation Document phase and Environmental & Preliminary Design phase. Currently, the Project is under construction and completion of work is planned for November 2022 with the Plant Establishment period through November 2023.

On March 25, 2015, SBCTA retained the services of AECOM Technical Services, Inc., (AECOM) under Professional Services Contract No. C14045, to perform Environmental and Design Services and deliver the Project through final design. The scope of work under Contract No. C14045 included preparation of the Project Study Report (PSR) under the Project Initiation Document phase, environmental studies and preliminary design under the Project Approval and Environmental Document (PA/ED) phase, final design under the Plans, Specifications, and Estimates (PS&E) phase, and Right-of-Way and construction design support. Project initiation work began in May 2015 to prepare the PSR. Amendments No. 1 and No. 2 were approved in September 2018 and December 2018, respectively, in order to address changes to the scope of the Project resulting from refinements as it progressed through preliminary design. Amendment No. 3 was approved in January 2020 to extend the performance period to allow the Project to progress through the end of the final design phase and to allow support during advertisement of the Project. Amendment No. 4 was approved in January 2020 to address further changes to the

Entity: San Bernardino County Transportation Authority

scope of the Project arising during the final design stages and to extend the performance period through construction.

In October 2020, bids were opened for the construction of the Project and the Notice to Proceed was issued to the contractor in February 2021. Since then, construction activities have proceeded accordingly with completion of the widening of the east half of the Central Avenue bridge to date. Since the construction of the Project began, design services from AECOM were needed to support construction Request for Information (RFI) inquiries from the contractor, perform design calculations to analyze changes to Project features, support utility coordination during construction, and support about 14 contract change orders from SBCTA's construction management team. Based on a review of the remaining design construction support budget for AECOM, staff is proposing to amend Contract No. C14045 and increase the contract in the amount of \$95,000, to supplement the construction design support budget for future design tasks through completion of the Project. Because most of the design support activities address unanticipated construction matters, staff is utilizing recent invoiced amounts from the past months to estimate the proposed budget augmentation to get the Project through completion. Staff is recommending the Board of Directors (Board) approve Amendment No. 5 to Contract No. C14045 and increase the contract amount by \$95,000 for an amended contract total of \$2,948,580.01. Staff is also recommending that the Board approve a contract time extension for Contract No. C14045 through December 31, 2023 to allow AECOM sufficient time to prepare the Project as-built plans and support closeout activities. This termination date places the contract duration approximately three years and eight months beyond the five-year contract term under SBCTA's Procurement and Special Risk Assessment Policy No. 11000. AECOM was selected through a competitive procurement process as the most qualified firm to perform design services for this Project based on a review of their proposal and an interview by a panel consisting of SBCTA, City, and California Department of Transportation (Caltrans) staff. AECOM has been providing competent services in execution of their contract. This amendment will provide the needed design support through construction closeout without disruption to the overall Project delivery. To date, the qualifications and performance, support processing this amendment with AECOM through Project completion. This amendment complies with Policy No. 11000, V.C.3.d, and V.C.f.iii, as AECOM is the best firm positioned to perform this work due to their unique knowledge of the Project.

Financial Impact:

This item is consistent with the Fiscal Year 2021/2022 Budget under Task No. 820, Sub-Task No. 893 (SR-60 Central Avenue Interchange).

Reviewed By:

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

Responsible Staff:

Kristi Harris, Construction Manager

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Approved
Board of Directors Metro Valley Study Session
Date: May 12, 2022
Witnessed By:

Contract Summary Sheet

5.a

General Contract Information

Contract No: 15-1001251 Amendment No.: 5
 Contract Class: Payable Department: Project Delivery
 Vendor No.: 00091 Vendor Name: AECOM Technical Services, Inc.

Description: State Route 60 Central Avenue Interchange Project Professional Services Contract

List Any Related Contract Nos.: 15-1001091

Dollar Amount							
Original Contract		\$	2,012,549.64	Original Contingency		\$	201,255.0
Prior Amendments		\$	644,011.37	Prior Amendments		\$	-
Prior Contingency Released		\$	197,019.00	Prior Contingency Released (-)		\$	(197,019.0
Current Amendment		\$	95,000.00	Current Amendment		\$	-
Total/Revised Contract Value		\$	2,948,580.01	Total Contingency Value		\$	4,236.0
	Total Dollar Authority (Contract Value and Contingency)					\$	2,952,816.0

Contract Authorization

Board of Directors Date: 6/1/2022 Committee Item #

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? No No Budget Adjustment
 Local Design N/A

Accounts Payable

Estimated Start Date: 4/6/2015 Expiration Date: 6/30/2022 Revised Expiration Date: 12/31/2023

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

							Total Contract Funding:		Total Contingency:	
							\$	2,948,580.01	\$	4,236.00
GL	4120	40	0830	0893	52005	41100000	3	MSI	1,214,814.96	1,745.23
GL	6120	40	0830	0893	52005	42405002	3	City of Chino	1,733,765.05	2,490.77
GL									-	-
GL									-	-
GL									-	-
GL									-	-
GL									-	-
GL									-	-
GL									-	-
GL									-	-
GL									-	-

Paul Melocoton

Project Manager (Print Name)

Henry Stultz

Task Manager (Print Name)

Additional Notes:

Attachment: CSS 15-1001251-05 [Revision 1] (8333 : Amendment No. 5 to Contract No. 15-1001251 with AECOM for the SR 60 Central Avenue

AMENDMENT NO. 5 TO CONTRACT NO. C14045**FOR****PROFESSIONAL SERVICES FOR PROJECT INITIATION DOCUMENTS, PROJECT REPORT & ENVIRONMENTAL DOCUMENT, AND PLANS, SPECIFICATIONS & ESTIMATES FOR THE STATE ROUTE 60 CENTRAL AVENUE INTERCHANGE PROJECT****(AECOM TECHNICAL SERVICES, INC.)**

This AMENDMENT No. 5 to Contract No. C14045 is made by and between AECOM Technical Services, Inc. ("CONSULTANT") and the San Bernardino County Transportation Authority ("SBCTA"). SBCTA and CONSULTANT are each a "Party" and collectively the "Parties" herein.

RECITALS:

- A. SBCTA, under Contract No. C14045 ("Contract"), engaged the services of CONSULTANT to provide professional services for preliminary engineering, environmental services, and preparation of plans, specifications, and estimates for the State Route (SR) 60 Central Avenue Interchange Project ("Project").
- B. On April 16, 2018, Project contingency in the amount of \$174,795.00 was authorized to allow CONSULTANT to develop landscape concepts, prepare material reports and geotechnical reports for proposed retaining walls due to addition of a third lane on both on-ramps, and address new changes to the California Department of Transportation (Caltrans) Ramp Metering Design Guidelines and Highway Design Manual.
- C. On August 16, 2018, Project contingency in the amount of \$22,224.00 was authorized to allow CONSULTANT to prepare final plans and specifications for a seismic retrofit of the existing bridge columns of the SR-60/Central Avenue Bridge.
- D. On September 12, 2018, the Parties entered into Amendment No. 1 to Contract to modify the subconsultant insurance provisions and increasing the contract price by \$99,906.00 for unanticipated work related to the addition of High Occupancy Vehicle (HOV) by-pass lanes for the Project.
- E. On December 5, 2018, the Parties entered into Amendment No. 2 to Contract increasing the contract price by \$244,741.62 to allow incorporation of additional design features in the final plans and specifications.
- F. In December 2019, the Parties entered into Amendment No. 3 to Contract extending its termination date from December 31, 2019 to April 30, 2020.
- G. In February 2020, the Parties entered into Amendment No. 4 to Contract to incorporate additional work and budget authorized pursuant to release of contingency in the amount of \$194,019.00 and added new design elements into the scope of work and increasing budget for new design elements totaling \$299,363.75.

- H. Parties desire to further amend Contract to increase contract amount by \$95,000 to allow work to supplement the design support during construction budget through Project closeout and extend contract termination date from June 30, 2022 through December 31, 2023.

NOW THEREFORE, the Parties agree to amend Contract No. C14045 as follows:

1. Section 4.1 is amended as follows:

“This Contract shall go into effect on April 1, 2015; contingent upon approval of SBCTA’s Awarding Authority, and CONSULTANT shall commence work after written notification to proceed by SBCTA’s Procurement Analyst. The Contract shall end on December 31, 2023, unless extended by written amendment.”

2. Section 5.11 is amended as follows:

“The total amount payable by SBCTA to CONSULTANT including the fixed fee shall not exceed \$2,948,580.01.”

3. The Recitals set forth above are incorporated herein by this reference.
4. Except as amended by this Amendment No. 5, all other provisions of the Contract, and amendments thereto, shall remain in full force and effect.
5. This Amendment No. 5 is effective on the date executed by SBCTA.

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

IN WITNESS WHEREOF, the authorized parties have signed below.

AECOM TECHNICAL SERVICES, INC.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Jeff G. Chapman
Vice President

By: _____
Curt Hagman
President, Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Juanda L. Daniel
Assitant General Counsel

CONCURRENCE

By: _____
Beatriz Valdez
Director of Special Projects and
Strategic Initiatives

Minute Action

AGENDA ITEM: 6

Date: May 12, 2022

Subject:

Interstate 215 University Parkway Interchange Project - Amendments to the Cooperative Agreements and Design Services Contract

Recommendation:

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

A. Approve Amendment No. 1 to Cooperative Agreement No. 19-1002205 with the City of San Bernardino for the Interstate 215 (I-215) University Parkway Interchange Project and increase the total project cost by \$2,509,100, consisting of an additional receivable amount from the City of San Bernardino of \$396,437 and additional Measure I Interchange Program Funds of \$2,112,663.

B. Approve Amendment No. 1 to Agreement No. 20-1002271 with HDR Engineering, Inc., for the Detailed Design phase of the I-215 University Parkway Interchange Project, increasing contract amount by \$400,000 for a new not-to-exceed contract amount of \$1,123,412.69 and a revised termination date of July 1, 2025.

C. Approve an exception to the Procurement and Special Risk Assessment Policy No. 11000 and extend the termination date of the Design and Environmental Services Contract No. 20-1002271 with HDR Engineering, Inc., to July 1, 2025, which is one (1) year beyond the five (5) year maximum term under Policy No. 11000.

D. Authorize the Executive Director, or his designee, to execute Amendment No. 2 to Cooperative Agreement No. 16-1001479 with the California Department of Transportation, upon General Counsel's final approval as to form, for the Project Approval and Environmental Document, the Plans, Specifications, and Estimates, and Right-of-Way phases for the I-215 University Parkway Interchange Project to reflect the current cost and funding plan.

Background:

Recommendation A:

The Interstate 215 (I-215) University Parkway Interchange project (Project) proposes to improve traffic operations and reduce congestion at I-215 and University Parkway in the City of San Bernardino (City). The project would replace the existing tight diamond interchange configuration into a Diverging Diamond Interchange (DDI) configuration which would address forecasted increases in traffic volumes in the area. The Project is currently in the Final Design and Right-of-Way (ROW) Phases. Staff is recommending to approve Amendment No. 1 to Cooperative Agreement No. 19-1002205 with the City for all Project development phases of the Project in order to update the estimated costs. Cost adjustments needed are described below:

I. Final Design and Design Support during Construction

In July 2020, the Project completed its Preliminary Design Phase, and with the selected alternative, final design efforts began. To date, the 60% plans have been completed and have

Entity: San Bernardino County Transportation Authority

been approved by the California Department of Transportation (Caltrans) which is performing oversight reviews on the Project. As part of the 60% design process, there were several design updates, changes, and new requirements that warrant additional efforts that were not accounted for in the original scope of work. Additional efforts include field studies and preparation of a geotechnical report for pavement design and for foundations of signage and lighting structures, incorporation of aesthetic improvements resulting from coordination between Caltrans, the City and San Bernardino County Transportation Authority (SBCTA), street light improvements, electrical system changes such as signal interconnect, video detection, and touchless pedestrian pushbuttons, and design support during construction, which was not included in the original contract. These changes increase the Project costs by \$400,000 for final design.

II. ROW Acquisition

Since the Project environmental approval in July 2020, staff began formal appraisals of properties needed to construct and operate the Project. Additionally, staff also began correspondence with property owners and/or their representatives. Taking into account formal appraisals and coordination with property owners, staff requested a cost update from SBCTA ROW agents and outside legal representatives to address various scenarios during the acquisition process. The cost estimate used in the original cooperative agreements were based on preliminary level design information and early pre-appraisal estimates. Additionally, refinements to Project design, considering the Project's potential effects on adjacent properties, led to acquisition of an additional property owned by Caltrans. The cost adjustment of \$2,109,100 for the ROW Phase accounts for estimated capital cost increases by SBCTA's ROW staff, additional properties needed, and corresponding support costs.

With completion at the 60% design, the project's capital estimate for construction costs were updated; however, based on discussions between SBCTA and City staff, any changes to construction costs will be deferred to the 100% Plans, Specifications and Estimate (PS&E) stage to assure the most accurate cost is reflected in the cooperative agreement. If the 100% PS&E stage construction costs exceed the amount in the cooperative agreement, an amendment will be taken back to the Board of Directors (Board) for consideration and approval. Funding for the Project cost increase in this cooperative agreement amendment will be covered by a combination of Measure I Interchange funds and City Developer Impact Fees. The increase to Measure I Interchange funds is within the amount included in the 2021 Update to the 10-Year Delivery Plan.

Recommendation B and C:

In response to design changes and design standards updates, staff discussed and negotiated a contract amendment with HDR Engineering, Inc. (HDR), who is the design consulting firm on the Project. With the design updates required, approval of Amendment No. 1 to Design Services Contract No. 20-1002271 with HDR, to increase the contract budget by \$400,000 is recommended. In April 2021, a contingency release was authorized in the amount of \$5,670 to allow HDR to prepare exhibits showing driveway improvements to two properties within the Project limits. In March 2022, a contingency release was also authorized in the amount of \$67,280.40 to allow HDR to perform additional unanticipated work that resulted from comments received from the review of the 65% design plans and specifications. Along with the San Bernardino County Transportation Authority

contingency release and the recommended amendment to the contract budget of \$400,000, the total revised contract budget for Design Services Contract No. 20-1002271 would be \$1,123,412.69, with a remaining contingency of \$3,095.10. This amendment is reflected in the updated funding table under Amendment No. 1 to Cooperative Agreement No. 19-1002205 with the City.

Additionally, staff is recommending that the Board approve an exception to the Procurement and Special Risk Assessment Policy No. 11000 and extend the termination date of Consulting Services Contract No. 20-1002271 with HDR Engineering, Inc., to July 1, 2025, which is one (1) year beyond the five (5) year maximum term under Policy No. 11000. This extension will allow HDR to assist with design support through construction including Project closeout activities such as preparation of Project as-built plans. HDR was selected through a competitive procurement process as the most qualified firm to perform design services for this Project based on a review of their proposal and an interview by a panel consisting of SBCTA, City, and Caltrans staff. HDR has provided competent services in execution of their contract; this amendment will allow completion of required identified tasks through the completion of final design and provide the needed design support through construction closeout without disruption to the overall Project delivery. The qualifications and performance, to date, support processing this amendment with HDR through Project completion. This amendment complies with Policy No. 11000 V.C.3.d and V.C.f.iii, as HDR is the best firm positioned to perform this work due to their unique knowledge of the project.

Recommendation D:

An amendment to Cooperative Agreement No. 16-1001479 with Caltrans is necessary to access the Federal funds planned to fund the cost increases described above. Because the draft amendment is not yet available and \$71,404 in the Federal Highway Infrastructure Program funding planned for the Project is subject to loss if not authorized by Caltrans this fiscal year, staff recommends the Board authorize the Executive Director, or his designee, to execute the amendment to Cooperative Agreement No. 16-1001479, upon General Counsel's final approval as to form, to reflect Project costs consistent with proposed Attachment A.1 to Amendment No. 1 to Agreement No. 19-1002205 in Recommendation A. The total Federal funds proposed for the Project are consistent with the 2021 Update to the 10-Year Delivery Plan.

Financial Impact:

This item is consistent with the Fiscal Year 2021/2022 Budget, under Task No. 820, Sub-Task No. 853 (I-215 University Parkway Interchange).

Reviewed By:

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

Responsible Staff:

Dennis Saylor, Project Manager

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Approved
Board of Directors Metro Valley Study Session
Date: May 12, 2022
Witnessed By:

Contract Summary Sheet

6.a

General Contract Information

Contract No: 19-1002205 Amendment No.: 1

Contract Class: Receivable Department: Project Delivery

Customer ID: 1901 Customer Name: City of San Bernardino

Description: I-215 University Parkway Interchange Cooperative Agreement for PA/ED, PS&E, ROW, and Construction

List Any Accounts Payable Related Contract Nos.: 15-1001217, 16-1001335, 16-1001359

Dollar Amount							
Original Contract		\$	1,827,821.13	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Current Amendment		\$	396,437.00	Current Amendment		\$	-
Total/Revised Contract Value		\$	2,224,258.13	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	2,224,258.13

Contract Authorization

Board of Directors Date: 6/1/2022 Committee Item #

Contract Management (Internal Purposes Only)

Local

Funding Agreement

Monthly

Accounts Receivable																							
Total Contract Funding:		\$			2,224,258.13			Funding Agreement No:		19-1002205													
Beginning POP Date:		6/30/2018			Ending POP Date:		12/31/2039			Final Billing Date:		12/31/2039											
Expiration Date:		12/31/2039																					
		Sub-			Sub-																		
Fund		Prog		Task		Task		Revenue		Total Contract Funding:		Fund		Prog		Task		Task		Revenue		Total Contract Funding:	
GL: 6010		40		0830		0853		42421010		2,224,258.13		GL:										-	
GL:										-		GL:										-	
GL:										-		GL:										-	
GL:										-		GL:										-	
GL:										-		GL:										-	

Paul Melocoton

Henry Stultz

Project Manager (Print Name)

Task Manager (Print Name)

Receivable Contract #16-1001561.

Additional Notes: Original City DIF receivable amount was \$1,995,621 under Agreement No. 16-1001335. An amount of \$167,799.87 was spent under No. 16-1001335, leaving a starting balance of \$1,827,821.13 for this agreement.

Attachment: CSS 19-1002205-01 [Revision 1] (8033 : I-215 University Pkwy Interchange Project - Amendments to City Coops and Design

AMENDMENT NO. 1 TO COOPERATIVE AGREEMENT NO. 19-1002205
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AND
CITY OF SAN BERNARDINO
FOR
PROJECT REPORT AND ENVIRONMENTAL DOCUMENT (PA/ED),
PLANS, SPECIFICATIONS AND ESTIMATE (PS&E), RIGHT-OF-WAY (ROW),
AND CONSTRUCTION PHASES FOR THE INTERCHANGE AT UNIVERSITY
PARKWAY AND INTERSTATE 215 (I-215) IN THE CITY OF SAN BERNARDINO

I. PARTIES

- A. This Amendment No. 1 (AMENDMENT) to Agreement 19-1002205 (AGREEMENT) is made by and between the San Bernardino County Transportation Authority (SBCTA) and the City of San Bernardino (CITY). SBCTA and CITY are each a "Party" and collectively the "Parties" herein.

II. RECITALS

- A. In November 2015, Parties entered into Cooperative Agreement No. 16-100335 to to define the roles and responsibilities and funding for improvements for the PA/ED, PS&E, and ROW phases for the interchange at University Parkway and I-215 in the limits of the City of San Bernardino (PROJECT), and
- B. Cooperative Agreement No. 16-100335 terminated on June 29, 2018, and
- C. The Parties entered into AGREEMENT in July 2019 which assumed the terms and conditions of Cooperative Agreement No. 16-100335 and had an effective date of June 30, 2018, and
- D. The estimated total cost of PROJECT has increased by \$2,509,100 from estimated total of \$15,327,916 to \$17,837,016, and
- E. Parties desire to amend AGREEMENT to define funding responsibilities for the estimated cost increase of PROJECT, and

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

1. Replace Attachment A in its entirety with the attached Attachment A.1
2. Except as amended by AMENDMENT, all other provisions of the AGREEMENT and amendments thereto shall remain in full force and effect and are incorporated herein by this reference.
3. AMENDMENT is deemed to be included and made part of the AGREEMENT.

4. The Recitals set forth above are incorporated herein by this reference.
5. AMENDMENT is effective upon execution by SBCTA.

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

DRAFT

IN WITNESS WHEREOF, Parties have duly executed
Amendment No. 1 to Agreement 19-1002205 below

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF SAN BERNARDINO

By: _____
Curt Hagman
President, Board of Directors

By: _____
Robert D. Field
City Manager

Date: _____

Date: _____

APPROVED AS TO FORM

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
Juanda L. Daniel
Assistant General Counsel

By: _____
Sonia R. Carvalho
City Attorney

Amendment No. 1 to Agreement 19-1002205

Attachment A.1

Project Scope:

Improve traffic operations at the I-215 University Parkway Interchange by improving freeway access to I-215 and improving local traffic flow on University Parkway by reconstructing existing interchange configuration into a Diverging Diamond Interchange (DDI).

Project Cost Estimate and Funding Shares

After application of buy-down funds, Project costs will be split according to the SBCTA Nexus Study with the Public Share at 84.2% and the Development/Local Share at 15.8%

	Estimated Costs	Buy-Down	Public Share	Development/Local Share
Project Approval and Environmental Document (PA/ED)	\$1,062,176	\$939,716	\$103,111	\$19,349
Design (PS&E)	\$1,203,856	\$1,103,855	\$84,201	\$15,800
Right of Way (ROW)	\$2,821,400	\$612,000	\$1,860,315	\$349,085
Construction	\$12,179,584	\$3,079,429	\$7,662,331	\$1,437,824
SBCTA Oversight	\$570,000	\$0	\$0	\$570,000
TOTAL	\$17,837,016	\$5,735,000	\$9,709,958	\$2,392,058

Project Milestones

Milestone	Actual / (Forecast)
Start of PA/ED	6/2017
Environmental Approval	7/2020
Ready to List	(12/2022)
Construction Notice to Proceed	(7/2023)
Construction Complete	(7/2024)

Contract Summary Sheet

6.c

General Contract Information

Contract No: 20-1002271 Amendment No.: 1Contract Class: Payable Department: Project DeliveryVendor No.: 00982 Vendor Name: HDR Engineering, Inc.Description: I-215 University Parkway Interchange Project Design and Environmental ServicesList Any Related Contract Nos.: 19-1002205

Dollar Amount			
Original Contract	\$	650,461.79	Original Contingency \$ 76,046.00
Prior Amendments	\$	72,950.90	Prior Amendments \$ (72,950.90)
Current Amendment	\$	400,000.00	Current Amendment \$ -
Total/Revised Contract Value	\$	1,123,412.69	Total Contingency Value \$ 3,095.10
Total Dollar Authority (Contract Value and Contingency)			\$ 1,126,507.79

Contract Authorization

Board of Directors Date: 6/1/2022 Committee Item #

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? No No Budget Adjustment

Federal/Local Design Monthly

Accounts Payable											
Estimated Start Date:		9/4/2019		Expiration Date:		7/1/2022		Revised Expiration Date:		7/1/2025	
NHS:		Yes		QMP/QAP:		No		Prevailing Wage:		Yes	
								Total Contract Funding:		Total Contingency:	
	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	1,123,412.69	\$ 3,095.10
GL:	2010	40	0830	0853	52005	42101017	3	STP		992,008.69	3,095.10
GL:	6010	40	0830	0853	52005	42421010	3	City of San Bernardino		9,480.00	-
GL:	4120	40	0830	0853	52005	41100000	3	Interchange MSI		50,520.00	-
GL:	2082	40	0830	0853	52005	42106847	3	HIP		71,404.00	-
GL:										-	-
GL:										-	-
GL:										-	-
GL:										-	-
GL:										-	-
GL:										-	-

Paul Melocoton

Henry Stultz

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes: In April 2021, \$5,670.50 of contingency was released into the contract and an additional contingency release of \$67,280.40 was released in March 2022. Original contingency was \$76,046.00 and current contingency balance is \$3,095.10.

Attachment: CSS 20-1002271-01 [Revision 4] (8033 : I-215 University Pkwy Interchange Project - Amendments to City Coops and Design

AMENDMENT NO. 1 TO CONTRACT NO. 20-1002271

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

HDR ENGINEERING INC.

FOR

I-215 UNIVERSITY PARKWAY INTERCHANGE DESIGN AND ENVIRONMENTAL SERVICES

I. PARTIES:

- A. This AMENDMENT No. 1 (AMENDMENT) to Contract No. 20-1002271 (CONTRACT) is made by and between HDR Engineering, Inc. (CONSULTANT) and the San Bernardino County Transportation Authority (SBCTA). SBCTA and CONSULTANT are each a “Party” and collectively the “Parties” herein.

II. RECITALS:

- A. SBCTA engaged the services of CONSULTANT with CONTRACT to provide professional services for preliminary engineering, environmental services, and preparation of plans, specifications, and estimates for the I-215 University Parkway Interchange Project (PROJECT), and
- B. In April 2021, contingency in the amount of \$5,670.50 was authorized to allow CONSULTANT to prepare and exhibit to evaluate and seek approval to use California Department of Transportation (Caltrans) owned property to improve access and circulation for two properties.
- C. In March 2022, contingency in the amount of \$67,280.40 was authorized to allow CONSULTANT to address additional unanticipated design work resulting from comments received on the review of the 65% Plans, Specifications, and Estimates package.
- D. Parties desire to further amend CONTRACT to increase budget to allow work to address requirements to modify the final plans and specifications to incorporate roadway and electrical design changes from coordination with Caltrans and adjacent property owners, prepare exhibits to support ongoing right of way acquisition, incorporate hardscape and aesthetic improvements, prepare a geotechnical report for pavement design, provide design support during construction, and prepare as-built plans.

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

1. The services and fees described in the Contingency Release Authorizations referenced above are hereby incorporated by reference into the terms and conditions of the CONTRACT.
2. Section II. C is amended as follows:

“This CONTRACT shall be effective as of July 1, 2019, contingent upon approval by SBCTA’s Awarding Authority, and CONSULTANT shall commence work after written notification to proceed by SBCTA’s Procurement Analyst. The CONTRACT shall end on July 1, 2025, unless extended by written amendment.”
3. Section II. D is amended to read as follows:

“The total amount payable by SBCTA to CONSULTANT including the fixed fee shall not exceed \$1,123,412.69.”
4. All references in the CONTRACT to “Scope of Work” shall include Exhibit A attached to the CONTRACT and Exhibit A.1 attached to this AMENDMENT.
5. All references in the CONTRACT to approved costs shall include Exhibit B attached to the CONTRACT and Exhibit B.1 attached to this AMENDMENT.
6. The Recitals set forth above are incorporated herein by this reference.
7. Except as amended by AMENDMENT, all other provisions of CONTRACT, and amendments thereto, shall remain in full force and effect.
8. This AMENDMENT is effective on the date executed by SBCTA.

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

IN WITNESS WHEREOF, Parties have duly executed
Amendment No. 1 to Contract No. 20-1002271 below

HDR ENGINEERING, INC.

By: _____
Thomas T. Kim
Senior Vice President

Date: _____

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Curt Hagman
President, Board of Directors

Date: _____

APPROVED AS TO FORM:

By: _____
Juanda L. Daniel
Assistant General Counsel

CONCURRENCE

By: _____
Beatriz Valdez
Acting Procurement Manager



EXHIBIT A.1
20-1002271-01

January 31, 2022

Dear Mr. Melocoton,

As the PS&E phase for the I-215 University Parkway Interchange has developed, there have been services identified that were not included in the original contract scope which was established in 2016 prior to NTP of the PA/ED Phase. This contract amendment request covers additional costs associated with the following required extra PS&E work following ongoing R/W and driveway access coordination with SBCTA in 2021:

1. Task 100 – Project Management
2. Task 230 – Prepare Draft Plans, Specifications & Estimate (PS&E)
3. Task 255 – Prepare Final PS&E Package
4. Task 270 – Construction Engineering Technical Support
5. Task 295 – Accept Contract (As-Built)

The scope of work and assumptions associated with completing each additional task is described below for release under a contingency release and formal amendment:

Contingency Release Scope Items

1. Task 255 – Prepare Final PS&E Package

- a. Electrical – Caltrans Communications – During PA/ED the team was advised of a CT Fiber Optic Line being installed along the NB side of I-215 and falling within the interchange reconfiguration. Upon completion of the design by CT D8 Electrical staff CAD plan were provided to the final design team to make connections from a centralize fiber optic vault to the newly proposes traffic signal controllers. This is an additional service connection required with the installation of the CT F/O system and requires design on five new sheets and specifications specific to this newly installed fiber optic backbone. Half of the cost will be issued under the contingency release: \$11,105.63

- c. Electrical – Ramp Metering, Signal Interconnect & Video Detection – Specialized ramp meter layouts and structural design calculations are required by CT for the mast arms. This recent policy change requires the use on this style on multi-lane on-ramps with ramp meter and the team must include location specific cross-sectional diagrams of the mast arm locations, weights of objects supported on the mast arm, and anchorage and foundation determinations. CT also requested that induction loops be removed from the ramp terminal signal locations and that video detection systems be included in the 95% submittal package as well as interconnects not separate GPS clock for synchronization and conversion to Touchless Pushbuttons. This effort is expected to add six sheets to the existing plan set. Half of the cost will be issued under the contingency release: \$13,107.91

Amendment Scope Items

2. Task 100 – Project Management

- a. PM activities resulting from extended duration - At the time the contract was executed, a delivery schedule of 2 years was assumed as the basis for providing Project Management services through the PS&E phase. The current project schedule is forecasting a PS&E completion for RTL in October 2022 which is an additional 2 years for Project Management support to include additional right of way changes and site work. Additional budget is requested in the amount of \$5,466.52.
- b. Quality Management requests – This includes the development of the QMP for CT to accept the 60% submittal and updates for subsequent submittals to complete PS&E. Additional budget is requested in the amount of \$3,728.38

3. Task 230 – Prepare Draft Plans, Specifications & Estimate (PS&E)

- a. Reallocation of funds shifted from PS&E to PA/ED phase – during PA/ED a CE/CE was initially scoped for the environmental clearance and the level of document was upscaled to an IS/CE. This required additional environmental document sections and level of effort and was accommodated through a reallocation \$74,478. These labor dollars were removed from PS&E phase to the PA/ED phase. This is a replenishment of those reallocated funds to the current PS&E phase.

4. Task 255 – Prepare Final PS&E Package

- a. Supplemental Design Standard Decision Document – During the 60% review a formal request was made to submit a Supplemental DSDD for various design features including fixed objects such as fencing and traffic signal poles not previously required in the DSDD along with changes to the profile because of the rehab overlay project and final design elevations as well as changed to the HDM which include lane width changes required for set curve radii. Cost \$11,994.53
- b. Hardscape and Irrigation Improvements – No landscape components were identified in the original contract scope and during the PA/ED and 60% design phase changes were requested to the City and Private irrigations systems beyond the off-ramp terminals. Additionally, rock mulch was scoped as a volumetric material cost and through changes leading up to the 60% submittal CT requested that hardscape be incorporated into plan details which included details for stamped concrete and cobble inlay in the islands along with surface scape extending from the SB On-Ramp to Hallmark Parkway. Irrigation crossovers have been requested to be added beneath the ramp terminal pavement for future irrigation needs when deemed appropriate by CT. CT also requires these plans be reviewed and approved by a Licensed Landscape Architect. Cost \$19,474.09
- c. Caltrans/City Requested Updates – These efforts relate to design changes and plan changes that were discussed in the post 60% review meeting with CT, City, and SBCTA staff. Significant changes requested to the plans was to further split the construction details into sheets that annotate interior curb/gutter and station/offset callouts from exterior curb lines to enhance sheet appearance. This resulted is a doubling of construction detail sheets to accommodate the callouts for the curb lines which already we previously completed consistent with the Plan & Preparation Manual and was a preference change not shared by all reviewing groups but was formally required to be completed per Design Oversight's request.

The addition of a City Prepared Pilaster Detail will be incorporated into the plan set with quantities as provided by the City of San Bernardino. Cost \$8,971.11

- d. Right of Way Coordination & Utility Support – Regeneration of R/W Requirement Maps were required after previous deliverables were completed due to R/W and access changes to two private properties beyond the SB Off-Ramp terminal curb return. This included the reconstruction of the 2nd driveway which was not scoped in the original contract (only closure of the 1st driveway) and includes on-site parking, drive isle changes, and pedestrian pathway design revisions with added plan sheets in addition to utility identification efforts for existing surface public utilities not previously impacted by the PA/ED design. Cost \$21,334.69
- e. Potholing and Utility Plan Update (Drainage Conflicts)– Non-High Priority utility potholing is necessary for a trunk storm drain line that is required to cross University Parkway beyond the SB ramp terminal intersection since no storm drain connect can be made on the same side of the local street. Potholing will confirm the construction depth of the drainage system relative to multiple existing longitudinal underground utilities in University Parkway. This task includes a subcontractor for the potholing and supplemental survey services for the elevation determination of exposed utilities that may create construction conflicts for the storm drain trunk line crossing. Cost \$15,541.73
- f. Electrical– Caltrans Communications – During PA/ED the team was advised of a CT Fiber Optic Line being installed along the NB side of I-215 and falling within the interchange reconfiguration. Upon completion of the design by CT D8 Electrical staff CAD plan were provided to the final design team to make connections from a centralize fiber optic vault to the newly proposes traffic signal controllers. This is an additional service connection required with the installation of the CT F/O system and requires design on five new sheets and specifications specific to this newly installed fiber optic backbone. Half of the cost will be issued under the amendment: \$11,105.63
- g. Electrical – Ramp Metering, Signal Interconnect & Video Detection – Specialized ramp meter layouts and structural design calculations are required by CT for the mast arms. This recent policy change requires the use on this style on multi-lane on-ramps with ramp meter and the team must include location specific cross-sectional diagrams of the mast arm locations, weights of objects supported on the

mast arm, and anchorage and foundation determinations. CT also requested that induction loops be removed from the ramp terminal signal locations and that video detection systems be included in the 95% submittal package as well as interconnects not separate GPS clock for synchronization and conversion to Touchless Pushbuttons. This effort is expected to add six sheets to the existing plan set. Half of the cost will be issued under the amendment: \$13,107.91

- h. Electrical – City Lighting – Additions of street lighting was recommended between the SB On-Ramp and Hallmark Parkway. This area is not illuminated currently and does not have existing or proposed sidewalks adjacent to the street. This requires the addition of 3-4 streetlight poles and electrical service connection for street lighting to be installed as part of this contract and adds two sheets to the plan set not previously required. Cost \$9,770.11
- i. Alternate Driveway & Site Design - After the 60% review multiple driveway and median island access revisions were considered by SBCTA with the Kaymaz & Choi parcels. This resulted in a recommended revision to modify the median island on University Parkway, reconstruction of the driveway apron Right/Left-In with Right-Out Only vehicle access, revised south parking lot curb line as it joins the City/ State Right of Way, revised pedestrian sidewalk access to the business beyond the access control limits, and an eastward shift of 8 parking stall for the strip mall parcel (-33) and two parking stalls for the Jack In The Box parcel (-32). This will require site design for the revised access and parking stalls, new curb line layout and elevation determinations, protection or adjustment of existing utilities, along with proposed parking striping and related surface scape treatments required as a result of the driveway modification. Some trees/plants will be identified for protection in-place and others for removal. Existing landscaping will be removed where in conflict with the recommended site access and parking area improvements. It is expected site improvements and street connection will be approved by the City as part of the local street improvement package. Cost \$63,021.95
- j. Miscellaneous Design – This will be an as-needed design reserve budget for services required to complete final design with city street or local access changes required to complete final design and held as a reserve budget. Cost \$15,465.19

5. Task 270 – Construction Engineering Technical Support

Design support during construction was not included in the original contract. The amendment request assumes the following activities in support of the construction phase of the project. Cost \$102,341.11

- Construction Schedule – It is assumed a 10-14 month construction schedule will occur.
- Meetings – it is assumed HDR will attend one preconstruction meeting and up to 12 additional meetings as needed to support construction activities.
- Construction Contract Change Order (CCO) Reviews.
- Respond to Requests for Information (RFI).

6. Task 295 – Accept Contract (As-Builts)

Preparation of Construction As-Built files was not included in the original contract. This amendment request assumes SBCTA's Construction Management (CM) firm will provide redline documentation of Contract Change Order activities for incorporation in the as-builts for final design related plan sheets. Cost \$24,199.05

The total cost of the amendment (\$400,000.00) is broken down as follows:

\$9,194.90 - Extended Duration of Contract.

\$74,478.00 - PS&E budget replenishment for PA/ED Env Document level change.

\$189,786.93 - Final design changes and additions of new scope following 60% review including, driveway adjustment with Kaymaz & Choi site improvements, potholing and as-needed design services.

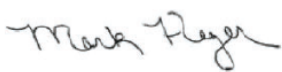
\$102,341.11 - Design support during construction added to the original contract.

\$24,199.05 - As-Build record drawings added to the original contract.

This results in a total contract amendment amount of \$400,000.00.

Should you have any questions about this memo or if you need additional information, please contact Mark Hager, HDR Project Manager at (951) 320-7343.

Sincerely,



Mark Hager, P.E.

Project Manager, HDR Engineering, Inc.

San Bernardino County Transportation Authority
I-215 University Parkway PS&E

Exhibit B.1
20-1002271-01

Amendment Request - Post 60% ReviewScope Additions & January 2022 Access Changes (Updated 1/31/2022)

TASK	TASK	Project Manager	CADD	Designer / Planner	Designer / Planner	Designer / Planner	Designer / Planner	Environmental Specialist	Landscape Architect	Project Coordinator	Project Engineer	Project Engineer	Senior Engineer	Senior Engineer	Senior Engineer	Technical Manager	Technical Manager	Technical Manager	Technical Manager	Technical Manager	Total	HDR	HDR	Subconsultant	HDR proposal
		\$354.15	\$142.02	\$113.05	\$138.56	\$143.89	\$90.42	\$161.88	\$164.60	\$101.39	\$171.35	\$160.84	\$200.10	\$230.77	\$229.75	\$267.11	\$250.11	\$285.99	\$272.85	\$326.75	Hours	Total Fee	ODCs	Fee	New Fee
Task 100	Project Management	16	0	0	0	0	0	0	0	20	0	0	0	0	0	0	6	0	0	0	42	\$ 9,195			
	a PM activities for contract extension duration	12								12											24	\$ 5,467			\$ 5,466.52
	b Quality Management Requests	4								8							6				18	\$ 3,728		\$ -	\$ 3,728.38
	Subtotal	16	0	0	0	0	0	0	0	20	0	0	0	0	0	0	6	0	0	0	42	\$ 9,195	\$ -	\$ -	\$ 9,194.90
Task 230	Prepare Draft Plans, Specifications & Estimate (PS&E)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 74,478			
	a Reallocation of funds shifted from PS&E to PA/ED phase																				0	\$ 74,478			\$ 74,478.00
	Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 74,478	\$ -	\$ -	\$ 74,478.00
Task 255	Prepare Final PS&E Package	22	315	0	0	0	0	0	8	33	124	336	0	0	0	0	46	0	0	50	934	\$ 160,322			
	a Supplemental Design Standard Decision Document	1	31									45									77	\$ 11,995			\$ 11,994.53
	b Hardscape and Irrigation Improvements	1	39						8			60							8		116	\$ 19,474			\$ 19,474.09
	c Caltrans / City Requested Updates		19									39									58	\$ 8,971			\$ 8,971.11
	d Right of Way Coordination & Utility Support	6	28							4		80								6	124	\$ 21,335			\$ 21,334.69
	e Potholing and Utility Plan Update (Drng Conflicts)	0	8					0	0	4		0									12	\$ 1,542		\$ 14,000	\$ 15,541.73
	f Electrical - Caltrans Communications (5 sheets)	1	30							3	12	16					1			4	67	\$ 11,106			\$ 11,105.63
	g Electrical – Ramp Metering, Signal Interconnect & Video Detection, Touchless Pushbutton Requirements (6 sheets)		20							5	12	32					5			4	78	\$ 13,108			\$ 13,107.91
	h Electrical – City Lighting Addition (2 sheet)	1	20							1		24								8	54	\$ 9,770			\$ 9,770.11
	i Alternative Driveway & Site Design	12	120							16	100	40					40			20	348	\$ 63,022			\$ 63,021.95
	j Miscellaneous Design																				0	\$ 15,465			\$ 15,465.19
																					0	\$ -			\$ -
																					0	\$ -			\$ -
	Subtotal	22	315	0	0	0	0	0	8	33	124	336	0	0	0	0	46	0	0	50	934	\$ 175,787	\$ -	\$ 14,000	\$ 189,786.93
Task 270	Construction Engineering Technical Support	40	80	0	0	0	0	8	8	0	240	0	0	0	0	0	80	0	0	40	496	\$ 102,341			
	a Design Support During Construction	40	80					8	8		240						80			40	496	\$ 102,341			\$ 102,341.11
	Subtotal	40	80	0	0	0	0	8	8	0	240	0	0	0	0	0	80	0	0	40	496	\$ 102,341	\$ -	\$ -	\$ 102,341.11
Task 295	Accept Contract	8	80	0	0	0	0	0	0	0	0	0	0	0	0	0	40	0	0	0	128	\$ 24,199			
	a As-Builts	8	80														40				128	\$ 24,199			\$ 24,199.05
	Subtotal	8	80	0	0	0	0	0	0	0	0	0	0	0	0	0	40	0	0	0	128	\$ 24,199	\$ -	\$ -	\$ 24,199.05
	TOTAL	86	475	0	0	0	0	8	16	53	364	336	0	0	0	0	172	0	0	90	1600	\$ 386,000.00	\$ -	\$ 14,000.00	\$ 400,000.00

Minute Action

AGENDA ITEM: 7

Date: May 12, 2022

Subject:

Preview of the Hearing to Consider Resolutions of Necessity for Property Interests for the Mt. Vernon Viaduct 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 Mount Vernon Viaduct Project in the City of San Bernardino.
- B. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-099, authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring interests in real property owned by Labsuirs Real Estate, dba Empire Car Wash (Assessor's Parcel Number [APN] 0138-251-08 and 0138-251-09). The resolution must be approved by at least a two-thirds majority; and
- C. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-100 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring interests in real property owned by Alex Meruelo Living Trust (APN 0138-291-02, 0138-291-03, 0138-291-04, 0138-291-05 and 0138-291-19). 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 the Resolution of Necessity No. 22-101 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring interests in real property owned by Arturo and Carmen Guzman, dba Quick Stop Tires and Wheels (APN 0138-263-40). The resolution must be approved by at least a two-thirds majority.

Background:

On July 11, 2018, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved Amendment No. 1 to Cooperative Agreement No. 16-1001477 with the City of San Bernardino (City) for the Right-of-Way (ROW) and Design-Build (DB) phase activities for the Mt. Vernon Viaduct Project (Project), defining roles, responsibilities, and funding associated with the ROW and DB phases, and specifying SBCTA as the lead agency for Project administration and funding.

On January 9, 2019, the Board authorized staff to proceed with voluntary acquisition of property necessary for the Project, from identified property owners, including relocation assistance, demolition of existing structures, property management, disposal of excess property, and environmental testing and remediation. The Board also authorized the Director of Project Delivery, or designee, to add or remove parcels from the list of properties as the Director

Entity: San Bernardino County Transportation Authority

determines from time to time are necessary for the Project, provided they are environmentally cleared.

The Project is being implemented through a DB contract, which requires that necessary ROW is available to the DB contractor at prescribed milestones during the DB contract term. Meeting the milestone dates for delivery of ROW packages is crucial in avoiding costly delays. Throughout the environmental and preliminary engineering process, SBCTA and the City have made extensive efforts to simultaneously plan the Project and to minimize the impacts to property owners. These efforts include maintaining access to properties during construction, using retaining walls to minimize ROW needs, and seeking to optimize Project geometrics to meet current design standards and minimize ROW impacts. While most of the proposed improvements are anticipated to be constructed within existing ROW, some ROW will still be required from private property to accommodate the Project. These are the last three property acquisitions anticipated for this Project.

In an effort to keep the Project schedule intact and comply with contractual obligations to the DB contractor, 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:

- Labsuirs Real Estate, dba: Empire Car Wash
- Alex Meruelo Living Trust
- Arturo and Carmen Guzman, dba: Quick Stop Tires and Wheels

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 to the DB contractor and to avoid costly ROW delays.

In order to adopt the Resolutions of Necessity, SBCTA must make the four 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 necessary findings are:

1. The public interest and necessity require the Project.

The Project is located in the City of San Bernardino. The Project limits extend along Mt. Vernon Avenue from south of 5th Street to King Street. The Project will replace the existing bridge with a new bridge. The purpose of the Project is to provide a bridge, which is structurally safe, meeting current seismic design and roadway standards. Construction of a new bridge will allow emergency vehicles, buses, trucks and other larger vehicles to cross the railyard, reducing emergency response times and providing greater mobility for the area.

The previous bridge, which has been demolished as part of the Project, had a sufficiency rating of 2 out of 100 and had significant restrictions on vehicle capacity. If no improvements were made, further shoring of the structure would have been required and pieces of the bridge would have continued to spall off due to overall deterioration, creating safety concerns.

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 phase, various options to minimize public impacts were considered, including mitigation to maintain railroad operations while optimizing the DB's work windows. If no mitigations were provided, due to limited work windows to construct around railyard activities, the bridge would potentially be out of service for five to six years, according to the Project engineers. Mitigation entails the addition of two shoofly (detour) tracks to the north of the existing yard tracks. This would allow diversion of trains to the shoofly tracks to maintain scheduled railroad operations when impacted by construction activities. In order to construct these shoofly tracks, some of the existing trailer parking and operations buildings needed to be relocated. In order to accommodate these relocated facilities, some ROW is required.

In addition, the profile of the Project will be designed to minimize ROW impacts on the north and south ends of the approaches. This will be accomplished through maximizing the profile so that even though the new bridge will be wider and longer, the bridge will tie into the existing street as closely as possible in the post-construction condition.

SBCTA's acquisition agents have had numerous communications with most of the impacted property owners and design staff about Project impacts in order to design 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:

- **Labsuirs Real Estate, dba Empire Car Wash:** Two (2) Temporary Construction Easements (TCE) and two (2) Roadway Easements are needed for construction of the Project improvements.
- **Alex Meruelo Living Trust:** One (1) Roadway Easement and one (1) TCE are needed for construction of the Project improvements.

- **Arturo and Carmen Guzman, dba: Quick Stop Tires and Wheels:** Three (3) Roadway Easements and one (1) TCE are needed for construction of the Project improvements.

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 Labsuirs Real Estate, dba Empire Car Wash property was sent on 04/01/2022
- The offer for the Alex Meruelo Living Trust property was sent on 01/31/2022
- The offer for the Arturo and Carmen Guzman, dba Quick Stop Tires and Wheels property was sent on 01/31/2022

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 BNSF Railway Company, respectively.

Financial Impact:

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

Reviewed By:

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

Responsible Staff:

Dennis Saylor, Project Manager

Approved
Board of Directors Metro Valley Study Session
Date: May 12, 2022
Witnessed By:

MOUNT VERNON VIADUCT PROJECT

RESOLUTION OF NECESSITY FOR PROJECT RIGHT-OF-WAY

Presenter: Dennis Saylor
SBCTA Project Manager



cta

San Bernardino County
Transportation Authority

Board of Directors Metro Valley
Study Session
May 12, 2022

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

▪Replace Bridge over the BNSF Railway yard in City of San Bernardino which has sufficiency rating of 2 out of 100

▪New bridge to be built to current design standards

▪Will improve safety and north-south circulation.

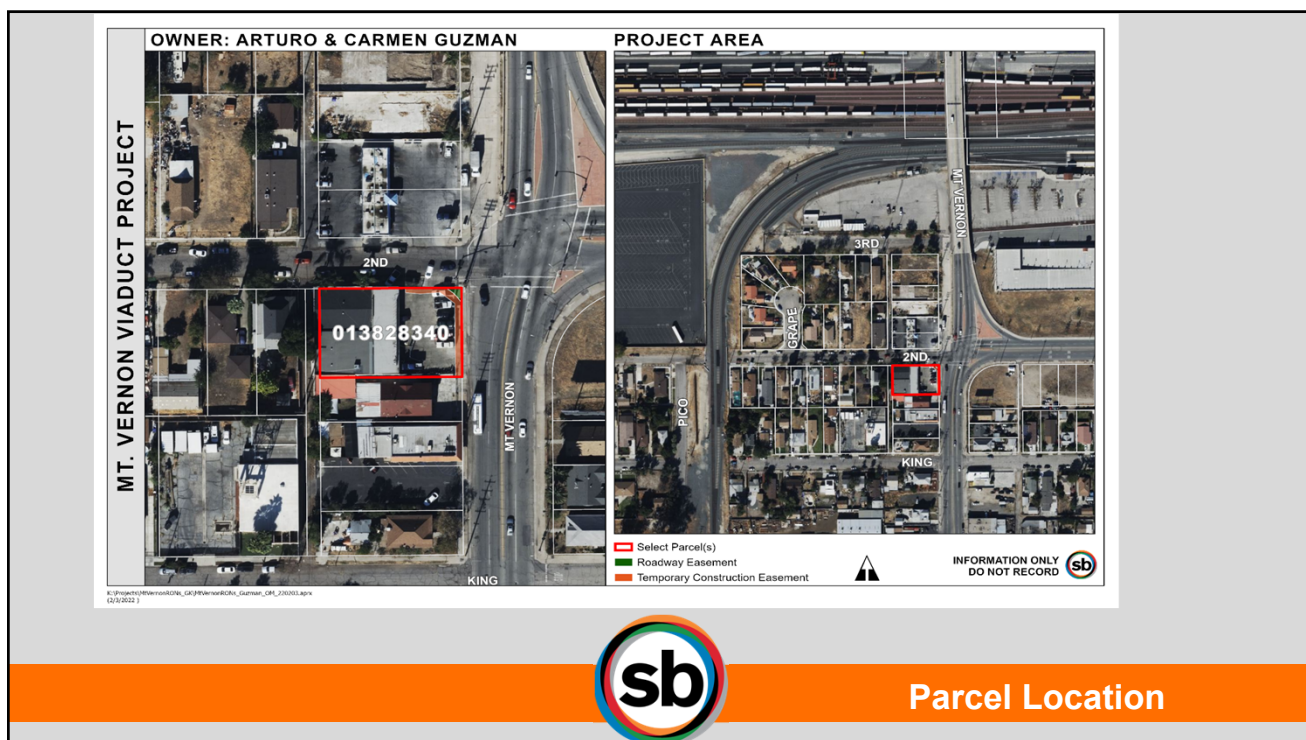
▪Will restore access for emergency vehicles, buses, and trucks.



Mt. Vernon Viaduct Improvements



Parcel Location



No.	Ownership	Date of First Contact	Mailings	In Person Meetings	Phone Contacts	E-Mails	Attorney Contacts	Unsuccessful Contacts *	Total
B.	Labsuirs Real Estate, dba: Empire Car Wash	08/31/2021	3	2	5	12	2	2	26
C.	Alex Meruelo Living Trust	08/31/2021	2	0	3	4	0	4	13
D.	Arturo and Carmen Guzman, dba: Quick Stop Tires and Wheels	08/31/2021	2	1	7	0	6	8	24
* Property visit, phone call and/or email with no response									
Communications as of April 21, 2022									



Communication Summary

Item	Ownership	Offer Date
B.	Labsuirs Real Estate, dba Empire Car Wash	04/01/2022
C.	Alex Meruelo Living Trust	01/31/2022
D.	Arturo and Carmen Guzman, dba: Quick Stop Tires and Wheels	01/31/2022



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



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								
Aquanetta Warren City of Fontana		X	X									
Darcy McNaboe City of Grand Terrace		X	X	X								
Larry McCallon City of Highland		X	X	X								
Rhodes 'Dusty' Rigsby City of Loma Linda		X	X									
John Dutrey City of Montclair		X	X	X								
Alan Wapner City of Ontario		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								
Carlos Garcia City of Upland												
David Avila City of Yucaipa		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								
Janice Rutherford Board of Supervisors		X		X								
Joe Baca, Jr. Board of Supervisors		X	X	X								

MOUNTAIN/DESERT BOARD MEMBER ATTENDANCE

Daniel Ramos City of Adelanto												
Art Bishop Town of Apple Valley		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								
Paul Cook Board of Supervisors		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