

# **AGENDA**

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

**May 11, 2023**

**\*\*\*Start Time: 9:45 AM\*\*\***

### **Location**

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

**TELECONFERENCING WILL BE AVAILABLE AT THE FOLLOWING LOCATION:**

**City Hall**  
**817 Third Street**  
**Needles, CA 92363**

### ***Board of Directors***

#### **Valley Representatives**

##### **Study Session Chair**

Dawn Rowe, Supervisor  
*Third District*

##### **Study Session Vice-Chair**

Paul Cook, Supervisor  
*First District*

Eunice Ulloa, Mayor  
*City of Chino*

Ray Marquez, Council Member  
*City of Chino Hills*

Frank Navarro, Mayor  
*City of Colton*

Acquanetta Warren, Mayor  
*City of Fontana*

Sylvia Robles, Council Member  
*City of Grand Terrace*

Larry McCallon, Mayor  
*City of Highland*

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

John Dutrey, Mayor  
*City of Montclair*

Alan Wapner, Council Member  
*City of Ontario*

L. Dennis Michael, Mayor  
*City of Rancho Cucamonga*

Paul Barich, Mayor Pro Tem  
*City of Redlands*

Deborah Robertson, Mayor  
*City of Rialto*

Helen Tran, Mayor  
*City of San Bernardino*

Rudy Zuniga, Council Member  
*City of Upland*

Bobby Duncan, Mayor Pro Tem  
*City of Yucaipa*

#### **Mountain/Desert Representatives**

Daniel Ramos, Mayor Pro Tem  
*City of Adelanto*

Art Bishop, Council Member  
*Town of Apple Valley*

Paul Courtney, Mayor  
*City of Barstow*

Rick Herrick, Council Member  
*City of Big Bear Lake*

Rebekah Swanson, Council Member  
*City of Hesperia*

Janet Jernigan, Mayor  
*City of Needles*

Joel Klink, Council Member  
*City of Twentynine Palms*

Debra Jones, Mayor  
*City of Victorville*

Rick Denison, Mayor  
*Town of Yucca Valley*

#### **County Board of Supervisors**

Jesse Armendarez, *Second District*

Curt Hagman, *Fourth District*

Joe Baca, Jr., *Fifth District*

*Ex-Officio Member – Catalino Pining, Caltrans*  
*Ray Wolfe, Executive Director*  
*Julianna Tillquist, General Counsel*

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

**AGENDA**

**Board of Directors Metro Valley Study Session**

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Needles, CA 92363**

**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 Paul Cook)

- i. Pledge of Allegiance
- ii. Attendance
- iii. Announcements
- iv. Agenda Notices/Modifications- Natalie Lopez

**Possible Conflict of Interest Issues**

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

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

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

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

## **CONSENT CALENDAR**

Items listed on the Consent Calendar are expected to be routine and non-controversial. Items on the Consent Calendar may be removed for discussion by Board Members.

### **Consent - Project Delivery**

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

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Receive and file Change Order Report.

**Presenter: Henry Stultz**

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

## **DISCUSSION ITEMS**

### **Discussion - Project Delivery**

#### **3. Interstate 10 Corridor - Contract 1 Construction Update**

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Receive and file the Interstate 10 Corridor - Contract 1 Construction Update.

**Presenter: Khalid Bazmi**

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

#### **4. Interstate 10 Contract I Landscape Design Award Contract No. 23-1002903**

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

A. Approve the award of Contract No. 23-1002903 with EXP U.S. Services, Inc., for the Interstate 10 Contract 1 Landscape Design Project, in an amount not-to-exceed \$1,354,134.55.

B. Approve a contingency amount for Contract No. 23-1002903 of \$135,413.46, and authorize the Executive Director, or his designee, to release contingency as necessary for the project.

**Presenter: Juan Lizarde**

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

### **Public Comment**

**Brief Comments from the General Public**

### **Comments from Board Members**

**Brief Comments from Board Members**

## **ADJOURNMENT**

### **Additional Information**

Attendance

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Acronym List

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Mission Statement

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**The next Board of Directors Metro Valley Study Session is scheduled for June 15, 2023**

## **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](mailto:clerkoftheboard@gosbcta.com) and office is located at 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, CA.

**Agendas** – All agendas are posted at [www.gosbcta.com/board/meetings-agendas/](http://www.gosbcta.com/board/meetings-agendas/) at least 72 hours in advance of the meeting. Staff reports related to agenda items may be reviewed online at that web address. Agendas are also posted at 1170 W. 3<sup>rd</sup> 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 11, 2023

***Subject:***

Information Relative to Possible Conflict of Interest

***Recommendation:***

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

***Background:***

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

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

<b>Item No.</b>	<b>Contract No.</b>	<b>Principals &amp; Agents</b>	<b>Subcontractors</b>
4	23-1002903	EXP U.S. Services, Inc. <i>Khalil Saba, Principal-In-Charge</i>	Michael Baker International Epic Land Solutions, Inc.

***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

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Approved  
Board of Directors Metro Valley Study Session  
Date: May 11, 2023  
Witnessed By:

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

## ***Minute Action***

### AGENDA ITEM: 2

***Date:*** May 11, 2023

***Subject:***

Construction Contract Change Orders to On-Going Construction Contracts

***Recommendation:***

Receive and file Change Order Report.

***Background:***

San Bernardino County Transportation Authority (SBCTA) department of Project Delivery has thirteen (13) on-going construction contracts, of which four (4) have had Construction Change Orders (CCO) approved since the last reporting to the Board of Directors Metro Valley Study Session on April 13, 2023. The CCOs are listed below.

A. Contract No. 19-1002078 with Guy F. Atkinson Construction, LLC, for the State Route (SR) 210 Lane Addition, Base Line Interchange and Pavement Rehabilitation Project: CCO No. 63, Supplement 1 (no increase) for resolution of deferred time, there will be no time extension; CCO No. 80 (\$52,352.84 increase) for additional funds to remove and reconstruct cross-gutter and spandrel at the entrance to the west-bound Base Line Street on-ramp; and CCO No. 95 (\$61,357.64 increase) to install elongated route shield pavement markings.

B. Contract No. 20-1002290 with SEMA Construction, Inc., for Interstate 10 (I-10) University Street Interchange Improvements Project: CCO No. 26 (\$13,186.36 increase) to provide temporary power and also replace three (3) video cards and a 24-volt transformer; and CCO No. 38 (\$3,500 increase) to add pedestrian push button extenders to meet design requirement.

C. Contract No. 22-1002784 with Security Paving Company, Inc., for the I-10 Cedar Avenue Improvement Project: CCO No. 2 (\$40,000 increase) to maintain roadway and provide traffic control; CCO No. 3 (\$70,000 increase) for partnering workshops and skills development training; and CCO No. 4 (\$3,000 increase) to implement Just-In-Time-Training for Jointed Plain Concrete Pavement.

D. Contract No. 17-1001599 with Lane-Security Paving Joint Venture, for the I-10 Corridor Contract 1 Design Build Contract: CCO No. 93 (\$6,884 increase) to modify and connect the existing roof drain to the public catch basin at Black Angus restaurant at the Monte Vista Avenue westbound off-ramp; and CCO No. 94 (\$52,715 increase) for replacement of roadside and overhead signs, to perform extra maintenance at Black Angus restaurant for grease inceptor and remove illegally dumped material within project limits.

***Financial Impact:***

This item imposes no financial impact, as all CCOs are within previously approved contingency amounts under: Task No. 0830 Interchange Projects and Task No. 0820 Freeway Projects, Sub-Task No. 0887 State Route 210 Lane Addition, Sub-Task No. 0899 I-10 University Street Improvement Project, Sub-Task No. 0823 I-10 Corridor Contract 1 and Sub-Task No. 0897 I-10 Cedar Avenue Improvement Project.

*Entity: San Bernardino County Transportation Authority*

Board of Directors Metro Valley Study Session Agenda Item

May 11, 2023

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***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

Board of Directors Metro Valley Study Session  
Construction Change Orders Log

<b>Archibald Avenue Improvements Project at SR 60 – Executed Change Orders</b>		
Number	Description	Amount
3	Maintain Traffic	\$25,000.00
4	Maintain Existing Electrical Systems	\$15,000.00
5	Staging Changes	(\$267.57)
6	Partnering	\$20,000.00
7	SWPPP Maintenance	\$25,000.00
9	Early Construction and Completion of Driveway 3	\$10,500.00
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
22 S-1	Pavement Revisions	\$60,000.00
23	Pavement Revisions	(\$31,247.42)
23 S-1	Pavement Revisions	\$80,000.00
24	Irrigation Valve Repair	\$5,000.00
25	Modify Weep Hole Elevation Walls 15 and 16	\$25,788.84
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
32 S-1	Additional Funds to Modify Drainage Systems 4 and 8	\$32,000.00
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
38 S-1	Extra Work on Profile Grinding Pavement	\$19,000.00
39	Extend Midwest Guardrail System 25' to Meet Safety Requirement	\$15,000.00
39 S-1	Modification to Guardrail System to Meet Safety Requirement	\$30,000.00
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
43	Water and Power Lateral Boring	\$136,660.00
44	Remove and Replace Faulty Master Valve and Pressure Regulator	\$5,000.00
45	Traffic Control Devices Design Change	\$45,962.45
46	Additional Landscape	\$34,971.61
48	Modification of Double Check Detector Assembly	\$20,000.00

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

Attachment: CCO Log (9581 : Construction Contract Change Orders MVSS2305)

49	Relocate ADA Curb Ramp	\$13,400.81
50	Irrigation Revision	\$48,580.00
<b>CCO TOTAL</b>		<b>\$ 1,353,230.31</b>
<b>TOTAL CONTINGENCY AND SUPPLEMENTAL</b>		<b>\$2,122,333.00</b>

<b>SR 210 Lane Addition, Base Line I/C and Pavement Rehabilitation – Executed Change Orders</b>		
Number	Description	Amount
1	Maintain Traffic SR 210 Lane Addition	\$300,000.00
2	Maintain Traffic SR 210 Base Line Interchange	\$50,000.00
3	Maintain Traffic SR 210 Pavement Rehabilitation	\$150,000.00
4	Partnering	\$100,000.00
5	Dispute Resolution Board	\$50,000.00
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
10 S-1	CDFW USFWS Permit Amend Added Funds	\$150,000.00
10 S-2	Resolution of Deferred Time – No Time Extension	\$0.00
11	Credit for Extended Closures due to COVID-19 and Reduced Traffic	(\$800,000.00)
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
16 S-2	Removal of Buried Man-Made Objects Additional Funds	\$80,000.00
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	Maintain Existing Electrical Systems	\$30,000.00
24 S-1	Maintain Existing Electrical Systems	\$50,000.00
25	Temporary Signal Interconnect at Base line	\$5,980.00
27	CIDH Foundation and Pile Quantity Adjustment	\$26,218.00
27 S-1	Resolution of Deferred Time – No Time Extension	\$0.00
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
31 S-1	Added Funds to Extend Irrigation Crossovers	\$85,000.00
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

**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

34 S-1	Roadway Profile Correction at Victoria Avenue	\$50,000.00
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
37 S-1	Edge Drain Modifications for the 210 Base Line Project	\$1,100.00
38	Fiber Optic Vaults Installed in Shoulder	\$5,000.00
39	Add Pile Anchors	\$35,676.22
40	Value Engineering Change Proposal – RW 1092 Deletion	(\$228,102.82)
40 S-1	Value Engineering Change Proposal Retaining Wall 1092 Deletion	(\$4,402.50)
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
45	Up Light Spacing Conduit at Base Line	\$15,000.00
46	Sound Wall 971 Traffic Control and Temporary Fence	\$10,000.00
47	Construct Soffit Openings at Highland Left Bridge Frames 1 and 2	\$10,000.00
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
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
53 S-1	Landscape Antenna Removal Additional Funds	\$1,000.00
54	Barrier Light Pole Support Modification	\$21,000.00
54 S-1	Sound Wall Light Pole Support Modification Additional Funds	\$16,000.00
55	Additional Widening N. Side of Base Line Between Buckeye & SR210	\$69,000.47
55 S-1	Resolution of Deferred Time – No Time Extension	\$0.00
56	Base Line Utility Modifications and Time Adjustment	\$152,750.00
57	Joint Seal Assembly Quantity Increase	\$19,197.00
58	Trial Batch Testing Field Qualification of Jointed Plain Concrete Pavement (JPCP)	\$15,000.00
58 S-1	Add Jointed Plain Concrete Pavement at San Bernardino Ramps	\$11,031,175.91
59	Median Crossover Modifications	\$89,044.23
60	Hydro-seed Restoration Modifications	(\$8,252.67)
60 S-1	Resolution of Deferred Time – No Time Extension	\$0.00
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
<b>63 S-1</b>	<b>Resolution of Deferred Time, No Time Extension</b>	<b>\$0.00</b>
64	Irrigation, Trench Rock and Debris Removal	\$22,500.00
64 S-1	Irrigation Trench Rock Debris Removal	\$80,000.00
65	Revision to Sound Wall 1050 Block Face	\$48,710.82
66	Plunge Creek Concrete Barrier Revisions	\$25,192.00
67	Differing Site Condition Retaining Wall 1021 Pile Driving	\$214,368.38
68	Lugonia Barrier Removal and Replacement	\$114,548.18
69	Differing Site Condition Sound Wall 908 CIDH Piles	\$165,804.07
70	Close Fencing Gaps	\$2,477.00

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Amounts shown in parentheses represent a credit to the Agency

Attachment: CCO Log (9581 : Construction Contract Change Orders MVSS2305)

73	Differing Site Condition Sound Wall 1050 PCR 12	\$770,387.70
74	Additional Isolation Joint	\$237,200.00
76	Bid Items Quantity Increase	\$186,952.30
77	Add Gravity Wall at Base Line	\$65,513.25
78	Bridge Joint Seal Revisions	\$43,869.14
79	Traffic Control System, New Loop Standards	\$93,211.64
<b>80</b>	<b>Remove and Reconstruct Cross-Gutter and Spandrel</b>	<b>\$52,352.84</b>
81	Base Line Brick Color Revision	\$16,033.11
82	EB 210 Existing Lugonia Approach Profile Grade	\$10,000.00
83	Eliminate Base Line Interchange Milestone	\$0.00
84	Stain Retaining Wall Along East Bound Base Line Off-Ramp (B-1 Line)	\$68,770.00
85	Differing Site Condition Potential Claim Record 005 Settlement	\$809,089.18
86	Differing Site Condition for Electrical Trenching Potential Claim Record (PCR) No. 07	\$200,776.76
87	Guardrail Differing Site Condition Resolution	\$446,088.88
88	Work Character Changes on Potential Claim Record No. 14	\$8,569,910.47
89	Drainage System Plan Changes	\$47,636.04
90	Sound Wall 955 Fence Gap Closure	\$15,000.00
94	Add Modular Joint Seal Cover Plates	\$18,000.00
<b>95</b>	<b>Install Elongated Route Shield Pavement Markings</b>	<b>\$61,357.64</b>
<b>CCO TOTAL</b>		<b>\$26,601,891.51</b>
<b>TOTAL CONTINGENCY AND SUPPLEMENTAL</b>		<b>\$34,927,690.07</b>

<b>Central Avenue Improvements Project at SR 60 – Executed Change Orders</b>		
Number	Description	Amount
1	Establish and Maintain construction Field Office	\$150,000.00
2	Revise Plans – Shoulder Pavement Section	(\$21,291.00)
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
11 S-1	Maintain Electrical per Supplemental Work Item-Additional Funds	\$25,000.00
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
<b>CCO TOTAL</b>		<b>\$443,424.00</b>
<b>TOTAL CONTINGENCY AND SUPPLEMENTAL</b>		<b>\$2,912,039.00</b>

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<b>I-10 Tippecanoe Avenue Landscaping EEP – Executed Change Orders</b>		
Number	Description	Amount
1	Replace Frost Damaged Plant Material	\$796.00
2	Replace Caltrans Phase I Irrigation Controller	\$7,777.09
3	Additional Tree Replacement	\$859.86
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
<b>CCO TOTAL</b>		<b>\$129,304.22</b>
<b>TOTAL CONTRACT AMENDMENTS, CONTINGENCY AND SUPPLEMENTAL</b>		<b>\$130,590.00</b>

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

<b>I-215 Segment 1 &amp; 3 Landscape Replacement Project – Executed Change Orders</b>		
Number	Description	Amount
1	Maintain Public Traffic	\$25,000.00
2	Storm Water Shared Costs	\$25,000.00
3	Establish Dispute Resolution Advisor	\$5,000.00
4	Remove and Dispose of Rock Cobble	\$10,000.00
4 S-1	Additional Funds	\$15,000.00
4 S-2	Additional Funds	\$4,854.82
5	Cleaning of Drainage Systems	\$25,000.00
6	Removal of Dead Trees	\$10,000.00
7	Change from 15 Gallon to 5 Gallon Plant Size	(\$43,663.00)
7 S-1	Additional Funds	\$2,221.02
8	Repairs to Existing Facilities	\$3,000.00
8 S-1	Additional Funds	\$2,000.00
8 S-2	Additional Funds	\$4,500.00
8 S-3	Additional Funds	\$15,250.00
8 S-4	Additional Funds	\$3,930.65
9	Lane Closure Chart Revisions	\$0.00
9 S-1	Lane Closure Chart Revisions	\$0.00
10	PVC Ball Valve	\$0.00
11	Repair Fiber Optic Cable	\$4,070.87
12	Irrigation Water Payment	\$32,384.52
12 S-1	Additional Funds	\$8,487.04
12 S-2	Additional Funds	\$1,656.78
12 S-3	Additional Funds	\$1,634.70
12 S-4	Additional Funds	\$1,603.65
12 S-5	Additional Funds	\$5,007.79
12 S-6	Additional Funds	\$5,739.61
12 S-7	Additional Funds	\$6,753.56
12 S-8	Additional Funds	\$8,666.48

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12 S-9	Additional Funds	\$4,744.77
12 S-10	Additional Funds	\$5,482.89
12 S-11	Additional Funds	\$2,874.37
12 S-12	Additional Funds	\$466.51
12 S-13	Additional Funds	\$493.89
12 S-14	Irrigation Water Payment	\$719.97
13	Increase in Gravel Mulch Costs	\$158,215.90
14	Repair Damage by Others	\$6,000.00
15	Additional Electrical Work	\$976.73
16	Additional Plant Establishment Work	\$5,000.00
16 S-1	Additional Funds	\$50,000.00
17	Remove Burned Palm Tree	\$4,000.00
<b>CCO TOTAL</b>		<b>\$422,073.52</b>
<b>TOTAL CONTINGENCY AND SUPPLEMENTAL</b>		<b>\$812,748.38</b>

<b>I-215 Segment 2 Landscape Replacement Project – Executed Change Orders</b>		
Number	Description	Amount
1	Maintain Public Traffic	\$2,000.00
2	Storm Water Shared Costs	\$10,000.00
3	Establish Dispute Resolution Advisor	\$5,000.00
4	Remove and Dispose of Rock Cobble	\$10,000.00
4 S-1	Additional Funds to Remove BNSF Ballast	\$40,000.00
4 S-2	Additional Funds to Remove and Dispose of Rock Cobble	\$20,000.00
4 S-3	Additional Funds to Remove and Dispose of Rock Cobble	\$3,000.00
4 S-4	Remove Unsuitable Material	\$2,646.91
5	Cleaning of Drainage Systems	\$25,000.00
6	Removal of Dead Trees	\$10,000.00
7	Revised Special Provisions for the Cost of Water	\$0.00
7 S-1	Water Cost Adjustment	\$5,000.00
8	Irrigation Revisions	\$656.30
9	Relocate Trees and Irrigation outside of Clear Recovery Zone	\$10,000.00
9 S-1	Additional Funds	\$1,206.16
10	Service Connection for Irrigation	\$5,000.00
10 S-1	Additional Funds	\$15,000.00
11	Revised Ball Valves Specifications	\$0.00
12	Modify Plants Group/Type	(\$6,968.44)
13	Delete Work at 16 <sup>th</sup>	(\$54,250.70)
13 S-1	Salvage Irrigation Equipment	\$1,676.15
14	Revised Gravel Mulch Specifications	\$0.00
15	Added Irrigation Booster Pump	\$48,457.80
16	Added Closure Charts	\$0.00
17	Gravel Mulch Adjustment	\$187,717.00
18	Additional Gravel Mulch Quantities	\$21,508.05
<b>CCO TOTAL</b>		<b>\$362,649.23</b>
<b>TOTAL CONTINGENCY AND SUPPLEMENTAL</b>		<b>\$502,203.56</b>

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<b>I-10 Corridor Contract 1</b>		
<b>Design Build – Executed Change Orders</b>		
Number	Description	Amount
1	Establish Dispute Review Board	\$75,000.00
2	Partnering	\$90,000.00
3	100 Day Extension for Utility Information Submittal	\$0.00
4	Addition of Executed Utility Agreements to Technical Provisions	\$0.00
4 S-1	Executed / Revised Utility Agreements	\$0.00
4 S-2	Executed / Revised Utility Agreements	\$0.00
4 S-3	Executed / Revised Utility Agreements	\$0.00
4 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
32 S-1	Clearing of the TCE and Pool Mitigation Work	(\$16,122.00)
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
40 S-1	55-Hour Closure Statement	(\$75,000.00)
41	Recessed Pavement Markers	\$6,384.00

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Attachment: CCO Log (9581 : Construction Contract Change Orders MVSS2305)

42	Telecommunication Conduits/ROW Support	\$111,843.48
43	Extra Maintenance for CHP Directed Closure	\$12,652.00
44	Extra Maintenance for Hazardous Materials Clean Up	\$1,111.00
45	Additional Industrial Driveway on Sultana Avenue at Edison Elementary	\$10,000.00
46	Additional 55-Hour Closures on Segment 4	\$0.00
47	All Compensation for Design, Construction and all Ancillary Items to Complete Additional Work	\$900,000.00
48	DB CN 0130 and CN 1135 Additional SOW for AT&T	\$117,500.00
49	Removal of Abandoned Pipes along Monte Vista Avenue	\$85,000.00
50	Credit for the Design, Construction and all Ancillary Items to Complete Additional Work	(\$750,000.00)
51	Change Concrete Barrier Type from 736 to 836	\$3,600,000.00
52	Property Commitment at 1325 Fresno Street – Criner Property	\$41,000.00
53	Reflective Traffic Signal Backplates	\$120,000.00
54	Relocation of Ramp Meter System RMS at Vineyard WB On-Ramp DL-139	\$182,000.00
55	9222 Vernon Avenue Maki Private Property Drainage Improvement	\$16,000.00
56	Additional Work at WB I-10, East of I-10/Vineyard IC	\$345,000.00
57	Removal of Abandoned Pipelines CN 0565 & CN 0566 at Monte Vista/I-10 UC Structure	\$90,000.00
58	Holt Blvd. Off-Ramp UC LT Closure Wall Aesthetic Finish	\$35,000.00
59	Monte Vista WB On-Ramp Shoulder Pavement DL-121	\$217,500.00
60	Directive – Add “International” to Ontario Airport Signs	\$50,000.00
61	Furnish Ramp Meter Cabinets	\$210,000.00
62	Additional SHOPP Paving Archibald Ramp Pavement Rehab	\$98,500.00
63	Additional Work for MWD Encasement Extension	\$752,000.00
64	Additional SHOPP Rehab Work - Slab Repair Near I-10/Etiwanda Ave IC	\$92,500.00
65	Addition of Eight 55-Hour Closures in Segment 2	\$0.00
66	Additional Work Mountain Ave EB On-Ramp Right-of-Way Fencing	\$10,250.00
67	SCE Profile Euclid Ave and Vineyard Ave and Asbestos Removal 6th St Bridge	\$110,655.00
69	Turner Channel Drainage System Improvements	\$258,014.00
70	Non-Traffic Rated Pull Boxes 6-Inch Below Grade	\$61,775.00
71	Caltrans Statewide Trash Implementation Plan	\$289,880.00
72	Drainage System 20 Improvements Vicinity of I-10 Monte Vista Ave	\$1,677,926.00
73	Remove Existing Planting and Repair Existing State Right-of-Way Fence Along I-10 EB Mountain Avenue On-Ramp	\$61,016.00
74	Extension of Hot Mix Asphalt (HMA) Expiration Date by 12 Months and Assist with Asbestos Abatement at Euclid Bridge Overcrossing	\$10,000.00
75	Change in Maintenance Pricing and How it Will be Compensated	\$0.00
76 S-1	Addition of 60D Barrier at Holt Boulevard Off-Ramp	\$1,050,002.00
77	Change in Rates for Freeway Service Patrol (FSP)	\$0.00
79	Provide 4” Conduit and Pull Boxes at Vineyard Avenue Bridge for Future City of Ontario Fiber Optic per City Request	\$1,833.00
80 S-1	Reconstruct Retaining Walls 1152 and 1153 Along San Antonio Ave.	\$510,012.00
84	Replace a Portion of Existing Departure Slab Pavement, Previously Shown to Remain at Benson Avenue Bridge per Caltrans Request	\$132,144.00
85	Owner Interference and Construction Acceleration Claim Mediator Fees and Cost	\$75,000.00

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86	Resolution of Contract Change Request (CCR) No. 132.1 Traffic Control for Utility Workers	\$281,221.00
87	Remove Existing Southern California Edison (SCE) Conduits at Monte Vista and 4 <sup>th</sup> Street	\$300,000.00
92	Drainage Video Log Audit Changes to Existing Department Drainage System	\$399,223.00
<b>93</b>	<b>Modify and Connect the Existing Roof Drain to the Public Catch Basin at Black Angus Restaurant Monte Vista Avenue Off-Ramp</b>	<b>\$6,884.00</b>
<b>94</b>	<b>Replacement of Roadside and Overhead Signs. Extra Maintenance at Black Angus Restaurant for Grease Inceptor Cleaning from Settlement of Contract Change Request (CCR) No. 220</b>	<b>\$52,715.00</b>
<b>CCO TOTAL</b>		<b>\$15,540,434.48</b>
<b>TOTAL CONTINGENCY AND SUPPLEMENTAL</b>		<b>\$51,369,000.00</b>

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

<b>US 395 Phase 1 Widening Project – Executed Change Orders</b>		
Number	Description	Amount
1	Maintain Public Traffic	\$100,000.00
2	Storm Water Shared Costs	\$25,000.00
3	Partnering	\$20,000.00
4	Establish Dispute Resolution Advisor	\$20,000.00
5	Cleaning of Drainage Systems	\$30,000.00
6	Buried Man-Made Objects	\$15,000.00
7	Maintain Existing Temporary Electrical Systems	\$15,000.00
7 S-1	Additional Funds	\$85,000.00
8	Maintain Temporary Tortoise Fence	\$15,000.00
9	Revised Temporary HMA Requirements	(\$11,000.00)
10	Revised Temporary HMA Specifications	(\$3,180.00)
11	Additional Earthwork	\$35,905.00
12	Protect Existing Drainage Systems	\$70,000.00
13	Added Saw Cut to coordinate with Kinder Morgan work	\$24,304.00
14	Provide Access to A Local Business	\$11,800.00
15	Quantity Increases; Bid Items 21, 26 & 83	\$78,780.00
15 S-1	Revised Bid Item Quantities	\$356,374.49
15 S-2	Revised Bid Item Quantities	\$34,801.30
16	Drainage System 14 Modifications	\$10,270.00
17	Removal of 31 Concrete Headwalls and Wingwalls	\$52,583.75
18	Drainage System 7 Modifications	\$31,356.00
19	Adjust Manholes to Grade	\$10,000.00

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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
<b>CCO TOTAL</b>		<b>\$2,194,906.95</b>
<b>TOTAL CONTINGENCY AND SUPPLEMENTAL</b>		<b>\$8,741,611.75</b>

<b>Monte Vista Grade Separation – Executed Change Orders</b>		
Number	Description	Amount
1	Establish Dispute Resolution Board	\$15,000.00
1 S-1	Revise Special Provision Language	\$0.00
1 S-2	Additional Funds	\$10,000.00
2	Partnering Workshop	\$15,000.00
3	Traffic Control	\$10,000.00
3 S-1	Additional Funds	\$10,000.00
4	Federal Training Program	\$12,000.00
5	Post-Tensioning Duct Size Change	\$0.00
7	Storm Water Shared Costs	\$50,000.00
8	Relocate 8” Water Line	\$8,000.00
8 S-1	Additional Funds	\$10,386.03
9	Drainage System for Adjacent Property	\$14,925.00
10	Masonry Block Change	\$0.00
11	Sewer Lateral Piping Size Change	\$6,013.00
12	Future Electrical Conduits for Montclair	\$39,385.00
13	Change in Phasing of Work	\$0.00
14	Precast Girder Reinforcement Change	\$0.00
15	Change in Phasing of Work	\$0.00
16	Water Line Modifications	\$8,790.00
16 S-1	TRO Payment for Delays Related to CCO No. 16	\$124,800.00
16 S-2	Additional Funds	\$54,689.60
17	Modify Overhead Signs and Install Pedestrian Barricades	\$6,765.97
21	Additional Sewer Service Lateral Connections	\$10,850.00
22	Girder Reinforcement Splicing Option	\$0.00

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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
<b>CCO TOTAL</b>		<b>\$869,302.95</b>
<b>TOTAL CONTINGENCY AND SUPPLEMENTAL</b>		<b>\$2,498,958.60</b>

<b>Mount Vernon Avenue Viaduct Design-Build Project – Executed Change Orders</b>		
Number	Description	Amount
1	Added Perimeter Fence, K-rail and Signage	\$21,500.00
1 S-1	Install/Maintain Temporary Fence	\$28,670.86
2	Partnering	\$100,000.00
3	Temporary Crossing	\$700,000.00
3 S-1	Additional Funds	\$225,000.00
3 S-2	Construct Railroad Temporary Construction Crossing	\$13,889.15
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

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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 <sup>nd</sup>	\$14,190.00
17	BNSF Fence Removal	\$12,332.14
18	Specified Dispute Resolution Board Reimbursement	\$100,000.00
19	Add Design and Construction of Retaining Wall	\$526,448.71
20	North Abutment Embankment Removal	\$141,592.00
21	Kingman Widening	\$107,497.50
<b>CCO TOTAL</b>		<b>\$4,649,325.92</b>
<b>TOTAL CONTINGENCY AND SUPPLEMENTAL</b>		<b>\$17,230,000.00</b>

<b>I-10 University Street Improvement Project – Executed Change Orders</b>		
Number	Description	Amount
1	Time Extension (Delay Start)	\$0.00
2	Maintain Traffic	\$10,000.00
2 S-1	Maintain Roadway and Traffic	\$15,000.00
3	Time Extension	\$20,000.00
4	Tree Removals	\$17,096.27
5	Dispute Resolution Advisor DRA	\$10,000.00
6	Replace Pavement Structural Section	\$393,852.01
6 S-1	Replace Pavement Structural Section	\$20,000.00
6 S-2	Replace Pavement Structural Section	\$11,500.00
7	WB On-Ramp Modification	\$229,391.13
8	Modify Signal Controller	(\$11,348.73)
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
14	Maintain Existing Irrigation and Planting	\$23,000.00
15	Payment Adjustment per Price Index due to Crude Oil Prices	\$38,500.00
16	Water Meter Revisions	\$61,564.00
17	Install Joint Sealant	\$9,433.79
18	Add Master Remote Control Valve	\$2,500.00
19	Sewer Line Repair	\$6,000.00
20	Increase and Adjustment of Bid Item No. 108 to Remove Concrete Curb and Gutter	\$22,171.80
21	Additional Earthwork	\$7,500.00
22	Additional Push Button Pole Installation	\$7,500.00
23	Repair Electrical Line	\$8,000.00
23 S-1	Repair of the 1 ½ Inch Electrical Line	\$2,804.41
24	Additional Irrigation Wiring	\$7,500.00
25	Remove and Dispose of Material from Drains	\$4,831.71

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

<b>26</b>	<b>Provide Temporary Power; Replace 3 Video Cards and Transformer</b>	<b>\$13,186.36</b>
27	Quality Assurance Testing Added Cost	\$10,907.98
28	Additional Fiber Roll and Shared Maintenance Costs	\$8,000.00
29	Additional Grading of Sloped Areas	\$8,500.00
30	Install 3 Cables from Pull Box to Pull Box	\$15,000.00
31	Add Bike Friendly Grates	\$2,500.00
32	Increase and Adjustment to Bid Item 142	\$10,350.56
33	Increase to Bid Items No. 73 Hot Mix Asphalt and No. 79 Cold Plane AC Pavement	\$120,458.51
34	Add Straight Arrow Pavement Legend Added to East Bound Off-Ramp	\$3,500.00
35	Install Bonded Fiber Matrix to Unprotected Slopes and Add Temporary Fiber Roll South of East Bound Off-Ramp	\$6,670.87
35 S-1	Additional Funds to Install Fiber Roll and Straw Waddle	\$1,095.77
36	Backflow Repair and Certification	\$2,038.85
37	Extra Work at Force Account to Install Required Signs	\$16,700.00
<b>38</b>	<b>Add Pedestrian Push Button Extenders to Meet Design Requirement</b>	<b>\$3,500.00</b>
<b>CCO TOTAL</b>		<b>\$1,203,571.72</b>
<b>TOTAL CONTINGENCY AND SUPPLEMENTAL</b>		<b>\$1,500,590.00</b>

<b>I-10 Alabama Street Improvement Project – Executed Change Orders</b>		
Number	Description	Amount
1	SWPPP Maintenance	\$20,000.00
2	Traffic Control Devices	\$30,000.00
3	Electrical Works Utility Modifications	\$25,000.00
4	Stage 1A Value Engineering Change Proposal (VECP) Credit	(\$20,362.87)
5	Caltrans Change of 12 Inch LED Lights	\$3,512.38
6	Relocation of Existing Data Node at Westbound Off-Ramp	\$30,300.00
7	Supply of Additional Polyester Trash Nets for Storm Water Systems	\$6,732.00
8	Extra Work for Pile Installation due to Differing Site Condition	\$20,000.00
9	Extra Work for Revised Irrigation to Add Water Meter Connections	\$80,000.00
10	Provide Manual Irrigation for Planting Extra Work	\$15,000.00
11	Oil Index Increase according to Contract Specifications	\$18,864.41
<b>CCO TOTAL</b>		<b>\$229,045.92</b>
<b>TOTAL CONTINGENCY AND SUPPLEMENTAL</b>		<b>\$1,338,886.33</b>

<b>I-10 Cedar Avenue Improvement Project – Executed Change Orders</b>		
Number	Description	Amount
1	Modify Notice to Proceed to Allow Early Start	\$0.00
<b>2</b>	<b>Maintain Roadway and Provide Traffic Control</b>	<b>\$40,000.00</b>
<b>3</b>	<b>Partnering Workshops and Skills Development Training</b>	<b>\$70,000.00</b>
<b>4</b>	<b>Implement Just-In-Time-Training for Jointed Plain Concrete Pavement (JPCP)</b>	<b>\$3,000.00</b>
<b>CCO TOTAL</b>		<b>\$113,000.00</b>
<b>TOTAL CONTINGENCY AND SUPPLEMENTAL</b>		<b>\$8,098,400.00</b>

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



<b>North 1<sup>st</sup> Avenue Bridge Over BNSF Project – Executed Change Orders</b>		
Number	Description	Amount
1	Excavate and Backfill Trench for Frontier Temporary Utility Installation and Pole Removal	\$10,000.00
2	Replace Reinforced Concrete Pipes with High Density Polyethylene Pipes	(\$2,371.38)
3	Provide Storm Water Pollution Prevention Plan as Specified	\$40,000.00
4	Partnering Skills Development Training as Specified	\$10,000.00
5	Maintenance of Traffic	\$50,000.00
<b>CCO TOTAL</b>		<b>\$107,628.62</b>
<b>TOTAL CONTINGENCY AND SUPPLEMENTAL</b>		<b>\$3,561,922.00</b>

Attachment: CCO Log (9581 : Construction Contract Change Orders MVSS2305)

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

## ***Minute Action***

AGENDA ITEM: 3

***Date:*** May 11, 2023

***Subject:***

Interstate 10 Corridor - Contract 1 Construction Update

***Recommendation:***

Receive and file the Interstate 10 Corridor - Contract 1 Construction Update.

***Background:***

Since April 2020, the construction work continues to progress forward, with much of the ten-mile corridor construction work currently underway to install two (2) express lanes in each direction from the County line through the Interstate 10 (I-10)/Interstate 15 (I-15) interchange. As of April 2023, the project work is at approximately 80 percent complete and construction time elapsed is 82 percent. This work includes completing utility relocations in conflict with the project, reconstructing retaining walls, soundwalls, bridge replacements and freeway and bridge widenings. The construction activity is presently near its peak, with eight (8) bridges completed to date, two (2) bridges near completion, and six (6) bridges currently in progress. Additionally, 86 retaining walls are being reconstructed, with 61 walls completed to date, two (2) near completion, and eight (8) currently in progress. The construction team is accomplishing approximately \$10 to \$15 million of invoiced work each month, representing a significant volume of work progressing along the project corridor.

The project was originally planned to be substantially complete in summer 2023; however, due to several construction challenges, the contractor's latest schedule update reflects a delay until March 2024. San Bernardino County Transportation Authority (SBCTA) and the Design-Builder are continuing to work diligently on many identified schedule opportunities to recover and to substantially open the express lanes and full freeway as early as possible. Some of the challenges are mainly related to added schedule durations for shoring and other work, as well as maintaining sequential activities versus overlapping concurrent work within the construction schedule. The project team continues to work with the Contractor to implement schedule recovery opportunities to move up opening of the express lanes from March 2024 to December 2023.

At this time, SBCTA, California Department of Transportation (Caltrans), and the Design-Builder are currently focused on finding solutions to these challenges and expediting construction completion and opening the express lanes, as described within the following 'Schedule Recovery Opportunities'.

***Schedule Recovery Opportunities:***

The purpose of the schedule recovery opportunities is to better manage, mitigate, and control the impact on the public, provide a safer work zone, and complete work faster. Major improvement and recovery opportunities are:

**Work Progress**

- Extended work hours – walls near Euclid Bridge
- Faster production on outside work for traffic switch
- Monte Vista Avenue

*Entity: San Bernardino County Transportation Authority*

**Tolling – DB / TSP coordination**

- Potential resequencing of elements of delivery vs Turnover Packages
- Testing

**Pavement**

- Rehabilitation - Replacements
- Final Configuration 4+2 lanes
- More median work areas
- Grinding / Sealing

In summary, as of April 2023, there has been significant progress and a tremendous volume of construction work completed to date, along the I-10 corridor from the City of Montclair through the City of Ontario. In the coming months, this progress will continue ahead as staff focuses on the Schedule Recovery Opportunities outlined above, to reach objectives, expedite construction completion, and open the express lanes within the next 12 months.

***Financial Impact:***

This item is consistent with the Fiscal Year 2022/2023 Budget.

***Reviewed By:***

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

***Responsible Staff:***

Khalid Bazmi, Construction Manager

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Approved  
Board of Directors Metro Valley Study Session  
Date: May 11, 2023  
Witnessed By:





## I-10 Contract 1 Construction Update

May 11, 2023



San Bernardino County  
Transportation Authority

### Construction Status

- 18 Bridges
  - 8 Completed
  - 2 Near Completion
  - 6 In Progress
  - 2 Remaining (median)
- 86 Walls
  - 61 Completed
  - 2 Near Completion
  - 8 In Progress
  - 15 Remaining

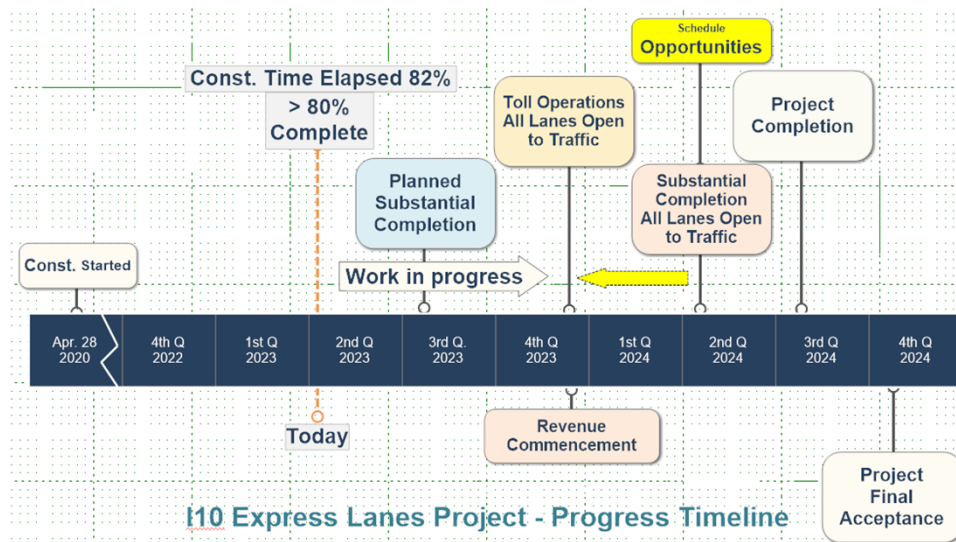


**I-10 Contract 1 Construction Update**

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Attachment: I 10 Update-051123-MVSS PPT (9094 : I-10 Corridor - Contract 1 Construction Update)

## Progress Timeline



**I-10 Contract 1 Construction Update**

3

## Schedule Recovery Opportunities

### Work Progress

- Extended work Hours – walls near Euclid Bridge
- Faster production on outside work for Traffic switch
- Monte Vista Avenue

### Tolling – DB / TSP coordination

- Elements Delivery vs Packages
- Testing

### Pavement

- Rehabilitation - Replacements
- Final Configuration 4+2 lanes
- More median work areas
- Grinding / Sealing



**I-10 Contract 1 Construction Update**

4

## ***Minute Action***

### AGENDA ITEM: 4

***Date:*** May 11, 2023

***Subject:***

Interstate 10 Contract I Landscape Design Award Contract No. 23-1002903

***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 the award of Contract No. 23-1002903 with EXP U.S. Services, Inc., for the Interstate 10 Contract 1 Landscape Design Project, in an amount not-to-exceed \$1,354,134.55.

B. Approve a contingency amount for Contract No. 23-1002903 of \$135,413.46, and authorize the Executive Director, or his designee, to release contingency as necessary for the project.

***Background:***

The Interstate 10 (I-10) Corridor Project will be adding one (1) to two (2) express lanes from the Los Angeles/San Bernardino County Line to Ford Street in the City of Redlands and the corresponding Project Approval/Environmental Document (PA/ED) was approved in May 2017. The first ten (10) miles of the I-10 Corridor Project are currently under construction as a Design-Build Project, implementing the express lanes from San Bernardino County Line through the I-10/Interstate 15 (I-15) system interchange.

As identified in the approved PA/ED documents, this project will replace existing planting and irrigation systems removed during construction of the current Contract 1 improvements within the California Department of Transportation (Caltrans) Right-of-Way (ROW), along other highway ROW, or in adjacent public spaces within adjacent communities, in accordance with the Environmental Commitments Record (ECR). However, the drought challenges, Governor's Executive Order to reduce water usage experienced statewide, and the related changes in the landscape policies developed over the past few years, have posed significant challenges to completing the final design and installation of the Contract 1 landscape improvements. These recent changes, including the San Bernardino County Transportation Authority (SBCTA) Measure I Major Projects Program, Landscape Policy No. 34502 revised by the SBCTA Board of Directors (Board) in December 2021, bring significant challenges for the Contract 1 contractor to modify and immediately implement under the current design and construction plans. Therefore, staff has developed a revised approach as discussed below.

This modified approach focuses on more effectively completing the revised design and construction contracts as separate, follow-on contracts to the Contract 1 Design-Build Project, to finalize the landscape design and construction improvements. This approach allows staff to modify the landscaping plans, in accordance with the SBCTA Measure I Major Projects Program, Landscape Policy No. 34502, and coordinate with Caltrans to obtain the approvals for landscape implementation following the Contract 1 express lanes construction work.

The Request for Proposals (RFP) No. 23-1002903 was released on January 12, 2023, and was sent electronically to approximately 763 consultants registered on PlanetBids. The solicitation

*Entity: San Bernardino County Transportation Authority*

# Board of Directors Metro Valley Study Session Agenda Item

May 11, 2023

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was downloaded by 48 firms. The solicitation was issued in accordance with current SBCTA policies and procedures for professional services.

A Pre-Proposal meeting was held on January 23, 2023, and was attended by three (3) firms. Addendum No. 1 was issued on January 31, 2023, revising the insurance requirements.

One (1) proposal was received by the date and time specified in the RFP. The following is a summary of the events that transpired in the evaluation and selection process. A responsiveness review was conducted by the Procurement Professional which found a single firm to be responsive. Per SBCTA Contracting and Procurement Policy 11000 Section V.C.2.e. Special Consideration, staff can proceed with the analysis described below and prepare a memo to the Executive Director with a recommendation to accept or reject the proposal and alternative options

As per SBCTA Contracting and Procurement Policy 11000, the Procurement Professional evaluated the factors relative to the procurement process including adequacy of notification to qualified competitors, requirements of the RFP, the amount of time provided to respond to the RFP, adequacy of the one (1) proposal received, and urgency. This analysis included the following:

1. SBCTA procurement staff made phone calls to the firms that showed interest in the solicitation, by attending the pre-proposal conference and submitted questions via PlanetBids, to survey the reasons for no bid. The responses were as follows: inadequate experience on the I-10 corridor, could not find the right teaming partner and too busy preparing other proposals.
2. SBCTA procurement staff reviewed the scope of work (SOW) and the schedule to ensure it was clear and that sufficient time was provided.
3. Evaluators, composed of SBCTA staff and Caltrans, indicated that the proposal received was responsive and meets the SOW requirements.

Pursuant to Contracting and Procurement Policy 11000, this information was provided to the Executive Director requesting his approval to accept a single proposal. The Executive Director recommended moving forward with the single proposal based on the analysis performed.

On February 13, 2023, the proposal was disseminated to all Evaluation Committee members. A copy of the Score Sheets, the Declaration of Impartiality and Confidentiality form were also distributed to the committee members.

The Evaluation Committee members met on February 22, 2023, and discussed the proposal according to the evaluation criteria, including the proposal's strengths and weaknesses. The Procurement Professional provided information regarding the reference checks of the firms. The Evaluation Committee members individually scored the proposal based on the evaluation criteria listed in the RFP.

Because of the single proposal, and in an effort to save staff time and resources, it was deemed that the scoring was high enough to not need an interview. Evaluation forms, full detail of the scores and reference checks are included in the Contract Audit File.



Board of Directors Metro Valley Study Session Agenda Item

May 11, 2023

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The Evaluation Committee considered EXP U.S. Services, Inc. qualified to perform the work specified in the RFP. EXP U.S. Services, Inc. is being selected for the following reasons: the firm was able to clearly demonstrate a thorough understanding of the SOW, proposed an overall solid team with high qualifications, and a good work plan.

***Financial Impact:***

This item is consistent with the Fiscal Year 2022/2023 Budget under Task No. 0820 Freeway Projects and Sub-Task No. 0823 I-10 Corridor Contract 1.

***Reviewed By:***

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

***Responsible Staff:***

Juan Lizarde, Project Manager

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Approved  
Board of Directors Metro Valley Study Session  
Date: May 11, 2023  
Witnessed By:

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San Bernardino County Transportation Authority



Contract No:	<u>23-1002903</u>	Amendment No.:	<u>                    </u>
Contract Class:	<u>Payable</u>	Department:	<u>Project Delivery</u>
Vendor No.:	<u>03441</u>	Vendor Name:	<u>EXP U.S. SERVICES INC.</u>
Description:	<u>I-10 CONTRACT 1 LANDSCAPE DESIGN</u>		

List Any Related Contract Nos.:

Dollar Amount							
Original Contract		\$	1,354,134.55	Original Contingency		\$	135,413.46
Prior Amendments		\$	-	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	1,354,134.55	Total Contingency Value		\$	135,413.46
	Total Dollar Authority (Contract Value and Contingency)					\$	1,489,548.01

Board of Directors	Date: 06/07/2023	Committee	Item #
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Board of Directors	Date:	06/07/2023	Committee	Item #
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Other Contracts	Sole Source?	No	No Budget Adjustment
Local	Design		N/A

Estimated Start Date:	06/07/2023	Expiration Date:	05/31/2026	Revised Expiration Date:
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Estimated Start Date: 06/07/2023      Expiration Date: 05/31/2026      Revised Expiration Date:

NHS: Yes                      QMP/QAP: Yes                      Prevailing Wage: No

Total Contract Funding:                      Total Contingency:

[illegible]

Juan Lizarde

Project Manager (Print Name)

Sal Chavez

Task Manager (Print Name)

Additional Notes:

**CONTRACT NO. 23-1002903****BY AND BETWEEN****SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY****AND****EXP U.S. SERVICES, INC.****FOR****I-10 CONTRACT 1 LANDSCAPE SUPPLEMENTAL PROJECT  
REPORT/ENVIRONMENTAL REVALIDATION, PLANS, SPECIFICATIONS, AND  
ESTIMATES PROFESSIONAL SERVICES**

This contract ("Contract") is made and entered into by and between the San Bernardino County Transportation Authority, ("SBCTA"), whose address is 1170 W. 3rd Street, 2<sup>nd</sup> Floor, San Bernardino, California 92410-1715; and EXP U.S. Services, Inc. a Delaware corporation ("CONSULTANT"), whose address is 451 East Vanderbilt Way, Suite 375, San Bernardino, CA 92408. SBCTA and CONSULTANT are each a "Party" and collectively the "Parties".

**RECITALS:**

**WHEREAS**, SBCTA requires Work as described in Exhibit A of this Contract; and

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

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

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

Attachment: 23-1002903 (9344 : I-10 Contract 1 Landscape Design Award)

## ARTICLE 1. INTRODUCTION

- 1.1 The work to be performed under this Contract is described in Exhibit A, entitled “Scope of Work”, and the CONSULTANT’s Approved Cost Proposal dated March 28, 2023 (Exhibit B). If there is any conflict between the Approved Cost Proposal and the Contract Articles, the Contract Articles take precedence.
- 1.2 CONSULTANT agrees to indemnify and hold harmless SBCTA, its officers, agents and employees from any and all claims, demands, costs, or liability arising from or connected with the services provided hereunder due to negligent acts, errors, or omissions of the CONSULTANT. CONSULTANT will reimburse SBCTA for any expenditure, including reasonable attorney fees, incurred by SBCTA in defending against claims ultimately determined to be due to negligent acts, errors, or omissions of the CONSULTANT.
- 1.3 CONSULTANT and the agents and employees of CONSULTANT, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of SBCTA.
- 1.4 Without the written consent of SBCTA, this Contract is not assignable by CONSULTANT, either in whole or in part.
- 1.5 No alteration or variations of the terms of this Contract shall be valid unless made in writing and signed by the Parties hereto; and no oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- 1.6 The consideration to be paid to CONSULTANT as provided herein shall be in compensation for all of CONSULTANT’s expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.
- 1.7 The Project Manager for this Contract is Juan Lizarde, or such other designee as shall be designated in written notice to CONSULTANT from time to time by the Department Director of SBCTA or his or her designee. The Project Manager shall have authority to act on behalf of SBCTA in administering this Contract, including giving notices (including without limitation, notices of default and/or termination), technical directions and approvals, demanding performance and accepting work performed, but is not authorized to receive or issue payments or execute amendments to the Contract itself.

## ARTICLE 2. PROJECT DESCRIPTION/SCOPE OF WORK

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

### **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 June 7, 2023, 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 31, 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.
- 4.3 SBCTA at its sole discretion may extend the original term of the Contract for two one-year option terms. The maximum term of this Contract, including all option term(s) if exercised, will not exceed May 31, 2028.

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

- 5.1 The method of payment for this Contract will be based on actual cost plus fixed fee. SBCTA will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the Work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT's cost proposal, unless additional reimbursement is provide for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds SBCTA's approved overhead rate set forth in the Cost Proposal. In the event, that SBCTA determines that a change to the Work from that specified in the Cost Proposal and Contract is required, the Contract time or actual costs reimbursable by SBCTA shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified herein shall not be exceeded, unless authorized by written amendment.
- 5.2 In addition to the allowable incurred costs, SBCTA will pay CONSULTANT a fixed fee of \$35,147.26. The fixed fee is nonadjustable for the term of the Contract, except in the event of a significant change in the Scope of Work and such adjustment is made by contract amendment.
- 5.3 Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- 5.4 When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from SBCTA before exceeding such cost estimate.

- 5.5 Progress payments will be made monthly in arrears based on Services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Scope of Work, SBCTA shall have the right to delay payment or terminate this Contract in accordance with the Termination provisions herein.
- 5.6 No payment will be made prior to approval of any Work, nor any Work performed prior to approval of this Contract.
- 5.7 CONSULTANT will be reimbursed as promptly as fiscal procedures will permit upon receipt by SBCTA of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of Work for which CONSULTANT is billing except for the month of June, which will require the invoice to be submitted by July 10<sup>th</sup>. Invoices shall detail the Work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number. Final invoice must contain the final cost and all credits due SBCTA including any equipment purchased under the provisions of this Contract. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's Work. Invoices should be e-mailed to SBCTA at the following address:  
[ap@gosbcta.com](mailto:ap@gosbcta.com)  
 For large files over 30 megabytes, invoices can be submitted using this link:  
<https://sanbag-lfweb.sanbag.ca.gov/Forms/Invoice-submission>
- 5.8 CONSULTANT shall include a statement and release with each invoice, satisfactory to SBCTA, that CONSULTANT has fully performed the Work invoiced pursuant to this Contract for the period covered, that all information included with the invoice is true and correct, and that all payments to and claims of CONSULTANT and its subconsultants for Work during the period will be satisfied upon the making of such payment. SBCTA shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such statement and release.
- 5.9 The total amount payable by SBCTA to CONSULTANT including the fixed fee shall not exceed \$1,354,134.55.
- 5.10 Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by SBCTA. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.
- 5.11 All subcontracts in excess of \$25,000 shall contain the above provisions.

## ARTICLE 6. TERMINATION

- 6.1 Termination for Convenience – SBCTA's Executive Director shall have the right at any time, with or without cause, to terminate further performance of Work by giving thirty (30) calendar days written notice to CONSULTANT specifying the date of termination. On the date of such termination stated in said notice, CONSULTANT shall promptly discontinue performance of Work and shall preserve Work in progress and completed Work, pending SBCTA's instruction, and shall turn over such Work in accordance with SBCTA's instructions.

- 6.1.1 CONSULTANT shall deliver to SBCTA all deliverables prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA. Upon such delivery, CONSULTANT may then invoice SBCTA for payment in accordance with the terms herein.
- 6.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the Contract cost based upon the percentage of all contracted Work satisfactorily executed to the date of termination.
- 6.1.3 CONSULTANT shall be entitled to receive the actual costs incurred by CONSULTANT to return CONSULTANT's tools and equipment, if any, to it or its suppliers' premises, or to turn over Work in progress in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.
- 6.2 Termination for Cause
- 6.2.1 In the event CONSULTANT shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy shall be filed against CONSULTANT or a receiver shall be appointed on account of its insolvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice, SBCTA may, without prejudice to any other rights or remedies SBCTA may have, and in compliance with applicable Bankruptcy Laws: (a) hold in abeyance further payments to CONSULTANT; (b) stop any Work of CONSULTANT or its subconsultants related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONSULTANT specifying the date of termination. In the event of such termination by SBCTA, SBCTA may take possession of the products and finished Work by whatever method SBCTA may deem expedient. A waiver by SBCTA of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT of the same or any other provision, nor be deemed to waive, amend, or modify this Contract.
- 6.2.2 CONSULTANT shall deliver to SBCTA all finished and unfinished deliverables under this Contract prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA within ten (10) working days of said notice.
- 6.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SBCTA, satisfactory in form and content to SBCTA and verified by SBCTA. In no event shall CONSULTANT be entitled to any payment for prospective profits or any damages because of such termination.
- 6.3.1 All subcontracts in excess of \$25,000 shall contain the above provisions.



## **ARTICLE 7. FUNDING REQUIREMENTS**

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

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

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

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

*Intentionally Omitted*

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

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

## **ARTICLE 11. CONTINGENT FEE**

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

## **ARTICLE 12. RETENTION OF RECORDS/AUDIT**

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

## **ARTICLE 13. DISPUTES**

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

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

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



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

## **ARTICLE 15. SUBCONTRACTING**

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

## **ARTICLE 16. EQUIPMENT PURCHASE**

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

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

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

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

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

## **ARTICLE 18. SAFETY**

18.1 CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by SBCTA or other SBCTA representative. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

18.2 Pursuant to the authority contained in Section 591 of the Vehicle Code, SBCTA has determined that such areas are within the limits of the Project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

18.3 Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.

## **ARTICLE 19. INSURANCE**

19.1 Prior to commencing the Work, subject to the provisions of Article 19.2 "General Provisions", and at all times during the performance of the Work and for such additional periods as required herein, CONSULTANT and all sub-consultants of every tier performing any Work under this contract shall, at CONSULTANT's and sub-consultant's sole expense, procure and maintain broad form insurance coverage at least as broad as the following minimum requirements specified below:

19.1.1 Professional Liability. The policies must include the following:

- A limit of liability not less than \$2,000,000 per claim
- An annual aggregate limit of not less than \$4,000,000
- 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 five (5) 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 **\$3,000,000 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.
  - \$3,000,000 per occurrence limit for property damage or bodily injury
  - \$1,000,000 per occurrence limit for personal injury and advertising injury

- \$3,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 10 01) ,
- If a general aggregate applies, it shall apply separately to this project/location. The project name must be indicated under “Description of Operations/Locations” (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an “occurrence” form. “Claims made” and “modified occurrence” forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

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

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

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

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

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

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

19.1.5 Commercial Auto. The policy must include the following:

- A total limit of liability of not less than **\$1,000,000** each accident. This total limits of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article.

- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONSULTANT services.
- Combined Bodily Injury and Property Damage Liability insurance  
The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

19.1.6 Pollution Liability. Intentionally omitted.

19.1.7 Cyber Liability Insurance. Intentionally omitted.

19.1.8 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 insurance carriers must have a current A.M. Best rating of A-VIII or better and if policies are written by insurance carriers that are non-admitted but authorized to conduct business in the state of California, then they must meet the current A.M. Best rating of A-X or better, unless otherwise approved in writing by SBCTA's Risk Manager.

19.2.2 No Representations or Warranties. SBCTA makes no representation or warranty that the coverage, limits of liability, or other terms specified for the insurance policies required under this contract are adequate to protect the CONSULTANT against its undertakings under this Contract or its liability to any third party, nor will they preclude SBCTA from taking any actions as are available to it under this Contract or otherwise at law.

19.2.3 Additional Insured Coverage. All policies, except those for Workers' Compensation and Professional Liability insurance, shall be endorsed by ISO Form CG 20 10 11 85, or if not available, then ISO Form CG 20 38, to name San Bernardino County Transportation Authority, California Department of Transportation (Caltrans) and their 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 any indemnified party to vicarious liability but shall allow coverage for all indemnified parties to the full extent provided by the policy.

- 19.2.4 Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA's Risk Manager, including declarations pages of each policy, certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA's Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager's name on the face of the certificate. If requested in writing by SBCTA, CONSULTANT shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.
- 19.2.5 Deductibles and Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, CONSULTANT shall be responsible for any deductible or self- insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONSULTANT will pay, and shall require its sub-contractor to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA's Risk Manager. Without SBCTA's Risk Manager's expressed written approval no deductibles or SIR will be allowed. At the option of SBCTA, if the deductible or SIR is approved and it is greater than \$10,000 or one (1) percent of the amount of coverage required under this Contract, whichever is less, the CONSULTANT shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONSULTANT shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA shall have the right to review any and all financial records that SBCTA, at its sole discretion deems necessary to approve any deductible or SIR. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONSULTANT. The CONSULTANT's policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any CONSULTANT's deductible or SIR.
- 19.2.6 CONSULTANT's and Subconsultants' Insurance will be Primary. All policies required to be maintained by the CONSULTANT or any subconsultant with the exception of Professional Liability and Worker's Compensation shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13), to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONSULTANT's or subconsultants' pollution,

automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.

- 19.2.7 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONSULTANT hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCTA, in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, CONSULTANT shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. CONSULTANT shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONSULTANT from waiving the right of subrogation prior to a loss or claim.
- 19.2.8 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide SBCTA thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONSULTANT will provide SBCTA ten (10) days prior written notice. In any event, CONSULTANT will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONSULTANT receives within one business day after CONSULTANT receives it by submitting it to SBCTA at [procurement@gosbcta.com](mailto:procurement@gosbcta.com) to the attention of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.
- 19.2.9 Enforcement. SBCTA may take any steps as are necessary to assure CONSULTANT's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONSULTANT fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONSULTANT or withhold such expense from amounts owed CONSULTANT, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONSULTANT of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONSULTANT, or any subconsultant of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.
- 19.2.10 No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.
- 19.2.11 Non-Limitation of Insurance Requirements. The insurance coverage provided and

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

- 19.2.12 Review of Coverage. SBCTA may at any time review the coverage, form, and amount of insurance required under this contract, and may require the CONSULTANT to make changes in such insurance reasonably sufficient in coverage, form, and amount to provide adequate protection against the kind and extent of risk that exists at that time. SBCTA may change the insurance coverages and limits required under this contract by notice to the CONSULTANT, whereupon the CONSULTANT will, within sixty (60) days of such notice date, procure the additional and/or modified insurance coverages. Upon such change, any additional cost (at actual cost) from such change will be paid by SBCTA and any reduction in cost will reduce the Contract Price pursuant to a Change Order.
- 19.2.13 Subconsultant Insurance. Insurance required of the CONSULTANT shall be also provided by subconsultants or by CONSULTANT on behalf of all subconsultants to cover their services performed under this Contract. CONSULTANT may reduce types and the amounts of insurance limits provided by subconsultants to be proportionate to the amount of the subconsultant's contract and the level of liability exposure for the specific type of work performed by the subconsultant. CONSULTANT shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subconsultant.
- 19.2.14 Higher Limits. If CONSULTANT maintains higher limits than the minimums shown above, SBCTA shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA.
- 19.2.15 Special Risks or Circumstances. SBCTA reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior



experience, insurer, coverage, or other special circumstances.

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

## **ARTICLE 20. INDEMNITY**

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

CONSULTANT shall indemnify and defend (with legal counsel reasonably approved by SBCTA) SBCTA, Caltrans and their 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.

- 20.2 For all other Work and obligations, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA, Caltrans and their respective 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 any indemnified party 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 all indemnified party's "active" as well as "passive" negligence, but does not apply to any indemnified party's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

## **ARTICLE 21. OWNERSHIP OF DATA**

- 21.1 Upon completion of all Work under this Contract, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this Contract will automatically be vested in SBCTA, and no further agreement will be necessary to transfer ownership to SBCTA. CONSULTANT shall furnish SBCTA all necessary copies as needed to complete the review and approval process.
- 21.2 It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this Contract has been entered into.
- 21.3 CONSULTANT is not liable for claims, liabilities, or losses arising out of or connected with the modification or misuse by SBCTA of the machine-readable information and data provided by CONSULTANT under this Contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of or connected with any use by SBCTA of the project documentation for other projects or additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONSULTANT.

- 21.4 Applicable patent rights provisions regarding rights to inventions shall be included in the Contract as appropriate (48 CFR 27, subpart 27.3).
- 21.5 SBCTA may permit copyrighting reports or other agreement products. If copyrights are permitted, the Contract shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for government purposes.
- 21.6 Any subcontract in excess of \$25,000 entered into as a result of this Contract, shall contain all of the provisions of this Article.

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

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

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

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

obtaining SBCTA's review and written permission.

- 23.5 Any SBCTA communications or materials to which CONSULTANT or its subconsultants or agents have access and materials prepared by CONSULTANT under the terms of this Contract shall be held in confidence by CONSULTANT, who shall exercise reasonable precautions to prevent the disclosure of confidential information to anyone except as expressly authorized by SBCTA. Any communications with or work product of SBCTA's legal counsel to which CONSULTANT or its subconsultants or agents have access in performing work under this Contract shall be subject to the attorney-client privilege and attorney work product doctrine, and shall be confidential. CONSULTANT shall not release any reports, information or promotional material or allow for the use of any photos related to this Contract for any purpose without prior written approval of SBCTA.
- 23.6 Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.
- 23.7 CONSULTANT, its employees, agents and subconsultants shall be required to comply with SBCTA's Confidentiality Policy; anyone who may have access to Personally Identifiable Information ("PII") and/or Sensitive Security Information ("SSI") will be required to execute a Confidentiality Agreement.
- 23.8 All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than SBCTA.

#### **ARTICLE 24. NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

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

#### **ARTICLE 25. EVALUATION OF CONSULTANT**

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

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

- 26.1 Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.
- 26.2 No retainage will be withheld by SBCTA from progress payments due the CONSULTANT. Retainage by the CONSULTANT or subconsultants is prohibited, and no retainage will be held by CONSULTANT from progress payments due subconsultants. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by the CONSULTANT or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE

CONSULTANTS and subconsultants.

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

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

## **ARTICLE 28. TECHNICAL DIRECTION**

- 28.1 Performance of Work under this Contract shall be subject to the technical direction of SBCTA's Project Manager, who will be identified in writing to CONSULTANT upon issuance of the NTP and/or subsequently by written notice during the Contract. The term

"Technical Direction" is defined to include, without limitation:

- 28.1.1 Directions to CONSULTANT which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Scope of Work.
  - 28.1.2 Provision of written information to CONSULTANT which assists in the interpretation of drawings, reports, or technical portions of the Scope of Work described herein.
  - 28.1.3 Review and, where required by the Contract, approval of technical reports, drawings, specifications and technical information to be delivered by CONSULTANT to SBCTA under the Contract.
  - 28.1.4 SBCTA may modify this Contract for certain administrative modifications without issuing a written amendment. Administrative modifications as defined herein are limited to: substitutions of personnel identified in this Contract, including Key Personnel and project personnel and subconsultants; modifications to hourly rates, classifications, and names of personnel in Exhibit B; and modifications of the address of the CONSULTANT. All administrative modifications shall be documented in writing between the Parties.
- 28.2 Technical Direction must be within the Scope of Work under this Contract. SBCTA's Project Manager does not have the authority to, and may not, issue any Technical Direction which:
- 28.2.1 Increases or decreases the Scope of Work;
  - 28.2.2 Directs CONSULTANT to perform Work outside the original intent of the Scope of Work;
  - 28.2.3 In any manner causes an increase or decrease in the Contract price as identified in this Contract, or the time required for Contract performance;
  - 28.2.4 Changes any of the expressed terms, conditions or specifications of the Contract, unless identified herein;
  - 28.2.5 Interferes with the CONSULTANT's right to perform the terms and conditions of the Contract; or
  - 28.2.6 Approves any demand or claim for additional payment.
- 28.3 Failure of CONSULTANT and SBCTA's Project Manager to agree that the Technical Direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken, shall be subject to the provisions of the "DISPUTES" Article herein.
- 28.4 All Technical Direction shall be issued in writing by SBCTA's Project Manager.
- 28.5 CONSULTANT shall proceed promptly with the performance of Technical Direction issued by SBCTA's Project Manager, in the manner prescribed by this Article and within their authority under the provisions of this Article. If, in the opinion of CONSULTANT, any instruction or direction by SBCTA's Project Manager falls within one of the categories defined in 27.2.1 through 27.2.6, CONSULTANT shall not proceed but shall notify SBCTA



in writing within five (5) working days after receipt of any such instruction or direction and shall request SBCTA to modify the Contract accordingly. Upon receiving the notification from the CONSULTANT, SBCTA shall:

28.5.1 Advise CONSULTANT in writing within thirty (30) calendar days after receipt of the CONSULTANT's letter that the Technical Direction is or is not within the scope of this Contract.

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

## **ARTICLE 29. KEY PERSONNEL**

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

<b>Name</b>	<b>Job Classification/Function</b>
Khalil Saba, PE	Principal-In-Charge
Gabriel Rodriguez, PE	Project Manager
Cathy Johnson, PLA	Landscape Architecture Lead
Alan Ashimine	Environmental Lead
Syed Reza, PE	Engineering Lead
Octavio Hernandez, PE	Electrical Engineer
Candace Freeman	Right-Of-Way Coordinator
Mike Mays	Right-Of-Way Coordinator

## **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 The State of California's General Prevailing Wage Rates is not applicable to this Contract.

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

- 35.3 Any subcontract in excess of \$25,000 entered into as a result of this Contract shall contain all of the provisions of this Article.
- 35.4 CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or any contract to provide construction inspection for any construction project resulting from this Contract. An affiliated firm is one subject to the control of the same persons through joint ownership or otherwise.
- 35.5 Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this Contract shall be eligible to bid on any construction contract, or any contract to provide construction inspection for any construction project resulting from this Contract.

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

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

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

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

<b>To EXP U.S. Services, Inc.</b>	<b>To SBCTA</b>
<b>451 E Vanderbilt Way, Suite 375</b>	<b>1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor</b>
<b>San Bernardino, CA 92408</b>	<b>San Bernardino, CA 92410-1715</b>
<b>Attn: Khalil Saba, PE</b>	<b>Attn: Sal Chavez, Construction Manager,</b> <b><a href="mailto:schavez@gosbcta.com">schavez@gosbcta.com</a></b>
<b>Email: <a href="mailto:khalil.saba@exp.com">khalil.saba@exp.com</a></b>	<b>cc: Procurement Manager,</b> <b><a href="mailto:procurement@gosbcta.com">procurement@gosbcta.com</a></b>
<b>Phone: (909) 751-3520</b>	<b>Phone: (909) 884-8276</b>

#### **ARTICLE 38. STOP WORK ORDER**

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



## **ARTICLE 39. CLAIMS**

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

## **ARTICLE 40. ERRORS AND OMISSIONS**

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

## **ARTICLE 41. 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-----

**SIGNATURE PAGE TO AGREEMENT NO. 23-1002903  
BETWEEN  
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY  
AND  
EXP U.S. SERVICES, INC.**

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

**EXP U.S. SERVICES, INC.**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Khalil Saba  
Vice President

By: \_\_\_\_\_  
Art Bishop  
President, Board of Directors

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

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

**APPROVED AS TO FORM**

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

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

**CONCURRENCE**

By: \_\_\_\_\_  
Shaneka Morris  
Procurement Manager

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

Attachment: 23-1002903 (9344 : I-10 Contract 1 Landscape Design Award)

**EXHIBIT A – “SCOPE OF WORK”**

## SCOPE OF WORK (SOW)

### I. APPLICABLE STANDARDS

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

### II. GENERAL DESCRIPTION OF REQUIRED SERVICES

- A. Required services listed below do not supersede the requirements established in the Contract.
- B. CONSULTANT Services include the studies, reports, drawings, plans, specifications, estimates, and special provisions necessary to complete the PR, ED, and PS&E.
- C. The deliverables list for the Supplemental Project Report (SPR), Environmental Revalidation (ER), updated Tree Preservation Plan, General Project Landscape Concept, and Plans, Specification, and Estimate (PS&E) will be refined during the initial planning and scoping Project Development Team (PDT) meeting. Not all deliverables may be required.
- D. CONSULTANT shall develop and maintain a Project schedule. The Project schedule may be presented monthly to the PDT meeting. A deliverables matrix will accompany the schedule. The deliverables matrix will highlight the status of the documents in the review process.
- E. CONSULTANT shall employ appropriate quality control and quality assurance procedures for every deliverable.
- F. CONSULTANT shall identify potential risks and uncertainties related to the delivery and construction of the Project. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impacts to adjacent properties, public safety, and environmental considerations. If at any time during the performance of this Scope of Services, CONSULTANT observes, encounters, or identifies any circumstance that could pose potential risk, CONSULTANT shall notify SBCTA immediately.
- G. Prime contract terms and conditions will be incorporated into the subcontract agreements.
- H. The Task and WBS Structure used for pricing, cost reporting and schedule preparation shall be consistent with the Caltrans Workplan Standards Guide for Delivery of Capital Projects. Project Management activities will be performed in accordance with the Caltrans' Workplan Standards Guide for Delivery of Capital Projects. CONSULTANT shall prepare and submit monthly invoices and project controls reports. Invoices shall follow SBCTA templates and shall contain all required information.
- I. Project plans and specifications must comply with the Federal Americans with Disabilities Act (ADA) requirements 28 CFR, Part 35 or Part 36, and the *California*

and *Local Building Codes* within the project limits. For ADA requirements, see Chapter 11 “Design Standards,” and Section 12.7 of this chapter. Complete the Caltrans Certification of Compliance with Americans with Disabilities Act (ADA) Form TR-040.

- J. The final engineering technical reports must bear the signature, stamp or seal, registration number, and registration certificate expiration date of the registered landscape architect most directly in responsible charge or other registered or certified professional working on the report as specified in Section 9 of the Project Development Procedures Manual.

### III. ASSUMPTIONS

- A. The basis for design is the I-10 Corridor Project (EA 0C250, PN 0800000040) Project Report approved on May 15, 2017. Project limits will be from the L.A. County Line to Interstate 15 (I-15).
- B. All plans shall be prepared at 1"=50' scale.
- C. CONSULTANT anticipates two meeting per month during the duration of this contract, including one mandatory monthly PDT meeting.
- D. CONSULTANT will coordinate with SBCTA and Caltrans prior to distribution of all deliverables to determine the points of contact and format of electronic files.
- E. Assume one peer review and two Caltrans reviews for each major deliverable. Deliverable shall be submitted electronically to SBCTA and Caltrans.
- F. The previously approved NEPA and CEQA Environmental Document (Environmental Impact Report/Environmental Impact Statement (EIR/EIS)) will be revalidated.
- G. Caltrans will continue to rely on the screened undertaking previously issued for the project for compliance with Section 106 of the National Historic Preservation Act, and CONSULTANT review or supplemental investigation would not be required.
- H. Assume up to twelve (12) new irrigation controllers and associated electrical points of connection.
- I. Assume all irrigation controllers will be owned and maintained by Caltrans. No irrigation controllers will be within City or County jurisdiction.
- J. Preparation of Electrical Plans for the fiber optic communication will involve splicing a new 12 single mode fiber optic (SMFO) cable to the existing mainline fiber optic cable.
- K. Assume Caltrans shall provide available fiber optic strands.
- L. Assume modification to the fiber optic mainline system will not be needed other than to splice a 12 SMFO cable to connection to the irrigation controllers.
- M. Assume eight (8) months for design and one (1) year for construction.



#### IV. SCOPE OF SERVICES

##### **TASK 3.100.15 - PROJECT MANAGEMENT**

###### Task 3.100.15 Project Management

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

###### *Deliverables:*

- *Monthly Progress Reports*

###### Task 3-100-15-1 Coordination and Meetings

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

###### *Deliverables:*

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

###### Task 3-100.15-2 Administration

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

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

###### *Deliverables:*

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



## **TASK 3.160 – PRELIMINARY ENGINEERING, STUDIES, AND SUPPLEMENTAL PROJECT REPORT**

### **Task 3.160.05 Review Updated Project Information**

CONSULTANT shall request, collect, assemble, and review all pertinent project information, including, but are not limited to, prior Route 10 Mas Landscape Plan, I-10 Express Lane PALM, I-10 Contract 1 Project revised Landscape Concepts, Project Reports and Engineering Technical Reports, Environmental Documents and Environmental Technical Reports, CAD files and drawings, and relevant correspondence. CONSULTANT shall incorporate the collected materials and information into the Project Master File.

#### *Deliverables:*

- *Project Records Files*

### **Task 3.160.10 Engineering Studies**

CONSULTANT shall perform all necessary Engineering Studies and preliminary design work required for the preparation of a Supplemental Project Report, development and refinement of viable Project Build Alternatives, selection of the preferred alternative, and initiation of final design efforts. All engineering studies performed and reports prepared shall meet Caltrans requirements according to the Highway Design Manual, Project Development Procedures Manual, and other pertinent Caltrans guidance. CONSULTANT will be responsible for obtaining any right of entry permits required for field work.

### **Task 3.160.25 Storm Water Data Report**

CONSULTANT shall perform studies to analyze on-site and off-site storm water flows for the project. CONSULTANT shall identify requirements for storm water treatment design features as part of this task. Results of this study shall be considered and utilized in the project preliminary design.

#### *Deliverables:*

- *Storm Water Data Report*

### **Task 3.160.30 Highway Planting Design Concepts**

CONSULTANT shall prepare highway planting concepts for the I-10 Contract 1 project limits from the Los Angeles/San Bernardino County Line to I-15. The concept will utilize topographic, including as-built information for the I-10 Contract 1 Express Lane Project, and right-of-way base mapping provided by SBCTA. The concept will be based on vision documents previously prepared by Caltrans and shall also include a design charrette to be held with SBCTA, Caltrans, and the local cities based on the hours budgeted.

#### *Deliverables:*

- *Highway Planting Design Concept and Design Charrette*

### **Task 3.160.40 Right of Way (ROW) Data Sheets**

CONSULTANT shall assess project ROW requirements by obtaining ROW information and preparing ROW data sheets for the project. This task shall include the results of utility record searches and cost for any potential relocations. Results of this assessment will be used as basis for estimating ROW costs.

*Deliverables:*

- *ROW Data Sheets*

Task 3.160.45 Utility Locations Determined for Preliminary Engineering

CONSULTANT shall review utility as-built plans and perform utility record searches. Results of this assessment will support estimating ROW costs.

*Deliverables:*

- *Utility Research and Costs*

Task 3.160.95 Preliminary Transportation Management Plan

CONSULTANT shall prepare a preliminary transportation management plan in support of the Supplemental Project Report (SPR).

*Deliverables:*

- *Preliminary Transportation Management Plan*

Task 3.160.15 Supplemental Project Report (SPR)

CONSULTANT shall prepare a Supplemental Project Report following the Caltrans format. The Supplemental Project Report shall be prepared by or under the supervision of a registered landscape architect or a registered engineer in the State of California. The consideration of non-standard features shall be closely coordinated with the SBCTA Project Manager and designee to confirm acceptability by the SBCTA.

*Deliverables:*

- *Draft and Final Supplemental Project Report*

Task 3.160.45 Base Maps and Plan Sheets for Supplemental Project Report and Environmental Revalidation Development

CONSULTANT shall prepare base maps for highway planting for the SPR & ER phase. These plan sheets shall be included in the Supplemental Project Report and Environmental Revalidation.

*Deliverables:*

- *Highway Planting Base Sheets*

**TASK 165 – ENVIRONMENTAL STUDIES & ENVIRONMENTAL REVALIDATION****Task 165.10 General Environmental Studies**

CONSULTANT shall perform supplemental environmental studies to support Caltrans' revalidation of the EIR/EIS issued under the National Environmental Policy Act (NEPA) in May 2017 for the I-10 Corridor Project (EA 0C250 / 0800000040). Caltrans will continue to act as the Lead Agency under CEQA and NEPA; the preparation of supplemental environmental technical reports shall be performed in consultation with the SBCTA Project Manager or designee and the Caltrans District 8 Environmental Planner assigned to the project. All supplemental environmental studies performed and reports prepared shall meet Caltrans requirements according to the Standard Environmental Reference site (SER) and other pertinent Caltrans guidance. CONSULTANT will be responsible for obtaining any right of entry permits required for field work.

CONSULTANT shall work with Caltrans and SBCTA to determine appropriate level of supplemental documentation for the various tasks listed below. To determine the appropriate level of supplemental documentation to support the CEQA/NEPA Revalidation, CONSULTANT will review previously prepared environmental studies for the I-10 Corridor Project, to identify if any proposed changes to the project would require additional documentation to maintain the validity of the original EIR/EIS determination. CONSULTANT will review the following previously prepared documents:

- Noise Study Report
- Air Quality Report
- Paleontological Evaluation Report
- Environmental Commitments Record
- Initial Site Assessment
- Natural Environmental Study
- Visual Impact Assessment Report

CONSULTANT will review previously prepared environmental documents to identify changes in the project engineering/design, changes to the environmental setting/circumstances, changes in the nature and severity of environmental impacts, or changes to environmental commitments would require supplemental documentation. A brief memo documenting the results of the review and any recommendations for supplemental documentation will be completed for each previously prepared study. The memos will be provided to Caltrans for their consideration in confirming what, if any, supplemental documentation would be required, and/or to support the revalidation of the NEPA/CEQA EIR/EIS determination for the project.

#### Task 165.10.25 Noise Study Report Review

CONSULTANT will review the previously-prepared Noise Study Report to identify if any changes to the project description or conditions of the site as it pertains to locations of sensitive noise receptors would require additional noise evaluation. The results of the review will be provided in a Noise Study Report Review Memo. It is assumed that additional assessment and/or documentation related to noise would not be required that Caltrans would rely on the Noise Study Report Review Memo to support their determination that the previously issued NEPA/CEQA EIR/EIS remains valid as it pertains to noise.

#### *Deliverables:*

- *Noise Study Report Review Memo*

#### Task 165.10.30 Transportation Air Quality Conformity Findings Checklist

CONSULTANT shall will complete a current Transportation Air Quality Conformity Findings Checklist (Revised August 2020) to document that the updated project remains exempt from all project-level conformity requirements. The current Checklist will be provided to Caltrans to support their determination that the previously-issued NEPA/CEQA CE/CE remains valid as it pertains to air quality.

#### *Deliverables:*

- *Transportation Air Quality Conformity Findings Checklist*

#### Task 165.10.65 Paleontological Resources Compliance Review Memo

CONSULTANT shall review the previously-prepared Paleontological Resources Compliance Memo to identify if any changes to the project description or conditions of the site as it pertains to paleontological resources would require additional evaluation. The results of the review will be provided in a Paleontological Resources Compliance Review Memo. It is assumed that additional assessment and/or documentation related to paleontological resources would not be required that Caltrans would rely on the Paleontological Resources Compliance Review Memo to support their determination that the previously-issued NEPA/CEQA CE/CE remains valid as it pertains to paleontological resources.

##### *Deliverables:*

- *Paleontological Resources Compliance Review Memo*

#### Task 165.10.75 Environmental Commitments Record Review

Upon completion of reviews of previously prepared environmental documentation and supplemental documentation, if any, CONSULTANT shall update the Environmental Commitments Record (ECR) for the project to adjust previously identified commitments and/or add additional comments that may be identified in supplemental documentation.

##### *Deliverables:*

- *Updated Environmental Commitments Record*

#### Task 165.10.80 Initial Site Assessment Checklist

CONSULTANT shall review the previously prepared Initial Site Assessment Checklist to identify if any changes to the project description or conditions of the site as it pertains to hazardous materials would require additional evaluation. The review would include updated searches of applicable hazardous materials databases to identify new incidences of know hazardous materials in and immediately adjacent to the project area and a “windshield” level site survey to identify obvious signs of contamination in the project area. The results of the review will be provided in an updated Caltrans Initial Site Assessment Checklist. It is assumed that completion of a Phase I Initial Site Assessment report would not be required, and that Caltrans would rely on the updated Initial Site Assessment Checklist to support their determination that the previously issued NEPA/CEQA CE/CE remains valid as it pertains to hazardous materials.

##### *Deliverables:*

- *Updated Initial Site Assessment Checklist*

#### Task 160.15 Biological Compliance Memo

CONSULTANT shall review the previously prepared Biological Compliance Memo to identify if any changes to the project description or conditions of the site as it pertains to biological resources would require additional evaluation. The review would include updated searches of applicable special status species databases to identify any newly listed species may be present in or near the project area, or any new known occurrences of special status species in or immediately adjacent to the project area, and will include a “windshield” level site survey to identify if site conditions have substantially changed in a way that would additional investigation for biological resources. The results of the review will be provided in a Biological Compliance Review Memo. It is assumed that completion of reconnaissance level biological surveys would not be required, and no additional biological

investigations would be required, and that Caltrans would rely on the Biological Compliance Review Memo to support their determination that the previously issued NEPA/CEQA CE/CE remains valid as it pertains to biological resources.

*Deliverable:*

- Biological Compliance Review Memo

Task 165.10.20 Visual Impact Assessment Report Review

CONSULTANT will review the previously-prepared Visual Impact Assessment Report to identify if any changes to the project description or conditions of the site as it pertains to visual impacts. The results of the review will be provided in a Visual Impact Assessment Report Review Memo.

*Deliverables:*

- Visual Impact Assessment Report Review Memo

Task 165.25.15 and 255.15 Environmental Re-evaluation

To support the Supplemental Project Report, CONSULTANT shall complete a NEPA/CEQA Revalidation Form for Caltrans' use in revalidating the previous NEPA/CEQA CE/CE determination. The signed Revalidation Form will be included in the Supplemental Project Report.

During Final PS&E, CONSULTANT shall complete an additional NEPA/CEQA Revalidation Form for Caltrans' use in revalidating the NEPA/CEQA CE/CE determination prior to approval of Final Design. It is expected that additional environmental study reviews and supplemental memos or documentation would not be required to support the final NEPA/CEQA Revalidation Form.

*Deliverables:*

- NEPA/CEQA Revalidation Form for the Supplemental Project Report (3.165.25.15) and NEPA/CEQA Revalidation Form for approval of Final Design (3.255.25)

**TASK 3.170 – PERMITS & AGREEMENTS**

Task 3.170.05 Determine Required Permits & Task 2.170.10 Obtain Permits

At this time, CONSULTANT does not anticipate obtaining any environmental resource agency permits and agreements based on the scope of work and therefore, CONSULTANT shall obtain and secure a Caltrans Encroachment Permit to perform project surveys:

*Deliverables:*

- Caltrans Encroachment Permit

**TASK 3.185 – PREPARE BASE MAPS AND PLAN SHEETS**

Task 3.185.15 35% Preliminary Design

CONSULTANT shall prepare preliminary plan set for the project following the Caltrans Highway Design Manual and Caltrans Standard Plans as appropriate. Preparation of the preliminary plan set shall include the preparation of the following sheets:

- Title Sheet (1 sheet)
- Index Sheet (2 sheet)

- Landscape Layout (50 sheets)
- Irrigation Plans (60 sheets)
- Highway Planting Plans (56 sheets)
- Construction Area Signs (4 sheets)
- Electrical Plans (10 sheets)

*Deliverables:*

- *35% Preliminary Plan Sheets*

Task 185.25.30 Utility Conflicts Map

CONSULTANT shall perform the work necessary to determine potential utility conflicts and consultation with affected agencies.

*Deliverables:*

- *Utility Plans (50 sheets)*

**TASK 3.230 – PREPARE DRAFT PLANS, SPECIFICATIONS & ESTIMATE (PS&E)**

Task 3.230.05 Draft Roadway Plans

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

- Title Sheet (1 Sheet)
- Index Sheet (2 Sheets)
- Temporary Water Pollution Control Quantities (2 sheets)
- Utility Plans (50 sheets)
- Construction Area Signs (4 sheets)

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

*Deliverables:*

- *65% Plans*
- *95% Plans*

Task 3.230.10 Draft Highway Planting Plans

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

- Landscape Layout including Details and Quantities (63 sheets)



- Erosion Control Legend (2 sheets)
- Irrigation Plans including Details and Quantities (60 sheets)
- Water Efficient Landscape Calculations (5 sheets)
- Highway Planting Plans including Details and Quantities (66 sheets)

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

*Deliverables:*

- 65% Plans
- 95% Plans

Task 3.230.15.15 Draft Electrical Plans

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

- Irrigation Service (10 sheets)
- Communication System (6 sheets)
- Electrical Systems Detail (10 sheets)
- Quantities (2 sheets)

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

*Deliverables:*

- 65% Plans
- 95% Plans

Task 3.230.20 Transportation Management Plan

CONSULTANT shall prepare a transportation management plan based on the preliminary transportation management plan prepared in the PA&ED phase.

*Deliverables:*

- *Transportation Management Plan*

Task 3.230.35 Draft Specifications

CONSULTANT shall prepare the Specifications and Special Provisions for the project following the Caltrans Standard Specifications.



*Deliverables:*

- *Draft Standard Special Provisions*

Task 3.230.4 Draft Quantities and Estimates

CONSULTANT shall prepare the PS&E Quantities and Estimates for the project.

*Deliverables:*

- *Draft Quantities and Estimates*

**TASK 3.255 – PREPARE FINAL PS&E PACKAGE**Task 3.255.2 Final PS&E Package

This task includes the distribution of the draft final combined PS&E package for final constructability review by Caltrans, SBCTA, and other stakeholders. CONSULTANT shall address comments received and incorporate changes as appropriate in the final combined PS&E package. CONSULTANT will be responsible for the constructability of the project.

*Deliverables:*

- *Final PS&E Package*

Task 3.225.4 Resident Engineer's Pending File

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

- Construction Staking Package and Control
- Construction Permits, if required
- Project Controls for Construction
- Quantity Work Book

*Deliverables:*

- *Pending Resident Engineer File*
- *Supplemental PS&E Materials, if required*

**TASK 3.260 – PREPARE CONTRACT BID DOCUMENTS**Task 260.8 Draft Contract

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

*Deliverables:*

- *Draft Construction Contract Package*

**TASK 5.270 – CONSTRUCTION ENGINEERING – TECHNICAL SUPPORT**

Provide Technical Support to the construction engineering staff including design, traffic, hydraulics, materials, structures design, geotechnical services, environmental, landscape and other specialty staff.

Functional support may include attendance at pre-work conferences, on-site construction support including contractor request for information (RFI) and RE pending file review.

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

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

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

##### *Deliverables:*

- *Red line construction package*
- *As-Built construction package*
- *Electronic and hardcopy submittal for Caltrans and City records*

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

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

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

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

##### **Project Introduction and Scope:**

- Project description

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

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

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

#### Quality Training:

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

#### Scheduling of Quality Activities:

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

#### SBCTA and Caltrans Reviews:

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

#### Internal Reviews:

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

#### Management of Requirements:

- The requirements for the development of a Basis of Design report that includes a list of governing project criteria, source documents for the governing criteria, including those from Caltrans, SBCTA and local municipalities.
- Requirements management processes used to track design variation requests, and procedures for changes to the requirements as a result of approved design variances.

#### Quality Procedures for Project Controls:

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

#### Quality Control (QC) Procedures:

- Detailed QC procedures, including descriptions of process steps and documentation of processes for technical checking, QC reviews, and design verification. The procedures for technical checking will include:

- QC testing and validation of computer software used for the calculations
- Checking of calculations and data (hand calculations and computer calculations input and output)
- Checking of drawings and exhibits
- Checking of specifications and contract documents
- Checking of quantities and cost estimates
- Review of studies or report-type documents
- QC of CADD-produced documents
- Checklists to be used to verify: design criteria / technical compliance; submittal contents; CADD compliance; specifications compliance; calculations compliance; and milestone specific level of completion.

Quality Assurance (QA) Procedures:

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

Quality Documentation:

- Quality Records list or definition.

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

**I-10 Contract 1 Landscape Project  
Cost/Price Form for Cost Plus Fixed Fee**

Exhibit B

4.b

Consultant EXP U.S. Services, Inc.

Contract No. 23-1002903

Date 3/28/2023

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Actual Hourly Rate	Total Direct Labor
			Low	High		
Project Manager	Gabriel Rodriguez	240	121.00	121.00	\$121.00	\$29,040.00
QC Reviewer	Luis Betancourt	61	105.77	105.77	\$105.77	\$6,451.97
Highway Engineering Lead	Syed Raza	236	123.68	123.68	\$123.68	\$29,188.48
Drainage Engineering Lead	Portia Gonzalez	40	121.00	121.00	\$121.00	\$4,840.00
Engineer	Christine Brown	152	58.65	58.65	\$58.65	\$8,914.80
Engineer/Designer	Jose Carrillo	733	54.00	54.00	\$54.00	\$39,582.00
Engineer/Designer	Parakh Jaiswal	393	43.27	43.27	\$43.27	\$17,005.11
Engineer/Designer	Mitsuru Tanaka	114	73.20	73.20	\$73.20	\$8,344.80
Engineer/Designer		414	24.50	40.00	\$32.25	\$13,351.50

**Labor Costs**

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

c) **TOTAL DIRECT LABOR COSTS** [(a)+(b)] \$ 156,718.66  
\$ 480.70  
\$ 157,199.36

**Fringe Benefits**

- d) Fringe Benefits (Rate 65.230%)

e) **Total Fringe Benefits** [(c)x(d)] \$ 102,541.14

**Indirect Costs**

- f) Overhead (Rate 114.020%)
- h) General and Administrative (Rate 0.230%)

g) Overhead [(c)x (f)] \$ 179,238.71

i) Gen & Admin [(c) x (h)] \$ 361.56

j) **Total Indirect Costs** [(g)+(i)] \$ 179,600.27

**Fixed Fee (Profit)**

- n) (Rate 8.00%)

k) **Fixed fee** [ (c) + (e) + (j)] x (n) \$ 35,147.26

**Total Loaded Labor Costs**

474,488.03

**Other Direct Costs (ODC)**

- l) Travel/ Mileage Costs (supported by consultant actual costs)
- m) Equipment Rental and Supplies (itemize)
- n) Printing/Repro/Delivery Costs
- o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)

\$ 300.00

\$

\$

\$

p) **Total Other Direct Costs** [ (l) + (m) + (n) + (o) ] \$ 300.00

**Outside Services**

Company	Labor	Fee	ODC's	Total
Michael Baker International (MBI)	\$781,510.94	\$62,520.88	\$5,000.00	\$849,031.82
Epic Land Solutions, Inc.	\$27,328.43	\$2,186.27	\$800.00	\$30,314.70

q) **Total Outside Services** \$ 879,346.52

**Total cost** [(c) + (e) + (j) + (k) + (p)+(q)] \$ 1,354,134.55

**Notes:**

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

Attachment: 23-1002903 (9344 : I-10 Contract 1 Landscape Design Award)

**I-10 Contract 1 Landscape Project  
Cost/Price Form for Cost Plus Fixed Fee**

Exhibit B

4.b

Consultant Michael Baker International

Contract No. 23-1002903

Date 3/28/2023

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Actual Hourly Rate	Total Direct Labor
			Low	High		
Environmental Lead	Alan Ashimine	58	104.65	104.65	\$104.65	\$6,069.70
Air Quality/Noise Lead	Eddie Torres	12	106.96	106.96	\$106.96	\$1,283.52
Air Quality/Noise Specialist	Zhe Chen	94	58.83	58.83	\$58.83	\$5,530.02
Paleontologist	Peter Kloess	48	40.00	40.00	\$40.00	\$1,920.00
Hazardous Materials/Visual Specialist	Kristen Bogue	54	81.95	81.95	\$81.95	\$4,425.30
Biologist	Tom Millington	52	63.13	63.13	\$63.13	\$3,282.76
Environmental Specialist	Jessica Ditto	30	54.86	54.86	\$54.86	\$1,645.80
Environmental Analyst	Allie Beauregard	160	41.26	41.26	\$41.26	\$6,601.60
Senior Landscape Architect	Jeremy Franzini	180	84.01	84.01	\$84.01	\$15,121.80
Senior Landscape Architect	Cathy Johnson	1,231	69.00	69.00	\$69.00	\$84,939.00
Landscape Architect	Oscar Gomez	920	58.28	58.28	\$58.28	\$53,617.60
Landscape Architect	Joshua VanDuyn	786	54.30	54.30	\$54.30	\$42,679.80
Landscape Designer	Sergio Barrios	1,080	31.19	31.19	\$31.19	\$33,685.20
Senior Drainage Engineer	Brad Losey	10	104.01	104.01	\$104.01	\$1,040.10
Civil Engineer - Surface Water	Jacqueline Stone	10	50.75	50.75	\$50.75	\$507.50
Drainage Engineer	Dominic Stone	20	64.19	64.19	\$64.19	\$1,283.80
Senior Structural Engineer	Pooya Haddadi	0	117.99	117.99	\$117.99	\$0.00
Senior Structural Engineer	Jessica Mosquera	0	81.30	81.30	\$81.30	\$0.00
Structural Engineer	Andres Lozano	0	52.34	52.34	\$52.34	\$0.00
CADD	Farhad Hakemi	0	61.39	61.39	\$61.39	\$0.00
Technical Manager - Electrical	Octavio Hernandez	50	90.51	90.51	\$90.51	\$4,525.50
Design Engineer	Jose Covarrubias	200	44.64	44.64	\$44.64	\$8,928.00
Design Engineer	Steven Salas	200	37.00	37.00	\$37.00	\$7,400.00
Technical Manager	Terry Ogle	14	127.66	127.66	\$127.66	\$1,787.24
Senior Engineer	Yosuke Arai	16	84.09	84.09	\$84.09	\$1,345.44
Senior Engineer	Randy Ratzlaff	36	72.00	72.00	\$72.00	\$2,592.00
Design Engineer	Uriel Avelar	240	40.10	40.10	\$40.10	\$9,624.00
CADD	Lan Nguyen	180	49.53	49.53	\$49.53	\$8,915.40

**Labor Costs**

a) Subtotal Direct Labor Costs	\$ 308,751.08
b) Anticipated Salary Increases (see page 2 for sample)	\$ 937.27
<b>c) TOTAL DIRECT LABOR COSTS [(a)+(b)]</b>	<b>\$ 309,688.35</b>

**Fringe Benefits**

d) Fringe Benefits (Rate <u>44.908%</u> %)	<b>e) Total Fringe Benefits [(c)x(d)]</b>	\$ 139,074.84
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**Indirect Costs**

f) Overhead (Rate <u>52.749%</u> %)	g) Overhead [(c)x (f)]	\$ 163,357.51
h) General and Administrative (Rate <u>54.697%</u> %)	i) Gen & Admin [(c) x (h)]	\$ 169,390.24
	<b>j) Total Indirect Costs [(g)+(i)]</b>	<b>\$ 332,747.75</b>

**Fixed Fee (Profit)**

n) (Rate <u>8.00%</u> %)	<b>k) Fixed fee [ (c) + (e) + (j) ] x (n)</b>	\$ 62,520.88
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**Total Loaded Labor Costs**

	<b>844,031.82</b>
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**Other Direct Costs (ODC)**

l) Travel/ Mileage Costs (supported by consultant actual costs)	\$ 750.00
m) Equipment Rental and Supplies (itemize)	\$
n) Printing/Repro/Delivery Costs	\$ 2,250.00
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	\$
<b>p) Total Other Direct Costs [ (l) + (m) + (n) + (o) ]</b>	<b>\$ 3,000.00</b>

**Outside Services**

Company	Labor	Fee	ODC's	Total
EDR Lightbox (Haz Waste Records Search)			\$2,000.00	\$2,000.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

<b>q) Total Outside Services</b>	<b>\$ 2,000.00</b>
----------------------------------	--------------------

<b>Total cost [(c) + (e) + (j) + (k) + (p)+(q)]</b>	<b>\$ 849,031.82</b>
---	----------------------

Notes:

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

Attachment: 23-1002903 (9344 : I-10 Contract 1 Landscape Design Award)

Consultant Michael Baker International Contract No. 23-1002903 Date 3/28/2023

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
\$ 308,751.08 /	5681	= \$ 54.35	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 \$ 54.35 +	0%	=	\$ 54.35	Year 2 Avg Hourly Rate	
Year 2 \$ 54.35 +	3%	=	\$ 55.98	Year 3 Avg Hourly Rate	
Year 3 \$ 55.98 +	3%	=	\$ 57.66	Year 4 Avg Hourly Rate	
Year 4 \$ 57.66 +	3%	=	\$ 59.39	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 90.0% *	5681	= 5112.9	Estimated Hours Year 1
Year 2 10.0% *	5681	= 568.1	Estimated Hours Year 2
Year 3 0.0% *	5681	= 0.0	Estimated Hours Year 3
Year 4 0.0% *	5681	= 0.0	Estimated Hours Year 4
Year 5 0.0% *	5681	= 0.0	Estimated Hours Year 5
Total 100.0%	Total	= 5681	

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 \$ 54.35 *	5112.9	= \$ 277,886.12	Estimated Hours Year 1
Year 2 \$ 55.98 *	568.1	= \$ 31,802.24	Estimated Hours Year 2
Year 3 \$ 57.66 *	0.0	= \$ -	Estimated Hours Year 3
Year 4 \$ 59.39 *	0.0	= \$ -	Estimated Hours Year 4
Year 5 \$ 59.39 *	0.0	= \$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =		\$ 309,688.35	
Direct Labor Subtotal before Escalation =		\$ 308,751.08	
Estimated Total of Direct Labor Salary Increase =		\$ 937.27	Transferred to page 1

Notes:

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





Part 1 - General Information		Part 2 - Financial Data		Part 3 - Operational Data		Part 4 - Environmental Data		Part 5 - Social Data		Part 6 - Governance Data		Part 7 - Risk Data		Part 8 - Compliance Data		Part 9 - Other Data		Part 10 - Summary Data	
Item	Description	Value	Unit	Value	Unit	Value	Unit	Value	Unit	Value	Unit	Value	Unit	Value	Unit	Value	Unit	Value	Unit
1	Company Name																		
2	Address																		
3	City																		
4	State																		
5	Zip																		
6	Phone																		
7	Fax																		
8	Website																		
9	Industry																		
10	Market Segment																		
11	Product Line																		
12	Service Line																		
13	Revenue																		
14	Profit																		
15	Assets																		
16	Liabilities																		
17	Equity																		
18	Employees																		
19	Customers																		
20	Suppliers																		
21	Partners																		
22	Competitors																		
23	Regulators																		
24	Stakeholders																		
25	Other																		
26	Summary																		

**I-10 Contract 1 Landscape Project  
Cost/Price Form for Cost Plus Fixed Fee**

Exhibit B

4.b

Consultant Epic Land Solutions, Inc.

Contract No. 23-1002903

Date 3/28/2023

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Actual Hourly Rate	Total Direct Labor
			Low	High		
Advisory Manager		25	75.96	75.96	\$75.96	\$1,899.00
GIS Analyst		13	45.67	45.67	\$45.67	\$593.71
Senior Right of Way Agent		0	33.65	42.79	\$38.22	\$0.00
Right of Way Agent		0	30.05	32.21	\$31.13	\$0.00
Administrative Support		0	28.85	28.85	\$28.85	\$0.00
Utility Coordination Lead		24	57.69	57.69	\$57.69	\$1,384.56
Utility Coordinator		172	34.13	35.10	\$34.62	\$5,954.64
Budget and Financial Controls		10	37.02	53.37	\$45.20	\$452.00

**Labor Costs**

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

c) **TOTAL DIRECT LABOR COSTS** [(a)+(b)] \$ 10,315.34

**Fringe Benefits**

- d) Fringe Benefits (Rate 48.250% %)

e) **Total Fringe Benefits** [(c)x(d)] \$ 4,977.15

**Indirect Costs**

- f) Overhead (Rate 73.070% %)  
h) General and Administrative (Rate 43.610% %)

g) Overhead [(c)x (f)] \$ 7,537.42  
i) Gen & Admin [(c) x (h)] \$ 4,498.52

j) **Total Indirect Costs** [(g)+(i)] \$ 12,035.94

**Fixed Fee (Profit)**

- n) (Rate 8.00% %)

k) **Fixed fee** [ (c) + (e) + (j)] x (n) \$ 2,186.27

**Total Loaded Labor Costs**

29,514.70

**Other Direct Costs (ODC)**

- m) Property Owner Data and Utility Data Services  
n) Facility Maps/As-Built Owner Fees [Pass Through Cost]  
o)

\$ 300.00  
\$ 500.00  
\$ -

p) **Total Other Direct Costs** [ (l) + (m) + (n) + (o) ] \$ 800.00

**Outside Services**

Company	Labor	Fee	ODC's	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

q) **Total Outside Services** \$ -

**Total cost** [(c) + (e) + (j) + (k) + (p)+(q)] \$ 30,314.70

**Notes:**

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

Attachment: 23-1002903 (9344 : I-10 Contract 1 Landscape Design Award)

Consultant Epic Land Solutions, Inc. Contract No. 23-1002903 Date 3/28/2023

**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
\$ 10,283.91 /	244 =	\$ 42.15	Year 1 avg Hourly rate

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

Average hourly rate	Proposed Escalation				
Year 1 \$ 42.15 +	0%	=	\$ 42.15	Year 2 Avg Hourly Rate	
Year 2 \$ 42.15 +	3%	=	\$ 43.41	Year 3 Avg Hourly Rate	
Year 3 \$ 43.41 +	3%	=	\$ 44.71	Year 4 Avg Hourly Rate	
Year 4 \$ 44.71 +	3%	=	\$ 46.05	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 90.0% *	244 =	219.6	Estimated Hours Year 1
Year 2 10.0% *	244 =	24.4	Estimated Hours Year 2
Year 3 0.0% *	244 =	0.0	Estimated Hours Year 3
Year 4 0.0% *	244 =	0.0	Estimated Hours Year 4
Year 5 0.0% *	244 =	0.0	Estimated Hours Year 5
Total 100.0%	Total =	244	

**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 \$ 42.15 *	219.6 =	\$ 9,256.14	Estimated Hours Year 1
Year 2 \$ 43.41 *	24.4 =	\$ 1,059.20	Estimated Hours Year 2
Year 3 \$ 44.71 *	0.0 =	\$ -	Estimated Hours Year 3
Year 4 \$ 46.05 *	0.0 =	\$ -	Estimated Hours Year 4
Year 5 \$ 46.05 *	0.0 =	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =		\$ 10,315.34	
Direct Labor Subtotal before Escalation =		\$ 10,283.91	
Estimated Total of Direct Labor Salary Increase =		\$ 31.43	Transferred to page 1

**Notes:**

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

Exhibit B

Contract: 23-1002903			Date: 3/28/2023			Detail Sheet														
Task Description			Consultant																	
			Epic Land Solutions, Inc.																	
A	B	C	D	D1	E	E1	F	F1	G	G1	H	H1	I	I1	J	J1	K	K1	AH1	AI
Row	WBS Number	Drawing or Item of Work - Titles	Advisory Manager	Advisory Manager	GIS Analyst	GIS Analyst			Senior Right of Way Agent	Senior Right of Way Agent	Right of Way Agent	Right of Way Agent	Administrative Support	Administrative Support	Utility Coordination Lead	Utility Coordination Lead	Utility Coordinator	Utility Coordinator		Total Hours
1	100	PROJECT MANAGEMENT																		0.0
2	100.10	Project Management	10.0	\$ 75.96												4.0	\$ 230.76			24.0
3	100.10-1	Coordination and Meetings	5.0	\$ 379.80	5.0	\$ 228.35									4.0	\$ 230.76	8.0	\$ 276.96		22.0
4	100.10-2	Administration																		0.0
5																				0.0
6	160	PERFORM PRELIMINARY ENGINEERING STUDIES and PROJECT REPORT																		0.0
7	160.05	Review Updated Project Information																		0.0
8	160.10.25	Storm Water Data Report																		0.0
9	160.10.30	Highway Planting Design Concepts (Including Design Charrette)																		0.0
10	160.10.40	Right-of-Way Data Sheet	2.0	\$ 151.92	8.0	\$ 365.36														10.0
11	160.10.45	Utility Locations Determined for Preliminary Engineering																		0.0
12	160.10.65	Preliminary Transportation Management Plan													16.0	\$ 923.04	160.0	\$ 5,539.20		176.0
13	160.15	Supplemental Project Report																		0.0
14	160.45	Base Maps and Plan Sheets for PA&ED Development																		0.0
15																				0.0
16	165	ENVIRONMENTAL STUDIES AND ENVIRONMENTAL DOCUMENT																		0.0
17	165.10.25	Noise Study Report Review																		0.0
18	165.10.30	Transportation Air Quality Conformity Findings Checklist																		0.0
19	165.10.65	Paleontological Resources Compliance Review Memo																		0.0
20	165.10.75	Environmental Commitments Record Review																		0.0
21	165.10.80	Initial Site Assessment Checklist																		0.0
22	165.15	Biological Compliance Memo																		0.0
23	165.10.20	Visual Impact Assessment Report Review																		0.0
24	225.15/255	Environmental Re-evaluation																		0.0
25																				0.0
26	170	PERMITS AND AGREEMENTS																		0.0
27	170.10	Caltrans Encroachment Permit (Field Work)																		0.0
28																				0.0
29	185	PREPARE BASE MAPS AND PLAN SHEETS (35%) (EXCLUDED)																		0.0
30																				0.0
31																				0.0
32																				0.0
33	230	PREPARE DRAFT PLANS, SPECIFICATIONS, & ESTIMATE (PS&E - 65% and 95%)																		0.0
34	230.05	Draft Roadway Plans																		0.0
35	230.10	Draft Highway Planting Plans																		0.0
36	230.10.20	Draft Irrigation Plans																		0.0
37	230.10.99	Draft Landscape Walls																		0.0
38	230.15.15	Electrical Plans																		0.0
39	230.20	Transportation Management Plan																		0.0
40	230.25	Draft Utility Location Plans																		0.0
41	230.35	Draft Specifications																		0.0
42	230.4	Draft Quantities and Estimates																		0.0
43																				0.0
44	255	PREPARE FINAL DISTRICT PS&E PACKAGE	8.0	\$ 607.68																12.0
45	255.20	Final District PS&E Package																		0.0
46	255.4	Resident Engineer's Pending File																		0.0
47																				0.0
48	260	PREPARE CONTRACT BID DOCUMENTS																		0.0
49	260.8	Draft Contract Ready																		0.0
50																				0.0
51	270	CONSTRUCTION ENGINEERING																		0.0
52	270.2	Construction Technical Support																		0.0
53																				0.0
54	295	ACCEPT CONTRACT/ PREPARE FINAL CONSTRUCTION ESTIMATE AND FINAL REPORT																		0.0
55	295.0	Accept Contract/Prepare Final Construction Estimate and Final Report																		0.0
200																				0.0
Total Hours			25.0	\$ 1,899.00	13.0	\$ 593.71	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	24.0	\$ 1,384.56	172.0	\$ 5,954.64	\$ -	244.0

Contract: 23-1002903			Date: 3/28/2023																		
Task Description			Detail Sheet																		
0			Epic Land Solutions, Inc.																		
A	B	C	D1	E1	G1	H1	I1	J1	K1	L1	M1	A11	AJ	AK	AL	AM					
			\$ 75.96	\$ 45.67	\$ -38.22	\$ 31.13	\$ 28.85	\$ 57.89	\$ -34.62	\$ 45.20	\$ -										
			Advisory Manager	GIS Analyst	Senior Right of Way Agent	Right of Way Agent	Administrative Support	Utility Information Lead	Utility Coordinator	Budget and Financial Control		Direct Labor Total	Overhead Cost	Fee	Total Labor Costs	Escalated Total Labor Cost					
1	100	PROJECT MANAGEMENT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
2	100.10	Project Management	\$ 759.60	\$ -	\$ -	\$ -	\$ -	\$ 230.76	\$ -	\$ 452.00	\$ -	\$ 1,442.36	\$ 2,378.88	\$ 305.70	\$ 4,126.94	\$ 4,139.56					
3	100.10-1	Coordination and Meetings	\$ 379.80	\$ 228.35	\$ -	\$ -	\$ -	\$ 230.76	\$ 276.96	\$ -	\$ -	\$ 1,115.87	\$ 1,840.40	\$ 236.50	\$ 3,192.78	\$ 3,202.53					
4	100.10-2	Administration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
5			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
6	160	PERFORM PRELIMINARY ENGINEERING STUDIES and PROJECT REPORT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
7	160.05	Review Updated Project Information	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
8	160.10.25	Storm Water Data Report	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
9	160.10.30	Highway Planting Design Concepts (Including Design Charrette)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
10	160.10.40	Right-of-Way Data Sheet	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
11	160.10.45	Utility Locations Determined for Preliminary Engineering	\$ 151.92	\$ 365.36	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 517.28	\$ 853.15	\$ 109.63	\$ 1,480.06	\$ 1,484.59					
12	160.10.95	Preliminary Transportation Management Plan	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 923.04	\$ 5,639.20	\$ -	\$ 6,462.24	\$ 10,658.17	\$ 1,369.63	\$ 16,490.05	\$ 16,546.55					
13	160.15	Supplemental Project Report	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
14	160.45	Base Maps and Plan Sheets for PM&ED Development	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
15			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
16	165	ENVIRONMENTAL STUDIES AND ENVIRONMENTAL DOCUMENT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
17	165.10.25	Noise Study Report Review	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
18	165.10.30	Transportation Air Quality Conformity Findings Checklist	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
19	165.10.65	Paleontological Resources Compliance Review Memo	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
20	165.10.75	Environmental Commitments Record Review	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
21	165.10.80	Initial Site Assessment Checklist	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
22	165.15	Biological Compliance Memo	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
23	165.10.20	Visual Impact Assessment Report Review	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
24	125.15.225	Environmental Re-evaluation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
25			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
26	170	PERMITS AND AGREEMENTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
27	170.10	California Encroachment Permit (Field Work)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
28			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
29	185	PREPARE BASE MAPS and PLAN SHEETS (35%) (EXCLUDED)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
30			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
31			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
32			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
33	230	PREPARE DRAFT PLANS, SPECIFICATIONS, & ESTIMATE (PS&E - 65% and 95%)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
34	230.05	Draft Roadway Plans	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
35	230.10	Draft Highway Planting Plans	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
36	230.10.20	Draft Irrigation Plans	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
37	230.10.99	Draft Landscape Walls	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
38	230.15.15	Electrical Plans	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
39	230.20	Transportation Management Plan	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
40	230.25	Draft Utility Location Plans	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
41	230.35	Draft Specifications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
42	230.4	Draft Quantities and Estimates	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
43			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
44	255	PREPARE FINAL DISTRICT PS&E PACKAGE	\$ 607.68	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 138.48	\$ -	\$ -	\$ 746.16	\$ 1,230.64	\$ 158.14	\$ 2,134.95	\$ 2,141.47					
45	255.2	Final District PS&E Package	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
46	255.4	Resident Engineer's Pending File	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
47			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
48	260	PREPARE CONTRACT BID DOCUMENTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
49	260.8	Draft Contract Ready	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
50			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
51	270	CONSTRUCTION ENGINEERING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
52	270.2	Construction Technical Support	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
53			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
54	295	ACCEPT CONTRACT/PREPARE FINAL CONSTRUCTION ESTIMATE and FINAL REPORT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
55	295	Accept Contract/Prepare Final Construction Estimate and Final Report	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
200			\$ 1,899.00	\$ 593.71	\$ -	\$ -	\$ -	\$ 1,384.56	\$ 5,954.64	\$ 452.00	\$ -	\$ 10,283.91	\$ 16,961.25	\$ 2,179.61	\$ 29,424.78	\$ 29,514.70					
Total Hours												\$ 10,283.91	\$ 16,961.25	\$ 2,179.61	\$ 29,424.78	\$ 29,514.70					

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

## Additional Information



**BOARD OF DIRECTORS METRO VALLEY STUDY SESSION ATTENDANCE - 2023**  
**VALLEY BOARD MEMBER ATTENDANCE**

<b>Name</b>	<b>Jan</b>	<b>Feb</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>
<b>Eunice Ulloa</b> City of Chino	X	X	X	X								
<b>Ray Marquez</b> City of Chino Hills	X	X	X									
<b>Frank Navarro</b> City of Colton	X			X								
<b>Aquanetta Warren</b> City of Fontana		X	X	X								
<b>Sylvia Robles</b> City of Grand Terrace	X	X	X	X								
<b>Larry McCallon</b> City of Highland	X	X	X	X								
<b>Rhodes 'Dusty' Rigsby</b> City of Loma Linda	X		X	X								
<b>John Dutrey</b> City of Montclair	X	X	X	X								
<b>Alan Wapner</b> City of Ontario		X	X	X								
<b>L. Dennis Michael</b> City of Rancho Cucamonga		X		X								
<b>Paul Barich</b> City of Redlands		X	X									
<b>Deborah Robertson</b> City of Rialto				X								
<b>Helen Tran</b> City of San Bernardino		X	X									
<b>Rudy Zuniga</b> City of Upland	X	X	X	X								
<b>Bobby Duncan</b> City of Yucaipa	X			X								
<b>Curt Hagman</b> Board of Supervisors	X	X	X	X								

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

Communication: Attendance (Additional Information)

# BOARD OF DIRECTORS METRO VALLEY STUDY SESSION ATTENDANCE – 2023

## VALLEY BOARD MEMBER ATTENDANCE (Cont.)

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

## MOUNTAIN/DESERT BOARD MEMBER ATTENDANCE

<b>Daniel Ramos</b> City of Adelanto												
<b>Art Bishop</b> Town of Apple Valley	X	X	X	X								
<b>Paul Courtney</b> City of Barstow												
<b>Rick Herrick</b> City of Big Bear Lake												
<b>Rebekah Swanson</b> City of Hesperia	X	X	*	X								
<b>Janet Jernigan</b> City of Needles												
<b>Joel Klink</b> City of Twentynine Palms												
<b>Debra Jones</b> City of Victorville												
<b>Rick Denison</b> Town of Yucca Valley	X	X	X	X								
<b>Paul Cook</b> Board of Supervisors	X	X	X	X								

X = member attended meeting. \* = alternate member attended meeting. Empty box = Did not attend meeting. Crossed out box = not a Board Member at the time.  
 MVSSatt23 Shaded box = No meeting

Communication: Attendance (Additional Information)

This list provides information on acronyms commonly used by transportation planning professionals. This information is provided in an effort to assist Board Members and partners as they participate in deliberations at Board meetings. While a complete list of all acronyms which may arise at any given time is not possible, this list attempts to provide the most commonly-used terms. Staff makes every effort to minimize use of acronyms to ensure good communication and understanding of complex transportation processes.

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
ADT	Average Daily Traffic
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ARRA	American Recovery and Reinvestment Act
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CMAQ	Congestion Mitigation and Air Quality
CMIA	Corridor Mobility Improvement Account
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CPUC	California Public Utilities Commission
CSAC	California State Association of Counties
CTA	California Transit Association
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DBE	Disadvantaged Business Enterprise
DEMO	Federal Demonstration Funds
DOT	Department of Transportation
EA	Environmental Assessment
E&D	Elderly and Disabled
E&H	Elderly and Handicapped
EIR	Environmental Impact Report (California)
EIS	Environmental Impact Statement (Federal)
EPA	Environmental Protection Agency
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FRA	Federal Railroad Administration
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICTC	Interstate Clean Transportation Corridor
IEEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds

**Acronym List**

MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MOU	Memorandum of Understanding
MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
NAT	Needles Area Transit
NEPA	National Environmental Policy Act
OA	Obligation Authority
OCTA	Orange County Transportation Authority
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PNRS	Projects of National and Regional Significance
PPM	Planning, Programming and Monitoring Funds
PSE	Plans, Specifications and Estimates
PSR	Project Study Report
PTA	Public Transportation Account
PTC	Positive Train Control
PTMISEA	Public Transportation Modernization, Improvement and Service Enhancement Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
RSTIS	Regionally Significant Transportation Investment Study
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SAFETEA-LU	Safe Accountable Flexible Efficient Transportation Equity Act – A Legacy for Users
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
SRTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCIF	Trade Corridor Improvement Fund
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21 <sup>st</sup> Century
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TSM	Transportation Systems Management
TSSDRA	Transit System Safety, Security and Disaster Response Account
USFWS	United States Fish and Wildlife Service
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments



## MISSION STATEMENT

Our mission is to improve the quality of life and mobility in San Bernardino County. Safety is the cornerstone of all we do.

We achieve this by:

- Making all transportation modes as efficient, economical, and environmentally responsible as possible.
- Envisioning the future, embracing emerging technology, and innovating to ensure our transportation options are successful and sustainable.
- Promoting collaboration among all levels of government.
- Optimizing our impact in regional, state, and federal policy and funding decisions.
- Using all revenue sources in the most responsible and transparent way.

Approved December 4, 2019