

# AGENDA

## Board of Directors Metro Valley Study Session

**March 14, 2024**

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

**Hesperia City Council Chambers**  
**9700 Seventh Avenue**  
**Hesperia, CA 92345**

***Board of Directors***

**Valley Representatives**

**Study Session Chair**

Joe Baca, Jr., Supervisor  
*Fifth District*

**Study Session Vice-Chair**

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*

Daniel Ramos, Mayor Pro Tem  
*City of Adelanto*

Art Bishop, Mayor Pro Tem  
*Town of Apple Valley*

Carmen Hernandez, Council Member  
*City of Barstow*

Sylvia Rodriguez-Robles, Council Member  
*City of Grand Terrace*

Larry McCallon, Mayor Pro Tem  
*City of Highland*

Bhavin Jindal, 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*

**Mountain/Desert Representatives**

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

Rebekah Swanson, Mayor Pro Tem  
*City of Hesperia*

Janet Jernigan, Mayor  
*City of Needles*

**County Board of Supervisors**

Paul Cook, *First District*

Curt Hagman, *Fourth District*

*Ex-Officio Member – Catalino Pining, Caltrans*

*Ray Wolfe, Executive Director*

*Julianna Tillquist, General Counsel*

Jesse Armendarez, *Second District*

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, Council Member  
*City of Yucaipa*

Joel Klink, Mayor Pro Tem  
*City of Twentynine Palms*

Debra Jones, Council Member  
*City of Victorville*

Rick Denison, Council Member  
*Town of Yucca Valley*

Dawn Rowe, *Third District*

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

**AGENDA**

**Board of Directors Metro Valley Study Session**

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9:30 AM**

**Location**

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

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

**Hesperia City Council Chambers  
9700 Seventh Avenue  
Hesperia, CA 92345**

**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 Joe Baca Jr.)

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

**Public Comment**

**Brief Comments from the General Public**

**Note: Public Comment on items listed on this agenda will be allowed only during this committee meeting. No public comment will be allowed on committee items placed on the Consent Agenda at the Board of Directors meeting. If an item has substantially changed after consideration during the committee meeting, the item will be placed on Discussion for Board and public comment will be allowed.**



## **Possible Conflict of Interest Issues**

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

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

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

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

## **INFORMATIONAL ITEMS**

Items listed are receive and file items and are expected to be routine and non-controversial. Unlike the Consent Calendar, items listed as Informational Items do not require a vote.

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

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Receive and file Change Order Report.

**Presenter: Kristi Harris**

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

## **DISCUSSION ITEMS**

### **Discussion - Administrative Matters**

#### **3. San Bernardino County Transportation Authority Fiscal Year 2024/2025 Budget – Metro Valley Study Session Task Review**

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Review the proposed task and budgetary information to be included in the Fiscal Year 2024/2025 Budget, and provide direction as appropriate.

**Presenter: Hilda Flores**

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

### **Discussion - Project Delivery**

#### **4. Annual Right-of-Way Acquisition Updates**

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Receive and file the updated list of right-of-way property acquisitions for Project Delivery Department and Transit and Rail Department projects, which includes changes to the Board of Directors' authorized property lists and provides the current listing of San Bernardino County Transportation Authority Project Delivery and Transit and Rail Programs Eminent Domain actions.

**Presenter: Tracy Escobedo**

**A companion item is also scheduled for review by the Mountain/Desert Policy Committee on March 15, 2024.**

**5. Mount Vernon Avenue Viaduct – Request for Contingency Increase to Construction Contract No. 18-1001966** Pg. 115

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:

Increase contingency amount for Construction Contract No. 18-1001966 with Traylor-Granite Joint Venture by \$12,000,000, increasing the amount of contingency and supplemental work from \$17,230,000 to \$29,230,000, to be funded with the City of San Bernardino's (City) equitable share of Measure I Arterial Sub-program funds and City Development Impact Fees, and authorize the Executive Director, or his designee, to release the contingency as necessary for the Mount Vernon Avenue Viaduct Project.

**Presenter: David Tan**

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

**6. Interstate 15 Corridor Freight and Express Lanes Project - Contract 1 Amendment No. 1 to Cooperative Agreement No. 23-1002843 with California Department of Transportation** Pg. 118

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

Authorize the Executive Director, or his designee, to execute Amendment No. 1 to Cooperative Agreement No. 23-1002843 with the California Department of Transportation for the construction phase of the Interstate 15 Corridor Freight and Express Lanes Project – Contract 1 (Project), upon approval as to form by SBCTA General Counsel, or her designee. Amendment No. 1 will increase the total Project costs by \$27,860,962, consisting of additional Surface Transportation Program funds of \$20,274,215 and Measure I Valley Freeway Program funds of \$7,586,747, and add landscape construction and maintenance responsibilities.

**Presenter: David Tan**

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

**7. Interstate 10 Corridor Freight and Express Lanes - Contract 2 Award for Construction Management Services** Pg. 130

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

A. Approve Contract No. 23-1002960 with SYRUSA Engineering, Inc. to provide Construction Management Services for the Interstate 10 Corridor Freight and Express Lanes Project – Contract 2, in an amount not-to-exceed \$69,991,428.42, to be funded with Measure I Freeway Program funds.

Agenda Item 7 (Cont.)

B. Approve contingency in an amount not-to-exceed \$6,999,143.00, to be funded with Measure I Freeway Program funds, for Contract No. 23-1002960 to be released in accordance with SBCTA Contracting and Procurement Policy No. 11000.

C. Approve an exception to Contracting and Procurement Policy No. 11000, Contract Term, Section IV.B.4, for a seven-year contract duration upon execution of the Contract.

**Presenter: Sal Chavez**

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

**8. Interstate 10 Wildwood Canyon Road Interchange Amendment No. 1 to Cooperative Agreement with City of Yucaipa for Project Approval and Environmental Document Phase**

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

A. Approve an additional allocation of \$625,000 in Measure I Valley Freeway Interchange Funds for the public share of eligible costs for environmental studies and preliminary design for the first construction phase of the Interstate 10 (I-10) Wildwood Canyon Road Interchange Project.

B. Approve Amendment No. 1 to Cooperative Agreement No. 20-1002294 with the City of Yucaipa for the Project Approval and Environmental Document project development phase of the I-10 Wildwood Canyon Road Interchange Project for roles and responsibilities and increase the not-to-exceed SBCTA contribution amount by \$625,000 for a total amount of \$1,250,000 for eligible costs.

**Presenter: Paul Melocoton**

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

**9. State Route 210 Waterman Avenue Interchange Project - Amendment No. 1 to Cooperative Agreement No. 22-1002720 with the City of San Bernardino**

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

Approve Amendment No. 1 to Cooperative Agreement No. 22-1002720 with the City of San Bernardino for the State Route 210 Waterman Avenue Interchange Project, increasing the total project cost by \$2,150,867, funded by Measure I Valley Interchange Program contribution of \$1,923,009 and City of San Bernardino Development Impact Fees of \$227,858, for a new not-to-exceed receivable amount of \$1,626,128.00, to be funded with City of San Bernardino local funds.

**Presenter: Paul Melocoton**

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

## **Discussion - Transportation Programming and Fund Administration**

### **10. Measure I Valley Major Street Projects Program Allocation Planning for Fiscal Year 2024/2025**

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

Approve the following amount for consideration in the SBCTA Fiscal Year 2024/2025 Budget: Valley Major Street Arterial Sub-Program for \$36,699,986.56.

**Presenter: Vanessa Schoenewald**

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

## **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 April 11, 2024.**

## **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 & Language Assistance** - The meeting facility is accessible to persons with disabilities. If assistive listening devices, other auxiliary aids or language assistance 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.

**Accesibilidad y asistencia en otros idiomas** - Las instalaciones para las reuniones son accesibles para las personas con discapacidades. Si se necesitan dispositivos de escucha asistida, otras ayudas auxiliares o servicios de asistencia en otros idiomas para participar en la reunión pública, las solicitudes deben ser presentados a la Secretaria de la Junta al no menos de tres (3) días de apertura antes de la reunión de la Junta. La Secretaria esta disponible por teléfono al (909) 884-8276 o por correo electrónico a [clerkoftheboard@gosbcta.com](mailto:clerkoftheboard@gosbcta.com) y la oficina se encuentra en 1170 W. 3<sup>rd</sup> Street, 2nd 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 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 President of the Board or Committee Chair (“President”) will announce the subject matter of the closed session. If reportable action is taken in closed session, the President shall 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, except Board agenda items that were previously considered at a Policy Committee meeting where there was an opportunity for public comment. Individuals in attendance at SBCTA who desire to speak on an item may complete and turn in a "Request to Speak" form, specifying each item an individual wishes to speak on. Individuals may also indicate their desire to speak on an agenda item when the President asks for public comment. When recognized by the President, speakers should be prepared to step forward and announce their name for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The President 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. Any individual who wishes to share written information with the Board may provide copies to

the Clerk of the Board for distribution. Information provided as public testimony is not read into the record by the Clerk. Consent Calendar items can be pulled at Board member request and will be brought up individually at the specified time in the agenda. Any consent item that is pulled for discussion shall be treated as a discussion item, allowing further public comment on those items.

**Public Comment** –An opportunity is also provided for members of the public to speak on any subject within the Board’s jurisdiction. Matters raised under “Public Comment” will not be acted upon at that meeting. See, “Public Testimony on an Item,” above.

**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 President 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 President of the Board or Chair of a Policy Committee (Chair) has the option of taking attendance by Roll Call. 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.
- 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.
- Votes at teleconferenced meetings shall be by roll call, pursuant to the Brown Act, or, at any meeting, upon the demand of five official representatives present or at the discretion of the presiding officer.

**The Vote as specified in the SBCTA Administrative Code and 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. (Note that Alternates may vote only at meetings of the Board of Directors, Metro Valley Study Session and Mountain/Desert Policy Committee.)

**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 Chair shall ask the maker of the original motion if he or she would like to amend the 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 may require deviation from general practice (but not from the Brown Act or agency policy).
- 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*

*Revised June 7, 2023*



## ***Minute Action***

### AGENDA ITEM: 1

***Date:*** March 14, 2024

***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 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:

<b>Item No.</b>	<b>Contract No.</b>	<b>Principals &amp; Agents</b>	<b>Subcontractors</b>
5	18-1001966	Traylor-Granite Joint Venture <i>C. John Meagher</i> <i>Bob Lofling</i>	COWI North America, Inc. CPM Logistics LLC Dan Brown & Associates Foothills Bridge Co. Granite Construction Company Hernandez, Kroone & Associates PPM Group, Inc. Terracon Consulting Engineers & Scientist Traylor Bros., Inc.
6	23-1002843-01	California Department of Transportation	None
7	23-1002960	SYRUSA Engineering, Inc. <i>Jose Corona</i>	Anser Advisory Management Arellano Associates David Evans and Associates, Inc. ECORP Consulting, Inc. G3 Quality, Inc. Gannett Fleming, Inc. Guida Surveying, Inc Mammoth Associates, LLC Monument PCSIinfra, Inc Safework, Inc. Twining, Inc. ZT Consulting Group, Inc.

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

## Board of Directors Metro Valley Study Session Agenda Item

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8	20-1002294-01	City of Yucaipa	None
9	22-1002720-01	City of San Bernardino	None

***Financial Impact:***

This item has no direct impact on the budget.

***Reviewed By:***

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

***Responsible Staff:***

Kristi Harris, Director of Project Delivery

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Approved  
Board of Directors Metro Valley Study Session  
Date: March 14, 2024  
Witnessed By:

San Bernardino Council of Governments  
San Bernardino County Transportation Authority

## ***Minute Action***

### AGENDA ITEM: 2

***Date:*** March 14, 2024

***Subject:***

Project Delivery Contract Change Orders to On-Going Contracts

***Recommendation:***

Receive and file Change Order Report.

***Background:***

San Bernardino County Transportation Authority (SBCTA) Department of Project Delivery has 12 on-going construction contracts, of which four have had Construction Change Orders (CCO) approved since the last reporting to the Board of Directors Metro Valley Study Session on February 15, 2024. The CCOs are listed below:

A. Contract No. 19-1002181 with Granite Construction Company, for the Archibald Avenue Improvement Project at State Route (SR) 60: There are no newly executed CCOs since last report.

B. Contract No. 19-1002078 with Guy F. Atkinson Construction, LLC, for the SR 210 Lane Addition, Base Line Interchange and Pavement Rehabilitation Project:

- 1) CCO 4.1: Return allocated funds for Partnering. (-\$42,287.27)
- 2) CCO 92: Individual slab replacement due to differing site condition. (\$464,984.52)
- 3) CCO 99.1: California Department of Transportation Safety Committee sign changes. (\$45,000)

C. Contract No. 19-1002196 with Security Paving Company, Inc., for the SR 60 Central Avenue Interchange Project: There are no newly executed CCOs since last report.

D. Contract No. 19-1002026 with Diversified Landscape Company, for the Interstate 215 (I-215) Segments 1, 2 and 3 Establish Existing Planting Project: There are no newly executed CCOs since last report.

E. Contract No. 17-1001599 with Lane-Security Paving Joint Venture, for the Interstate 10 (I-10) Corridor Contract 1 Design Build Contract:

- 1) CCO 126.1: Benson Avenue bridge undercrossing polyester overlay. (\$61,739.50)
- 2) CCO 128: Drainage improvements due to unforeseen property deficiencies. (\$18,435)

F. Contract 23-1002869 with SEMA Construction, Inc., for I-10 Eastbound Truck Climbing Lane: There are no newly executed CCOs since last report.

G. Contract 16-1001461 with Pulice Construction, Inc., for the Monte Vista Avenue Grade Separation Project: There are no newly executed CCOs since last report.

*Entity: San Bernardino County Transportation Authority*

## Board of Directors Metro Valley Study Session Agenda Item

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H. Contract No. 18-1001966 with Traylor-Granite Joint Venture, for the Mount Vernon Avenue Viaduct Project Design Build:

- 1) CCO 3.4: Temporary railroad crossing. (\$130,000)
- 2) CCO 29: BNSF airline relocation. (\$50,000)

I. Contract No. 20-1002290 with SEMA Construction, Inc., for the I-10 University Street Interchange Improvements Project: There are no newly executed CCOs since last report.

J. Contract No. 21-1002620 with Ortiz Enterprises, Inc., for the I-10 Alabama Street Interchange Improvements Project: There are no newly executed CCOs since last report.

K. Contract No. 22-1002784 with Security Paving Company, Inc., for the I-10 Cedar Avenue Improvement Project: There are no newly executed CCOs since last report.

L. Contract No. 22-1002780 with Skanska USA Civil West California District, Inc., for the North 1<sup>st</sup> Avenue Bridge Over BNSF Project:

- 1) CCO 8.1: Re-sequence secant pile and abutment pile operation to avoid work stoppage during soil testing and evaluation due to impacted soil. (\$115,500)
- 2) CCO 16: Frame 3 deck pour acceleration due to delays caused by BNSF rails. (\$70,000)

***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 SR 210 Lane Addition, Sub-Task No. 0823 I-10 Corridor Contract 1, Sub-Task No. 0827 Mt. Vernon Avenue Viaduct, and Sub-Task No. 0813 North 1st Avenue Bridge over BNSF.

***Reviewed By:***

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

***Responsible Staff:***

Kristi Harris, Director of Project Delivery

Approved  
Board of Directors Metro Valley Study Session  
Date: March 14, 2024

Witnessed By:

San Bernardino County Transportation Authority

Project Delivery Contracts Executed Change Orders		
Number	Description	Amount
Archibald Avenue Improvement Project at SR 60 (19-1002181)		
	CCO Total	\$1,723,232.91
	Approved Contingency	\$2,122,333.00
	Remaining Contingency	\$399,100.09
SR 210 Lane Addition, Base Line Interchange and Pavement Rehabilitation (19-1002078)		
Number	Description	Amount
4.1	Return allocated funds for Partnering.	(\$42,287.27)
92	Individual slab replacement due to differing site condition.	\$464,984.52
99.1	Caltrans Safety Committee sign changes.	\$45,000.00
	CCO Total	\$27,669,070.35
	Approved Contingency	\$34,927,790.07
	Remaining Contingency	\$7,258,719.72
SR 60 Central Avenue Interchange (19-1002196)		
Number	Description	Amount
	CCO Total	\$1,407,424.91
	Approved Contingency	\$2,912,039.00
	Remaining Contingency	\$1,504,614.09
I-215 Segments 1, 2 & 3 Establish Existing Planting (19-1002026)		
Number	Description	Amount
	CCO Total	\$20,000.00
	Approved Contingency	\$1,451,300.00
	Remaining Contingency	\$1,431,300.00
I-10 Corridor Contract 1 (17-1001599)		
Number	Description	Amount
126.1	Benson Avenue bridge undercrossing polyester overlay.	\$61,739.50
128	Drainage improvements due to unforeseen property deficiencies.	\$18,435.00
	CCO Total	\$24,891,190.58
	Approved Contingency	\$51,369,000.00
	Remaining Contingency	\$26,477,809.42
I-10 Eastbound Truck Climbing Lane (23-1002869)		
Number	Description	Amount
	CCO Total	\$0.00
	Approved Contingency	\$3,731,253.00
	Remaining Contingency	\$3,731,253.00

Project Delivery Contracts Executed Change Orders		
Number	Description	Amount
Monte Vista Avenue Grade Separation (16-1001461)		
Number	Description	Amount
	CCO Total	\$869,302.95
	Approved Contingency	\$2,498,958.60
	Remaining Contingency	\$1,629,655.65
Mount Vernon Avenue Viaduct (18-1001966)		
Number	Description	Amount
3.4	Temporary railroad crossing.	\$130,000.00
29	BNSF airline relocation.	\$50,000.00
	CCO Total	\$5,191,396.71
	Approved Contingency	\$17,230,000.00
	Remaining Contingency	\$12,038,603.29
I-10 University Street Interchange Improvements (20-1002290)		
Number	Description	Amount
	CCO Total	\$1,287,988.96
	Approved Contingency	\$1,500,590.00
	Remaining Contingency	\$212,601.04
I-10 Alabama Street Interchange Improvements (21-1002620)		
Number	Description	Amount
	CCO Total	\$963,501.62
	Approved Contingency	\$1,338,886.33
	Remaining Contingency	\$375,384.71
I-10 Cedar Avenue Improvement (22-1002784)		
Number	Description	Amount
	CCO Total	\$1,190,919.03
	Approved Contingency	\$8,098,400.00
	Remaining Contingency	\$6,907,480.97
North 1st Avenue Bridge Over BNSF (22-1002780)		
Number	Description	Amount
8.1	Re-sequence secant pile and abutment pile operation to avoid work stoppage during soil testing and evaluation due to impacted soil.	\$115,500.00
16	Frame 3 deck pour acceleration due to delays caused by BNSF rails.	\$70,000.00
	CCO Total	\$893,788.36
	Approved Contingency	\$3,561,922.00
	Remaining Contingency	\$2,668,133.64

## ***Minute Action***

### AGENDA ITEM: 3

***Date:*** March 14, 2024

***Subject:***

San Bernardino County Transportation Authority Fiscal Year 2024/2025 Budget – Metro Valley Study Session Task Review

***Recommendation:***

Review the proposed task and budgetary information to be included in the Fiscal Year 2024/2025 Budget, and provide direction as appropriate.

***Background:***

The purpose of reviewing tasks is to gain input on the appropriateness of the type and scope of the work effort. Narrative descriptions and detailed budget information are provided. Budget amounts, fund types, and narratives are preliminary pending review and input by the San Bernardino County Transportation Authority (SBCTA) policy committees.

Explanations for major variances from the prior year's budget are included in the Work Elements section for each task.

- Budgetary changes for the Measure I Program Management Task are mainly due to variance of costs related to support for claims and payroll expenses in Fiscal Year 2023/2024.
- Budgetary changes for the Freeway Projects Task are mainly due to the completion of construction of the Interstate 10 (I-10) Corridor Contract 1 Project and the State Route 210 Lane Addition. Included in the budget for the design and construction are the I-10 Corridor Contract 2, Interstate 15 (I-15) Corridor Contract 1, I-10 Eastbound Truck Climbing Lane Project, US 395 Widening Phase 2, and several follow-on landscaping projects.
- Budgetary changes for the Express Lanes Project Development Task are the result of the transition of the Express Lanes Program from design to implementation for the I-15 Express Lanes Contract 1.
- Budgetary changes for the Interchange Projects Task are mainly due to an increase in construction capital as projects continue in design and move through the construction phase, including but not limited to, the Interstate 215 (I-215) University Parkway Interchange, I-10 Cedar Avenue Interchange, and I-10 Mount Vernon Avenue Interchange.
- Budgetary changes for the Grade Separation Projects Task are mainly to account for outstanding potential claims and legal services.
- Budgetary changes for the Arterial Projects Task are mainly due to projects moving through the construction phase, including but not limited to, Mount Vernon Avenue Viaduct in the City of San Bernardino and North First Avenue Bridge over BNSF in the City of Barstow.

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

## Board of Directors Metro Valley Study Session Agenda Item

March 14, 2024

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- Budgetary changes for the Express Lanes Operations Task include final transfers from Transportation Infrastructure Finance and Innovation Act Loan Draws to Measure I Freeway Fund for the construction phase of the I-10 Express Lanes Contract 1 and costs for operations.

The following tasks are presented for committee review:

<b>Task</b>	<b>Major Project Delivery Program</b>	<b>Manager</b>	<b>Proposed Budget</b>
0815	Measure I Program Management	Harris	\$ 3,893,406
0820	Freeway Projects	Harris	\$ 245,277,899
0821	Express Lanes Project Development	Byrne	\$ 4,245,057
0830	Interchange Projects	Harris	\$ 104,672,957
0840	Grade Separation Projects	Harris	\$ 3,963,800
0860	Arterial Projects	Harris	\$ 70,803,074
<b>Task</b>	<b>Express Lanes Operations Program</b>	<b>Manager</b>	<b>Proposed Budget</b>
0750	Express Lanes Operations	Byrne	\$ 17,803,574

The following list of sub-tasks provides proposed budget by project:

<b>Major Projects Delivery Sub-Tasks</b>		<b>Proposed Budget</b>
<b>0820</b>	<b>Freeway Projects:</b>	
0821	Interstate 10 Corridor Contract 2	\$ 30,776,000
0823	Interstate 10 Corridor Contract 1	\$ 91,540,720
0831	Interstate 15 Corridor Contract 1	\$ 92,774,900
0838	Interstate 215 Corridor Landscape	\$ 254,000
0839	Interstate 215 Bi-County & Segment 5 Landscape	\$ 13,251,687
0840	Interstate 215 Barton Road Interchange	\$ 127,327
0844	US 395 Widening Phase 2	\$ 3,524,057
0854	Interstate 10 Eastbound Truck Lane Project	\$ 11,872,161
0887	State Route 210 Lane Addition	\$ 1,130,400
0891	US 395 Widening Phase 1	\$ 10,000
<b>0830</b>	<b>Interchange Projects:</b>	
0803	State Route 210 Base Line Interchange	\$ 660,000
0808	Interstate 10 Wildwood Interchange	\$ 320,000
0814	State Route 210 Waterman Interchange	\$ 5,687,559
0853	Interstate 215 University Parkway Interchange	\$ 12,389,529
0880	Interstate 15/Interstate 215 (Devore) Interchange	\$ 10,000
0883	State Route 210 Pepper Avenue Interchange	\$ 3,000
0893	State Route 60 Central Avenue Interchange	\$ 380,000
0894	State Route 60 Archibald Avenue Interchange	\$ 25,000
0895	Interstate 10 Alabama Street Interchange	\$ 680,000
0897	Interstate 10 Cedar Avenue Interchange	\$ 48,987,857
0898	Interstate 10 Mount Vernon Avenue Interchange	\$ 35,530,000



## Board of Directors Metro Valley Study Session Agenda Item

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Major Projects Delivery Sub-Tasks		Proposed Budget
<b>0840</b>	<b>Grade Separation Projects:</b>	
0868	Monte Vista Avenue Grade Separation	\$ 3,962,800
<b>0860</b>	<b>Arterial Projects:</b>	
0701	Valley Signal Coordination/Emerging Technology	\$ 2,720,000
0810	Metrolink ATP Improvements Phase 2	\$ 9,094,182
0811	North First Avenue Bridge over BNSF	\$ 7,649,310
0813	North First Avenue Bridge over Mojave River & Overflow	\$ 100,000
0827	Mount Vernon Avenue Viaduct	\$ 50,236,434

Program, task, and sub-task narratives with additional information are included with this agenda item. In May 2024, in conjunction with the Budget Workshop, staff will present anticipated levels of revenue from all sources, staffing, and program level budgets.

***Financial Impact:***

This item has no financial impact on the adopted Budget for Fiscal Year 2023/2024. The tasks under the purview of the Board of Directors Metro Valley Study Session will be part of the overall budget adoption which establishes the financial and policy direction for the next fiscal year.

***Reviewed By:***

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

***Responsible Staff:***

Hilda Flores, Chief Financial Officer

Approved  
Board of Directors Metro Valley Study Session  
Date: March 14, 2024

Witnessed By:

San Bernardino Council of Governments  
San Bernardino County Transportation Authority

## Project Delivery Program Budget

### Description

The Project Delivery Program is responsible for the development and construction of major freeway, interchange, and grade separation projects. The program is funded by an array of funding sources including Measure I, Federal, State, and local funds. The Fiscal Year 2024/2025 budget of \$425.4 million is for the preparation, management, and construction of major projects.

### Goals and Objectives

The Project Delivery team will continue the delivery, management, and construction of major freeway, interchange, and grade separation projects. In doing so, the staff will assist in meeting SBCTA's commitment to deliver the transportation projects as described in the Measure I Transportation Transactions and Use Tax Ordinance approved in 1989 and renewed in 2004 by the San Bernardino County voters. The Project Delivery Program for this fiscal year includes 10 Freeway/Highway Projects, 12 Interchange Projects, one Railroad Grade Separation Project, and five Miscellaneous Projects which include North First Avenue Bridge over BNSF and Mount Vernon Avenue Viaduct. In addition, to enhance project delivery and maximize the utilization of funds, staff will continue to maintain and improve the Project Control System.

### Performance/Workload Indicators

	2021/2022 Actual	2022/2023 Actual	2023/2024 Revised Budget	2024/2025 Budget
Project Approval/Environmental Document	2	1	1	1
Start Construction	3	2	3	5
Open to Traffic	2	5	1	7
Project Control System	YES	YES	YES	YES

## Project Delivery

**Task** 0815 Measure I Program Management

### Purpose

Manage the Project Delivery Program.

### Accomplishments

Management of the Project Delivery Program resulted in furthering the development of projects leading to the completion of numerous transportation enhancements. Individual project accomplishments can be found in the task-specific narratives.

Ongoing maintenance, assessment and enhancements of Project Delivery Program Controls were conducted including: 1) Project Delivery implemented on projects starting construction an electronic file upload, management and review system to ensure document retention policies are followed; 2) project costs were reviewed and reconciled up to current year, and will be reconciled each year in order to better streamline project closeouts; 3) completed the annual contract review and after reviewing more than 260 contracts, none were found to be out of compliance; and 4) utilization and maintenance of the Project Control System (PCS) to support Project Delivery management of project schedules, contracts, and funding, for the purposes of reconciliation, documentation, and internal and external reporting. Also, the PCS provided support to Project Delivery, Fund Administration and Finance staff to serve as a tool for the updating and monitoring of the 10-Year Delivery Plan and the preparation of the Fiscal Year Budget.

The Project Delivery team provided support to the Planning Department staff in the development of the Trade Corridor Enhancement Program (TCEP) grant application, which resulted in the award of \$115 million of grant funds to the Project Delivery program for Interstate 10 (I-10) Contract 2 (\$85 million) and US 395 Phase 2 (\$30 million) Projects. The team is providing ongoing support for reporting on budgets and schedules as required for these grants.

### Work Elements

1. Project Delivery: Perform tasks related to the project development and construction management of SBCTA managed projects as described by the task-specific narratives.
2. Project Controls: Collect and maintain all pertinent budget, cost, and schedule information on each project. Track project risks, goals, accomplishments, and action items. This work element includes regular updates to detailed project cost estimates commensurate with the level of project development and project scheduling, and development of and regular updates to detailed project schedules. Overall, these activities serve to maintain and enhance PCS monitoring and reporting on the status of the budget, cost, and schedule and to forecast performance trends of each project under the Project Delivery Program. In addition, use of this integrated system allows creation of different funding scenarios for the identification of the optimum funding plan.
3. Consultant Selection and Management: Administer the on-going consultant activities. For new contracts, analyze bid/cost proposals against independent cost estimates and negotiate contracts that are fair, reasonable, and in the best interest of SBCTA and SBCOG. Coordinate indirect cost review as a practice to ensure appropriate hourly rates.
4. Contract Management and Invoicing: Perform routine contract management and review invoicing for compliance with contract terms. Utilize contract controls to track consultant expenditures and budgets in coordination with the PCS and Finance Department. Verify the validity of each agreement.
5. Conduct Quality Assurance/Quality Control (QA/QC) reviews and peer reviews to ensure that SBCTA products and deliverables meet quality standards, and maintain database of QA/QC reviews.

## Project Delivery

### Task 0815 Measure I Program Management

6. Other Program Activities: Other activities include document controls and archiving for records retention purposes; project database maintenance; implementation of program procedures and requirements; participation in the development of programming strategies for all available Federal and State funds; provide input into the development of State regulations and SBCTA policies; and execute project close-out of completed projects.
7. Provide program and project management services that result in the efficient delivery of transportation improvement projects.
8. Partner with the San Bernardino County School District to inform local students interactively about careers in transportation.
9. Participate in Equity Ad Hoc Committee, and implement approved recommendations.

Budgetary changes mainly due to variance of cost related to support for claims and payroll expenses in Fiscal Year 2023/2024.

### Contract Information – Project Delivery Program\*

- a. Existing Contracts
  - i. 20-1002357, Program Management, Amount Budgeted \$1,280,000.\*
  - ii. 20-1002377, On-Call Environmental Services, Amount Budgeted \$10,000.\*
  - iii. 21-1002555, Legal Services, Amount Budgeted \$30,000.\*
  - iv. 19-1002000, Public Outreach Service, Amount Budgeted \$20,000.\*
  - v. 20-1002339, Disadvantaged Business Enterprise Services, Amount Budgeted \$2,000.\*

\* Contracts that are utilized on multiple sub-tasks within the Program.

### Manager

Kristi Harris, Director of Project Delivery

## Project Delivery

Task 0815 Measure I Program Management

	2021/2022	2022/2023	2023/2024	2024/2025
Expenditures	Actual	Actual	Revised Budget	Budget
Regular Full-Time Employees	1,085,976	1,181,286	1,044,643	1,264,422
Fringe Allocation-General	1,073,090	1,156,146	823,318	934,408
Professional Services	11,058	-	118,000	195,576
Program Management Fees	1,739,188	2,119,671	950,000	1,285,000
Legal Fees	23,228	10,298	41,000	41,000
Training/Registration	1,425	2,897	44,000	44,000
Postage	-	-	1,000	1,000
Travel Expense - Employee	429	233	12,000	12,000
Travel Expense-Mileage-Employee	188	28	12,000	12,000
Advertising	729	190	1,000	1,000
Public Information Activities	-	-	20,000	20,000
Printing - External	-	240	1,000	1,000
Bank Charges	-	-	1,000	1,000
Meeting Expense	240	190	3,000	1,000
Computer Hardware and Software	-	-	78,000	80,000
Total Expenditures	3,935,550	4,471,180	3,149,961	3,893,406

## Funding Sources

MSI Valley Fund-Freeway Projects	1,859,692
MSI Valley Fund-Fwy Interchange	1,967,714
MSI Valley Fund-Grade Separations	25,000
MSI Victor Valley Fund-Major Local Hwy	21,000
MSI North Desert Fund-Major Local Hwy	20,000
Total Funding Sources	3,893,406

## Project Delivery

### Task 0820 Freeway Projects

#### Purpose

The Freeway Projects Program develops and constructs freeway/highway improvements that enhance mobility, reduce traffic congestion, and improve safety. These enhancements are achieved by the construction of a variety of lane additions including general purpose lanes, truck climbing lanes, carpool lanes, express lanes and ancillary improvements.

#### Accomplishments

Transportation revenues coupled with grant awards continue to translate into significant enhancements to our local freeways. The landscape construction for the first three phases of Interstate 215 (I-215) widening through the City of San Bernardino is complete and these phases are in the Establish Existing Planting (EEP) phase. The next two landscape segments along the I-215 corridor (Bi-County and Segment 5) will be released for construction in late 2024. The State Route 210 (SR210) Lane Addition project in the cities of Highland, San Bernardino and Redlands started construction in early 2020 was completed in summer of 2023 and is currently in the EEP phase. The environmental document for the Interstate 10 (I-10) Corridor was approved in mid-2017 and procurement for a design-build roadway contractor and an Express Lanes system provider resulted in award of two contracts in mid-2018 and financial close on the Transportation Infrastructure Finance and Innovation Act (TIFIA) loan for the project concluded in spring 2019. Design, right of way, and construction is ongoing, with completion anticipated in 2024. In addition, a work package for the next phases of the I-10 Corridor has been identified. Board approval has been given to proceed into design and further study for I-10 Contract 2 portion east of Interstate 15 (I-15). To expedite Project delivery, the I-10 Contract 2 Project will be delivered as one design contract, divided into two construction segments: Segment 2A – I-15 to Sierra Avenue and Segment 2B – Sierra Avenue to Pepper Avenue. The preliminary engineering/environmental phase has been completed for the I-15 Corridor Express Lanes improvements from State Route 60 (SR60) to SR210 with the environmental document approved in late 2018. Final design on the Contract 1 portion from Cantu Galleano Ranch Road to north of Foothill Boulevard was completed in October 2023 with construction anticipated to begin in the summer of 2024. A construction contract was awarded on the I-10 Eastbound Truck Climbing Lane Project in December 2023, with an anticipated start of construction in 2024. The design and right of way activities for US 395 Phase 2 from I-15 to Palmdale Road began in late 2023 and is anticipated to be completed by early 2025.

#### Work Elements

Budget for Fiscal Year 2024/2025 incorporates the continuation of design and construction of the I-10 Corridor Contract 1 Project. The I-10 Corridor represents one of the largest projects in SBCTA history and is evident in the significant budget allocated to the Freeway Projects task. In addition, budget for the design and construction of the other projects referenced above are also included.

Budgetary changes due primarily to projects in design and continuing to move through construction.

#### Contract Information – Freeway Projects Program\*

- a. Existing Contracts
  - i. 20-1002377, Environmental Services, Amount Budgeted \$256,500.\*
  - ii. 21-1002555, Legal Services, Amount Budgeted \$593,000.\*
  - iii. 18-1001907, Right of Way Services, Amount Budgeted \$37,327.\*
  - iv. 20-1002357, Program Management Services, Amount Budgeted \$2,964,818.\*
  - v. 19-1002000, Public Outreach Services, Amount Budgeted \$605,305.\*
  - vi. 19-1002001, Public Outreach Services, Amount Budgeted \$2,989.\*

## Project Delivery

### Task 0820 Freeway Projects

- vii. 20-1002339, Disadvantaged Business Enterprise Services, Amount Budgeted \$12,000. \*
- viii. 21-1002472, Consulting Services, Amount Budgeted \$500.\*
- ix. 22-1002663, Public Information Services, Amount Budgeted \$125,000.\*
- x. 22-1002768, Disadvantaged Business Enterprise Services, Amount Budgeted \$2,000. \*

\* Contracts that are utilized on multiple sub-tasks within the Program.

### Local Funding Source Detail

The local funding source detail is specific to the individual sub-tasks and is included in the sub-tasks narratives.

### Manager

Kristi Harris, Director of Project Delivery

## Project Delivery

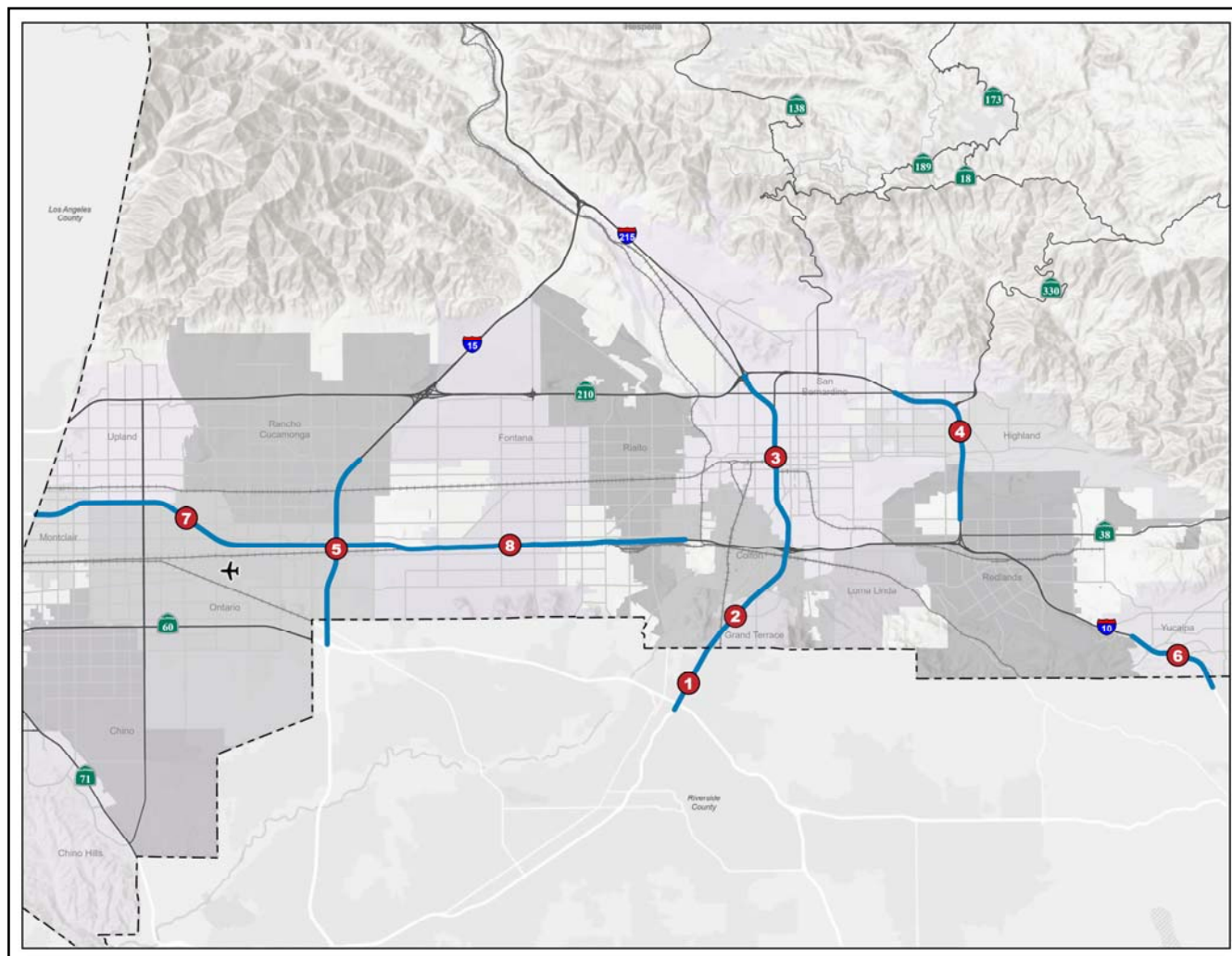
Task 0820 Freeway Projects

	2021/2022	2022/2023	2023/2024	2024/2025
	Actual	Actual	Revised Budget	Budget
<b>Expenditures</b>				
Regular Full-Time Employees	332,034	386,629	255,266	9,339
Fringe Allocation-General	328,094	378,400	204,552	6,902
Professional Services	3,424,072	14,637,683	24,670,467	25,767,142
Consulting Services	20,099,305	20,048,282	33,786,600	19,596,071
Program Management Fees	1,850,619	1,971,229	2,770,620	2,687,513
Auditing and Accounting	-	54,405	-	-
Legal Fees	689,426	1,166,372	1,200,800	2,427,057
Utilities	(17,455)	-	-	-
Construction Capital	221,490,365	200,806,109	253,897,625	169,055,491
Construction Support	-	617,895	12,357,403	10,573,723
Utilities Capital	1,342,116	3,347,450	13,723,000	5,948,280
Right of Way Capital	874,289	336,600	10,022,328	8,433,322
Property Insurance	-	5,365	20,000	1,764
Dues/Memberships	(150)	-	900,000	-
Postage	92	133	14,000	6,000
Travel Expense - Employee	-	3,415	4,000	-
Travel Expense-Mileage-Employee	-	401	500	-
Advertising	553	484	7,000	2,000
Public Information Activities	624,157	650,681	1,512,668	733,295
Meeting Expense	227	475	1,000	10,000
Debt Fees	14,500	16,000	22,000	20,000
Total Expenditures	<u>251,052,245</u>	<u>244,428,009</u>	<u>355,369,829</u>	<u>245,277,899</u>
<b>Funding Sources</b>				
Surface Transportation Program				50,324,587
Congestion Mitigation and Air Quality				18,773,532
Project National and Regional Significance				600,000
Highway Infrastructure Program				8,089,057
Regional Improvement Program				22,249,548
State Highway Operations & Protection Program				7,166,000
Local Partnership Program-Formula-SB1				3,000,000
Trade Corridor Enhancement Program				39,341,300
MSI Valley Fund-Freeway Projects				84,157,183
MSI Valley Fund-Fwy Interchange				6,051,115
MSI Valley Fund-Arterials				1,330,000
MSI Victor Valley Fund-Major Local Hwy				176,241
MSI 1990-Valley Fund-Major Projects				1,094,400
MSI 1990-Valley Fund-TMEE				906,000
Local Projects Fund				2,018,936
Total Funding Sources				<u>245,277,899</u>

Attachment: MVSS Narrative FY 2024/2025 - PDF Final (10399 : SBCTA Fiscal Year 2024/2025 Budget Task Review - MVSS)



**Project Delivery Program  
Freeway Projects  
Valley Subarea**



Master Schedule										
	Fiscal Year									
Project/Phases	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31
1 <u>Interstate 215 Bi-County Landscape</u>	<div> <div>PA/ED</div> <div>PS&amp;E</div> <div>ROW</div> <div>Cons</div> <div>Landscape</div> <div>Closeout</div> </div>									
2 <u>Interstate 215 Barton Road Interchange</u>										

**Project Delivery Program**  
**Freeway Projects**  
**Valley Subarea**

[illegible]

1

**Project****Interstate 215 Landscape Bi-County & Segment 5 (0839 & 0838 Segment 5)****Description**

**Bi-County** - Close the gap between carpool lanes north of Orange Show Road in San Bernardino and south of the State Route 60 (SR60)/State Route 91 (SR91)/Interstate 215 (I-215) interchange in Riverside, to encourage ridesharing and improve the efficiency, safety, and operations of traffic. Remaining task is close-out and corridor landscaping. Current phase: Landscaping Design.

**Segment 5** - The addition of a high-occupancy vehicle and mixed flow lane in each direction on I-215 through the City of San Bernardino to relieve congestion and accommodate future traffic demand. Current Phase: Landscaping Design.

Total Estimated Cost	Costs to Date	Proposed Budget	Future Costs
\$19,013,000	\$2,959,582	\$13,251,687	\$2,801,731

**Contracts Information**

- a. Existing Contracts
  - i. 19-1002005, Environmental and Design Professional Services, Amount Budgeted \$159,000.
  - ii. 21-1002534, Construction Management Services, Amount Budgeted \$900,000.
  - iii. 16-1001378, Segment 5, Construction Management Services, Amount Budgeted \$450,000.
  - iv. 19-1002005, Segment 5, Design Services, Amount Budgeted, \$180,000.
- b. New Contracts
  - i. IFB, Construction Capital, Amount Budgeted \$11,285,687, Total Estimated Contract Amount \$11,285,687.

2

**Project****Interstate 215 Barton Road Interchange (0840)****Description**

Reconstruct interchange to relieve existing congestion and accommodate future traffic demands. Current Phase: Right of Way and Close-out.

<b>Total Estimated Cost</b>	<b>Costs to Date*</b>	<b>Proposed Budget</b>	<b>Future Costs</b>
<b>\$104,973,000</b>	<b>\$102,156,745</b>	<b>\$127,327</b>	<b>\$2,688,928</b>

\*Additional \$18 million is not going through SBCTA's books but is included in Cost to Date.

**Contract Information**

- a. Existing Contracts
  - i. 20-1002278, Environmental Right of Way Remediation, Amount Budgeted \$9,500.
  - ii. 15-1001294, Construction Capital, Amount Budgeted \$50,000.

3

Project Interstate 215 Corridor Landscape (0838)

Description

The addition of a high-occupancy vehicle and mixed flow lane in each direction on Interstate 215 (I-215) through the City of San Bernardino to relieve congestion and accommodate future traffic demand. Current Phase: Landscape Establish Existing Planting (EEP) .

Total Estimated Cost*	Costs to Date	Proposed Budget*	Future Costs
\$15,405,158	\$15,151,158	\$254,000	\$0

\*Total Estimated Cost includes \$297 thousand of remaining reimbursement to Inland Valley Development Agency (IVDA). SBCTA and IVDA executed a funding agreement whereby SBCTA used Federal funds allocated to IVDA local projects for the I-215 Corridor Construction Capital contracts, in exchange for an equal amount of Measure I funds.

Contract Information

- a. Existing Contracts
- i. 16-1001378, Construction Management Services, Amount Budgeted \$82,000.

ii. 19-1002026, Construction Capital, Amount Budgeted \$94,400.

4

**Project****State Route 210 Lane Addition (0887)****Description**

Add one mixed flow lane in each direction and conduct pavement rehabilitation between Highland Avenue in the City of San Bernardino and San Bernardino Avenue in the City of Redlands to relieve existing congestion and accommodate future demands. Current Phase: Landscape.

<b>Total Estimated Cost</b>	<b>Costs to Date</b>	<b>Proposed Budget</b>	<b>Future Costs</b>
<b>\$166,765,387</b>	<b>\$163,811,022</b>	<b>\$1,130,400</b>	<b>\$1,823,965</b>

**Contract Information**

- a. Existing Contracts
  - i. 15-1001231, Design Services, Amount Budgeted \$32,000.
  - ii. 17-1001681, Construction Management Services, Amount Budgeted \$360,000.
- b. New Contracts
  - i. 23-1002917, Establish Existing Planting (EEP), Amount Budgeted \$165,000, Total Estimated Contract Amount \$658,798.

5

**Project****Interstate 15 Corridor Express Lanes Improvements Contract 1 (0831)****Description**

Add Express Lanes in each direction along the Interstate 15 (I-15) corridor connecting to RCTC's Express Lane facility from south of Cantu Galleano Ranch Road in Riverside County and add two lanes in each direction to north of Foothill Boulevard. Project includes auxiliary lanes and other operational improvements along the corridor. Current Phase: Final Design, Right of Way and Construction.

<b>Total Estimated Cost</b>	<b>Costs to Date</b>	<b>Proposed Budget</b>	<b>Future Costs</b>
<b>\$400,589,660</b>	<b>\$30,746,540</b>	<b>\$92,774,900</b>	<b>\$277,338,220</b>

**Contract Information**

- a. Existing Contracts
  - i. 20-1002266, Design Services, Amount Budgeted \$200,000.
  - ii. 22-1002757, Construction Support Services, Amount Budgeted \$7,000,000.
  - iii. 23-1002938, Construction and Maintenance Agreement for Rochester Ave Overhead, Amount Budgeted \$861,093.
  - iv. 23-1002939, Construction and Maintenance Agreement Vina Vista Overhead, Amount Budgeted \$65,000.
  - v. 23-1002940, Construction and Maintenance Agreement Mission Blvd Overhead, Amount Budgeted \$150,000.
- b. New Contracts
  - i. IFB, Construction Capital, Amount Budgeted \$85,000,000, Total Estimated Contract Amount \$292,454,000.
  - ii. IFB, Riverside County Toll System Modifications, Amount Budgeted \$300,000, Total Estimated Contract Amount \$725,000.

**6****Project****Interstate 10 Eastbound Truck Lane Project (0854)****Description**

Improve traffic operations and safety along eastbound Interstate 10 (I-10) by constructing a dedicated truck climbing lane for slower moving vehicles from near 16<sup>th</sup> St. Bridge to the Riverside County Line. The remaining budget for design services is for design services during construction/bid. Current phase: Construction.

<b>Total Estimated Cost</b>	<b>Costs to Date</b>	<b>Proposed Budget</b>	<b>Future Costs</b>
<b>\$38,811,122</b>	<b>\$15,887,760</b>	<b>\$11,872,161</b>	<b>\$11,051,201</b>

**Contract Information**

- a. Existing Contracts
  - i. 19-1002064, Design Professional Services, Amount Budgeted \$109,222.
  - ii. 22-1002731, Construction Management Services, Amount Budgeted \$1,298,722.
  - iii. 23-1002869, Construction Contract, Amount Budgeted \$10,369,300.



7

**Project****Interstate 10 Corridor Contract 1 (0823)****Description**

Mitigate traffic congestion and accommodate future traffic on the Interstate 10 (I-10) Corridor from the Los Angeles/San Bernardino County border to Interstate 15 (I-15). Project extends through the cities of Montclair, Upland and Ontario, a distance of approximately 10 miles. Current Phase: Design, Right of Way and Construction.

Total Estimated Cost*	Costs to Date	Proposed Budget	Future Costs
\$962,442,762	\$846,778,374	\$91,540,720	\$24,123,668

\*Total Estimated Costs incorporate added State Highway Operations & Protection Program (SHOPP) pavement rehabilitation work, three corridor interchanges and one arterial improvement project.

**Contract Information**

- a. Existing Contracts
  - i. 16-1001530, Project Management/Construction Management Services, Amount Budgeted \$8,151,820.
  - ii. 17-1001599, Design-Build Capital Construction Contract, Amount Budgeted \$52,601,104.
  - iii. 17-1001617, Design-Build Capital Construction Contract, Amount Budgeted \$16,480,000.
  - iv. 21-1002472, Professional Services, Amount Budgeted \$500.
  - v. 22-1002736, Professional Services, Amount Budgeted \$58,248.
  - vi. 23-1002903, Landscape Design, Amount Budgeted \$600,000.
  - vii. 23-1002956, Legal Advisor Services, Amount Budgeted \$1,500,000.
- b. New Contracts
  - i. IFB, Landscape Construction Contract, Amount Budgeted \$2,000,000, Total Estimated Contract Amount \$ 10,000,000.

**Local Funding Source Detail**

- i. City of Montclair - \$2,018,936.

Note: Sub-Task 0823 costs are budgeted for all work specific to I-10 Corridor Contract 1 Project and the balance of I-10 Corridor costs are included in Sub-Tasks 0821, 0855, and 0856. Sub-Task 0823 incorporates I-10 Monte Vista Avenue Interchange, I-10 Euclid Avenue Interchange, I-10 Vineyard Avenue Interchange and I-10 4<sup>th</sup> Street Arterial Improvement Projects. The cities of Ontario and Upland have also provided local contributions to the project for interchanges and arterials in their cities.

8

**Project****Interstate 10 Corridor Contract 2 (0821)****Description**

Mitigate traffic congestion and accommodate future traffic on the Interstate 10 (I-10) Corridor from Interstate 15 (I-15) to Pepper Avenue. Project extends through the cities of Fontana, Ontario, Rialto, and Colton a distance of approximately 11 miles. Current Phase: Design and Right of Way.

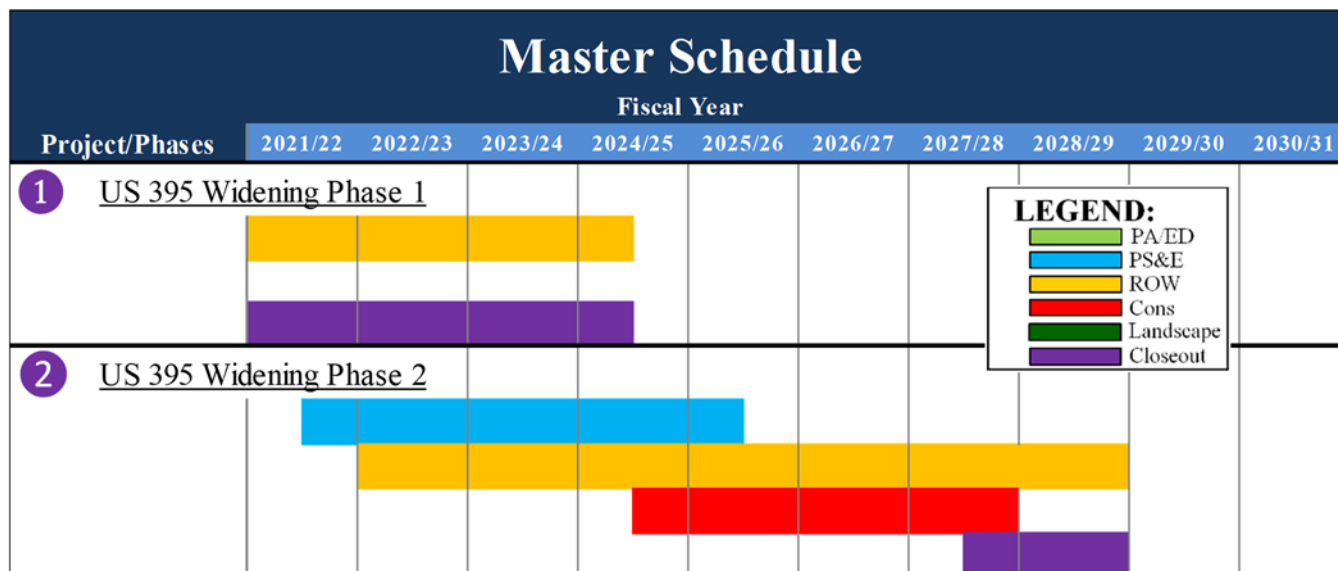
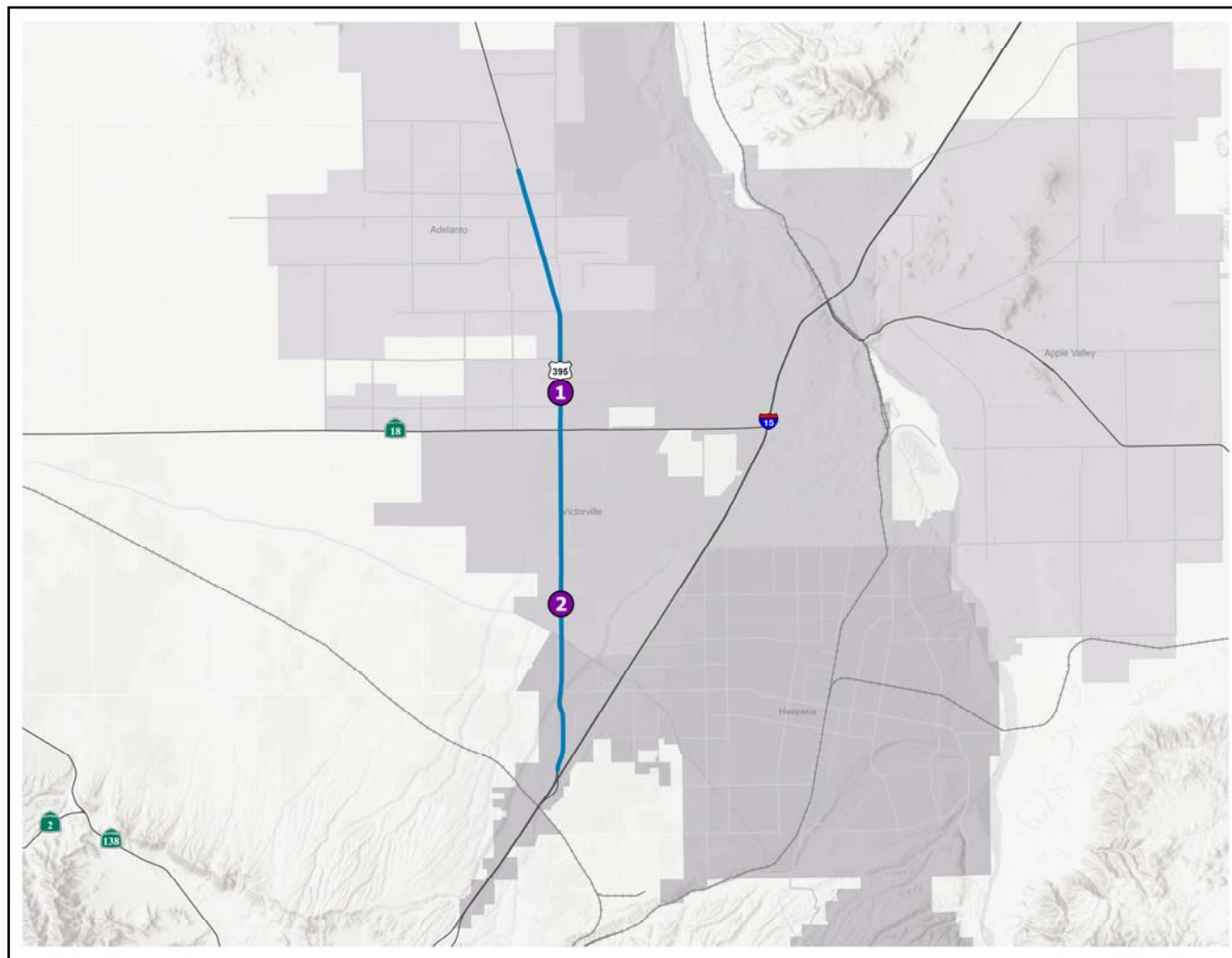
Total Estimated Cost*	Costs to Date	Proposed Budget	Future Costs
\$818,960,000	\$39,144,550	\$30,776,000	\$743,039,450

\*Additional \$6.0 million for PS&E Oversight is not going through SBCTA books and is not included in Costs to Date.

**Contract Information**

- a. Existing Contracts
  - i. 22-1002722, Final Design Services, Amount Budgeted \$22,700,000.
  - ii. 23-1002935, Right of Way Oversight, Amount Budgeted \$100,000.
- b. New Contracts
  - i. 23-1002960, Construction Management, Amount Budgeted \$400,000, Total Estimated Contract Amount \$75,000,000.

**Project Delivery Program  
Freeway Projects  
Victor Valley Subarea**



1

Project

US 395 Widening Phase 1 (0891)

Description

Widen the US 395 to four lanes and improve intersections from State Route 18 (SR18) to Chamberlaine Way in the City of Adelanto to accommodate existing and future traffic. Current Phase: Close out.

Total Estimated Cost	Costs to Date*	Proposed Budget	Future Costs
\$38,284,000	\$33,474,000	\$10,000	\$0

\*Additional \$4.8 million is not going through SBCTA’s books and not included in Costs to Date.

2

**Project****US 395 Widening Phase 2 (0844)****Description**

Widen the US 395 to four lanes and improve intersections from 0.4 miles north of Interstate 15 Junction to State Route 18 (SR18/Palmdale Road) in the cities of Hesperia and Victorville to accommodate existing and future traffic. Current Phase: Design and Right of Way.

<b>Total Estimated Cost</b>	<b>Costs to Date</b>	<b>Proposed Budget</b>	<b>Future Costs</b>
<b>\$69,387,146</b>	<b>\$7,135,295</b>	<b>\$3,524,057</b>	<b>\$58,727,794</b>

**Contract Information**

- a. Existing Contracts:
  - i. 22-1002775, Design Services, Amount Budgeted \$1,875,000.
  - ii. 23-1002844, Right of Way Services, Amount Budgeted \$1,185,000.
- b. New Contracts:
  - i. RFP, Construction Management Services, Amount Budgeted \$100,000, Total Estimated Contract Amount \$5,000,000.

## Project Delivery

### Task 0821 Express Lanes Project Development

#### Purpose

Management of Express Lanes Project Development for Express Lanes implementation.

#### Accomplishments

New express lanes facilities are currently under development and require coordination to ensure future express lanes facilities and extensions can seamlessly integrate into existing express lanes operations. Express Lanes Project Development includes coordination during construction of the Interstate 15 (I-15) Express Lanes Contract 1, which will begin in 2024, and during final design of Interstate 10 (I-10) Express Lanes Contract 2, which is anticipated to be completed in late 2024.

#### Work Elements

Ongoing tasks to manage express lanes project development includes:

1. Effective management of express lanes consultant support and staff.
2. Collaborate with Project Delivery on design and construction of express lanes facilities and expansions.
3. Collaborate with Planning, Fund Administration, Finance and Project Delivery on funding plans associated with project development activities for future express lanes facilities including development and submittal of grant applications.
4. Coordinate with neighboring counties (Riverside and Los Angeles) on express lanes facilities connections and operations strategies.
5. Plan for future express lanes facilities and expansions.
6. Update business rules and operation procedures to include future express lanes facilities.
7. Manage and implement express lanes collection system for new express lanes facilities.

Budgetary changes are a result of the transition of the Express Lanes Program from design to implementation for the I-15 Express Lanes Contract 1.

#### Product

1. I-15 Contract 1 Express Lanes Collection System implementation.
2. I-10 Contract 2 Express Lanes Collection System design.

#### Contract Information – Express Lanes Project Development Program

- a. Existing Contracts
  - i. 22-1002706, I-15 Express Lanes Implementation Support Services, Amount Budgeted \$250,000.
  - ii. 23-1002943, I-15 Express Lanes Riverside County Express Lanes System Modification Services, Amount Budgeted \$300,000.
  - iii. 23-1002944, Express Lanes Support Services, Amount Budgeted \$250,000.
  - iv. 20-1002357, Program Management, Amount Budgeted \$50,000.
  - v. 16-1001355, I-10 and I-15 Corridor Traffic and Revenue Services, Amount Budgeted \$100,000.
  - vi. 17-1001617, Express Lanes Toll Service Provider I-15 Contract 1 Design and Implementation, Amount Budgeted \$3,000,000.
  - vii. 22-1002721, RCTC Cooperative Agreement, Amount Budgeted \$2,000,000.

### Project Delivery

**Task** 0821 Express Lanes Project Development

- viii. 17-1001617, Option - Express Lanes Toll Service Provider I-10 Contract 2 Design and Implementation, Amount Budgeted \$160,000, Total Estimated Contract Amount \$12,000,000.

**Manager**

Tim Byrne, Director of Express Lanes

### Project Delivery

**Task** 0821 Express Lanes Project Development

	2021/2022	2022/2023	2023/2024	2024/2025
<b>Expenditures</b>	<b>Actual</b>	<b>Actual</b>	<b>Revised Budget</b>	<b>Budget</b>
Regular Full-Time Employees	-	-	240,188	74,213
Fringe Allocation-General	-	-	188,546	54,844
Professional Services	-	-	50,000	100,000
Consulting Services	-	-	398,500	3,460,000
Program Management Fees	-	-	500,000	50,000
Maintenance-Toll Services Systems	-	-	400,000	250,000
Construction Support	-	-	300,000	250,000
Dues/Memberships	-	-	2,500	1,000
Training/Registration	-	-	4,000	1,000
Postage	-	-	500	500
Travel Expense - Employee	-	-	2,000	1,000
Travel Expense-Mileage-Employee	-	-	1,500	1,000
Advertising	-	-	2,000	500
Printing - Internal	-	-	2,000	500
Office Expense	-	-	10,000	500
Total Expenditures	-	-	2,101,734	4,245,057

### Funding Sources

MSI Admin	8,337
MSI Valley Fund-Freeway Projects	4,236,720
Total Funding Sources	4,245,057

NOTE: New Task created in Fiscal Year 2023/2024 budget. It does not include prior year history.



## Project Delivery

### Task 0830 Interchange Projects

#### Purpose

The Interchange Projects Program develops and constructs freeway interchange improvements that mitigate existing traffic congestion, accommodate future traffic, and enhance safety. The improvements range from ramp widening to complete interchange replacement.

#### Accomplishments

Construction is complete on the State Route 210 (SR210) Pepper Avenue interchange and the project completed the Establish Existing Planting (EEP) phase in December 2023. Interstate 10 (I-10) Cherry, I-10 Citrus and I-10 Pepper have been completed and are in project close-out. Construction is complete on the I-10 University Street project and the State Route 60 (SR60) Archibald Avenue project. The State Route 210 (SR210) at Base Line interchange project and SR60 at Central Avenue interchange project have completed construction and are currently in the EEP phase. Construction is complete on the I-10 Alabama Street interchange project and will enter the EEP phase in the summer of 2024. Construction is anticipated to be completed in the spring of 2025 on I-10 Cedar Avenue. Design and right of way work continues on the Interstate 215 (I-215) University Parkway and the I-10 Mount Vernon Avenue interchange projects. Project development coordination with the City of Yucaipa continues on I-10 Wildwood Canyon Road. The I-10 Monte Vista Avenue, I-10 Euclid Avenue and I-10 Vineyard Avenue interchanges are being designed and constructed as part of the I-10 Corridor Contract 1 Project. A phased interchange project at SR210 and Waterman Avenue is in the final design phase and anticipated to start construction in the summer of 2024.

Budgetary changes are mainly due to various projects moving into construction phase.

#### Contract Information – Interchange Projects Program\*

- a. Existing Contracts
  - i. 20-1002377, Preliminary Design and Environmental Services, Amount Budgeted \$117,000.\*
  - ii. 20-1002357, Program Management Services, Amount Budgeted \$342,000.\*
  - iii. 19-1002001, Public Outreach Services, Amount Budgeted \$15,000.\*
  - iv. 19-1002000, Public Outreach Services, Amount Budgeted \$110,000.\*
  - v. 18-1001907, Right of Way Services, Amount Budgeted \$9,000.\*
  - vi. 18-1001909, Right of Way Services, Amount Budgeted \$20,000.\*
  - vii. 18-1001823, Right of Way Services, Amount Budgeted \$10,000.\*
  - viii. 21-1002555, Legal Services, Amount Budgeted \$187,000.\*
  - ix. 22-1002663, Public Information Services, Amount Budgeted \$95,000.\*
  - x. 22-1002768, Disadvantaged Business Enterprise Services, Amount Budgeted \$2,000.\*

\* Contracts that are utilized on multiple sub-tasks within the Program.

#### Local Funding Source Detail

The local funding source detail is specific to the individual sub-tasks and is included in the sub-tasks narratives.

#### Manager

Kristi Harris, Director of Project Delivery

## Project Delivery

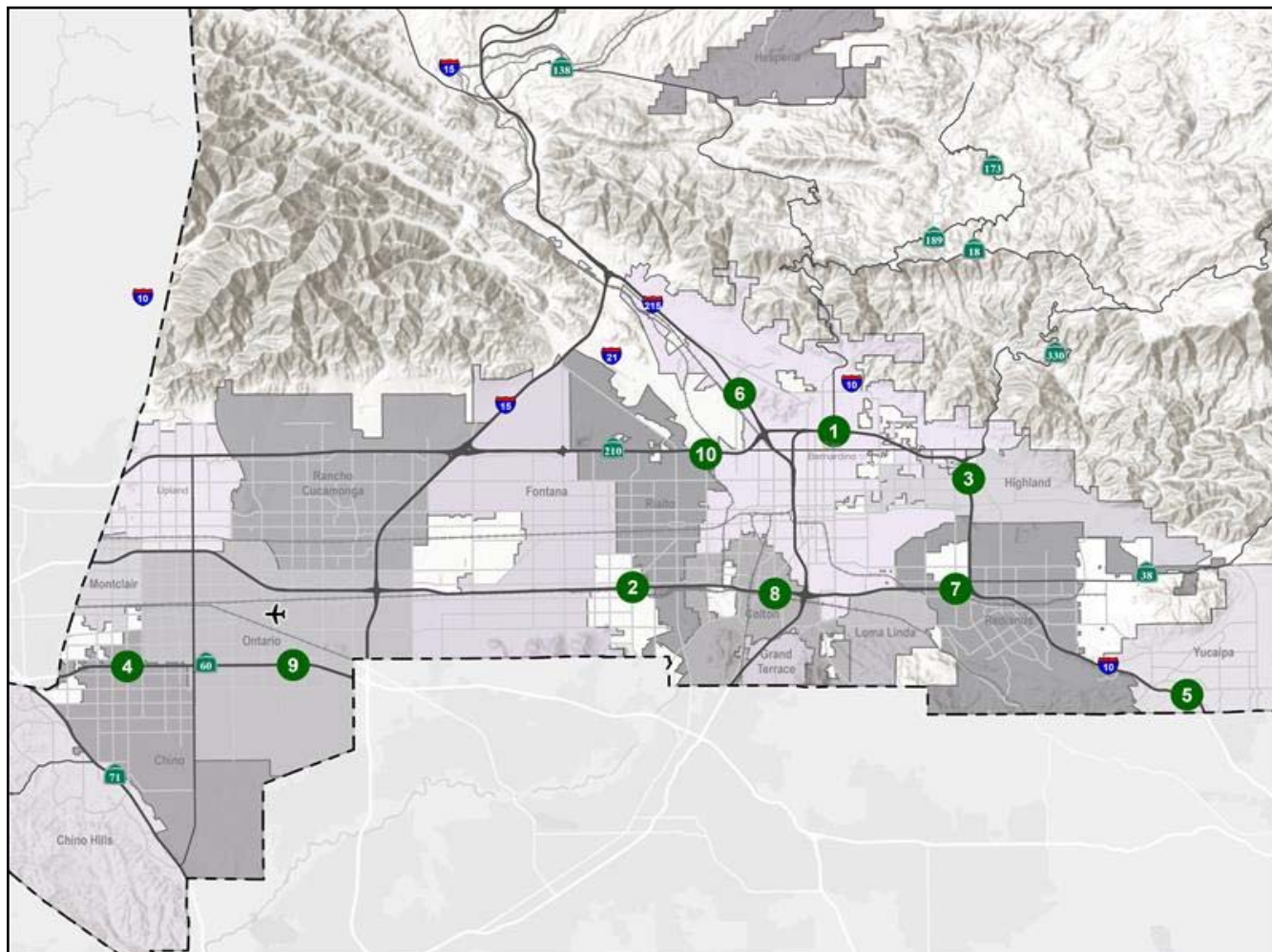
Task 0830 Interchange Projects

	2021/2022	2022/2023	2023/2024	2024/2025
Expenditures	Actual	Actual	Revised Budget	Budget
Professional Services	1,114,442	1,841,503	693,500	209,001
Consulting Services	3,363,299	4,280,495	6,114,301	17,153,749
Program Management Fees	679,388	415,938	410,000	342,000
Auditing and Accounting	-	-	5,000	-
Legal Fees	431,941	504,887	364,110	237,001
Construction Capital	27,968,150	29,614,050	61,755,857	78,085,119
Construction Support	-	27,395	3,667,335	4,570,087
Utilities Capital	315,957	29,505	520,000	1,169,400
Right of Way Capital	1,430,819	552,578	8,449,288	2,365,600
Right of Way Acquisition	-	433,000	-	-
Postage	82	144	21,100	11,000
Advertising	112	674	4,900	10,000
Public Information Activities	61,680	135,901	152,712	220,000
Printing - External	330	845	-	-
Contributions/Subsidies	223,452	405,024	305,285	300,000
Meeting Expense	-	99	-	-
Total Expenditures	<u>35,589,652</u>	<u>38,242,039</u>	<u>82,463,388</u>	<u>104,672,957</u>

## Funding Sources

Surface Transportation Program	3,832,676
Highway Infrastructure Program	2,323,273
Trade Corridor Improvement Fund	12,998
MSI Valley Fund-Fwy Interchange	79,571,883
MSI Cajon Pass Fund	10,000
MSI 1990-Valley Fund-Major Projects	3,000
Local Projects Fund	<u>18,919,127</u>
Total Funding Sources	<u>104,672,957</u>

**Project Delivery Program  
Interchange Projects  
Valley Subarea**



## Master Schedule

Project/Phases	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31
<b>1</b> <u>State Route 210 Waterman Avenue</u>		PA/ED PS&E	PS&E	Cons Landscape	Closeout					
<b>2</b> <u>Interstate 10 Cedar Avenue Interchange</u>	PS&E	ROW	ROW Cons	Cons Landscape	Landscape	Landscape	Landscape	Closeout		

# Project Delivery Program

## Interchange Projects

### Valley Subarea

[illegible]

# Project Delivery Program

## Interchange Projects

### Valley Subarea

[illegible]

1

**Project****State Route 210 Waterman Avenue (0814)****Description**

Reconstruct westbound onramp and ramp intersections as part of improvements to the existing interchange to relieve existing congestion and accommodate future traffic. Current Phase: Plans, Specifications and Estimates, Right of Way, and Construction.

<b>Total Estimated Cost</b>	<b>Costs to Date</b>	<b>Proposed Budget</b>	<b>Future Costs</b>
<b>\$8,628,930</b>	<b>\$1,493,486</b>	<b>\$5,687,559</b>	<b>\$1,447,885</b>

**Contract Information**

- a. Existing Contracts
  - i. 22-1002727, Environmental and Engineering Services, Amount Budgeted \$71,691.
- b. New Contracts
  - i. IFB, Construction Contract, Amount Budgeted, \$5,555,868, Total Estimated Contract Amount \$6,800,000.

**Local Funding Source Detail**

- i. City of San Bernardino - \$1,087,447.

2

**Project****Interstate 10 Cedar Avenue Interchange (0897)****Description**

Reconstruct interchange to relieve existing congestion and accommodate future traffic demands. Current Phase: Right of Way and Construction.

<b>Total Estimated Cost</b>	<b>Costs to Date*</b>	<b>Proposed Budget</b>	<b>Future Costs</b>
<b>\$112,667,640</b>	<b>\$45,890,239</b>	<b>\$48,987,857</b>	<b>\$10,039,544</b>

\*Additional \$7.75 million is not going through SBCTA books and not included in Costs to Date.

**Contract Information**

- a. Existing Contracts
  - i. 20-1002342, Construction Management Services, Amount Budgeted \$3,600,000.
  - ii. 22-1002784, Construction Capital, Amount Budgeted \$43,142,857.
  - iii. 22-1002716, Construction Support Services, Amount Budgeted \$46,000.
  - iv. 22-1002804, Construction Capital, Amount Budgeted \$120,000.

**Local Funding Source Detail**

- i. San Bernardino County - \$14,137,357.

3

Project

State Route 210 Base Line Interchange (0803)

Description

Improve the interchange to relieve existing congestion and accommodate future traffic demands. Current Phase: Landscape.

Total Estimated Cost	Costs to Date	Proposed Budget	Future Costs
\$35,013,026	\$29,615,145	\$660,000	\$4,737,881

Contract Information

- a. Existing Contracts
- i. 15-1001231, Design Services, Amount Budgeted \$11,000.

ii. 17-1001681, Construction Management Services, Amount Budgeted \$21,000.

iii. 19-1002078, Construction Capital, Amount Budgeted \$200,000.

iv. 23-1002917, Establish Existing Planting (EEP), Amount Budgeted \$126,000.

Local Funding Source Detail

- i. City of Highland - \$278,800.



4

**Project****State Route 60 Central Avenue Interchange (0893)****Description**

Reconstruct the interchange and widen State Route 60 (SR60) Central Avenue Bridge in the City of Chino to relieve existing congestion and accommodate future traffic demands. Current Phase: Right of Way and Landscape.

<b>Total Estimated Cost</b>	<b>Costs to Date</b>	<b>Proposed Budget</b>	<b>Future Costs</b>
<b>\$36,623,746</b>	<b>\$33,021,536</b>	<b>\$380,000</b>	<b>\$3,222,210</b>

**Contract Information**

- a. Existing Contracts
  - i. 18-1001811, Construction Management Services, Amount Budgeted \$20,000.
  - ii. 19-1002196, Construction Capital, Amount Budgeted \$50,000.
- b. New Contracts
  - i. IFB, Construction Contract, Amount Budgeted \$101,238, Total Estimated Contract Amount \$166,000.

**Local Funding Source Detail**

- i. City of Chino - \$219,930.

5

**Project****Interstate 10 Wildwood Interchange (0808)****Description**

Construct new westbound on and off ramps as part of a new interchange to relieve existing congestion and accommodate future traffic. Current Phase: Planning and Project Approval & Environmental Document (PA/ED) by the City of Yucaipa.

<b>Total Estimated Cost</b>	<b>Costs to Date*</b>	<b>Proposed Budget</b>	<b>Future Costs</b>
<b>\$115,281,000</b>	<b>\$1,230,011</b>	<b>\$320,000</b>	<b>\$8,430,989</b>

\*Additional \$105.3 million is not going through SBCTA books and not included in Cost to Date.

**Contract Information**

- a. Existing Contracts
  - i. 20-1002294, Cooperative Agreement for PA/ED, Amount Budgeted \$300,000.

6

**Project****Interstate 215 University Parkway Interchange (0853)****Description**

Reconstruct existing interchange with a Diverging Diamond Interchange (DDI) configuration to improve local traffic operations and freeway access for the City of San Bernardino. Current Phase: Right of Way and Construction.

<b>Total Estimated Cost</b>	<b>Costs to Date</b>	<b>Proposed Budget</b>	<b>Future Costs</b>
<b>\$23,135,720</b>	<b>\$8,442,997</b>	<b>\$12,389,529</b>	<b>\$2,303,194</b>

**Contract Information**

- a. Existing Contracts
  - i. 20-1002271, Environmental and Engineering Services, Amount Budgeted \$20,196.
  - ii. 22-1002705, Construction Management Services, Amount Budgeted \$552,727.
- b. New Contracts
  - i. IFB, Construction Contract, Amount Budgeted \$11,661,606, Total Estimated Contract Amount \$15,000,000.

**Local Funding Source Detail**

- i. City of San Bernardino - \$1,016,677.

7

**Project****Interstate 10 Alabama Street Interchange (0895)****Description**

Reconstruct interchange to relieve existing congestion and accommodate future traffic in the City of Redlands.  
Current Phase: Landscape Maintenance.

<b>Total Estimated Cost</b>	<b>Costs to Date</b>	<b>Proposed Budget</b>	<b>Future Costs</b>
<b>\$14,486,062</b>	<b>\$13,471,492</b>	<b>\$680,000</b>	<b>\$334,570</b>

**Contract Information**

- a. Existing Contract
  - i. 19-1002248, Construction Management Services, Amount Budgeted \$10,000.
  - ii. 21-1002620, Construction Capital, Amount Budgeted \$500,000.
- b. New Contract
  - i. RFP, Establish Existing Planting (EEP) Construction Management Services, Amount Budgeted \$85,000, Total Estimated Contract Amount \$282,000.
  - ii. IFB, EEP Capital, Amount Budgeted \$75,000, Total Estimated Contract Amount \$325,000.

**Local Funding Source Detail**

- i. City of Redlands - \$348,350.

8

**Project****Interstate 10 Mount Vernon Avenue Interchange (0898)****Description**

Reconstruct bridge and improve local intersection to relieve existing congestion and to meet future traffic demands in the City of Colton. Current Phase: Design, Right of Way, and Construction.

<b>Total Estimated Cost</b>	<b>Costs to Date</b>	<b>Proposed Budget</b>	<b>Future Costs</b>
<b>\$80,264,914</b>	<b>\$12,617,138</b>	<b>\$35,530,000</b>	<b>\$32,297,776</b>

**Contract Information**

- a. Existing Contracts
  - i. 18-1001869, Preliminary Design, Environmental Services, and Final Design Services, Amount Budgeted \$80,000.
- b. New Contracts
  - i. IFB, Construction Capital, Amount Budgeted \$30,000,000, Total Estimated Contract Amount \$53,000,000.
  - ii. 23-1002845, Construction Management Services, Amount Budgeted \$3,400,000, Total Estimated Contract Amount \$7,000,000.
  - iii. RFP, Utility Agreement, Amount Budgeted \$875,000, Total Estimated Contract Amount \$875,000.
  - iv. RFP, Utility Agreement, Amount Budgeted \$480,000, Total Estimated Contract Amount \$480,000.
  - v. RFP, Utility Agreement, Amount Budgeted \$8,000, Total Estimated Contract Amount \$8,000.
  - vi. RFP, Electric Utility Agreement, Amount Budgeted \$92,000, Total Estimated Contract Amount \$92,000.

**Local Funding Source Detail**

- i. City of Colton - \$1,812,345.

9

**Project****State Route 60 Archibald Avenue Interchange (0894)****Description**

Improve local streets and ramps at the State Route 60 (SR60) Archibald Avenue Interchange in the City of Ontario to relieve existing congestion and accommodate future traffic demands. Current Phase: Closeout.

Total Estimated Cost	Costs to Date	Proposed Budget	Future Costs
\$26,803,176	\$26,778,176	\$25,000	\$0

**Contract Information****Local Funding Source Detail**

- i. City of Ontario - \$18,221.

10

Project

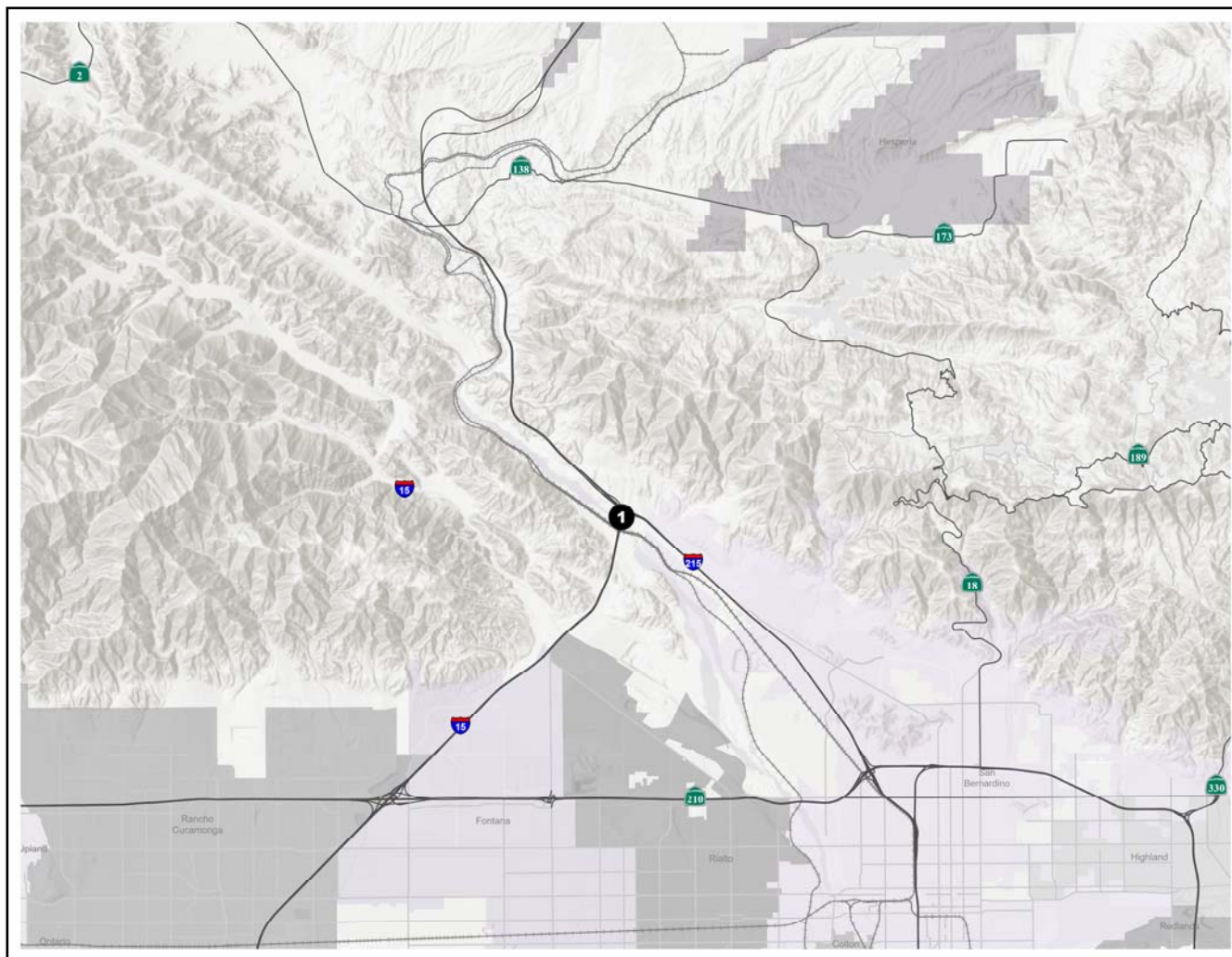
State Route 210 Pepper Avenue Interchange (0883)

Description

Construct new interchange to provide freeway access in the City of Rialto. Current phase: Final Close-out.

Total Estimated Cost	Costs to Date	Proposed Budget	Future Costs
\$23,038,121	\$23,035,121	\$3,000	\$0

# Project Delivery Program Interchange Projects Cajon Pass



Master Schedule										
Fiscal Year										
Project/Phases	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31
1 Interstate 15/Interstate 215 (Devore) Interchange										

**LEGEND:**

- PAVED
- PS&E
- ROW
- Cons
- Landscape
- Closeout



1

## Project

## Interstate 15/Interstate 215 (Devore) Interchange (0880)

## Description

To accommodate existing and future traffic, this project provided four lanes in each direction on Interstate 15 (I-15) through the interchange, added truck by-pass lanes, reconfigured the interchange so that I-15 southbound becomes the primary route, reconnected Cajon Boulevard, and provided other ancillary improvements. Current Phase: Project Close-out including project cost reconciliation and on-going Environmental Mitigation Monitoring and final property disposition.

Total Estimated Cost	Costs to Date*	Proposed Budget	Future Costs
\$325,005,000	\$68,595,000	\$10,000	\$0

\*Additional \$256.4 million is not going through SBCTA books and not included in Cost to Date.

## Project Delivery

### Task 0840 Grade Separation Projects

#### Purpose

The Grade Separation Projects Program develops and constructs railroad grade separations that improve mobility, reduce traffic congestion, and improve safety. Safety benefits include both eliminating the risk associated with vehicles crossing the railroad tracks and improved response time for emergency responders.

#### Accomplishments

Measure I revenue supplemented by Trade Corridor Improvement Funds (TCIF) has provided an opportunity to deliver several much needed grade separation projects. The Hunts Lane, Palm Avenue, North Milliken Avenue, Lenwood Road, Glen Helen Parkway Phase 1, South Milliken Avenue, Vineyard Avenue and Laurel Avenue grade separations are completed and closed or are in process of final closeout. The Monte Vista Avenue Grade Separation Project has been completed and final claims resolution is ongoing along with final close-out work.

Budgetary changes are mainly to account for outstanding potential claims and legal services.

#### Contract Information –Grade Separation Projects Program\*

- a. Existing Contracts
  - i. 20-1002357, Program Management Services, Amount Budgeted \$12,000.\*
  - ii. 22-1002663, Public Information Services, Amount Budgeted \$21,000.\*

\* Contracts that are utilized on multiple sub-tasks within the Program.

#### Local Funding Source Detail

The local funding source detail is specific to the individual sub-tasks and is included in the sub-tasks narratives.

#### Manager

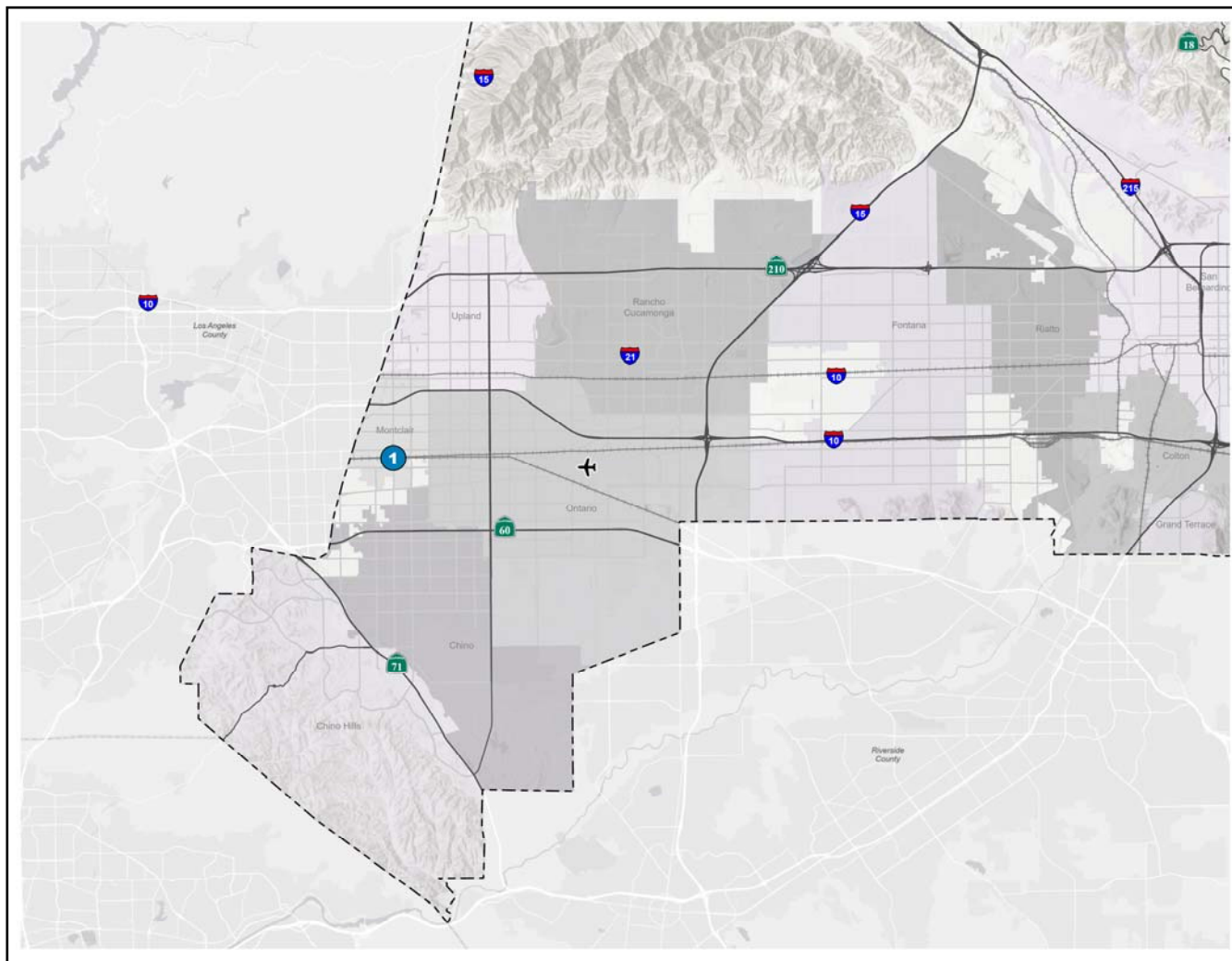
Kristi Harris, Director of Project Delivery

### Project Delivery

**Task** 0840 Grade Separation Projects

	2023/2024			
	2021/2022	2022/2023	Revised	2024/2025
<b>Expenditures</b>	<b>Actual</b>	<b>Actual</b>	<b>Budget</b>	<b>Budget</b>
Professional Services	17,757	5,614	20,000	1,000
Program Management Fees	-	-	10,000	12,000
Legal Fees	29,777	145,642	3,808,000	163,000
Construction Capital	-	-	-	3,703,000
Construction Support	-	-	-	53,800
Postage	9	-	5,000	10,000
Public Information Activities	-	-	-	21,000
Total Expenditures	<u>47,543</u>	<u>151,256</u>	<u>3,843,000</u>	<u>3,963,800</u>
<b>Funding Sources</b>				
MSI Valley Fund-Grade Separations				3,324,000
Local Projects Fund				<u>639,800</u>
Total Funding Sources				<u><u>3,963,800</u></u>

# Project Delivery Program Grade Separation Projects Valley Subarea



Master Schedule										
Fiscal Year										
Project/Phases	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31
1 <u>Monte Vista Avenue Grade Separation</u>										

**LEGEND:**

- PA ED
- PS&E
- ROW
- Cons
- Landscape
- Closeout

1

**Project****Monte Vista Avenue Grade Separation (0868)****Description**

Construct Grade Separation on Monte Vista Avenue over the Union Pacific Railroad (UPRR) tracks in the City of Montclair. Current Phase: Claims resolution and Close-out.

<b>Total Estimated Cost*</b>	<b>Costs to Date</b>	<b>Proposed Budget</b>	<b>Future Costs</b>
<b>\$27,429,902</b>	<b>\$23,467,102</b>	<b>\$3,962,800</b>	<b>\$0</b>

\*Construction phase costs only.

**Contract Information**

- a. Existing Contracts
  - i. 16-1001461, Construction Capital, Amount Budgeted \$3,703,000.
  - ii. 16-1001474, Legal Services, Amount Budgeted, \$112,000.
  - iii. 22-1002705, Construction Management Services, Amount Budgeted, \$53,800.

**Local Funding Source Detail**

- i. City of Montclair - \$435,800.
- ii. UPRR - \$204,000.

## Project Delivery

### Task 0860 Arterial Projects

#### Purpose

Enhance circulation, safety, and flow of traffic on the San Bernardino Valley arterial streets and Metrolink Stations by completing improvements to the facilities.

#### Accomplishments

Construction of all four tiers of the Valley Signal Coordination Program has been completed and re-timing of many of the corridors has been completed. While the operation and maintenance of the systems have been turned over to the local agencies, SBCTA continues to provide on-call specialized traffic signal coordination services through a consultant contract to assist the local agencies in operating and maintaining the systems. Construction was completed for Phase 1 of the Active Transportation Program (ATP) Metrolink Improvements Project in early 2019. Funding for Phase 2 of the project has been programmed and final design and environmental reevaluation are complete with construction underway. An environmental reevaluation of the Mount Vernon Viaduct Project and preliminary design work was completed in fall 2018 and another reevaluation was completed in mid-2020. SBCTA awarded a design-build contract and work is already underway. Disassembly of the existing bridge and final design of the new bridge is complete. Construction of the new bridge started in early 2024. The North First Avenue Bridge Project in the City of Barstow started construction in early 2023 with SBCTA leading this project based on a cooperative agreement with the City and is anticipated to be completed in late 2024.

Budgetary changes are mainly due to projects moving into construction phase.

#### Contract Information –Arterial Projects Program\*

- a. Existing Contracts
  - i. 20-1002357, Program Management Services, Amount Budgeted \$546,500.\*
  - ii. 21-1002555, Legal Services, Amount Budgeted \$100,000.\*
  - iii. 19-1002000, Public Outreach Services, Amount Budgeted \$130,000.\*
  - iv. 19-1002001, Public Outreach Services, Amount Budgeted \$6,000.\*
  - v. 20-1002339, Disadvantaged Business Enterprise Services, Amount Budgeted \$2,000.\*
  - vi. 22-1002768, Disadvantaged Business Enterprise Services, Amount Budgeted \$5,000.\*

\* Contracts that are utilized on multiple sub-tasks within the Program.

#### Local Funding Source Detail

The local funding source detail is specific to the individual sub-tasks and is included in the sub-tasks narratives.

#### Manager

Kristi Harris, Director of Project Delivery

## Project Delivery

Task 0860 Arterial Projects

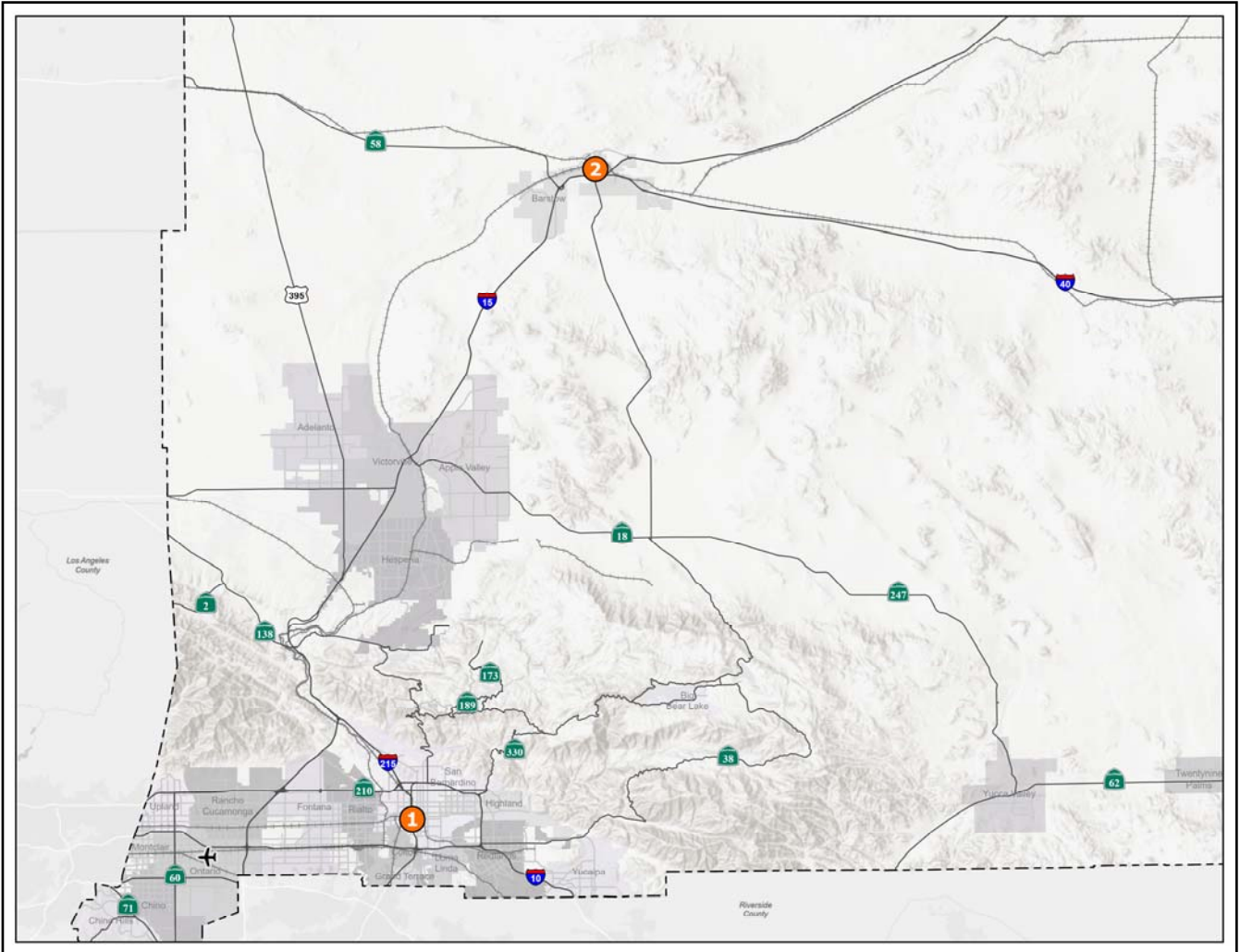
	2021/2022	2022/2023	2023/2024	2024/2025
Expenditures	Actual	Actual	Revised Budget	Budget
Regular Full-Time Employees	66,163	11,397	93,136	21,936
Fringe Allocation-General	65,378	11,154	73,112	16,211
Professional Services	1,054,884	1,393,870	2,258,700	2,193,000
Consulting Services	1,845,635	1,166,904	978,729	2,249,001
Program Management Fees	429,168	171,328	391,800	581,500
Legal Fees	256,347	176,274	75,000	100,000
Construction Capital	8,543,150	12,802,742	76,950,606	63,201,924
Construction Support	-	18,340	1,356,815	601,339
Utilities Capital	68,342	(11,441)	4,500	2,300
Right of Way Capital	951,058	17,932,537	7,000,000	669,863
Postage	62	9	100	-
Advertising	499	258	-	-
Public Information Activities	36,114	59,729	1,545,500	166,000
In-kind Contribution	25,863,434	830,315	-	-
Commercial Paper Principal	26,352,000	-	25,000,000	-
Commercial Paper Interest	17,360	-	2,219,179	1,000,000
Meeting Expense	74	-	500	-
Total Expenditures	65,549,669	34,563,416	117,947,677	70,803,074

## Funding Sources

Local Transportation Fund-ART 3 Bicycle	301,630
Surface Transportation Program	3,170,900
Active Transportation Program - Federal	1,820,043
Highway Bridge Program	39,403,065
Transit and Intercity Rail Capital Program-SB125	3,170,900
Zero Emission Transit Capital Program-SB125	5,000
MSI Valley Fund-Arterials	5,184,450
MSI Valley Fund-Traffic Mgmt Sys	2,370,000
MSI North Desert Fund-Major Local Hwy	1,293,241
Local Projects Fund	13,083,845
Commercial Paper (Short Term Borrowing)	1,000,000
Total Funding Sources	70,803,074



## Project Delivery Program Arterial Projects



Master Schedule										
Fiscal Year										
Project/Phases	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31
1 Mount Vernon Avenue Viaduct	PA&D	PS&E	ROW	Cons	Cons	Closeout				
2 North First Avenue Bridge over BNSF	PA&D	PS&E	ROW	Cons	Cons	Closeout				

**LEGEND:**

- PA&D
- PS&E
- ROW
- Cons
- Landscape
- Closeout



1

**Project****Mount Vernon Avenue Viaduct (0827)****Description**

Replace bridge on Mount Vernon Avenue Viaduct over the Burlington Northern Santa Fe Railroad (BNSF) Railway tracks and Intermodal Yard in the City of San Bernardino. Current Phase: Right of Way and Design-Build work.

<b>Total Estimated Cost</b>	<b>Costs to Date</b>	<b>Proposed Budget</b>	<b>Future Costs</b>
<b>\$244,811,418</b>	<b>\$185,938,332</b>	<b>\$50,236,434</b>	<b>\$8,636,652</b>

**Contract Information**

- a. Existing Contracts
  - i. 18-1001846, Legal Services, Amount Budgeted \$190,000.
  - ii. 22-1002699, Railroad Construction Support Services, Amount Budgeted \$966,068.
  - iii. 19-1002208, Railroad Construction Support and Mitigation Work, Amount Budgeted \$2,976,450.
  - iv. 18-1001966, Design-Build Services, Amount Budgeted \$43,646,853.
  - v. 23-1002971, Construction Management Services, Amount Budgeted \$1,400,000.

**Local Funding Source Detail**

- i. City of San Bernardino - \$2,513,374.
- ii. BNSF - \$8,501,452.

2

**Project****North First Avenue Bridge over BNSF (0811)****Description**

This project, located in the City of Barstow, will replace an existing bridge on First Avenue over the Burlington Northern Santa Fe Railroad (BNSF). Sub-task budget to provide project management and administer construction phase for City. Current Phase: Right of Way and Construction.

<b>Total Estimated Cost</b>	<b>Costs to Date*</b>	<b>Proposed Budget</b>	<b>Future Costs</b>
<b>\$71,508,316</b>	<b>\$41,239,006</b>	<b>\$7,649,310</b>	<b>\$10,000</b>

\*Additional \$22.61 million for PA&ED, PS&E, and ROW Phase not going through SBCTA books and are not included in Costs to Date.

**Contract Information**

- a. Existing Contracts
  - i. 21-1002469, Construction Management, Amount Budgeted \$1,600,000.
  - ii. 22-1002780, Construction Capital, Amount Budgeted \$4,762,310.
  - iii. 19-1002236, Railroad Construction Support Services, Amount Budgeted \$250,000.
  - iv. 23-1002936, Railroad Flagging Services, Amount Budgeted \$600,000.

**Local Funding Source Detail**

- i. City of Barstow - \$1,128,310.

### ③ Project Valley Signal Coordination/Emerging Technology (0701)

#### Description

Improve the flow of traffic on the San Bernardino Valley arterial streets by coordinating traffic signals. Current Phase: On-call support services and support key initiatives of the Emerging Technology Ad-Hoc Committee including the development of a Smart County Master Plan.

Total Estimated Cost*	Costs to Date	Proposed Budget	Future Costs
\$26,434,871	\$19,769,571	\$2,720,000	\$3,945,300

\*Total Estimated Cost reflects incorporation of five year monitoring and mitigation plan approved at January 2017 Board meeting.

#### Contract Information

- a. Existing Contracts
  - i. 22-1002761, San Bernardino Valley Coordinated Traffic Signal System (SBVCTSS) On-Call Support and Development of Smart County Master Plan, Amount Budgeted \$700,000.
- b. New Contracts
  - i. IFB, Smart Corridors, Amount Budgeted \$2,000,000, Total Estimated Contract Amount \$5,000,000.

\*Project consists of 1,200 locations throughout the San Bernardino Valley. This project is not location specific and covers various jurisdictions. Not included on the map or master schedule.

#### Local Funding Source Detail

- i. San Bernardino County - \$350,000.

## ④ Project **Metrolink ATP Improvements Phase 2 (0810)**

### Description

Construct pedestrian and bicycle accessibility improvements to local Metrolink stations, Phase 2. Current Phase: Construction.

Total Estimated Cost	Costs to Date	Proposed Budget	Future Costs
\$11,212,893	\$2,118,711	\$9,094,182	\$0

### Contract Information

- a. Existing Contracts
  - i. 20-1002388, Professional Services, Amount Budgeted \$32,000.
  - ii. 22-1002708, Construction Management Services, Amount Budgeted \$596,229.
- b. New Contracts:
  - i. 23-1002919, IFB, Construction Capital, Amount Budgeted \$8,161,843, Total Contract Amount \$8,631,039.

Note: This project is not location specific and covers various jurisdictions. Not included on the map or master schedule.

### Local Funding Source Detail

- i. City of Fontana - \$84,964.
- ii. City of Montclair - \$98,000.
- iii. City of Rancho Cucamonga - \$198,745.
- iv. City of San Bernardino - \$60,000.
- v. City of Upland - \$149,000.

⑤ **Project**      **North First Avenue Bridges over Mojave River & Overflow (0813)**

**Description**

This project, located in the City of Barstow, will replace existing bridges on North First Avenue over the Mojave River and its Overflow. Sub-task budget to provide project management for the City. Current Phase: Design.\*

<b>Total Estimated Cost</b>	<b>Costs to Date*</b>	<b>Proposed Budget</b>	<b>Future Costs</b>
<b>\$60,380,000</b>	<b>\$0</b>	<b>\$100,000</b>	<b>\$60,280,000</b>

\*City is currently leading the Design phase and their expenses are not going through SBCTA books and are not included in Costs to Date.

Note: Currently, there is not a coop with the City of Barstow. The subtask budget is for potential on-call management support. This subtask is not included in the Arterial schedules and maps.

## Express Lanes Budget

### Description

The Express Lanes Department is responsible for the management and operation of the San Bernardino (SB) Express Lanes. In addition to operations and maintenance, Express Lanes Department responsibilities include express lanes system design, implementation, violations enforcement, customer service, public education, marketing, outreach, as well as traffic and incident management.

The Express Lanes Department provides direct oversight to the roadside express lanes Toll Service Provider (TSP), the back office customer service center, and administers contracts with the California Highway Patrol (CHP) for express lanes enforcement, California Department of Transportation (Caltrans) for facility maintenance, and vendors to provide express lanes Freeway Service Patrol (FSP). The Express Lanes Department also supports express lanes project development by providing comprehensive input to the express lanes concept of operations, design, contractor procurements, agency agreements, public outreach, express lanes policies and business rules.

The Express Lanes Department manages the agenda for the Interstate 10 (I-10) and Interstate 15 (I-15) Joint Subcommittee. The Finance Department is responsible to account for express lanes activities relating to the I-10 and I-15 Express Lanes.

### Goals and Objectives

The Express Lanes team is responsible for monitoring and reporting on express lanes operations, performance, transactions and related expenditures and revenues.

1. Operate the I-10 Express Lanes Contract 1 segment based on express lanes policy and business rules approved by the Board and incorporated into the SBCTA Transportation Infrastructure Finance and Innovation Act (TIFIA) agreement financial assumptions. Ensure express lanes revenue is sufficient to support operations, maintenance and debt services.
2. Maintain the I-10 Express Lanes Contract 1 segment consistent with the guidelines in the I-10 Express Lanes Toll Facility Agreement with Caltrans.
3. Provide effective communication of express lanes operations to the Board, Caltrans, the United States Department of Transportation, the Federal Highway Administration and bondholders.
4. Maintain financial stability through proactive management that will allow the SB Express Lanes to offer dependable, predictable and safe travel alternatives in San Bernardino County.
5. Assist in the accounting, budgeting, establishment of the policies and procedures, and TIFIA loan reporting/compliance for the I-10 Express Lanes Contract 1.

Performance/Workload Indicators	2021/2022 Actual	2022/2023 Actual	2023/2024 Revised Budget	2024/2025 Budget
I-10 Contract 1 Express Lanes Annual	N/A	N/A	\$6,090,000*	\$12,100,000
Express Lanes Transactions				
I-10 Contract 1 Express Lanes Annual Express Lanes Revenue	N/A	N/A	\$6,914,000*	\$13,828,000
I-15 Contract 1 Express Lanes	N/A	N/A	Express Lanes Collection System Final Design	Express Lanes Collection System Final Design and Implementation
I-10 Contract 2 Express Lanes	N/A	N/A	Express Lanes Collection System Preliminary Design	Express Lanes Collection System Final Design
Submit requisitions requests to TIFIA to fund the Construction phase of the I-10 Corridor	YES	YES	YES	YES

\*Based on an anticipated six month timeframe from start of service in January 2024 to June 2024.

## Express Lanes Operation

**Task** 0750 Express Lanes Operation

### Purpose

Management of Express Lanes Operation

### Accomplishments

Upon revenue service commencement, SBCTA is responsible for the management of facility operations and maintenance for the Interstate 10 (I-10) express lanes. SBCTA's express lanes Toll Service Provider, TransCore, will transition from the Design and Development phase of their contract to the first of five years of the Operation and Maintenance phase of the express lanes facility. TransCore will operate the facility out of the Inland Empire Transportation Management Center (IETMC), sharing space with the California Department of Transportation (Caltrans) and the California Highway Patrol (CHP). In addition, the Transportation Corridor Agencies (TCA) have been updating internal procedures in order to provide express lanes services to SBCTA upon revenue service commencement including revenue collection, violation processing and customer service. A customer service walk-in center located within the City of Rancho Cucamonga City Hall will be open prior to revenue service commencement. The SBCTA Finance Department will manage the United States Department of Transportation (USDOT) loan covenants for the Transportation Infrastructure Finance and Innovation Act (TIFIA) Program. The loan, which was secured to assist in constructing the facility, will be repaid from express lanes revenue collected from I-10 express lanes operations.

### Work Elements

Ongoing tasks for express lanes operations include:

1. Express lanes daily operations and maintenance.
2. Caltrans express lanes civil maintenance and incident management.
3. TCA back office and customer service operations.
4. CHP express lanes enforcement.
5. Express lanes Freeway Service Patrol (FSP) service.
6. Express lanes public outreach, marketing and education.
7. Effective management of express lanes consultant support and staff.
8. Develop and implement goals, objectives and policies to support the effective and efficient operation of the express lanes.
9. Oversee work performed by outside agencies and vendors, such as back office/customer service center operations, express lanes collection system and communication equipment maintenance.
10. Participate in the California Toll Operators Committee (CTOC) and other state or national toll industry organizations that provides for information exchange and strategic policy development.
11. Manage cash advance between Measure I Freeway Fund and future Interstate 15 (I-15) Express Lanes revenue for costs incurred in Riverside County's portion of the I-15 Express Lanes Contract 1.
12. Manage and repay Measure I investment contribution for capital cost of the I-10 Express Lanes Contract 1 in accordance with TIFIA Loan requirements.
13. Manage revenues and expenditures for express lanes operations, and record cash advance between Measure I Freeway Fund and I-15 Express Lanes Contract 1.

Budgetary changes include final transfers from TIFIA Loan Draws to Measure I Freeway Fund for the construction phase of the I-10 Express Lanes Contract 1 and costs for operations.

### Product

1. Operation and maintenance of the I-10 Express Lanes Contract 1.
2. Revenue collection, accounting and audit of the I-10 Express Lanes Operations.
3. Recording of TIFIA loan proceeds and debt service payments.
4. Recording of cash advance between Measure I Freeway Fund and I-15 Express Lanes Contract 1.

## Express Lanes Operation

**Task** 0750 Express Lanes Operation

### Contract Information

- a. Existing Contracts
  - i. 17-1001617, Express Lanes Service Provider Operations and Maintenance, Amount Budgeted \$1,860,000.
  - ii. 23-1002854, Administrative Hearing Agreement, Amount Budgeted \$3,000.
  - iii. 22-1002819, Freeway Service Patrol Services, Amount Budgeted \$330,000.
  - iv. 18-1001833, Traffic Operations Agreement, Amount Budgeted \$36,000.
  - v. 22-1002815, Freeway Maintenance Agreement, Amount Budgeted \$300,000.
  - vi. 18-1001854, Services Agreement, Amount Budgeted \$4,300,000.
  - vii. 23-1002944, Support Services, Amount Budgeted \$650,000.
  - viii. 19-1002000, Public Outreach Services, Amount Budgeted \$200,000.
  - ix. 21-1002555, Legal Services, Amount Budgeted \$15,000.
  - x. 16-1001355, I-10 and I-15 Corridor Traffic and Revenue Services, Amount Budgeted \$500,000.
  - xi. 22-1002818, Freeway Service Patrol Technical Consultant, Amount Budgeted \$4,000.
  - xii. 23-1002833, Financial and Operations Model, Amount Budgeted \$56,900.
  - xiii. 21-1002607, Rating Agency Agreement, Amount Budgeted \$28,500.
  - xiv. 22-1002704, Rating Agency Agreement, Amount Budgeted \$28,500.
  - xv. 23-1002953, San Bernardino (SB) Express Lanes Walk-In Center Cooperative Agreement, Amount Budgeted \$10,000.
  - xvi. 23-1002972, California Highway Patrol Express Lanes Enforcement Services, Amount Budgeted \$400,000.
  - xvii. 21-1002547, California Highway Patrol FSP Support Service, Amount Budgeted \$70,000.

### Manager

Tim Byrne, Director of Express Lanes



### Express Lanes Operations

**Task** 0750 Express Lanes Operations

	2021/2022	2022/2023	2023/2024	2024/2025
<b>Expenditures</b>	<b>Actual</b>	<b>Actual</b>	<b>Revised Budget</b>	<b>Budget</b>
Regular Full-Time Employees	-	-	327,035	467,035
Fringe Allocation-General	-	-	256,723	345,139
Consulting Services	-	2,393,756	1,252,595	4,476,900
Rent	-	-	18,000	36,000
Utilities	-	-	170,000	200,000
Insurance Premiums - Gen Liab	-	-	900,000	1,000,000
Insurance Premiums - Property	-	-	100,000	100,000
TCA - Processing Costs - ETC	-	-	2,106,000	4,310,000
CHP Patrol Services	-	-	200,000	470,000
Freeway Service Patrol	-	-	280,000	330,000
Bank/Trustee Fees	-	-	3,000	-
Express lane Surface Maintenance	-	-	171,500	300,000
Financing Fee (TIFIA Annual) - Debt Fee	-	-	17,000	20,000
Interest Expense	350,667	2,617,076	1,768,787	5,065,000
Legal	-	-	15,000	15,000
TSP Services	-	-	-	3,000
Professional Services	-	-	300,000	650,000
Construction Support	-	28,877	47,405	-
Dues/Memberships	-	-	-	1,000
Training/Registration	-	-	-	6,000
Postage/Mailing	-	-	-	500
Travel - Employee	-	-	-	2,000
Travel - Mileage Employee	-	-	-	2,000
Marketing/Advertising	-	-	-	1,000
Printing	-	-	-	1,000
Office Supplies	-	-	-	2,000
<b>Total Expenditures</b>	<b>350,667</b>	<b>5,039,710</b>	<b>7,933,045</b>	<b>17,803,574</b>

#### Funding Sources

I-10 Express Lanes Contract 1	15,803,574
I-15 Express Lanes Contract 1	2,000,000
<b>Total Funding Sources</b>	<b>17,803,574</b>

Note: Transfers out are included in the budget to Measure I - Freeway program from the draw down of Transportation Infrastructure Finance and Innovation Act (TIFIA) loan proceeds. Toll operation on the Interstate 10 Express Lanes Contract 1 is expected to commence in 2024. For Fiscal Year 2024/2025 SBCTA is planning to draw down the estimated remaining \$12 million of the \$225 million loan from the US Department of Transportation (USDOT) under TIFIA . The loan payable to TIFIA will be recorded as a liability on the balance sheet of the Express Lanes Operations Fund and will be repaid from toll revenues.

## ***Minute Action***

### AGENDA ITEM: 4

***Date: March 14, 2024***

***Subject:***

Annual Right-of-Way Acquisition Updates

***Recommendation:***

Receive and file the updated list of right-of-way property acquisitions for Project Delivery Department and Transit and Rail Department projects, which includes changes to the Board of Directors' authorized property lists and provides the current listing of San Bernardino County Transportation Authority Project Delivery and Transit and Rail Programs Eminent Domain actions.

***Background:***

The San Bernardino County Transportation Authority (SBCTA) is responsible for the development and delivery of transportation projects. In the course of developing and delivering projects, the acquisition of public and private properties is often required to facilitate the implementation of projects. The intent of this agenda item is to inform the Board of Directors (Board) of SBCTA's success in avoiding costly litigation while acquiring property necessary for SBCTA's Project Delivery and Transit and Rail projects. This agenda item will also provide a listing of all properties that were approved by the Board and properties that have been added or deleted for these projects.

On January 2, 1971, Public Law 91-646 the "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970," was signed into law by Congress to ensure that people whose real property is acquired, or who must move as a result of the needs of a Federal Aid project, will be treated fairly and equitably and will receive assistance in moving from the property they occupy to a location equal or better. To ensure fair and consistent treatment of property owners and those displaced as a result of the projects, SBCTA developed a Right-of-Way (ROW) Acquisition Procedures Manual compliant with all federal and state laws, statutes, and regulations as applicable, to guide staff through the property acquisition, relocation, and disposition processes. To exercise consistent treatment of property owners, this process is utilized on all property acquisitions whether or not federal funds are utilized.

SBCTA seeks to reach fair settlements with property owners based on the value of Just Compensation, which is derived from appraisal values. Through the acquisition process, staff is highly communicative with those affected by SBCTA's projects in order to gain a full understanding of each property owner's concerns and the factors concerning the appropriate property appraisal. While many acquisitions are either accepted based on Just Compensation, or with limited negotiations, there are situations where; due to schedule considerations, lack of property owner response, title issues on the property, or significant differences on the acquisition price; legal proceedings are required. In these cases, while negotiations with the property owners are continued, the Board conducts a Resolution of Necessity (RON) hearing to establish the need for the property, need for the project, and that a fair offer of Just Compensation has been tendered to the property owner of record.

In cases where a RON hearing occurs, the vast majority of the properties are acquired through a settlement prior to filing of litigation. Settlements occur through contracts that the SBCTA

*Entity: San Bernardino County Transportation Authority*

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Acquisition Agent negotiates directly with property owners ('Contract' column in Table 1 below and Table 2 on the following page), attorney settlement agreements that the court accepts or settlement agreements resulting from mediation by an unbiased third-party mediator ('Attorney' column in Tables 1 & 2), or through a trial judgment ('Court' column in Tables 1 & 2). Only a small proportion of properties actually go to trial to determine Just Compensation for property acquisition. Due to the cost associated with litigation, it is generally in SBCTA's best interest, and in the best interest of property owners, to settle on a fair determination of Just Compensation for the real property interests prior to trial. In an effort to meet the schedule and budget, and to follow state and federal requirements, staff remains committed to practicing fair and equitable treatment of those impacted by SBCTA's Project Delivery Department projects. The following table is an update to one previously provided to the Metro Valley Study Session in December 2022, showing the current status and number of properties acquired for SBCTA's projects and the ultimate disposition as to how a settlement was reached. To summarize, approximately 60% of all property acquisitions occur without a RON, and an overall 99.67% are acquired without going to trial.

Table 1

Project	Properties/Parcels						
	Number Acquired	Acquired with no RON Hearing	Resolution of Necessity (RON)				
			Total	Litigation/ Pending Cases	Settlement Type		
					Contract	Attorney	Court
Interstate 10 Tippecanoe Avenue Interchange (Caltrans performed ROW acquisition and eminent domain)	63	36	27	0	9	16	2
Interstate 15/Interstate 215 Devore Interchange (SBCTA performed ROW acquisition and Caltrans performed eminent domain)	85	56	29	0	2	27	0
Interstate 215 Barton Road Interchange	37	21	16	0	7	9	0
Lenwood Road Grade Separation	35	10	25	0	17	8	0
Laurel Street Grade Separation	29	22	7	0	6	1	0
Hunts Lane Grade Separation	26	18	8	0	0	8	0
Palm Avenue Grade Separation	9	3	6	0	3	3	0
US 395	67	19	48	0	25	22	1
State Route 210 Base Line/ Lane Addition*	25	21	4	0	1	3	0
State Route 60 Archibald*	6	0	6	3	0	3	0
State Route 60 Central*	6	1	5	1	2	2	0
Interstate 10 Corridor*	183	128	55	7	27	21	0
Mount Vernon Viaduct*	40	30	10	4	5	1	0
Interstate 10 Cedar*	31	19	12	2	0	10	0
Interstate 215 University Parkway*	5	3	2	2	0	0	0
I-10 Mount Vernon Avenue*	3	0	3	3	0	0	0
<b>Total</b>	<b>650</b>	<b>387</b>	<b>263</b>	<b>22</b>	<b>105</b>	<b>134</b>	<b>3</b>

\*Still in progress

San Bernardino County Transportation Authority

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The following table is an update to one previously presented to the Transit Committee on February 9, 2023, showing the current status and number of properties acquired for SBCTA's Transit and Rail Department projects and the ultimate disposition as to how a settlement was reached.

Table 2

Project	Properties/Parcels						
	Number Acquire	Acquired with no RON Hearing	Resolution of Necessity (RON)				
			Total	Litigation/Pending Cases	Settlement Type		
					Contract	Attorney	Court
West Valley Connector Project *	181	71	110	40	46	24	0
Redlands Passenger Rail Project	62	41	21	0	21	0	0
Rancho Siding Project*	3	3	0	0	0	0	0
<b>Total</b>	<b>246</b>	<b>115</b>	<b>131</b>	<b>40</b>	<b>105</b>	<b>134</b>	<b>3</b>

\*Still in Progress.

The second part of this agenda item is to provide the Board with a complete listing of properties (shown above) that were approved by the Board for these various projects, including added or deleted properties. Projects with ROW acquisition requirements are taken before the Board and approved with the following language:

*“Authorize staff to appraise properties identified in Table \_\_\_ and to make offers of Just Compensation to the property owners for the acquisition of property necessary for the XXX (Project); and”*

*“Authorize the Director of Project Delivery to add or delete parcels in Table \_\_\_ as the Director of Project Delivery determines necessary for the Project.” Or*

*“Authorize the Director of Transit and Rail Programs to add or delete parcels in Table \_\_\_ as the Director determines necessary for the Project.”*

During the course of project development, minor changes to a project's ROW requirements may occur due to design refinements, construction staging revisions, or utility relocation requirements. SBCTA typically tries to minimize the property impacts on every project, but often the identified list of properties occurs relatively early in the final design and ROW phases, which is why there can be changes to these requirements as the project progresses. Attached are the tables with lists for projects which have been previously approved by the Board. While some projects have had additions or deletions from what was originally approved by the Board, others have had no changes.

Annually, complete listings of Board approved property acquisitions, including added or deleted properties, will be provided to the Metro Valley Study Session, the Transit Committee and/or the Board unless otherwise requested.

Board of Directors Metro Valley Study Session Agenda Item

March 14, 2024

Page 4

***Financial Impact:***

This item has no financial impact on the adopted Budget for Fiscal Year 2023/2024.

***Reviewed By:***

A companion item is also scheduled for review by the Mountain/Desert Policy Committee on March 15, 2024.

***Responsible Staff:***

Tracy Escobedo, Management Analyst II

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Approved  
Board of Directors Metro Valley Study Session  
Date: March 14, 2024

Witnessed By:

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San Bernardino County Transportation Authority

**SR 210 Lane Addition and Base Line Interchange Project Parcel Listing**

**4.a**

**Approved  
Board of Directors  
November 1, 2017**

<b>ASSESSOR PARCEL NUMBER (APN)</b>	<b>OWNER</b>	<b>LAND USE</b>	<b>ACQUISITION TYPE</b>
1191-121-26	BOTTINI, STEVEN & BERTA LISA	RESIDENTIAL	PARTIAL TCE
1191-121-25	CU, DENNIS & TERESITA	RESIDENTIAL	TCE
1191-121-24	ROCHESTER, TERESA	RESIDENTIAL	TCE
1191-121-23	CHIAM, KATHERINE	RESIDENTIAL	TCE
1191-121-22	2015-2 IH2 BORROWER	RESIDENTIAL	TCE
1191-121-21	HOLLEY, MANUEL L	RESIDENTIAL	TCE
1191-121-36	DEJESUS TAVARES PEREZ, JOSE	RESIDENTIAL	TCE
1200-181-01	MDM PTS-LP	RESIDENTIAL	TCE
1200-421-02	FOCUS BASELINE, LLC	VACANT	PE TCE
1200-421-03			TCE
1191-315-09, 10	PLASENCIA, GLORIA	RESIDENTIAL	TCE
1191-294-25	WILLOW CREEK TOWNHOUSES LLC	RESIDENTIAL	PARTIAL TCE
1191-294-26	AGOURA WILLOWCREEK LTD	RESIDENTIAL	PARTIAL
1201-051-16	YN PROPERTIES LLC	COMMERCIAL	PE TCE
1201-051-17	KOAM PROPERTY INVEST. INC	COMMERCIAL	PARTIAL PE
0285-176-16	HIGHLAND AND STERLING LLC	COMMERCIAL	ROE
0290-271-07, 08	ROBERTSON'S READY MIX	INDUSTRIAL	ACCESS AND USE AGREEMENT
0290-271-02	CITY OF REDLANDS / CEMEX	INDUSTRIAL	ACCESS AND USE AGREEMENT
1191-121-34	SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT		PERMIT
<del>1200-181-01</del>	<del>CITY OF SAN BERNARDINO</del>	<del>PUBLIC</del>	<del>PARTIAL ACQUISITION</del>
<del>1200-461-08</del>	<del>ROBERT M. HACKERD TRUST</del>	<del>COMMERCIAL</del>	<del>PARTIAL TCE</del>
<del>1200-461-09</del>			<del>PARTIAL PE TCE AC</del>
<del>1200-461-24</del>		<del>RESIDENTIAL</del>	<del>PE TCE</del>
<del>1200-461-25</del>			<del>PE TCE</del>
<del>1201-091-45</del>	<del>ACAA LIMITED PARTNERSHIP</del>	<del>COMMERCIAL</del>	<del>PARTIAL</del>

Notes: Stricken properties were later deemed unnecessary and bolded properties were added.

TCE- Temporary Construction Easement

PE- Permanent Easement

ROE-Right of Entry

Partial- Partial Acquisition

Attachment: SR 210 Lane Addition and Base Line Interchange (9820 : Annual Right-of-Way Acquisition Updates)

**SR 60 Archibald Avenue Improvement Project Parcel Listing**

4.b

**Approved  
Board of Directors  
September 6, 2017**

<b>ASSESSOR PARCEL NUMBER (APN)</b>	<b>OWNER</b>	<b>LAND USE</b>	<b>ACQUISITION TYPE</b>
1083-011-01	KUZINA DEVELOPMENT LLC	COMMERCIAL	TCE FEE UE
1083-071-14	SHIL & MINAH PARK	INDUSTRIAL	FEE UE
1083-071-04	DENNYS, INC	COMMERCIAL	TCE FEE UE
1083-071-26	PATEL & JOSHI HOSPITALITY CORP	COMMERCIAL	TCE RE UE
1083-071-10	GOLDEN ARCH LIMITED PARTNERSHIP	COMMERCIAL	TCE UE RE
<b>1083-011-05</b>	<b>MALKHASIAN, GARY K. &amp; MALKHASIAN, ANDREW S.</b>	<b>COMMERCIAL</b>	<b>TCE</b>

Notes: Stricken properties were deemed unnecessary and bolded properties have been added.

TCE- Temporary Construction Easement

UE- Utility Easement

RE- Roadway Easement

Attachment: SR 60 Archibald Ave Improvement (9820 : Annual Right-of-Way Acquisition Updates)

**SR 60 Central Avenue Interchange Project Parcel Listing**  
**Approved**  
**Board of Directors**  
**July 11, 2018**

4.c

<b>ASSESSOR PARCEL NUMBER (APN)</b>	<b>OWNER</b>	<b>LAND USE</b>	<b>ACQUISITION TYPE</b>
1015-021-34, 1015-071-10	SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT	DRAINAGE CHANNEL	PERMANENT PARTIAL
1015-041-06	LUCRATIVE NETWORK LLC	COMMERCIAL	TCE PERMANENT PARTIAL
1015-041-07	G6 HOSPITALITY	COMMERCIAL	TCE PERMANENT PARTIAL
1015-041-12	AMTEE INVESTMENTS	COMMERCIAL	TCE PERMANENT PARTIAL
1015-301-01	ELITE DYNAMICS	COMMERCIAL	TCE
1015-271-05	THRIFTY OIL COMPANY	COMMERCIAL	TCE PERMANENT PARTIAL

Permanent Partial- Permanent Partial Fee  
TCE- Temporary Construction Easement

Attachment: SR 60 Central Ave Interchange (9820 : Annual Right-of-Way Acquisition Updates)



**I-10 Corridor Contract 1 Project Parcel Listing**  
**Approved**  
**Board of Directors**  
**July 12, 2017**

ASSESSOR PARCEL NUMBER (APN)	OWNER	LAND USE	ACQUISITION TYPE
0108-381-23	MANEK HOLDINGS, LLC	RESTAURANT	PARTIAL
0108-381-30	MISTY LAKE PROPERTIES LP	RETAIL SALES	EASEMENT
0108-381-32	REGENCY INN ONTARIO, LLC	DAYS INN HOTEL	EASEMENT
0108-382-07	KSKB HOLDINGS LLC	MOBILE HOME PARK	PARTIAL
0108-501-43	CUBE SMART LP	COMMERCIAL	EASEMENT
0108-501-46	W & W ONTARIO PARTNERS LLC	AUTOMOTIVE USES	PARTIAL
0110-144-63	ML CASA III LP	MULTI-FAMILY RESIDENTIAL	PARTIAL
0110-144-68	AMBERWOOD VILLAGE	MULTI FAMILY RESIDENTIAL	EASEMENT
0110-172-03	CITY OF ONTARIO	FIRE DEPARTMENT	PARTIAL
0110-172-09	DE BERARD CHARLES & HELEN TR 6-21- 8	7 ELEVEN / GAS STATION	PARTIAL
0110-172-10	HP LODGING LLC	MOTEL 6	PARTIAL
0110-181-19	1600 E 4TH STREET LLC	PARKING LOT	PARTIAL
0110-191-33	DS HOTEL INVESTMENTS INC	HOTEL	PARTIAL
0110-191-43	ML CASA III LP	MULTI FAMILY RESIDENTIAL	EASEMENT
0110-202-22	GUEREQUE NORMA A	RESIDENTIAL	PARTIAL
0110-202-23	AGUIRRE NICOLAS & IRMA R	RESIDENTIAL	PARTIAL
0110-202-24	PADILLA JOSE A SALVADOR JUANITA	RESIDENTIAL	EASEMENT
0110-202-46	SALEHRABI SHAY S	VACANT	EASEMENT
0110-311-52	CRAIG DEVELOPMENT CORP	VACANT	PARTIAL
0110-311-53	CRAIG DEVELOPMENT CORP	VACANT	PARTIAL
0110-311-54	CRAIG DEVELOPMENT CORP	VACANT	PARTIAL
0110-311-55	CRAIG DEVELOPMENT CORP	VACANT	PARTIAL
0110-321-12	PADASH INC	COMMERCIAL	EASEMENT
0110-321-70	CRAIG DEVELOPMENT CORP	VACANT	PARTIAL
0110-321-71	CRAIG DEVELOPMENT CORP	VACANT	PARTIAL
0110-321-72	CRAIG DEVELOPMENT CORP	VACANT	PARTIAL
0110-321-78	CRAIG DEVELOPMENT CORP	VACANT	PARTIAL
0110-311-55	CRAIG DEVELOPMENT CORP	VACANT	PARTIAL
0110-351-08	MARTINEZ JUAN	RESIDENTIAL	PARTIAL
0110-375-01	PINEDA JOSE MOLINA	RESIDENTIAL	EASEMENT
0110-375-02	FOREMAN KENNETH W SR & ERICA L	RESIDENTIAL	EASEMENT
0110-375-03	CAMPBELL DANIEL & COREY	RESIDENTIAL	EASEMENT
0110-375-04	HERNANDEZ EDHY I	RESIDENTIAL	EASEMENT
0110-375-05	COURSEY WALTER L & CHERYL L	RESIDENTIAL	EASEMENT
0110-375-06	SANTANA CARLOS H	RESIDENTIAL	EASEMENT
0110-375-07	GODINEZ LEONEL GODINEZ ELIDA	RESIDENTIAL	EASEMENT
0110-375-08	MALDONADO JORGE	RESIDENTIAL	EASEMENT

Attachment: I-10 Corridor Contract 1 (9820 : Annual Right-of-Way Acquisition Updates)

**I-10 Corridor Contract 1 Project Parcel Listing**  
**Approved**  
**Board of Directors**  
**July 12, 2017**

ASSESSOR PARCEL NUMBER (APN)	OWNER	LAND USE	ACQUISITION TYPE
0110-375-09	SWEIDAN GREGORY B & MARIA	RESIDENTIAL	EASEMENT
0110-375-10	GUTIERREZ GABRIEL GUTIERREZ ORALI	RESIDENTIAL	EASEMENT
0110-375-11	CUEVA DEANN & JUAN	RESIDENTIAL	EASEMENT
0110-375-12	CULWELL DONALD L SR AND IRENE	RESIDENTIAL	EASEMENT
0110-381-01	CAMBIO FAMILY TRUST 1/24/97	RESIDENTIAL	EASEMENT
0110-381-02	THOMAS KADER R	RESIDENTIAL	EASEMENT
0110-381-03	CHEN WEN TU & AMANDA YU FANG	RESIDENTIAL	EASEMENT
0110-422-01	CORTEZ EFRAIN	RESIDENTIAL	PARTIAL
0110-422-02	PEDROZA SERGIO & RAQUEL	RESIDENTIAL	PARTIAL
0110-422-03	TORRES ARMANDO & MARIA ARMEN	RESIDENTIAL	PARTIAL
0110-422-04	CRINER JAMES CHARLES	RESIDENTIAL	PARTIAL
0110-422-05	DAGOBERTO PINEDA	RESIDENTIAL	PARTIAL
0110-422-06	ALCALA GUADALUPE & CARMEN	RESIDENTIAL	EASEMENT
0110-422-07	CORTEZ RAMOS JOSE M ESQUIVEL UILLERMINA	RESIDENTIAL	EASEMENT
0110-422-08	TAMAYO MARIA M TAMAYO ONATHON	RESIDENTIAL	PARTIAL
0110-422-09	GARCIA JESUS	RESIDENTIAL	PARTIAL
0110-422-10	HERNANDEZ SALVADOR HERNANDEZ ALBERTO	RESIDENTIAL	PARTIAL
0110-422-11	JUANMOLINA TR	RESIDENTIAL	PARTIAL
0110-422-12	CEJA JANET	RESIDENTIAL	PARTIAL
0110-422-13	PURDY MARGARET E TR	RESIDENTIAL	PARTIAL
0110-422-14	LUCAS JUAN T CARRIZALES LORIA RODRIGUE	RESIDENTIAL	PARTIAL
0110-422-15	STANSBURY JOHN JR & BRENDA	RESIDENTIAL	PARTIAL
0110-422-16	MARTINEZ MARICELA	RESIDENTIAL	PARTIAL
0110-422-17	PEASE STEVEN D & CHRISTINA D	RESIDENTIAL	PARTIAL
0110-422-18	GONZALES GILBERT M & ROSA L FAM TRU	RESIDENTIAL	EASEMENT
0110-422-19	ELIZONDO FRANCISCA	RESIDENTIAL	EASEMENT
0110-422-20	FERRERI GARY S	RESIDENTIAL	EASEMENT
0110-422-21	FLORES GONZALO ANDRADE HERNANDEZ LAURA	RESIDENTIAL	PARTIAL
0110-422-22	JOSE FRANCISCO AGUILAR	RESIDENTIAL	PARTIAL
0110-422-23	AVILA JOSE ISABEL	RESIDENTIAL	PARTIAL
0110-422-24	ALLENDE MIGUEL & JUANA (SP-IGUEL)	RESIDENTIAL	PARTIAL
0110-422-25	VEGA OCTAVIO S & ROSA P	RESIDENTIAL	PARTIAL
0210-191-13	SEDONA COURT ADJACENT LLC	PARKING LOT	EASEMENT

**Attachment: I-10 Corridor Contract 1 (9820 : Annual Right-of-Way Acquisition Updates)**

**I-10 Corridor Contract 1 Project Parcel Listing**  
**Approved**  
**Board of Directors**  
**July 12, 2017**

ASSESSOR PARCEL NUMBER (APN)	OWNER	LAND USE	ACQUISITION TYPE
0210-191-15	AP-TRANSPARK LLC	OFFICE	EASEMENT
0210-191-16	REXFORD INDUSTRIAL REALTY, LP	COMMERCIAL	EASEMENT
0210-192-21	ONTARIO AIRPORT BUSINESS CENTER	PARKING LOT	EASEMENT
0210-192-22	ONTARIO AIRPORT BUSINESS CENTER	VACANT	PARTIAL
0210-192-23	ONTARIO AIRPORT BUSINESS CENTER	VACANT	PARTIAL
0210-192-24	ONTARIO AIRPORT BUSINESS CENTER	VACANT	PARTIAL
0210-193-20	SOUTHWEST REGIONAL COUNCIL OF CARPEN	SCHOOL/PARK	EASEMENT
0210-211-50	PLAZA CONTINENTAL GROUP, LLC	PARKING LOT	PARTIAL
0210-212-20	HEARTHSTONE PROPERTIES POMONA	INDUSTRIAL	PARTIAL
0210-212-28	LARO PROPERTIES LP	COMMERCIAL	EASEMENT
0210-212-29	CITIZENS BUSINESS BANK	PARKING LOT	PARTIAL
0210-212-30	CITIZENS BUSINESS BANK	OFFICE	PARTIAL
0210-212-31	CITIZENS BUSINESS BANK	PARKING LOT	PARTIAL
0210-212-32	501 PONDEROSA LLC	INDUSTRIAL	PARTIAL
0210-212-47	LBA RV-COMPANY, LLC	INDUSTRIAL	EASEMENT
0210-212-55	ONTARIO REAL PROPERTY HOLDINGS LLC	CAR DEALERSHIP	PARTIAL
0210-212-60	PRIME A INVESTMENTS LLC	VACANT	PARTIAL
0210-551-01	CARVANA	VACANT	PARTIAL
0210-551-09	DLR HOLDINGS 4 LLC	OFFICE	PARTIAL
0210-551-12	CENTRELAKE HOSPITALITY INC	HOTEL	PARTIAL
0210-551-13	OSAKA-PANDA ONTARIO LTD	RESTAURANT	PARTIAL
0210-551-14	CHAMPANA DEVELOPMENT GROUP	OFFICE	PARTIAL
0210-551-16	W E ONTARIO LLC	RESTAURANT	PARTIAL
0238-041-30	ZELMAN ONTARIO LLC	SHOPPING CENTER	EASEMENT
0238-051-39	PANCAL ONTARIO PHASE TWO 255 LC	COMMERCIAL	PARTIAL
0238-051-40	PANCAL ONTARIO PHASE TWO 255 LLC	COMMERCIAL	EASEMENT
1008-181-07	5060 MONTCLAIR PLAZA LANE HOLDINGS L	SHOPPING CENTER	PARTIAL
1008-191-01	5060 MONTCLAIR PLAZA LANE HOLDINGS L	SHOPPING CENTER	EASEMENT
1008-191-04	5060 MONTCLAIR PLAZA LANE HOLDINGS L	SHOPPING CENTER	PARTIAL
1008-191-05	CITY OF MONTCLAIR	CHANNEL	EASEMENT
1008-201-01	MORENO STREET PROP LLC	RETAIL SALES	PARTIAL

**Attachment: I-10 Corridor Contract 1 (9820 : Annual Right-of-Way Acquisition Updates)**

**I-10 Corridor Contract 1 Project Parcel Listing**  
**Approved**  
**Board of Directors**  
**July 12, 2017**

ASSESSOR PARCEL NUMBER (APN)	OWNER	LAND USE	ACQUISITION TYPE
1008-201-20	BLANCHE CAHVIN FAMILY LTD PARTNERSHIP	RETAIL SALES	PARTIAL
1008-201-22	MONTCLAIR PLAZA PARTNERS, LLC	SHOPPING CENTER	PARTIAL
1008-211-05	CANBEMORE, LLC	INDUSTRIAL	PARTIAL
1008-211-06	MORENO ST LLC	RETAIL (PEGASSUS HOBBIES)	PARTIAL
1008-211-04	BBNE INVESTMENTS MONTCLAIR, LLC	GIANT RV	PARTIAL
1008-211-07	BBNE INVESTMENTS MONTCLAIR, LLC	GIANT RV	PARTIAL
<del>1008-231-08</del>	<del>DEJAGER FAMILY TRUST 12/8/00</del>	<del>COMMERCIAL</del>	<del>EASEMENT</del>
<del>1008-231-21</del>	<del>MKP HOSPITALITY INC</del>	<del>HOTEL</del>	<del>EASEMENT</del>
1008-242-07	CT RETAIL PROPERTIES FINANCE II C	SHOPPING CENTER	PARTIAL
1008-261-10	WITT VIRGINIA R WITT DARWIN E	RESIDENTIAL	EASEMENT
1008-261-45	CHURCH OF CHRIST INLAND VALLEY INC	CHURCH	PARTIAL
1008-272-08	MOUNTAIN SIXTH ASSOCIATES LLC	SHOPPING CENTER	PARTIAL
1008-283-31	BERNAL ARMANDO & MARIA R	RESIDENTIAL	EASEMENT
1008-283-32	MARTIN, BENEDICTO & RUBY T	RESIDENTIAL	EASEMENT
1008-301-25	OBREGON FRANCISCO A & ROSA A	RESIDENTIAL	EASEMENT
1008-301-26	COVERT FAMILY LIVING TRUST (09/03/02)	RESIDENTIAL	FULL
1008-301-27	SBCTA-OWNED	RESIDENTIAL	FULL
1008-301-28	KENNON SHARON	RESIDENTIAL	PARTIAL
1008-301-34	RYNEER JAMES	RESIDENTIAL	PARTIAL
1008-301-35	SBCTA-OWNED	RESIDENTIAL	FULL
1008-311-01	MAKI DONALD	RESIDENTIAL	FULL
1008-311-04	MALETTO ANNETTE R	RESIDENTIAL	PARTIAL
1008-311-05	GABRIEL ALEJANDRE & KAREN	RESIDENTIAL	PARTIAL
1008-311-06	CITY OF MONTCLAIR	MARARTHUR PARK PARK/PARKING	PARTIAL
1008-311-16	PENIEL CHURCH	CHURCH	PARTIAL
1008-311-17	CITY OF MONTCLAIR	MARARTHUR PARK	PARTIAL
1008-311-18	CITY OF MONTCLAIR	MARARTHUR PARK	PARTIAL
1008-311-19	COX COMMUNICATIONS PCS LP	MARARTHUR PARK	PARTIAL
1008-331-07	FORMOSA RENTALS LLC	RESTAURANT	PARTIAL
1008-331-08	9645 ASahi LLC	RESTAURANT	EASEMENT
1008-331-16	PACIFIC MONTE VISTA, LP	PARKING LOT	PARTIAL
1008-341-08	PACIFIC MONTE VISTA, LP	PARKING LOT	PARTIAL

**Attachment: I-10 Corridor Contract 1 (9820 : Annual Right-of-Way Acquisition Updates)**

**I-10 Corridor Contract 1 Project Parcel Listing**  
**Approved**  
**Board of Directors**  
**July 12, 2017**

**4.d**

ASSESSOR PARCEL	OWNER	LAND USE	ACQUISITION
1008-332-03	CITY OF MONTCLAIR	FREEDOM PLAZA	PARTIAL
1008-332-04	PRESS ON PROPERTIES, LLC/ONTARIO NISSAN INC	CAR DEALERSHIP	PARTIAL
1008-341-04	A & R MANAGEMENT AND DEV CO NO 3 LP BLACK STANLEY & JOYCE FAM	RETAIL SALES	PARTIAL
1008-344-06	PRESS ON PROPERTIES, LLC/ONTARIO NISSAN INC	COMMERCIAL	TCE FEE
1008-344-07	PRESS ON PROPERTIES, LLC/ONTARIO NISSAN INC	COMMERCIAL	TCE FEE
1008-351-07	A & R MANAGEMENT AND DEV CO NO 3 LP BLACK STANLEY & JOYCE FAM	RETAIL SALES	EASEMENT
1008-651-15	PEACEMAKERS INTERNATIONAL; AGAPE RENEWAL MINISTRY	OFFICE	PARTIAL
1009-142-01	MONTE VISTA COUNTY WATER DISTRICT	MVWD UTILITY BUILDING	PARTIAL
1009-144-43	THE ANDEN GROUP	MULTI FAMILY RESIDENTIAL	PARTIAL
1009-153-58	CITY OF MONTCLAIR	LANDSCAPE SW QUAD	PARTIAL
1009-153-60	CITY OF MONTCLAIR	NO SITUS	EASEMENT
1047-172-02	916 DEODAR STREET LLC	MULTI FAMILY RESIDENTIAL	EASEMENT
1047-172-03	SPANGLER, JEFFREY & DENISE FAM TR 9	RESIDENTIAL	EASEMENT
1047-172-13	BNL LAND, LLC	RESIDENTIAL	EASEMENT
1047-172-15	BNL LAND, LLC	RESIDENTIAL	EASEMENT
1047-172-17	T & S ALLIED INVESTMENTS/ TZYH-DER SUN (PREV: ACOSTA ROSA H)	RESIDENTIAL	EASEMENT
1047-172-19	WALLACE KIRK & ELENA	RESIDENTIAL	EASEMENT
1047-192-61	HEMPHILL LEWIS E TR BIGGS CYNTHIA L TR	COMMERCIAL	EASEMENT
1047-202-01	REED DENISE R	RESIDENTIAL	EASEMENT
1047-202-16	MALDONADO LUIS M & BEATRIZ A	RESIDENTIAL	EASEMENT
1047-202-17	THANH VIET LA PHAM GIANG MINH T	RESIDENTIAL	EASEMENT
1047-202-18	FLORES ANTONIO & BLANCA	RESIDENTIAL	EASEMENT
1047-211-01	MULLIS CHESTER JR & MARY E	RESIDENTIAL	EASEMENT
1047-211-02	RUVALCABA MANUEL & HERMINIA	RESIDENTIAL	EASEMENT
1047-211-06	OPRAC	MEDICAL	EASEMENT
1047-221-28	HERNANDEZ IRENE	RESIDENTIAL	EASEMENT
1047-221-47	WU, ROBERT	MULTI FAMiy RESIDENTIAL	EASEMENT
1047-221-48	CITY OF UPLAND	UTILITY	EASEMENT
1047-231-02	PARYS HOLDINGS LLC	MEDICAL/DENTAL LABS	EASEMENT
1047-231-05	WSSC MANAGEMENT, LLC	MEDICAL/PHARMACY	EASEMENT
1047-243-10	BUSH, MICHAEL & SUSAN	RESIDENTIAL	PARTIAL
1047-243-11	STEVENSON BILLIE L & DONNA C	RESIDENTIAL	EASEMENT

**Attachment: I-10 Corridor Contract 1 (9820 : Annual Right-of-Way Acquisition Updates)**

**I-10 Corridor Contract 1 Project Parcel Listing**  
**Approved**  
**Board of Directors**  
**July 12, 2017**

**4.d**

ASSESSOR PARCEL NUMBER (APN)	OWNER	LAND USE	ACQUISITION TYPE
1047-252-01	PÉREZ, JOSE CARLOS	RESIDENTIAL	EASEMENT
1047-252-02	RAMOS, JEANETTE R; FIERRO, MARISA N	RESIDENTIAL	EASEMENT
1047-252-03	DELGADO JOAQUIN B & CECILIA	RESIDENTIAL	EASEMENT
1047-252-04	RAMOS GILBERT R & EVANGELINA	RESIDENTIAL	EASEMENT
1047-252-05	CAVALLO DONALD A	RESIDENTIAL	EASEMENT
1047-252-08	PALICKI FAMILY TRUST 7/8/14	RESIDENTIAL	EASEMENT
1047-252-10	ESPINOSA ERASMO JR & MARY L	RESIDENTIAL	EASEMENT
1047-252-11	ALVIN WILSON BROWN	RESIDENTIAL	EASEMENT
1047-252-12	LEE TIMOTHY RANDALL DAVID & STACI A	RESIDENTIAL	EASEMENT
1047-252-13	MATULIONIS MARGIS & KATHLEEN	RESIDENTIAL	EASEMENT
1047-252-18	CEJA MARY A	RESIDENTIAL	EASEMENT
1047-252-19	HOLMES GLENN R & MARY JANE	RESIDENTIAL	EASEMENT
1047-252-20	PRATT MARY A FAMILY PROVISIONS TR	RESIDENTIAL	EASEMENT
1047-252-21	HALL CHRISTENSEN MARLYS G	RESIDENTIAL	EASEMENT
1047-252-30	MCBRIDE BRIAN T & LINDA J	RESIDENTIAL	EASEMENT
1047-252-31	SHIRELY ESTELLE	RESIDENTIAL	EASEMENT
1047-262-11	EPPS MARY E	RESIDENTIAL	EASEMENT
1047-262-12	MUKHTI INVESTMENT GROUP LLC	RESIDENTIAL	EASEMENT
<b>1047-262-26</b>	<b>THE STEWART GROUP</b>	<b>COMMERCIAL</b>	<b>EASEMENT</b>
1047-262-27	STEWART GROUP LLC THE	PARKING LOT	EASEMENT
1047-272-02	ADAMS JASON M & MONICA	RESIDENTIAL	EASEMENT
1047-272-03	KOKUGA RONALD H & KAREN A	RESIDENTIAL	EASEMENT
1047-272-04	SOTELO NORBERTO & LISA	RESIDENTIAL	EASEMENT
1047-272-05	HAYLER DANIEL & LETICIA	RESIDENTIAL	EASEMENT
1047-281-07	HERRERA ISIDRO R & IRENE F	RESIDENTIAL	EASEMENT
1047-281-08	HERRERA ANTONIO JR	RESIDENTIAL	EASEMENT
1047-281-22	GONZALEZ, JOE H	RESIDENTIAL	EASEMENT
1047-281-23	OSBORN MARVIN & SANDRA FRAMILY TRU	RESIDENTIAL	EASEMENT
1047-281-37	COPELAND CAROLE J LIVING TRUST – ES	RESIDENTIAL	EASEMENT
1047-281-38	ARVIZO TILLIE IRREVOACABLE TR	RESIDENTIAL	EASEMENT
1047-281-54	BANG, MICHAEL	RESIDENTIAL	EASEMENT

**Attachment: I-10 Corridor Contract 1 (9820 : Annual Right-of-Way Acquisition Updates)**

**I-10 Corridor Contract 1 Project Parcel Listing**  
**Approved**  
**Board of Directors**  
**July 12, 2017**

**4.d**

ASSESSOR PARCEL	OWNER	LAND USE	ACQUISITION
1047-281-55	JONES CHARLES & SANDY	RESIDENTIAL	EASEMENT
1047-281-56	CADENA MICHAEL A JR & BERENICE	RESIDENTIAL	EASEMENT
1047-281-57	REYES DAVID J & ROSITA	RESIDENTIAL	EASEMENT
1047-281-58	JOHN REYES AND ELIZABETH T. KOSSMAN; AND DAVID J. REYES	RESIDENTIAL	EASEMENT
1047-292-10	L2 GROUP LLC	RESIDENTIAL	EASEMENT
1047-293-01	CHILDERS BEVERLY TRUST 10/10/12	RESIDENTIAL	EASEMENT
1047-294-01	NEVILLE JON PAUL & GAYLEAN	RESIDENTIAL	EASEMENT
1047-294-02	ESPEJEL LUIS & ANGELES	RESIDENTIAL	EASEMENT
1047-294-03	ANDRADE ALBERT A & SHEILA M	RESIDENTIAL	EASEMENT
1047-294-04	POULTON JIM & SHARON REV TR 11/11/0	RESIDENTIAL	EASEMENT
1047-294-15	HOTALING NICHOLE C BECERRA ALBERT	RESIDENTIAL	EASEMENT
1047-294-16	COGNET GUY BECERRA MARYLN VELAZ	RESIDENTIAL	EASEMENT
1047-393-15	SANCHEZ REBECCA A	RESIDENTIAL	EASEMENT
1047-393-16	BAEZ JOSE A CERVANTES-BAEZ NORMA	RESIDENTIAL	EASEMENT
1047-394-01	CORRALES M JONAVI	RESIDENTIAL	EASEMENT
1047-394-02	PIRRO, WILLIAM F. III & SANDOVAL, DESERIE A.	RESIDENTIAL	EASEMENT
1047-394-03	BRADSHAW FAMILY TRUST 7-20-00	RESIDENTIAL	EASEMENT
1047-394-24	OJEDA MARIO	RESIDENTIAL	EASEMENT
1047-394-25	RUIZ IRENE	RESIDENTIAL	EASEMENT
1047-394-26	FLORES JUAN A FLORES BLANCA E	RESIDENTIAL	EASEMENT
1047-424-01	PEREZ 2003 FAMILY TRUST	RESIDENTIAL	FULL
1047-424-02	CHEN, LI JUN; CHEN, WEN BIN	RESIDENTIAL	EASEMENT
1047-424-03	PHAM, TRAC NGOC	VACANT	EASEMENT
1047-424-04	SAN ANTONIO WATER CO	WELL/WATER	EASEMENT
1047-424-05	LIMON LAMERTO & MIRNA	RESIDENTIAL	EASEMENT
1047-424-06	MEDINA RICARDO & MARIA D	RESIDENTIAL	EASEMENT
1047-424-61	EUCLID GARDEN PARTNERSHIP	MULTI FAMILY RESIDENTIAL	EASEMENT
1047-431-34	ARAIN, MOHAMMAD HASSA SEP PROP FAM TR	MULTI FAMILY RESIDENTIAL	EASEMENT
1047-443-01	ZHU HUILI	VACANT / WEST CUCAMONGA CHANNEL	EASEMENT
1008-331-06	CRYSTAL RIDGE INVESTMENT	COMMERCIAL	PSE PUE TCE

**Attachment: I-10 Corridor Contract 1 (9820 : Annual Right-of-Way Acquisition Updates)**

**I-10 Corridor Contract 1 Project Parcel Listing**  
**Approved**  
**Board of Directors**  
**July 12, 2017**

ASSESSOR PARCEL NUMBER (APN)	OWNER	LAND USE	ACQUISITION TYPE
1047-242-13	CITY OF ONTARIO	PUBLIC	PSE
1047-242-14	CITY OF ONTARIO	PUBLIC	PSE
1047-242-15	CITY OF ONTARIO	PUBLIC	PSE
1047-242-16	CITY OF ONTARIO	PUBLIC	PSE
1047-242-17	CITY OF ONTARIO	PUBLIC	PSE
1047-242-18	CITY OF ONTARIO	PUBLIC	PSE
1047-242-19	CITY OF ONTARIO	PUBLIC	PSE
1047-262-10	LARRY AND LETICIA SCHROEDER (PREV. COBBOLD FAMILY TRUST 2-20-	RESIDENTIAL	PSE
1047-411-14	MACIAS, ANA	RESIDENTIAL	PSE PUE TCCE
1047-411-30	GONZALEZ, MARIA DE JESUS	RESIDENTIAL	PSE PUE TCE
1008-201-19	CHAVIN FAMILY PARTNERSHIP	COMMERCIAL	PSE TCE
1008-371-19	GERSHMAN PROPERTIES/ LMW INVESTMENTS, ET AL	COMMERCIAL	PSE PUE TCE
1009-145-92	CITY OF MONTCLAIR	PUBLIC	FEE
1008-651-09	WU, XIAO BING; 2016 XIAO BING WU REVOCABLE TRUST	COMMERCIAL	PSE TCE
0110-321-12	DWAA P PETROLEUM PROPERTY, LLC <i>(Please Note: This item was included in the July 20 Board item; however, was not included in the Initial E-76)</i>	COMMERCIAL	FEE PUE TCE
0110-321-79	ONTARIO CAPITAL PARTNERS, LLC	VACANT	TCE
0210-192-18	SW ONTARIO, LLC	COMMERCIAL	TCE
0210-192-19	SW ONTARIO, LLC	COMMERCIAL	TCE
0210-192-20	SW ONTARIO, LLC	COMMERCIAL	TCE
0210-193-29 (prev 0210-193-16)	ADMINSURE <i>(Please Note: Due to work on this property, Adminsire is added back to the list).</i>	COMMERCIAL	FEE EASEMENT
0238-052-41 0238-052-46	SHEA CENTER ONTARIO, LLC	COMMERCIAL	TCE PUS

Notes: Stricken properties were deemed unnecessary and bolded properties were added.

TCE- Temporary Construction Easement

PUE-Permanent Utility Easement

PSE- Permanent Subsurface Easement

Partial- Partial Acquisition

Full- Full Acquisition

Attachment: I-10 Corridor Contract 1 (9820 : Annual Right-of-Way Acquisition Updates)



**Mount Vernon Viaduct Project Parcel Listing**  
**Approved**  
**Board of Directors**  
**January 9, 2019**

<b>ASSESSOR PARCEL NUMBER (APN)</b>	<b>OWNER</b>	<b>LAND USE</b>	<b>ACQUISITION TYPE</b>
0138-174-01	FRANCISCO & ROSA LANDEROS	RESIDENTIAL	FULL
0138-174-02	JOSEPH LOPEZ	RESIDENTIAL	FULL
0138-174-05	ALBA RECINOS	RESIDENTIAL	FULL
0138-174-06	STEVEN & JULIANNE TORRIJOS	RESIDENTIAL	FULL
0138-174-07	ROBERT & MARILYN ALCANTAR	RESIDENTIAL	FULL
0138-174-08	VIVIAN TRAN	RESIDENTIAL	FULL
0138-174-11	SERGIO LOPEZ	RESIDENTIAL	FULL
0138-174-12	LUPE BECERRA & LUISA VARGAS	RESIDENTIAL	FULL
0138-174-18	ANTONIO & MARIA OCHOA	RESIDENTIAL	FULL
0138-174-20	CHRISTINE LEVARIO	RESIDENTIAL	FULL
0138-174-19	CHRISTINE LEVARIO	INDUSTRIAL	FULL
0138-174-24	MP OPPORTUNITY PARTNERS I LYC	RESIDENTIAL	FULL
0138-174-25	MARIA TORO	INDUSTRIAL	FULL
0138-174-26	JUAN CAMEY	RESIDENTIAL	FULL
0138-182-01	CHRISTOPHER MUNOZ	RESIDENTIAL	FULL
0138-182-02	LUIS SOLIS & CONSUELO DIAZ	RESIDENTIAL	FULL
0138-182-03	DESIDERIO & EULALIA TORRES	RESIDENTIAL	FULL
0138-182-04	ENRIQUE QUEZADA	RESIDENTIAL	FULL
0138-182-34	BENJAMIN GONZALES	RESIDENTIAL	FULL
0138-182-05	BENJAMIN GONZALES	INDUSTRIAL	FULL
0138-182-07	RAMON MONTECINO & REBECCA RODRIGUEZ	RESIDENTIAL	FULL
0138-182-08	RAMON MACIEL	RESIDENTIAL	FULL
0138-182-09	JUAN CHAVARIN	RESIDENTIAL	FULL
0138-182-10	ANA LOPEZ	INDUSTRIAL	FULL
0138-182-11	GUADALUPE LOPEZ	RESIDENTIAL	FULL
0138-182-12	ISIDRO LEDESMA	RESIDENTIAL	FULL
0138-182-13	VIJAY PHARAR	RESIDENTIAL	FULL
0138-182-35	AGAPITA & LEON ALVAREZ	RESIDENTIAL	FULL
0138-182-36	KINGSLEY MONTCALIR LP	RESIDENTIAL	FULL
0138-182-37	DAVID & TERESA NUNEZ	RESIDENTIAL	FULL
0138-182-38	RAUL TEJEDA	RESIDENTIAL	FULL
0138-174-22	NORA MENDOZA	RESIDENTIAL	FULL
0138-251-04	BANUELOS, NICOLAS	RESIDENTIAL	FULL
0138-251-05	ROMERO, RAMON	COMMERCIAL	FULL
0138-251-06	OBEZO, MARCO	RESIDENTIAL	FULL
0138-251-07	TORBINER, KENNETH & ASYA	RESIDENTIAL	FULL
0138-251-08	LABSVIR, ARNIA	COMMERCIAL	FULL
0138-251-09	LABSVIR, ARNIA	COMMERCIAL	FULL
0138-251-10	CORDOVA, ANDRIAN AND LAURA	RESIDENTIAL	TCE
0138-251-03	MAGANA, ARNOLDO	RESIDENTIAL	TCE
0138-191-01	OLMOS, JOSE M. & BERTHA	COMMERCIAL	PARTIAL

Attachment: Mount Vernon Viaduct (9820 : Annual Right-of-Way Acquisition Updates)

**Mount Vernon Viaduct Project Parcel Listing**  
**Approved**  
**Board of Directors**  
**January 9, 2019**

ASSESSOR PARCEL NUMBER (APN)	OWNER	LAND USE	ACQUISITION TYPE
0138-181-25	DESAI, MAHESHKUMAR V & ANUP	COMMERCIAL	PARTIAL
0138-181-24	DESAI, MAHESHKUMAR V & ANUP	COMMERCIAL	PARTIAL
0138-181-23	DESAI, MAHESHKUMAR V & ANUP	COMMERCIAL	PARTIAL
0138-181-22	DESAI, MAHESHKUMAR V & ANUP	COMMERCIAL	PARTIAL
<del>0138-181-46</del>	<del>BRIKEN HOLDINGS, INC.</del>	<del>COMMERCIAL</del>	<del>PARTIAL</del>
0138-182-19	JLM ENTERPRISE	COMMERCIAL	FULL
0138-182-20	JLM ENTERPRISE	COMMERCIAL	FULL
0138-182-21	JLM ENTERPRISE	COMMERCIAL	FULL
0138-211-01	AT&SF (BNSF)	AERIAL (PUBLIC FACILITY)	AERIAL
0138-221-06	AT&SF (BNSF)	AERIAL (PUBLIC FACILITY)	AERIAL
0138-283-40	GUZMAN, ARTURO	COMMERCIAL	PARTIAL
0138-283-16	HERNANDEZ, ERASMO	RESIDENTIAL	PARTIAL
0138-283-17	JFM TRUST	COMMERCIAL	PARTIAL
0138-283-18	JFM TRUST	COMMERCIAL	PARTIAL
<del>0138-283-13</del>	<del>YANEZ, MARTIN / RAMIREZ, RUBEN</del>	<del>RESIDENTIAL</del>	<del>TCE</del>
<del>0138-283-19</del>	<del>BOOKIE BOSS INC.</del>	<del>COMMERCIAL</del>	<del>PARTIAL</del>
0138-291-01	AGUINALDO, FERDINAND	COMMERCIAL	PARTIAL
<del>0138-291-18</del>	<del>LUISJUAN, FRANCHI</del>	<del>RESIDENTIAL</del>	<del>PARTIAL</del>
<del>0138-291-17</del>	<del>LI, BEI</del>	<del>RESIDENTIAL</del>	<del>PARTIAL</del>
<del>0138-291-16</del>	<del>GUTIERREZ, EDUARDO</del>	<del>RESIDENTIAL</del>	<del>PARTIAL</del>
0138-291-02	MERUELO, ALEX	COMMERCIAL	TCE
0138-291-03	MERUELO, ALEX	COMMERCIAL	TCE
0138-291-04	MERUELO, ALEX	COMMERCIAL	TCE
0138-291-05	MERUELO, ALEX	COMMERCIAL	TCE
0138-291-19	MERUELO, ALEX	COMMERCIAL	TCE
0138-291-01	CLEAR CHANNEL (VACANT LOT)	COMMERCIAL	PARTIAL
0138-182-21	OUTDOOR ADVERTISING (JFM PROP)	COMMERCIAL	FULL
<del>0138-181-26</del>	<del>Valdez, Loretta Yanez</del>	<del>RESIDENTIAL</del>	<del>TCE</del>

Notes: Stricken properties were later deemed unnecessary and bolded properties were added.

TCE- Temporary Construction Easement

Partial- Partial Acquisition

Full- Full Acquisition

Attachment: Mount Vernon Viaduct (9820 : Annual Right-of-Way Acquisition Updates)

# I-10 Cedar Avenue Interchange Improvement Project Parcel Listing

Approved  
Board of Directors  
December 5, 2018

ASSESSOR PARCEL NUMBER (APN)	OWNER	LAND USE	ACQUISITION TYPE
0253-171-16, <del>0253-211-56</del>	BORUCHIN , JOHN TR	EMPTY LOT <del>EMPTY LOT</del>	SE <del>PARTIAL</del>
0253-201-15	<del>NAZARI FAMILY LIVING TRUST - 6-30-99</del>	EMPTY LOT	PARTIAL TCE
0253-201-16	FLORES , MARIA ESPERANZA	RESIDENTIAL	PARTIAL TCE
0253-201-17	CASILLAS, ANTONIO G	RESIDENTIAL	PARTIAL TCE
0253-201-18	PECK, JAMES M	EMPTY LOT	PARTIAL TCE
0253-052-23	WILLIAMS, DENNIS, R JR.	RESIDENTIAL	PARTIAL TCE
0253-052-24	JIMENEZ, ROBERT E & RACHEL R FAM. TR.	RESIDENTIAL	PARTIAL TCE
0253-052-25	ALVARADO, EDUARDO R	RESIDENTIAL	PARTIAL TCE
0253-052-26	BOECHE, HAROLD A TR.	RESIDENTIAL	PARTIAL TCE
0253-052-27, 0253-052-28	O AND R FOUR WHEEL DRIVE CENTER	COMMERCIAL	PARTIAL TCE
<del>0253-052-39</del>	<del>HHH SAN BERNARDINO LLC</del>	<del>COMMERCIAL</del>	<del>PARTIAL TCE</del>
0253-192-30, 0253-192-32	GOMES, AMANDA K	EMPTY LOT	PARTIAL TCE  RE
<del>0253-192-53</del>	<del>KOSS FAMILY TRUST</del>	<del>COMMERCIAL</del>	<del>PARTIAL TCE</del>
0253-203-35	PEREZ, REGGIE	RESIDENTIAL	PARTIAL TCE
0253-203-32	RAMIREZ, RAMON	RESIDENTIAL	PARTIAL TCE
0253-203-36	MOJICA, HECTOR L	RESIDENTIAL	PARTIAL TCE
0252-161-08	LOPEZ, JAVIER O	COMMERCIAL	TCE
0252-161-09, 0252-161-10	BLOOMINGTON PARK & RECREATION DIST	PUBLIC PARK	TCE
0252-161-11	OWENS, WILLIAM H TESTAMENTARY TRUST	RESIDENTIAL	TCE
0252-161-12	CAMPGROUNDS OF AMERICA LLC	RESIDENTIAL	TCE
0252-161-36	TOMAN, MARY A TR	EMPTY LOT	TCE

Attachment: I-10 Cedar Avenue Interchange Improvement (9820 : Annual Right-of-Way Acquisition Updates)

# I-10 Cedar Avenue Interchange Improvement Project Parcel Listing

Approved  
Board of Directors  
December 5, 2018

ASSESSOR PARCEL NUMBER (APN)	OWNER	LAND USE	ACQUISITION TYPE
0252-161-61	COFRANCESCO, LOUIS K & EVELYN LIV TR	RESIDENTIAL	TCE
0252-161-65	HAMULA, KIRK D & ORALIA Z REV TR 9-1	COMMERCIAL	TCE
0252-161-57, 0252-161-58	LOG CABIN MOBILE HOME PARK LLC	RESIDENTIAL	TCE
0253-205-01	HERNANDEZ, FREDDIE S	RESIDENTIAL	TCE
0253-205-21	DEL RIO, VICTOR M	RESIDENTIAL	TCE
0253-241-07	SECURE RV STORAGE INC.	COMMERCIAL	TCE
0253-205-23	GARCIA, ALFREDO P	RESIDENTIAL	TCE
0253-205-25	GOMEZ, GEORGE & ALICE A REV TR 12-9-	RESIDENTIAL	TCE
0253-205-26, 0253-205-27	SANCHEZ, FRANCISCO JAVIER CESENA	RESIDENTIAL	TCE
0253-205-28	COTA, GREGORIO	RESIDENTIAL	TCE
0253-205-29	GARCIA, STEVE	RESIDENTIAL	TCE
0253-205-24	JAHNKE, NATALIE C	EMPTY LOT	TCE
0253-211-50, 0254-232-05, 0253-171-07, <del>0253-242-14</del>	SOUTHERN PACIFIC CO (UPRR)	COMMERCIAL	TCE

Notes: Stricken properties were later deemed unnecessary and bolded properties were added.

TCE- Temporary Construction Easement

RE- Roadway Easement

Partial- Partial Acquisition

SE- Slope Easement

Attachment: I-10 Cedar Avenue Interchange Improvement (9820 : Annual Right-of-Way Acquisition Updates)

Approved  
Board of Directors  
March 4, 2020

Assessor Parcel Number	Owner	Current Land Use	Rights Needed
0266-072-33	Kaymaz, Jimmi	Commercial	TCE, Access Control
0266-072-32	Choi, Junghwan and Elaine	Commercial	TCE, Access Control
0266-591-08	San Bernardino Scottish Rite Building Association	Commercial	TCE, Access Control
<b>0266-561-23</b>	<b>G&amp;M GAPCO, LLC</b>	<b>Commercial</b>	<b>Access Control</b>
<b>0266-561-03</b>	<b>SB Hotel North</b>	<b>Commercial</b>	<b>Access Control</b>
<b>DDA7219-01-01</b>	Caltrans	<b>Commercial</b>	<b>Landscape</b>

Notes: Bolded properties were added.

TCE- Temporary Construction Easement

**I-10 Corridor Contract 2 Project Parcel Listing**  
**Approved**  
**Board of Directors**  
**March 3, 2023**

<b>Assessor Parcel Number</b>	<b>Current Owner</b>	<b>Current Land Use</b>	<b>Remarks</b>
023-805-246	Shea Center Ontario	Common Street Area	TCE-Retaining Wall
023-805-246	Shea Center Ontario	Common Street Area	Fee-EB Off at Etiwanda Ave
023-805-244	Shea Center Ontario	Industrial	TCE-Retaining Wall
023-805-253	VID Enterprises LCC	Industrial	Fee-EB Off at Etiwanda Ave
023-601-110	Southern Pacific Railroad Company	Railroad	TCE-Retaining Wall/Barrier
023-603-114	Southern Pacific Railroad Company	Railroad	TCE-Retaining Wall/Barrier
023-603-115	Southern Pacific Railroad Company	Railroad	TCE-Retaining Wall/Barrier
023-604-125	Southern Pacific Railroad Company	Railroad	TCE-Retaining Wall/Barrier
025-114-127	Southern Pacific Railroad Company	Railroad	TCE-Retaining Wall/Barrier
025-114-114	Southern Pacific Railroad Company	Railroad	TCE-Retaining Wall/Barrier
025-422-111	Southern Pacific Railroad Company	Railroad	TCE-Retaining Wall/Barrier
025-324-214	Southern Pacific Railroad Company	Railroad	TCE-Retaining Wall/Barrier
025-424-114	Southern Pacific Railroad Company	Railroad	TCE-Retaining Wall/Barrier
025-424-106	Southern Pacific Railroad Company	Railroad	TCE-Retaining Wall/Barrier
013-221-104	Southern Pacific Railroad Company	Railroad	TCE-Retaining Wall/Barrier
025-416-101	Southern Pacific Railroad Company	Railroad	TCE-Retaining Wall/Barrier
023-805-139	Pancal Ontario Phase Two 255 LLC	Commercial-Landscape Area	TCE-Retaining Wall/Barrier
023-805-140	Pancal Ontario Phase Two 255 LLC	Commercial-Landscape Area	TCE-Retaining Wall/Barrier
N/A	City of Ontario	Public Right-of-Way	TCE-Retaining Wall/Barrier

Attachment: I-10 Corridor Contract 2 Properties (9820 : Annual Right-of-Way Acquisition Updates)

**I-10 Corridor Contract 2 Project Parcel Listing**  
**Approved**  
**Board of Directors**  
**March 3, 2023**

<b>Assessor Parcel Number</b>	<b>Current Owner</b>	<b>Current Land Use</b>	<b>Remarks</b>
023-425-218	Starlite Mgmt-III LP	Residential	TCE-Sound Wall
023-425-202	David Dominguez Hooper	Residential	TCE-Sound Wall
023-425-203	Armando Villa	Residential	TCE-Sound Wall
023-425-204	Gustavo De La Cruz	Residential	TCE-Sound Wall
023-425-205	Parham Ghodsi	Residential	TCE-Sound Wall
023-425-206	Mushegain Indust Prop LP	Residential	TCE-Sound Wall
023-425-207	Romero Abele A.	Residential	TCE-Sound Wall
023-425-208	Julie Marie Trinh	Residential	TCE-Sound Wall
023-425-209	Louie A. Sierr	Residential	TCE-Sound Wall
023-425-210	Isidro Mendoza	Residential	TCE-Sound Wall
023-425-214	Uriel Iraheta	Residential	TCE-Sound Wall
023-425-213	Lizbeth Jeanette Godina	Residential	TCE-Sound Wall
023-425-217	Kal Freight Inc	Residential-Vacant	TCE-Sound Wall
023-517-226	Rosa Fernandez	Commercial	TCE-Sound Wall
023-517-217	J. Refugio Esparza	Residential	TCE-Sound Wall
023-517-218	Starlite Management	Residential	TCE-Sound Wall
023-517-010	Lupita Garci	Residential	TCE-Sound Wall
023-517-019	Jose A. Lomeli	Residential	TCE-Sound Wall
023-517-020	14997 Washington LLC	Commercial	TCE-Sound Wall
023-517-014	14997 Washington LLC	Commercial	TCE-Sound Wall
023-517-015	Hugo Cesar Rodriguez Saldana	Residential	TCE-Sound Wall
023-517-024	Barbara Yescas	Commercial	TCE-Sound Wall
023-517-025	Barbara Yescas	Commercial	TCE-Sound Wall
023-517-022	Barbara Yescas	Commercial	TCE-Sound Wall
023-517-023	Gustavo De La Cruz	Commercial	TCE-Sound Wall
023-517-009	Gustavo De La Cruz	Commercial	TCE-Sound Wall
023-517-008	Sabrenda L. Gutierrez	Commercial	TCE-Sound Wall
023-517-001	Fernando Yanez Sr Family Living Trust	Commercial	TCE-Sound Wall
023-518-214	Edmundo Beltran Cazarez	Commercial	TCE-Sound Wall
023-518-215	Edmundo Beltran Cazarez	Commercial	TCE-Sound Wall
023-518-211	Elizebeth Espinoza	Commercial	TCE-Sound Wall
023-518-210	Arnoldo Espinoza	Commercial	TCE-Sound Wall
023-518-207	David Ayala	Commercial	TCE-Sound Wall
023-518-206	Santi Trust	Commercial	TCE-Sound Wall
023-518-205	Leo B. Galvan	Commercial	TCE-Sound Wall

Attachment: I-10 Corridor Contract 2 Properties (9820 : Annual Right-of-Way Acquisition Updates)



**I-10 Corridor Contract 2 Project Parcel Listing**  
**Approved**  
**Board of Directors**  
**March 3, 2023**

<b>Assessor Parcel Number</b>	<b>Current Owner</b>	<b>Current Land Use</b>	<b>Remarks</b>
023-518-204	Joseph G. McLoughlin Living Trust	Commercial	TCE-Sound Wall
023-518-203	Joseph G. McLoughlin Living Trust	Commercial	TCE-Sound Wall
023-518-213	Mario A. Benitez	Commercial	TCE-Sound Wall
023-521-113	IPT Valley Logistics Center LLC	Commercial	Fee-Drainage
025-113-214	Duncan T. Bush	Residential-Vacant	TCE-Sound Wall
025-113-208	Andres Garcia	Residential	TCE-Sound Wall
025-116-207	Baltimore N. Diaz	Residential	TCE-Sound Wall
025-120-104	Valencia Gateway Retail IV LLC	Retail-Parking	TCE-Retaining Wall
025-121-119	Extra Space Properties Forty LLC	Commercial-Landscape Area	TCE-Sound Wall
025-121-121	Sierra ME LLC	Mobile Park	TCE-Sound Wall
025-221-102	Villa Fontana Mobiles Estates LLC	Mobile Park	TCE-Sound Wall
025-211-130	Bell Plaza LLC	Commercial-Landscape Area	TCE-Sound Wall
025-212-116	Vataylor LLC	Commercial-Landscape Area	TCE-Sound Wall
025-214-201	Carlos Garcia	Commercial/Residential	TCE-Sound Wall
025-214-205	ATHSP LLC	Commercial/Residential	TCE-Sound Wall
025-214-206	ATHSP LLC	Commercial/Residential	TCE-Sound Wall
025-214-244	Leon R. Rodarte Sr	Commercial/Residential	TCE-Sound Wall
025-214-245	Arlon Transportation LLC	Commercial/Residential	TCE-Sound Wall
025-214-237	Felipe Cardenas	Commercial/Residential	TCE-Sound Wall
025-214-234	Felipe Cardenas	Commercial/Residential	TCE-Sound Wall
025-214-235	RJL Revocable Living Trust	Commercial/Residential	TCE-Sound Wall
025-214-210	Pedro P. Custodio	Commercial/Residential	TCE-Sound Wall
025-214-209	Pedro P. Custodio	Commercial/Residential	TCE-Sound Wall
025-214-211	Cid Family Trust	Commercial/Residential	TCE-Sound Wall
025-214-212	Cid Family Trust	Commercial/Residential	TCE-Sound Wall
025-214-248	Juan Palacios	Commercial/Residential	TCE-Sound Wall
025-214-241	Kamol Kamilovich Abduvahabov	Commercial/Residential	TCE-Sound Wall
025-214-240	Pena Brothers LLC	Commercial/Residential	TCE-Sound Wall
025-214-233	Vera G. Reichert	Commercial/Residential	TCE-Sound Wall
025-214-238	Julio C. Robles	Commercial/Residential	TCE-Sound Wall

Attachment: I-10 Corridor Contract 2 Properties (9820 : Annual Right-of-Way Acquisition Updates)



**I-10 Corridor Contract 2 Project Parcel Listing**  
**Approved**  
**Board of Directors**  
**March 3, 2023**

<b>Assessor Parcel Number</b>	<b>Current Owner</b>	<b>Current Land Use</b>	<b>Remarks</b>
025-214-239	Julio C. Robles	Commercial/Residential	TCE-Sound Wall
025-214-227	Erasmo Robles	Commercial/Residential	TCE-Sound Wall
025-214-228	Erwin Weinhart	Commercial/Residential	TCE-Sound Wall
025-214-229	Erwin Weinhart	Commercial/Residential	TCE-Sound Wall
025-214-230	Everardo Cortez Revocable Living Trust	Commercial/Residential	TCE-Sound Wall
025-214-219	Ruben Zepeda Caballero	Commercial/Residential	TCE-Sound Wall
025-214-220	Dennis L. Frogge Living Trust	Commercial/Residential	TCE-Sound Wall
025-214-221	Anania Furdui	Commercial/Residential	TCE-Sound Wall
025-214-222	Anania Furdui	Commercial/Residential	TCE-Sound Wall
025-116-116	Eliodoro Gutierrez	Residential	TCE-Sound Wall
025-216-115	Aaron Arellano	Residential	TCE-Sound Wall
013-221-111	William Kalmikov	Residential	TCE-Retaining Wall
013-221-108	William Kalmikov	Residential	TCE-Retaining Wall

Attachment: I-10 Corridor Contract 2 Properties (9820 : Annual Right-of-Way Acquisition Updates)

**US 395 Phase 2 Project Parcel Listing**  
**Approved**  
**Board of Directors**  
**December 7, 2022**

<b>Assessor Parcel Number</b>	<b>Owner</b>	<b>Current Use</b>	<b>Right Needed</b>
303-936-109	MPNR Properties, LCC	Vacant	Fee + TCE (If Required)
306-458-101	Poplar 35 LLC	Vacant	Fee + TCE (If Required)
306-454-108	Jue, Donald Living Trust 7/3/86	Vacant	Fee + TCE (If Required)
306-457-108	Victor Valley Community College	Vacant	Fee + TCE (If Required)
306-454-107	Jue Investment Partnership	Vacant	Fee + TCE (If Required)
306-440-103	Pipeline Petroleum Banning LLC	Vacant	Fee + TCE (If Required)
306-440-102	Main Hesperia LLC	Vacant	Fee + TCE (If Required)
306-440-101	Yucca Terrace Investors LLC	Vacant	Fee + TCE (If Required)
306-442-103	U. S. Cold Storage of California	Vacant	Fee + TCE (If Required)
306-442-101	U. S. Cold Storage of California	Vacant	Fee + TCE (If Required)
306-441-113	Bhatia Trust 11/9/05	Vacant	Fee + TCE (If Required)
306-441-114	Maloney Family Trust 5/16/17	Vacant	Fee + TCE (If Required)
306-441-115	Maloney Family Trust 5/16/17	Vacant	Fee + TCE (If Required)
313-637-102	395 Victorville LLC	Vacant	Fee + TCE (If Required)
313-635-101	Robidoux, Sylvia Living Trust	Vacant	Fee + TCE (If Required)
313-633-169	City of Victorville	Vacant	Fee + TCE (If Required)
313-633-170	City of Los Angeles	Transmission Lines	Fee + TCE (If Required)
313-628-102	Slough Family Trust 10/19/12	Vacant	Fee + TCE (If Required)
313-628-101	Slough Family Trust 10/19/12	Vacant	Fee + TCE (If Required)
307-156-111	Paine, Charles F. Trust	Vacant	Fee + TCE (If Required)
307-156-274	Chua, Helen	Vacant	Fee + TCE (If Required)
307-156-280	Kim, Bryan	Vacant	Fee + TCE (If Required)
307-155-101	Sycamore Properties	Vacant	Fee + TCE (If Required)
307-155-102	Sycamore Properties	Vacant	Fee + TCE (If Required)
307-151-107	Kashanian, Mansour J.	Vacant	Fee + TCE (If Required)
313-444-105	Dr. Prem Reddy Family Foundation	Vacant	Fee + TCE (If Required)
313-444-106	Dr. Prem Reddy Family Foundation	Vacant	Fee + TCE (If Required)
313-444-103	Prime A Investments LLC	Vacant	Fee + TCE (If Required)

**US 395 Phase 2 Project Parcel Listing**  
**Approved**  
**Board of Directors**  
**December 7, 2022**

<b>Assessor Parcel Number</b>	<b>Owner</b>	<b>Current Use</b>	<b>Right Needed</b>
313-434-101	Overland Opportunity Fund LLC	Vacant	Fee + TCE (If Required)
313-425-101	Overland Opportunity Fund LLC	Vacant	Fee + TCE (If Required)
313-413-101	Regwan Family Trust 7/7/20	Vacant	Fee + TCE (If Required)
309-644-107	Cothran Malibu LP	Vacant	Fee + TCE (If Required)
309-644-106	Cothran Malibu LP	Vacant	Fee + TCE (If Required)
309-644-105	Hafar Summer Q. (PL)	Vacant	Fee + TCE (If Required)
309-644-104	Hafar Summer Q. (PL)	Vacant	Fee + TCE (If Required)
309-644-103	Luna Village 2 LLC	Vacant	Fee + TCE (If Required)
309-643-107	395 Luna Property LLC	Vacant	Fee + TCE (If Required)
309-643-106	Maida Holding LLC	Commercial	Fee + TCE (If Required)
309-639-103	Tafa Investment Partnership	Vacant	Fee + TCE (If Required)
309-639-106	Sakahara Properties, LLC	Vacant	Fee + TCE (If Required)
309-638-107	Prime A Investments LLC	Vacant	Fee + TCE (If Required)
309-638-109	M L S Realtors Inc.	Vacant	Fee + TCE (If Required)
309-638-101	Vic Oxford Investments LLC	Vacant	Fee + TCE (If Required)
310-357-108	Dr. Prem Reddy Family Foundation	Vacant	Fee + TCE (If Required)
310-357-110	Dr. Prem Reddy Family Foundation	Vacant	Fee + TCE (If Required)
310-357-103	Dr. Prem Reddy Family Foundation	Vacant	Fee + TCE (If Required)
310-357-102	Femino, James J. & Due Living Trust 3/30/96	Vacant	Fee + TCE (If Required)
310-357-101	Palmdale Rd LLC	Commercial	Fee + TCE (If Required)
306-456-117	Anderson 2007 Trust	Vacant	Fee + TCE (If Required)
306-456-116	Tsai, Tsung-Chang	Vacant	Fee + TCE (If Required)
306-456-108	Tsai, Tsung-Chang	Vacant	Fee + TCE (If Required)
306-456-107	Hsieh, Jane	Vacant	Fee + TCE (If Required)
306-455-108	Hesperia Community Development	Commercial	Fee + TCE (If Required)
306-455-107	Hesperia Community Development	Commercial	Fee + TCE (If Required)
306-455-106	Hesperia Community Development	Commercial	Fee + TCE (If Required)
306-454-106	Jue, Donald Living Trust 7/3/86	Vacant	Fee + TCE (If Required)

**US 395 Phase 2 Project Parcel Listing**  
**Approved**  
**Board of Directors**  
**December 7, 2022**

<b>Assessor Parcel Number</b>	<b>Owner</b>	<b>Current Use</b>	<b>Right Needed</b>
306-454-105	YLC Investments LLC	Vacant	Fee + TCE (If Required)
306-453-108	Singh, Marcela Living Trust 3/3/10	Vacant	Fee + TCE (If Required)
306-440-110	Plaza Street Fund 167 LLC	Vacant	Fee + TCE (If Required)
306-440-106	Pipeline Petroleum Banning LLC	Vacant	Fee + TCE (If Required)
306-440-105	Pipeline Petroleum Banning LLC	Vacant	Fee + TCE (If Required)
306-440-104	Pipeline Petroleum Banning LLC	Vacant	Fee + TCE (If Required)
306-440-103	Pipeline Petroleum Banning LLC	Vacant	Fee + TCE (If Required)
306-440-102	Main Hesperia LLC	Vacant	Fee + TCE (If Required)
306-440-101	Yucca Terrace Investors LLC	Vacant	Fee + TCE (If Required)
306-438-107	Jagroop Dhillon	Residential/Commercial	Fee + TCE (If Required)
306-438-105	Hanna, George & Nadida Rev Liv Tr	Vacant	Fee + TCE (If Required)
306-438-129	S & P Family Trust 6/1/96	Vacant	Fee + TCE (If Required)
306-438-101	La Bouef, Mark & Nellie Family Tr	SFR	Fee + TCE (If Required)
306-437-112	Sangha, Varinder Paul	Vacant	Fee + TCE (If Required)
306-437-111	Hazboon, Sidqi S. Trust	Commercial	Fee + TCE (If Required)
306-437-108	Lago Living Trust	Vacant	Fee + TCE (If Required)
306-437-106	Song, Daniel L.	Vacant	Fee + TCE (If Required)
313-627-103	Lee, Teresita	SFR	Fee + TCE (If Required)
313-625-106	TK Properties LLC	Vacant	Fee + TCE (If Required)
313-625-103	TK Properties LLC	Vacant	Fee + TCE (If Required)
313-625-102	Camp and Julia Second Family Limited	Vacant	Fee + TCE (If Required)
313-625-101	Shayan, Peiman	Vacant	Fee + TCE (If Required)
307-138-117	Prime A Investments LLC	Vacant	Fee + TCE (If Required)
307-138-118	Prime A Investments LLC	Vacant	Fee + TCE (If Required)
307-138-110	Tatarian, Vasken & Karen Family Tr	Vacant	Fee + TCE (If Required)
307-137-112	Sandoval, Abraham	Vacant	Fee + TCE (If Required)
307-137-111	Singh, Partap	Vacant	Fee + TCE (If Required)
307-137-110	Roh, Tae Sung Living Trust 1/8/16	SFR	Fee + TCE (If Required)

Attachment: US 395 Phase 2 (9820 : Annual Right-of-Way Acquisition Updates)

**US 395 Phase 2 Project Parcel Listing**  
**Approved**  
**Board of Directors**  
**December 7, 2022**

<b>Assessor Parcel Number</b>	<b>Owner</b>	<b>Current Use</b>	<b>Right Needed</b>
307-137-109	Wen, May Y	Vacant	Fee + TCE (If Required)
307-137-108	Chang, I-Hsin Tr	Vacant	Fee + TCE (If Required)
307-137-107	Morishita Living Trust 11/1/05	Vacant	Fee + TCE (If Required)
307-134-108	Huesing Holdings LLC	Vacant	Fee + TCE (If Required)
307-133-108	Saleeb Family Trust	Vacant	Fee + TCE (If Required)
313-412-135	S L A Victorville LLC	Vacant	Fee + TCE (If Required)
313-412-122	Unknown Owner (City of Victorville)	Vacant	Fee + TCE (If Required)
313-412-142	Shahin, Louis H Trust 6/9/94	Vacant	Fee + TCE (If Required)
313-411-102	Tsai, Windy	Vacant	Fee + TCE (If Required)
313-410-105	Vertigo Investments Group, LLC	Vacant	Fee + TCE (If Required)
313-410-102	Vertigo Investments Group, LLC	Vacant	Fee + TCE (If Required)
313-409-101	Tsai, Tsung Chang	Vacant	Fee + TCE (If Required)
309-637-104	Hong, Man Pyo & Kyung Ja Rev Tr	Vacant	Fee + TCE (If Required)
309-660-241	City of Victorville	Open Space Easement	Fee + TCE (If Required)
309-636-111	Frontier Land Holdings Inc.	Vacant	Fee + TCE (If Required)
309-636-104	395 Properties 26 LLC	Vacant	Fee + TCE (If Required)
309-636-112	Land of America 10/28/13	Check	Fee + TCE (If Required)
309-636-109	Guardian Commercial Real Estate LP	Vacant	Fee + TCE (If Required)
309-696-162	City of Victorville	Open Space Easement	Fee + TCE (If Required)

**I-10 Mount Vernon Avenue Project Parcel Listing**  
**Approved**  
**Board of Directors**  
**July, 6 2022**

Assessor Parcel Number	Owner	Current Land Use	Rights Needed
0162-203-14	TABBA MARDINIREAL ESTATE INVESTMNTS LLC C/O ABDUL R MARDINI	COMMERCIAL	Partial Take, TCE
<del>0163-041-29</del>	<del>BARENDT, ROY E ETAL-CLAY, RICARD &amp; TAMMY, TRUST 3/2/12</del>	<del>COMMERCIAL</del>	<del>TCE</del>
0164-172-30	TRINH, LAN TO	COMMERCIAL	TCE
0164-172-31	TRINH, LAN TO	COMMERCIAL	TCE
0164-172-32	TRINH, LAN TO	COMMERCIAL	TCE
0164-172-33	TRINH, LAN TO	COMMERCIAL	Partial Take, TCE
<del>0164-172-41</del>	<del>ALVAREZ, MACEDONIO ALVAREZ, VERONICA O</del>	<del>COMMERCIAL</del>	<del>Partial Take, TCE</del>
0164-172-53	HATZIS, PANAGIOTS	COMMERCIAL	Partial Take, TCE
0164-172-53	SONG, SUR CHIN LIV TR 03/13/07 C/O TAX DEPT # 33604	COMMERCIAL	Partial Take, TCE
<del>0276-121-09</del>	<del>SINGH, MAJOR SINGH, HARPER</del>	<del>INDUSTRIAL</del>	<del>Partial Take, TCE, Access Control</del>
<del>0276-121-07</del>	<del>SINGH, MAJOR SINGH, HARPER</del>	<del>INDUSTRIAL</del>	<del>Part Take, TCE, Access Control</del>

Stricken through properties were deleted.

TCE- Temporary Construction Easement

Attachment: I-10 Mount Vernon Avenue Parcel Listing (9820 : Annual Right-of-Way Acquisition Updates)

# West Valley Connector Project Parcel Listing

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## Approved Board of Directors January 6, 2021

APN	Property Owner	Property Address	Present Use
011006101	DE VAZQUEZ, ELODIS MUNOZ	1373 E HOLT BLVD	Commercial/Vacant Land
011006104	SALHAB, FAYEK	1323 E HOLT BLVD	Commercial/Vacant Land
<del>011006117</del>	<del>SAN BERNARDINO CO FLOOD CONTROL DIST</del>		<del>General/Vacant Land</del>
011006118	SALHAB, FAYEK J	1329 E HOLT BLVD	Convenience Store (7-11)
011007102	SHIH, SEN M	HOLT BLVD	Commercial/Vacant Land
011007106	AMERICAN WEST REGIONAL CENTER LLC	1381 E HOLT BLVD	Commercial/Vacant Land
011007107	AMERICAN WEST REGIONAL CENTER LLC	1387 E HOLT BLVD	Commercial/Vacant Land
011007210	GRABOWSKI, PATRICK F	1405 E HOLT BLVD	Commercial/Theater
011007211	GRABOWSKI, PATRICK F (Comet Trailer Park)	1405 E HOLT BLVD	Mobile/Manufactured Home (regardless of Land ownership)
011011110	ROWLANDS PROPERTIES	1640 E HOLT BLVD	Commercial/Vacant Land
011012105	MATLOCK LIVING TRUST 1997 4-2-97	1486 E HOLT BLVD	Industrial/Vacant Land
011012108	BEACON GROUP INC, THE	1366 E HOLT BLVD	Commercial/Auto Repair (& related), Garage
011012109	BEACON GROUP INC, THE	1390 E HOLT BLVD	Light Industrial/10% improved office space; machine shop
011012110	BEACON GROUP INC, THE	1400 E HOLT BLVD	Commercial/ Distribution Warehouse
011013106	PANNONE PROPERTIES LLC	1300 E HOLT BLVD	Commercial/ Distribution Warehouse
011013107	PANNONE PROPERTIES LLC	HOLT BLVD	Commercial/ Distribution Warehouse
011013108	PANNONE PROPERTIES LLC	1322 E HOLT BLVD	Commercial/Retail Stores (Personal Services,
011013109	JAUREGUI, FRANCISCO	1328 E HOLT BLVD	Commercial/Vacant Land
011013113	LA COMMARE, JAMES AND JOSEPHINE TR	1362 E HOLT BLVD	Commercial/Parking Lot
<del>011013122</del>	<del>SAN BERNARDINO CO FLOOD CONTROL DIST</del>		<del>Commercial/GENERAL/Vacant Land</del>
101049102	PAYMASTER ASHWIN C	828 W HOLT BLVD	Commercial
101049103	MAHDAVI AMIR	830 W HOLT BLVD	Commercial
101049116	HAGEN JHON D	802 W HOLT BLVD	Commercial/Auto repair (& related), Garage
101052217	SARINANA, LARRY	1156 W HOLT BLVD	Commercial
101054301	CUCCUIA FRANK J FAMILY TRUST	1206 W HOLT BLVD	Commercial/Parking
101054302	CUCCUIA FRANK J FAMILY TRUST	1206 W HOLT BLVD	Commercial/Parking
101054303	CUCCUIA FRANK J FAMILY TRUST	1206 W HOLT BLVD	Commercial/Vacant
101054304	NASH MOTOR LLC	1240 W HOLT BLVD	Commercial

Attachment: WVC\_ROW Parcel List Report for Board Update (9820 : Annual Right-of-Way Acquisition Updates)

# West Valley Connector Project Parcel Listing

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## Approved Board of Directors January 6, 2021

APN	Property Owner	Property Address	Present Use
101054305	RYAN, E & R MARITAL TRUST 3-31-86	1248 W HOLT BLVD	Commercial Single Family Residential
101054306	RYAN, E & R MARITAL TRUST 3-31-86	1258 W HOLT BLVD	Commercial Neighborhood: Shopping Center, Strip Center,
101054307	ROSE-IN-BLOOM INC	1260 W HOLT BLVD	Commercial - Retail Stores
101054309	ROBINSON, LINDA	1322 W HOLT BLVD	Commercial/Parking
101054310	CHAROLET, CESAR	1328 W HOLT BLVD	Commercial/Auto Center
101054311	CHAROLET, CESAR	1328 W HOLT BLVD	Commercial/Parking Lot
101054312	CAMPIO, EARL	1340 W HOLT BLVD	Commercial/Residential Commercial/Office/Residential
101054313	JUAREZ FAMILY 2005 REV TR 9-23-05	1350 W HOLT BLVD	Commercial/Retail Stores (Personal Services,
101054314	JUAREZ FAMILY 2005 REV TR 9-23-05	1360 W HOLT BLVD	Commercial/Retail Stores (Personal
101054332	GRIMES, ELIZABETH TRUST	1364 W HOLT BLVD	Commercial/Neighborhood: Shopping Center, Strip Center,
101055205	DOWNEY BRAD	1426 W HOLT BLVD	Commercial/Parking
101055206	MUNUGALA, BHASKARA	1442 W HOLT BLVD	Commercial
101055207	JAFARARIN, AMIN	1448 W HOLT BLVD	Commercial
101055211	GONZALEZ, ALBERTO	1529 W HOLT BLVD	Commercial
101055212	SOLANKI, GIRISH	1528 W HOLT BLVD	Commercial/Retail
101055213	SOLANKI, GIRISH	1538 W HOLT BLVD	Commercial/Retail
101055214	MALAGON, SYLVERIO	1542 W HOLT BLVD	Commercial/Restaurant
101055215	MALAGON, SYLVERIO	HOLT BLVD	Commercial/Parking
101055232	JUAREZ, ALBINO	1420 W HOLT BLVD	Commercial
101055233	JUAREZ, ALBINO	1414 W HOLT BLVD	Commercial
101055234	JUAREZ, ALBINO		Commercial/Parking
101055237	JAFARARIN, AMIN	1502 W HOLT BLVD	Commercial
101055238	NABHAN, MAJED	1512 W HOLT BLVD	Commercial
101111104	UTR HOLT BENSON LLC	W HOLT BLVD	Commercial/VACANT
101111105	HOLT INVESTMENT LLC	1401 W HOLT BLVD	Commercial/Auto repair (& related),
101111118	ASTFALK ROY DALE TR	1363 W HOLT BLVD	Commercial/Retail Stores (Personal
101111120	LIN, SHINN LIANG	1515 W HOLT BLVD	Commercial/Light Industrial (10% improved office space;
101111121	UTR HOLT BENSON LLC	1511 W HOLT BLVD	Commercial/Financial Bldg (Bank, S&I

Attachment: WVC\_ROW Parcel List Report for Board Update (9820 : Annual Right-of-Way Acquisition Updates)



# West Valley Connector Project Parcel Listing

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## Approved Board of Directors January 6, 2021

APN	Property Owner	Property Address	Present Use
101112102	JAUGERUI TRINIDAD	1267 W HOLT BLVD	Commercial/Vehicle Rentals, Vehicle Sales
101112113	HARDEN WILLIAMS	1235 W HOLT BLVD	Commercial/Retail Stores (Personal Services,
101112117	PIRSEH LLC	1265 W HOLT BLVD	Commercial/Vehicle Rentals, Vehicle Sales
101112118	PIRSEH LLC	1263 W HOLT BLVD	Commercial/Vehicle Rentals, Vehicle Sales
101112122	ONTARIO ICE SKATING CENTER INC	1225 W HOLT BLVD	Commercial
101112124	JABER FAMILY TRUST	1345 W HOLT BLVD	Commercial/Retail Stores (Personal Services,
101112126	DEWEY GROUP LP		Commercial Office (General)
101112127 (101112121)?	BUX KARIM	1215 W HOLT BLVD	Commercial/Light Industrial (10% improved office space;
101113207	PAINT BUCKET INC	1051 W HOLT BLVD	Commercial/Retail
101113208	YAVELAK, DUANE & SHIRLEY FAM REV LIV	1033 W HOLT BLVD	Commercial
101113209	YAVELAK FAMILY REVOC LIVING TRUST	1033 W HOLT BLVD	Commercial
101113210	FERNANDEZ FAMILY TRUST 3/2/15	1021 W HOLT BLVD	Commercial/Auto repair (& related),
101113211	FERNANDEZ FAMILY TRUST 3/2/15	1013 W HOLT BLVD	Commercial/Mini-Warehouse, Self-Storage
101113212	VOLM, ROBERT W	1005 W HOLT BLVD	Commercial/Auto repair (& related),
101114106	NRP DEVELOPMENT, INC	967 W HOLT BLVD	Commercial/Vehicle Rentals, Vehicle Sales\
101114107	GRACE PROPERTY MANAGEMENT LLC	961 W HOLT BLVD	Commercial Office (General)
101114111	SHORT, WILLIAM S & AUDREE L	925 W HOLT BLVD	Commercial/Vacant/Parking
101114113	SHORT, WILLIAM S	909 W HOLT BLVD	Commercial/Auto repair (& related),
101114116	DIBADJ, HAMID	849 W HOLT BLVD	Commercial/Vehicle Rentals, Vehicle Sales
101114130	SHORT, WILLIAM S	W BROOKS ST ONTARIO CA 91762	Commercial - Vacant Land
101114132	SILVERTON EXEMPT TRUST 3/13/07	863 W HOLT BLVD	Commercial Office (General)
101114135	LIEU, KHANG BAO	943 W HOLT BLVD	Commercial/Motel
101114136	KAITZ, ROBERT M & BARBARA E 2001 FAM	931 W HOLT BLVD	Commercial/Retail Stores (Personal Services,
104847114	HARB, NADIM FAYEZ	1117 E HOLT BLVD	Commercial - Vacant Land
104847115	VALENCIA, BENJAMIN N	1111 E HOLT BLVD	Commercial/Auto repair (& related),
104847122	JOYFUL NATIONS MINISTRIES	1101 E HOLT BLVD	Commercial/Vacant
104847123	JOYFUL NATIONS MINISTRIES	1101 E HOLT BLVD	Commercial/Church
104847124	PAMA IV PROPERTIES LP	1081 E HOLT BLVD	Residential/Apartments

Attachment: WVC\_ROW Parcel List Report for Board Update (9820 : Annual Right-of-Way Acquisition Updates)

# West Valley Connector Project Parcel Listing

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## Approved Board of Directors January 6, 2021

APN	Property Owner	Property Address	Present Use
104848101	SKY VILA MOBILE PARK	1067 E HOLT BLVD	Residential/Trailer Park
104848102		1031 E HOLT BVLD	Commercial
104848103	TIRE ZONE LLC	1015 E HOLT BLVD	Commercial
104848106	MILLER LIVING TRUST 3-3-87 - EST OF		Commercial/Vacant
104848107	JIMENEZ JOSE	935 E HOLT BLVD	Commercial
104848127	PATEL, B FAMILY TRUST 2-13-91	907 E HOLT BLVD	Commercial/Parking
104848128	HARB, MAAN F	957 E HOLT BLVD	Commercial/Vacant
104848129	HARB, MAAN F	957 E HOLT BLVD	Commercial/Vacant
104851210	ALEMAN FAMILY TRUST 2014	757 E HOLT BLVD	Commercial/Service station (full service)
104851211	WAS765 LLC	765 E HOLT BLVD	Residential
104851213	IMMANUEL PROPERTY	813 E HOLT BLVD	commercial/strip
104851214	AREC 8 LLC	831 E HOLT BLVD	commercial
104851215	AREC 8 LLC	ONTARIO CA 91761	Commercial/Parking
104851216	CHAVEZ, YOLANDA	755 E HOLT BLVD	Commercial/Retail Stores (Personal)
104851217	AYALA, SALVADOR & MARIA C FAM TR 4/1	745 E HOLT BLVD	Residential/Duplex (2 units, any combination)
104851218	HALSTEAD, FRANK E & MARIA E FAM TR 8	741 E HOLT BLVD	Commercial
104851219	CHAING, WILLIAM	727 E HOLT BLVD	Commercial/Parking
104851220	CHAING, WILLIAM	727 E HOLT BLVD	Commercial
104851221 (104851229?)	BIR, RAGHBIR S		Commercial/Vacant
104851222 (104851229?)	BIR, RAGHBIR S		Commercial
104851228	LOZANO-ORTEGA	E HOLT BLVD	vacant land
104852208	OLIVOS, DANIEL & HEDDY FAM TR 07/31/	527 E HOLT BLVD	Commercial/Auto repair (& related),
104852209	ROSENBLUM, JERRY	523 E HOLT BLVD A 523 E HOLT BLVD B 523 E HOLT BLVD C	Commercial
104852210	AVILA, RAUL	517 E HOLT BLVD	Commercial
104852211	BANK OF CALIFORNIA TR	505 E HOLT BLVD 503 E HOLT BLVD	Retail Stores (Personal Services,
104852315	KB MAASS TRUST 2014	111 N MONTEREY AVE	Single Family Residentia
104852316	ELIAS PROPERTIES LLC	545 E HOLT BLVD	Multi-Family Dwellings (generic,
104852317	INIGUEZ, MANUEL V	541 E HOLT BLVD	Single Family Residential

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# West Valley Connector Project Parcel Listing

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## Approved Board of Directors January 6, 2021

APN	Property Owner	Property Address	Present Use
104852414	KIPPER, RONALD A	111 N MIRAMONTE AVE	Parking
104852415	KIPPER, RONALD A	617 E HOLT BLVD	Commercial - Vacant Land
104852416	KIPPER, RONALD A	609 E HOLT BLVD	Parking
104852417	TAWIL, ELIA REV TR 12/20/06	601 E HOLT BLVD	Commercial
104852516	SWERDLOFF, RONALD S	661 E HOLT BLVD	Commercial
104852517	COLLAZO, JOSE	659 E HOLT BLVD	Commercial
104852518	COLLAZO, JOSE		Commercial - Vacant Land
104852520	CISNEROS, ISRAEL	635 E HOLT BLVD	Commercial
104859128	EL POLLO LOCO INC	646 E HOLT BLVD 646 W HOLT	Community: Shopping Plaza, Shopping Center, Mini-Mall
104859129	STATER 108 LLC	646 HOLT BLVD	Grocery, Supermarket
104859130	HOLT-SAN ANTONIO LLC	624 E HOLT BLVD	Neighborhood: Shopping Center, Strip Center, Enterprise Zone
104859132	BAY CAL ONTARIO PARTNERS LLC	606 E HOLT BLVD	Vacant
104860413	MACK PARTNERS LLC	706 W HOLT BLVD	Fast Food Restaurant / Drive- thru
104860414	RAMIREZ, CRISTOBAL	724 W HOLT BLVD	Fast Food Restaurant / Drive- thru
104860415	AMINI, HAMID	740 W HOLT AVE	Commercial Office (General)
104901103	QUESADA, VICTORIA R TR	755 W HOLT BLVD	Commercial/Office/ Residential (mixed use)
104901104	REINA HOLDING COMPANY LLC	745 W HOLT BLVD	Towing
104901105	M & L CENTER LLC	739 W HOLT BLVD 741 W HOLT BLVD (not	Commercial
104901201	AMARO REVOCABLE FAMILY TRUST 2008	729 W HOLT BLVD	Residential
104901202	KARPOUZIS LIVING TRUST	711 W HOLT AVE ONTARIO CA 91762	Parking Lot
104901224	KARPOUZIS LIVING TRUST 05/23/05	701 W HOLT BLVD	Fast Food Restaurant / Drive- thru
104902103	CHIANG FAMILY TRUST 7-8-10	627 W HOLT BLVD	Restaurant
104902104	CHIANG FAMILY TRUST 7-8-10	625 (629) W HOLT BLVD	Motel
104902128	DINGLE, WILLIAM T & ELIZABETH G (TRU	645 W HOLT AVE	Retail Stores (Personal Services,
104902129	KUO, JIINGLIN J	661 W HOLT BLVD	Motel
104906301	NA, SUSAN TR	204 E HOLT BLVD	Commercial

Attachment: WVC\_ROW Parcel List Report for Board Update (9820 : Annual Right-of-Way Acquisition Updates)

# West Valley Connector Project Parcel Listing

4.k

## Approved Board of Directors January 6, 2021

APN	Property Owner	Property Address	Present Use
104906302	CITY OF ONTARIO	214 E HOLT BLVD	Commercial
104906303	ROJAS, ALICIA FAMILY TRUST 12/15/08	220 E HOLT BLVD	Commercial
104906304	ROJAS, ALICIA FAMILY TRUST 12-15-08	222 E HOLT BLVD UNIT A 222 E HOLT BLVD UNIT B	Commercial
104906305	CARVALHO, JOAO R (LISA)	226 E HOLT BLVD 228 E HOLT BLVD 230 E HOLT BLVD	Commercial
104906511	B & G PLAZA	326 E HOLT BLVD	Fast Food Restaurant / Drive-thru
104906602	BANH, PHUOC	444 E HOLT BLVD	Commercial
104909101	KIM, HEE C	500 E HOLT BLVD 504 E HOLT BLVD 506 E HOLT BLVD 510 E HOLT BLVD	Commercial
104909102	CRAITENBERGER FAMILY TRUST	512 E HOLT BLVD	Commercial - Vacant Land
104909103	AYALCO, LLC	522 E HOLT BLVD	Vacant
104909104	ALMARAZ, JUDY FAMILY TRUST 6-3-08	526 E HOLT BLVD UNIT A 526 E HOLT BLVD UNIT B	Commercial
104909301	ALMARAZ, JUDY FAMILY TRUST 6-3-08	616 E HOLT BLVD	Commercial
104909302	ALMARAZ, JUDY FAMILY TRUST 6-3-08	624 E HOLT BLVD	Commercial
104909303	ALMARAZ, JUDY FAMILY TRUST 6-3-08	630 E HOLT BLVD	Commercial Vacant
104909304	ALMARAZ, JUDY FAMILY TRUST 6-3-08		Vacant
104909306	ALMARAZ, JUDY FAMILY TRUST 6-3-08	636 E HOLT BLVD	Commercial
104909307	ALMARAZ, JUDY FAMILY TRUST 6-3-08		Vacant
104909309	CHAVEZ, JAVIER H TR	640 E HOLT BLVD	Commercial
104909310	CHAVEZ, JAVIER H TR	646 E HOLT BLVD	Parking
104909401	BELICHESKY-FILIPOVIC TRUST 6/23/06	652 E HOLT AVE	Commercial Vacant
104909402	BELICHESKY-FILIPOVIC TRUST 6/23/06	654 E HOLT BLVD	Commercial
104909404	CAGLE FAMILY TRUST	664 E HOLT BLVD 666 E HOLT BLVD	Commercial
104909414	CAGLE FAMILY TRUST	660 E HOLT BLVD	Commercial
104910104	MILLER, DENYSE M	720 E HOLT BLVD	Retail
104910105	ENRIQUEZ, GUY R NON EXEMPT TRUST	728 E HOLT BLVD 730 E HOLT BLVD #1	Residence Quadruplex
104910106	KIM, HENRY C	736 E HOLT BLVD 740 E HOLT BLVD	Commercial
104910107	KIM, HENRY C	744 E HOLT BLVD 745 E HOLT BLVD	Commercial
104910108	LANDGRAVE, RAFAEL	748 E HOLT BLVD	Commercial/Office/ Residential (mixed use)

Attachment: WVC\_ROW Parcel List Report for Board Update (9820 : Annual Right-of-Way Acquisition Updates)

# West Valley Connector Project Parcel Listing

4.k

## Approved Board of Directors January 6, 2021

APN	Property Owner	Property Address	Present Use
104910109	LEON, LINO	754 E HOLT BLVD	Commercial
104910110	GRIFFITH, ROGER A TR	756 E HOLT BLVD	Commercial/Office/ Residential (mixed use)
104910111	GRIFFITH, ROGER ALAN	766 E HOLT BLVD	Commercial
104910112	LEDESMA FAMILY TRUST 9-29-05	802 E HOLT BLVD	Commercial
104910113	RAULY'S TRUST 10/24/95	810 E HOLT BLVD	Commercial
104910114	RAULY'S TRUST 10/24/95	814 E HOLT BLVD	Commercial
104910115	RAULY'S TRUST 10/24/95		Parking
104910116	LEDESMA, DANIEL E	824 E HOLT BLVD	Parking
104910118	LEDESMA, DANIEL E	828 E HOLT BLVD	Commercial
104910138	CHANG, AARON	700 E HOLT BLVD	Commercial
104910139	SEA PARTNERS LLC	844 E HOLT BLVD	Retail
104910140	GOLDEN STATE ALLIANCE, LLC	900 E HOLT BLVD	Commercial
104913102	GOLDEN STATE ALLIANCE LLC	900 E HOLT BLVD	Vacant
104913103	GOLDEN STATE ALLIANCE LLC	914 E HOLT BLVD	Vacant
104913104	MALAGON, SYLVERIO	918 E HOLT BLVD	Vacant
104913105	YOO JUN SON FAMILY TRUST	930 E HOLT BLVD 932 E HOLT BLVD UNIT A	Commercial - Retail Stores
104913106	TREMAZI, MUHAMMAD S	936 E HOLT BLVD	Vacant
104913108	RELIANCE MOTORS LLC	958 E HOLT BLVD	Vehicle Rentals, Vehicle Sales (auto/truck/RV/boat/etc.)
104913113	HADDAD, RAFFI	1030 E HOLT BLVD	Vacant
104913114	RIVAS, JESUS	1042 E HOLT BLVD	Residential
104913115	BUSINESS OWNER	1044 E HOLT BLVD	Vacant
104913116	GOLDEN STATE ALLIANCE LLC	1050 E HOLT BLVD	Vacant
104913118	GROUP II AZUSA PROPERTIES	948 E HOLT BLVD	Parking
104913120	1010 HOLT LLC	1010 E HOLT BLVD	Commercial
101055204	HOLT HOLDINGS LLC	1424 W HOLT BLVD ONTARIO CA 91761	Commercial Building, Mail Order,
104901101	HAGE FAMILY TRUST (9/24/1999)	765 W HOLT BLVD ONTARIO CA 91762-3628	Fast Food Restaurant / Drive- thru
104901102	DURRITZAGUE 2003 REV TRUST A (6-18) O DURRITZAGUE 2003 REV TRUST B	761 W HOLT BLVD ONTARIO CA 91762-3628	Neighborhood: Shopping Center,
104854794	AREP TOWN CENTER ONTARIO LLC	HOLT BLVD ONTARIO CA 91764	Miscellaneous (General)

Attachment: WVC\_ROW Parcel List Report for Board Update (9820 : Annual Right-of-Way Acquisition Updates)

# West Valley Connector Project Parcel Listing

4.k

## Approved Board of Directors January 6, 2021

APN	Property Owner	Property Address	Present Use
104913119	CHAO PO-HSIANG & CHANG TSAI C (SP-PO-TSIANG	HOLT BLVD ONTARIO CA 91761	Commercial - Vacant Land
11013128	HUMPHREY, WILLIAM J; HUMPHREY, BEVERLY J	1336 E HOLT BLVD ONTARIO CA 91761-2101	Mini-Warehouse, Self-Storage Subject Property
11013125 011013125	ABMA JOHN THEODORE & E C FAM TR & TRU	1344 E HOLT BLVD ONTARIO CA 91761-2101	Vehicle Rentals, Vehicle Sales (auto/truck/RV/boat/etc.)
101112105	ONTARIO ICE SKATING CENTER INC	1225 W HOLT BLVD ONTARIO CA 91762-3639	Skating rink, Ice Skating, Roller Skating
8336022015	TFF PROPERTIES LLC	499 N GAREY AVE POMONA CA 91767-5433	Dance Hall
<del>8336021005</del>	<del>PATEL KANU AND HEMLATA TRS; KANU AND HEMLATA</del>	<del>130 E HOLT AVE POMONA CA 91767-5424</del>	<del>Motel</del>
<del>8336021022</del>	<del>STEINER JAN H</del>	<del>160 E HOLT AVE POMONA CA 91767-5424</del>	<del>Office Bldg (General)</del>
8337015034	YINGCHUN LLC	495 E HOLT AVE POMONA CA 91767-5424	(Personal Services, Photography,
8337021047	FAKHOURI, SAMYRA A	530 E HOLT AVE POMONA CA 91767-5424	Car Wash
8326024041	FOUNTAIN OF LOVE CHRISTIAN CENTER INC	1100 E HOLT AVE POMONA CA 91767-5834	Commercial - Vacant Land
8323016021	HAN POMONA SQUARE LLC	1085 E HOLT AVE POMONA CA 91767-5726	Community: Shopping Plaza, Shopping Center, Mini-Mall
8323025025	14255 ELLSWORTH STREET LLC	1575 E HOLT AVE POMONA CA 91767-5823	Retail Stores (Personal Services,
8326026029	MSW POMONA LLC	1600 E HOLT AVE POMONA CA 91767-5826	Department Store (apparel, household goods, furniture)
11009217	POSEIDON ONTARIO AIRPORT PLAZA LLC	111 N VINEYARD AVE ONTARIO CA	Fast Food Restaurant / Drive- thru
21019129		INLAND EMPIRE BLVD ONTARIO CA 91764	
11043111	AIRPORT GATEWAY PLAZA LLC	730 N ARCHIBALD AVE ONTARIO CA	Retail Stores (Personal Services,
21020402	AVERKIEFF STACEY LYNN LIVING TR (6/2); CHAVEZ MICHAEL	3535 INLAND EMPIRE BLVD ONTARIO CA	Commercial Office (General)
21021133	STARBRIDGE (ONTARIO) INVESTMENT LLC	700 N HAVEN AVE ONTARIO CA 91764-4902	Commercial Hotel
22901257		8106 MILLIKEN AVE RANCHO CUCAMONGA CA	Commercial Restaurant
109053103	RANCHO MALL LLC	12505 N MAINSTREET RANCHO CUCAMONGA CA	Commercial - Regional: Shopping Center, Mall
101111110 (101111124?)		HOLT BLVD ONTARIO CA 91762	
011010101	ROWLAND PROPERTIES	1744 E HOLT BLVD	Auto repair (& related), Garage
011008102 (11008110?)	HOLT BLVD LLC		
011008103	HOLT BLVD LLC	1625 E HOLT BLVD	Commercial - Vacant Land
011008106	COMBEE, JOE H	1619 E HOLT BLVD	Neighborhood: Shopping Center,
011008107	DITOMMASO, ANTHONY & BEVERLY LIV TR		Commercial - Vacant Land
011008108	HOLT BLVD LLC	1627 E HOLT BLVD	Commercial Office (General)

Attachment: WVC\_ROW Parcel List Report for Board Update (9820 : Annual Right-of-Way Acquisition Updates)

# West Valley Connector Project Parcel Listing

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## Approved Board of Directors January 6, 2021

APN	Property Owner	Property Address	Present Use
011012103	INTL ASSN OF MACH & AERO WORKERS D L	1512 E HOLT BLVD	Commercial Office (General)
011011111	OM LAXMI LLC	E HOLT BLVD	Commercial - Vacant Land
011011112	OM LAXMI LLC	1660 E HOLT BLVD	Commercial - Vacant Land
011007208	415 VINEYARD LLC	1511 E HOLT BLVD	Commercial Office (General)
011007209	415 VINEYARD LLC	1511 E HOLT BLVD	Commercial - Vacant Land
011007216	7 SUMMIT PROPERTIES 2 LLC	1533 E HOLT BLVD	Commercial Office (General)
011011101	MATLOCK, THOMAS G & JUDITH L TRS	1614 E Holt Blvd.	Commercial Office (General)
011011102	1624 HOLT LLC	1624 E HOLT BLVD	Commercial - Vacant Land
011011103	1624 HOLT LLC	HOLT BLVD	Commercial - Vacant Land
011011106	GOODIN, R J FAMILY TRUST	1670 E HOLT BLVD	Commercial/Office/Residential (mixed use)
011011107	GOODIN, R J FAMILY TRUST		Industrial - Vacant Land
011011108	GOODIN, R J FAMILY TRUST	1628 E HOLT AVE	Industrial - Vacant Land
011011109	ROWLANDS PROPERTIES	1634 E HOLT BLVD	Commercial - Vacant Land
011012104	MATLOCK LIVING TRUST 1997 4-2-97	120 S WALKER ST	Industrial - Vacant Land
011007225	UNITED STATES OF AMERICA	Post office	Miscellaneous (General)
100949311	4480 Holt Blvd Montclair Llc Kzmb Llc	4490 HOLT BLVD MONTCLAIR CA 91763-4197	Community: Shopping Plaza, Shopping Center, Mini-Mall
101061112	Hbl Family Llc	5280 HOLT BLVD MONTCLAIR CA 91763-4821	Neighborhood: Shopping Center,
101105215	SOUTHEAST STATESBORO LLC	5301 HOLT BLVD MONTCLAIR CA 91763	Neighborhood: Shopping Center,
101207103	RFA MONTCLAIR LP	4535 HOLT BLVD MONTCLAIR CA 91763-4710	Commercial (General)
011006123	PAMA IV PROPERTIES LP	1348 E NOCTA ST ONTARIO CA 91764	Residential/Apartments (generic)
<del>011009145</del>	<del>ONTARIO AIRPORT CORPORATE PARK OWNER</del>	<del>E Holt BLVD</del>	<del>INDUSTRIAL Common Area</del>
<b>011010113</b>	<b>ONTARIO CNG</b>	<b>1850 E HOLT BLVD ONTARIO CA 91761</b>	<b>Commercial</b>
<b>022901216</b>	<b>YNS Enterprise</b>	<b>11899 FOOTHILL BLVD RANCHO CUCAMONGA CA</b>	<b>Commercial</b>
<b>104909305</b>	<b>Farid Jalala &amp; Makay Jahangiri</b>	<b>E HOLT BLVD</b>	<b>Commercial</b>
<b>104909308</b>	<b>Farid Jalala &amp; Makay Jahangiri</b>	<b>E HOLT BLVD</b>	<b>Commercial</b>
<b>023801436</b>	<b>ONTARIO MILLS</b>	<b>1 MILLS CIRCLE ONTARIO CA 91764</b>	<b>MALL</b>
<b>023801440</b>	<b>ONTARIO MILLS</b>	<b>4380 MILLS CIRCLE ONTARIO CA 91764</b>	<b>MALL</b>
<b>023801442</b>	<b>ONTARIO MILLS</b>	<b>1 MILLS CIRCLE ONTARIO CA 91764</b>	<b>MALL</b>

Notes: Stricken properties were deemed unnecessary and bolded properties have been added.

**Rancho Siding Project Parcel Listing**  
**Approved**  
**Board of Directors**  
**May 5, 2021**

APN	Property Owner	Property Address	Present Use
<del>0209-013-85-0000</del>	<del>City of Rancho Cucamonga</del>	<del>9153 9th Street, Rancho Cucamonga CA</del>	<del>Government</del>
<del>0209-013-87-0000</del>	<del>City of Rancho Cucamonga</del>	<del>9153 9th Street, Rancho Cucamonga CA</del>	<del>Industrial, Vacant Land</del>
0209-032-13-0000	Zarp Properties LLC	8881 Hellman Avenue, Rancho Cucamonga CA	Auto Repair, Garage/Commercial
0209-032-63-0000	Kinsman, Craig Trust	9349 Feron Boulevard, Rancho Cucamonga CA	Mini warehouse, Self storage/Commercial
<del>0209-032-11-0000</del>	<del>Wilkinson Family Trust</del>	<del>9359 Feron Boulevard, Rancho Cucamonga CA</del>	<del>Mini warehouse, Self storage/Commercial</del>
<del>0209-032-17-0000</del>	<del>Wong, Robert K &amp; May L Family Limited Partnership</del>	<del>9375 Feron Boulevard, Rancho Cucamonga CA</del>	<del>Mini warehouse, Self storage/Commercial</del>
<del>0209-032-29-0000</del>	<del>JNS Investments LLC</del>	<del>9509 Feron Boulevard, Rancho Cucamonga CA</del>	<del>Mini warehouse, Self storage/Commercial</del>
0209-062-04-0000	SBCTA	9798 8th Street, Rancho Cucamonga CA	Government
0209-013-22-0000	SBCTA	8892 Hellman Avenue, Rancho Cucamonga CA	General Use, Vacant Land
<b>8th St ROW</b>	<b>City of Rancho Cucamonga</b>	<b>NW Cor 8th/Archibald</b>	<b>Vacant Land/Right of Way</b>

Notes: Stricken properties were deemed unnecessary and bolded properties have been added.



## ***Minute Action***

### AGENDA ITEM: 5

***Date:*** March 14, 2024

***Subject:***

Mount Vernon Avenue Viaduct – Request for Contingency Increase to Construction Contract No. 18-1001966

***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:

Increase contingency amount for Construction Contract No. 18-1001966 with Traylor-Granite Joint Venture by \$12,000,000, increasing the amount of contingency and supplemental work from \$17,230,000 to \$29,230,000, to be funded with the City of San Bernardino's (City) equitable share of Measure I Arterial Sub-program funds and City Development Impact Fees, and authorize the Executive Director, or his designee, to release the contingency as necessary for the Mount Vernon Avenue Viaduct Project.

***Background:***

San Bernardino County Transportation Authority (SBCTA) took over management of the Mount Vernon Avenue Viaduct Project (Project) in 2016. This Project demolished the existing bridge over the BNSF Railway mainline and intermodal yard and will replace it with a new bridge meeting current design and safety standards. Cooperative Agreement No. 16-1001477 with the City of San Bernardino (City), which addresses the Environmental Clearance, Preliminary Design and Right-of-Way (ROW) phases, provided for SBCTA to become the lead agency on the project and for project funding through Federal Highway Bridge Program funds, Public Share funding through Measure I Valley Arterial Sub-program funds, and the City's local share to be funded through Development Impact Fees.

On January 8, 2020, SBCTA Board of Directors (Board) approved Construction Contract No. 18-1001966 to Traylor-Granite Joint Venture in the amount of \$104,900,000, including a contingency/supplemental amount of \$10,490,000 for contract contingency and \$6,740,000 for risk and supplemental items, for a total contingency/supplemental amount of \$17,230,000.

The Project proceeded as planned with completion of the demolition of the existing bridge in June 2021. Per the approved schedule, the design-build contractor should have been able to mobilize for bridge construction in December 2022; however, the Project has experienced delays since demolition. The aggregate effect of third-party utility delays, ROW issues, and railroad intermodal yard facility relocation issues has delayed the Project by approximately 13 months. The cost associated with these delays is estimated at \$12,000,000, and is significantly higher than the contingency available.

Staff recommends increasing the contingency amount by \$12,000,000, bringing the total contingency/supplemental amount from \$17,230,000 to \$29,230,000, to allocate sufficient construction budget for the completion of the Project. The amount requested is within the balance of the Cooperative Agreement with the City.

*Entity: San Bernardino County Transportation Authority*

Board of Directors Metro Valley Study Session Agenda Item

March 14, 2024

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***Financial Impact:***

The Project is included in the adopted Budget for Fiscal Year 2023/2024 and funded with the City of San Bernardino's equitable share of Measure I Arterial Sub-program funds and City's Development Impact Fees, under Task No. 0860 (Arterial Projects), Sub-Task No. 0827 (Mount Vernon Viaduct).

***Reviewed By:***

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

***Responsible Staff:***

David Tan, Senior Project Manager

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Approved  
Board of Directors Metro Valley Study Session  
Date: March 14, 2024  
Witnessed By:

Contract No:	<u>18-1001966</u>	Amendment No.:	<u>1</u>
Contract Class:	<u>Payable</u>	Department:	<u>Project Delivery</u>
Vendor No.:	<u>03570</u>	Vendor Name:	<u>Traylor-Granite Joint Venture</u>
Description:	<u>Design Build Contract for Mount Vernon Viaduct</u>		

Dollar Amount							
Original Contract		\$	104,900,000.00	Original Contingency		\$	17,230,000.00
Prior Amendments		\$	-	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	-	Current Amendment		\$	12,000,000.00
Total/Revised Contract Value		\$	104,900,000.00	Total Contingency Value		\$	29,230,000.00
	Total Dollar Authority (Contract Value and Contingency)					\$	134,130,000.00

Board of Directors	Date: 04/03/2024	Committee	Item #
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Other Contracts	Sole Source?	No	No Budget Adjustment
Federal/State/Local	Design-Build		N/A

Estimated Start Date: 01/08/2020      Expiration Date: 12/31/2025      Revised Expiration Date:

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

QMP/QAP:

N/A

Prevailing Wage:

Yes

[illegible]

David Tan

Project Manager (Print Name)

Kristi Harris

Task Manager (Print Name)

Additional Notes:

## ***Minute Action***

### AGENDA ITEM: 6

***Date: March 14, 2024***

***Subject:***

Interstate 15 Corridor Freight and Express Lanes Project - Contract 1 Amendment No. 1 to Cooperative Agreement No. 23-1002843 with California Department of Transportation

***Recommendation:***

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

Authorize the Executive Director, or his designee, to execute Amendment No. 1 to Cooperative Agreement No. 23-1002843 with the California Department of Transportation for the construction phase of the Interstate 15 Corridor Freight and Express Lanes Project – Contract 1 (Project), upon approval as to form by SBCTA General Counsel, or her designee. Amendment No. 1 will increase the total Project costs by \$27,860,962, consisting of additional Surface Transportation Program funds of \$20,274,215 and Measure I Valley Freeway Program funds of \$7,586,747, and add landscape construction and maintenance responsibilities.

***Background:***

The Interstate 15 (I-15) Corridor Project will add auxiliary lanes to improve freight corridor movement and one to two express lanes in each direction on the I-15 from south of State Route (SR) 60 to Duncan Canyon Road. The Environmental Document (ED) for the I-15 Corridor Project was approved in December 2018. The I-15 Corridor Project will be delivered in multiple construction packages. The first construction package, known as the I-15 Corridor Freight and Express Lanes Project – Contract 1 (Project), will add auxiliary lanes at select locations in order to improve freight movement and reduce traffic congestion and one to two express lanes in each direction from south of SR 60 to north of Foothill Boulevard. Construction packages for portions north of Foothill Boulevard to Duncan Canyon Road will be developed in the future based on funding considerations.

In October 2023, the Project achieved the Ready-to-List milestone and received approval from California Department of Transportation (Caltrans) for Environmental Revalidation and Right-of-Way certification.

On November 15, 2023, San Bernardino County Transportation Authority (SBCTA) and Caltrans executed Cooperative Agreement No. 23-1002843 for the Project, defining roles, responsibilities, and funding associated with the construction phase.

The estimate used in the original Cooperative Agreement was prepared in March 2023 using the 95% level design plans. Since March 2023, the Project Construction Management team has conducted a budget review on the Project estimates and quantities and a constructability review on the Project plans and specifications. The unit price of the bid items was compared with recent bids to provide valuable insight into current market conditions, and the Project plans and specifications were checked for any potential conflicts, errors, and ambiguities in the design. As a result of these reviews, the Project costs have increased by approximately \$27.86 million to \$388.35 million. The amendment also addresses the landscape construction and maintenance responsibilities. The Cooperative Agreement executed with Caltrans in November 2023, did not

*Entity: San Bernardino County Transportation Authority*

## Board of Directors Metro Valley Study Session Agenda Item

March 14, 2024

Page 2

address the landscaping phase of the project. The amendment specifies that one year of plant establishment and two years of plant maintenance will be part of the Project. In anticipation of advertisement of the Project in spring 2024, staff is recommending SBCTA Board of Directors (Board) approve Amendment No. 1 to Cooperative Agreement No. 23-1002843 to update the funding table and spending summary to reflect the increase in Project costs and to add landscape construction and maintenance responsibilities.

Approval of this amendment is needed in order for SBCTA to proceed with advertising the construction contract of the Project. This amendment will be funded by additional Surface Transportation Program (STP) funds of \$20,274,215 and Measure I Valley Freeway Program funds of \$7,586,747. The increased STP funds were already programmed by staff as authorized by the Board in March 2023 to maximize Federal fund programming by June 30, 2023, in response to the Federal Corrective Action required of Southern California Association of Governments. Staff is recommending that the Board approve Amendment No. 1 to Cooperative Agreement No. 23-1002843 and authorize the Executive Director, or his designee, to execute upon approval as to form by SBCTA General Counsel, or her designee.

***Financial Impact:***

The Project is included in the adopted Budget for Fiscal Year 2023/2024 and funded with the Surface Transportation Funds Program funds and Measure I Valley Freeway Program funds, under Task No. 0820, Freeway Projects, Sub-Task No. 0831.

***Reviewed By:***

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

***Responsible Staff:***

David Tan, Senior Project Manager

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Approved  
Board of Directors Metro Valley Study Session  
Date: March 14, 2024

Witnessed By:

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San Bernardino County Transportation Authority

Contract No.: 23-1002843 Amendment No.: 1

Contract Class: Payable Department: Project Delivery

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

Description: I-15 Corridor Freight and Express Lanes Project - Amendment 1 to Construction Coop Agreement

List Any Related Contract Nos.:

Dollar Amount							
Original Contract		\$	5,517,200.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	(5,272,700.00)	Current Amendment		\$	-
Total/Revised Contract Value		\$	244,500.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	244,500.00

Board of Directors	Date: 04/03/2024	Committee	Item #
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Board of Directors	Date:	04/03/2024	Committee	Item #
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Other Contracts	Sole Source?	N/A	No Budget Adjustment
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Other Contracts	Sole Source?	N/A	No Budget Adjustment
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Local	Funding Agreement	N/A
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Estimated Start Date:	11/15/2023	Expiration Date:	12/31/2039	Revised Expiration Date:
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Estimated Start Date: 11/15/2023      Expiration Date: 12/31/2039      Revised Expiration Date:

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

Total Contract Funding:                      Total Contingency:

[illegible]

David Tan

Kristi L. Harris

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes: Amount of the CSS is the amount SBCTA will provide to Caltrans for Department Furnished Materials. Cooperative agreement also includes \$6,860,764 for Caltrans oversight that will be funded with Federal funds that Caltrans will access directly.

Agreement 08-1758 A-1  
 EA 0R801  
 Project No. 0820000075  
 08-SBD-015-0.0/7.4  
 08-RIV-015-48.9/52.3  
 SBCTA Contract No. 23-1002843

## **AMENDMENT NO. 1 TO AGREEMENT 08-1758(Draft)**

### **FOR**

### **CONSTRUCTION PHASE OF THE I-15 CORRIDOR FREIGHT AND EXPRESS LANES PROJECT – CONTRACT 1**

This Amendment No. 1 (AMENDMENT) to Agreement 08-1758 (AGREEMENT), effective \_\_\_\_\_ is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and :

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

### **RECITALS**

1. CALTRANS and SBCTA, collectively referred to as PARTIES, entered into an AGREEMENT on November 15, 2023, defining terms and conditions of the PROJECT to add two express lanes each way in the median, add auxiliary lanes at select locations, and other operational improvements on the Interstate 15, from south of Cantu-Galleano Ranch Road in Riverside County to north of Foothill Boulevard in San Bernardino County.
2. The AGREEMENT established FUNDING SUMMARY NO.1 AND SPENDING SUMMARY NO. 1. STP funds in the amount of \$6,702,484 in construction support and \$11,989,262 in construction capital. Local (CON) funds in the amount of \$34,092,573 in construction support and \$49,491,811 in construction capital. Local (TSP) funds in the amount of \$999,600 in construction support and \$9,843,297 in construction capital.
3. PARTIES now seek to increase the STP funds by \$158,280 in construction support and increase by \$20,115,935 in construction capital. Increase the Local (CON) funds by \$4,064,742 in construction support and increase by \$941,675 in construction capital. Increase the Local (TSP) funds by \$1,064,079 in construction support and increase by \$1,516,251 in construction capital. PARTIES also seek to add the plant establishment clauses in paragraph 42.1 in Construction.

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08-SBD-015-0.0/7.4  
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### **IT IS THEREFORE MUTUALLY AGREED**

1. A revised FUNDING SUMMARY NO. 02, is attached and made part of the AGREEMENT. Any reference to the FUNDING SUMMARY in the AGREEMENT is deemed to refer to the revised FUNDING SUMMARY NO. 02 attached herein.
2. Construction, Paragraph 42.1 is added to the AGREEMENT to read as follows:

As part of SBCTA's maintenance responsibilities, during construction of PROJECT and for the one (1) year plant establishment period and for the first two (2) years of the plant maintenance period following construction, SBCTA shall make all necessary arrangements with the local utility company for payment and billing of water supplied for PROJECT, after which time CALTRANS will make arrangements with the utility company to transfer billing and be responsible for payment of water supplied for PROJECT.
3. All other terms and conditions of the AGREEMENT shall remain in full force and effect.
4. This AMENDMENT is deemed to be included and made part of the AGREEMENT.



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## **SIGNATURES**

PARTIES are empowered by the law to enter into this AMENDMENT and have delegated to the undersigned the authority to execute this AMENDMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AMENDMENT.

This AMENDMENT may be executed and delivered in counterparts, and by each PARTY in a separate counterpart, each of which when so executed and delivered shall constitute an original and all of which taken together shall constitute one and the same instrument.

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

**STATE OF CALIFORNIA  
 DEPARTMENT OF  
 TRANSPORTATION**

HQ Accounting Supervisor

\_\_\_\_\_  
 Catalino A. Pining III  
 District Director

**Verification of funds and authority:**

\_\_\_\_\_  
 Corina Harriman  
 District Budget Manager

**Certified as to financial terms and  
 policies:**

\_\_\_\_\_  
 Darwin Salmos

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**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

(not for signature at this time)

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Raymond W. Wolfe  
Executive Director

**Approved as to form:**

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Juanda L. Daniel  
Assistant General Counsel

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## FUNDING SUMMARY NO. 02

<u>FUNDING TABLE</u>					
<u>IMPLEMENTING AGENCY →</u>			<u>SBCTA</u>		Totals
Source	Party	Fund Type	CONST. SUPPORT	CONST. CAPITAL	
STATE	CALTRANS	SB1/TCEP-State	0	66,539,000	66,539,000
STATE	SBCTA	STIP/RIP	0	72,274,000	72,274,000
STATE	SBCTA	SB1/LPP-Formula	0	11,554,000	11,554,000
STATE	SBCTA	SB1/TCEP-Local	0	52,200,000	52,200,000
LOCAL-FEDERAL	SBCTA	HIP	0	2,506,276	2,506,276
LOCAL-FEDERAL	SBCTA	STP	6,860,764	32,105,197	38,965,961
LOCAL-FEDERAL	SBCTA	CMAQ	0	41,536,651	41,536,651
LOCAL	SBCTA	Local <sup>M(CON)</sup>	38,157,315	50,433,486	88,590,801
LOCAL	SBCTA	Local EEP	379,596	379,596	759,192
LOCAL	SBCTA	Local TSP	2,063,679	11,359,548	13,423,227
Totals			47,461,354	340,887,754	388,349,108

<sup>M</sup>Non-federal match

Agreement 08-1758 A-1  
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<b><u>SPENDING SUMMARY</u></b>					
Fund Type	CONST. SUPPORT		CONST. CAPITAL		Totals
	CALTRANS	<u>SBCTA</u>	<u>SBCTA</u>	DFM	
				CALTRANS	
STIP/RIP (CON)	0	0	72,274,000	0	72,274,000
SB1/TCEP-State (CON)	0	0	66,539,000	0	66,539,000
SB1/LPP-Formula (CON)	0	0	11,554,000	0	11,554,000
SB1/TCEP-Local (CON)	0	0	52,200,000	0	52,200,000
HIP (CON)	0	0	2,506,276	0	2,506,276
STP (CON)	6,860,764	0	32,105,197	0	38,965,961
CMAQ (CON)	0	0	41,536,651	0	41,536,651
Local (CON)	0	38,157,315	50,188,986	244,500	88,590,801
Local (EEP)	0	379,596	379,596	0	759,192
Local (TSP)	0	2,063,679	11,359,548	0	13,423,227
<b>Totals</b>	6,860,764	40,600,590	340,643,254	244,500	388,349,108

## **Funding**

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

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

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

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

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

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

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

6. In accordance with the CALTRANS Federal-Aid Project Funding Guidelines, PARTIES must obtain approval from the Federal Highway Administration prior to any PROJECT funding changes that that will change the federal share of funds.
7. Notwithstanding the terms of this AGREEMENT, PARTIES agree to abide by the funding guidelines for all contributed funds that are programmed and allocated by the CTC.

### **Invoicing and Payment**

8. PARTIES will invoice for funds where the SPENDING SUMMARY shows that one PARTY provides funds for use by another PARTY. PARTIES will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, SBCTA will pay invoices within five (5) calendar days of receipt of invoice.
9. If SBCTA has received EFT certification from CALTRANS, then SBCTA will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
10. CALTRANS will draw from state and federal funds that are provided by SBCTA without invoicing SBCTA when CALTRANS administers those funds and CALTRANS has been allocated those funds by the CTC and whenever else possible.
11. When a PARTY is reimbursed for actual cost, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTIES will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTIES will invoice or refund as necessary to satisfy the financial commitments of this AGREEMENT.

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

CONSTRUCTION Support

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

CONSTRUCTION Capital

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

Department Furnished Materials (DFM)

16. CALTRANS will invoice and SBCTA will reimburse for actual costs incurred and paid.
17. CALTRANS will invoice SBCTA for a \$100,000 initial deposit after execution of this AGREEMENT and forty-five (45) working days prior to the commencement of expenditures. This deposit represents one (1) month's/two (2) months' estimated costs.

## ***Minute Action***

### AGENDA ITEM: 7

***Date:*** March 14, 2024

***Subject:***

Interstate 10 Corridor Freight and Express Lanes - Contract 2 Award for Construction Management Services

***Recommendation:***

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

A. Approve Contract No. 23-1002960 with SYRUSA Engineering, Inc. to provide Construction Management Services for the Interstate 10 Corridor Freight and Express Lanes Project – Contract 2, in an amount not-to-exceed \$69,991,428.42, to be funded with Measure I Freeway Program funds.

B. Approve contingency in an amount not-to-exceed \$6,999,143.00, to be funded with Measure I Freeway Program funds, for Contract No. 23-1002960 to be released in accordance with SBCTA Contracting and Procurement Policy No. 11000.

C. Approve an exception to Contracting and Procurement Policy No. 11000, Contract Term, Section IV.B.4, for a seven-year contract duration upon execution of the Contract.

***Background:***

On July 6, 2022, the San Bernardino County Transportation Authority (SBCTA) awarded the design services contract to initiate the Plans, Specifications and Estimates (PS&E) phase of the Interstate 10 (I-10) Corridor Freight and Express Lanes Project – Contract 2 (Project). The Project will include a single express lane in the median in each direction from Interstate 15, in the City of Ontario, to Pepper Avenue, in the City of Colton.

The Project is currently in the final design phase with a target for design approval in summer 2024. In anticipation of the completion of the 95% plans in spring 2024, staff is recommending that the Construction Management (CM) firm be brought on board to perform constructability reviews and provide construction feedback prior to completion of the PS&E package and subsequent advertisement for construction.

On November 15, 2023, five proposals were received from the following firms (in alphabetical order) by the date and time specified in the Request for Proposals (RFP). Staff reviewed each submittal and deemed each proposal responsive to the requirements outlined in the RFP.

1. ABA Global Inc.
2. AECOM Technical Services, Inc.
3. FALCON Engineering Services, Inc.
4. SYRUSA Engineering, Inc.
5. WSP USA, Inc.

The Evaluation Committee was comprised of three SBCTA staff members and one California Department of Transportation (Caltrans) staff member. Each committee member thoroughly reviewed each proposal and independently scored each firm based on the following evaluation

*Entity: San Bernardino County Transportation Authority*



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criteria; Qualifications of the Firm - 30%, Proposed Staffing and Project Organization - 30%, and Work Plan - 40%. The Evaluation Committee members met on November 29, 2023, and ranked the firms based on total score. At the completion of discussions, four firms were invited to interview. On December 5, 2023, the following firms were interviewed:

1. AECOM Technical Services, Inc.
2. FALCON Engineering Services, Inc.
3. SYRUSA Engineering, Inc.
4. WSP USA, Inc.

After careful consideration, the Evaluation Committee ranked SYRUSA Engineering, Inc. (SYRUSA), as the best qualified firm for the Project and recommended CM Services Contract No. 23-1002960 be awarded to SYRUSA.

Staff is requesting authorization from the SBCTA Board of Directors (Board) to award Contract No. 23-1002960 for CM Services for the Project. Staff is also requesting an exemption from Contracting and Procurement Policy No. 11000, Contract Term, Section IV.B.4, which limits contract terms to five years, to allow for a seven-year contract duration to cover the construction durations for segments 2A and 2B, the Toll System Provider contract, as well as contingency for a longer turnaround time for close-out activities. This contract will be funded with Measure I Freeway Program funds.

***Financial Impact:***

This Project is included in the adopted Budget for Fiscal Year 2023/2024 and funded with Measure I Freeway Program funds under Task No. 0820 Freeway Projects, Sub-Task No. 0821 I-10 Corridor Project - Contract 2.

***Reviewed By:***

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

***Responsible Staff:***

Sal Chavez, Project Delivery Manager

Approved  
Board of Directors Metro Valley Study Session  
Date: March 14, 2024

Witnessed By:



**CONTRACT 23-1002960****BY AND BETWEEN****SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY****AND****SYRUSA ENGINEERING, INC.****FOR****CONSTRUCTION MANAGEMENT SERVICES FOR I-10 CORRIDOR FREIGHT AND EXPRESS LANES PROJECT - CONTRACT 2**

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 SYRUSA Engineering, Inc., ("CONSULTANT"), whose address is: 255 W. Central Avenue, Suite 204, Brea, CA 92821. SBCTA and CONSULTANT are each a "Party" and collectively the "Parties".

**RECITALS:**

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

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

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

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

**ARTICLE 1. INTRODUCTION**

- 1.1 The work to be performed under this Contract is described in Exhibit A, entitled "Scope of Work", and the CONSULTANT's Approved Cost Proposal dated January 24, 2024 (Exhibit B). If there is any conflict between the Approved Cost Proposal and the Contract Articles, the Contract Articles take precedence.

- 1.2 CONSULTANT agrees to indemnify and hold harmless SBCTA, its officers, agents and employees from any and all claims, demands, costs, or liability arising from or connected with the services provided hereunder due to negligent acts, errors, or omissions of the CONSULTANT. CONSULTANT will reimburse SBCTA for any expenditure, including reasonable attorney fees, incurred by SBCTA in defending against claims ultimately determined to be due to negligent acts, errors, or omissions of the CONSULTANT.
- 1.3 CONSULTANT and the agents and employees of CONSULTANT, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of SBCTA.
- 1.4 Without the written consent of SBCTA, this Contract is not assignable by CONSULTANT, either in whole or in part.
- 1.5 No alteration or variations of the terms of this Contract shall be valid unless made in writing and signed by the Parties hereto; and no oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- 1.6 The consideration to be paid to CONSULTANT as provided herein shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.
- 1.7 The SBCTA Project Manager for this Contract is Khalid Bazmi, or such other designee as shall be designated in written notice to CONSULTANT from time to time by the Department Director of SBCTA or his or her designee. The SBCTA 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 **April 8, 2024**, 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 **April 7, 2031**, unless extended by written amendment.
- 4.2 CONSULTANT is advised that any recommendation for contract award is not binding on SBCTA until the Contract is fully executed and approved by SBCTA's Awarding Authority.

#### ARTICLE 5. ALLOWABLE COSTS AND PAYMENTS

- 5.1 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.

Escalation shall be at a specific rate, as shown on the Bureau of Labor Statistics Employment Cost Index for Total Compensation for private industry workers, Table 5, Private Industry Workers, Occupational Group "Professional and Related" or its successor. The Employment Cost Index will be annually adjusted, apply to total benefits for the private industry economic sector and not be seasonally adjusted, but will include a 12-month percent change. Escalation shall commence as of January 1, 2025, and shall be applied each January 1st for the term of the Contract.

- 5.2 In addition to the allowable incurred costs, SBCTA will pay CONSULTANT a fixed fee of **\$3,218,207.71**. 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-submissio>
- 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 **\$69,991,428.42**.
- 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 Work under the Contract, CONSULTANT may request review by SBCTA's Executive Director of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

13.3 Neither the pendency of a dispute nor its consideration by SBCTA's Executive Director, will excuse CONSULTANT from full and timely performance in accordance with the terms of this Contract.

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

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

14.2 Not later than 30 days after issuance of final audit report, CONSULTANT may request a review by SBCTA's Chief Financial Officer of unresolved audit issues. The request for review must be submitted in writing.

14.3 Neither the pendency of a dispute nor its consideration by SBCTA will excuse CONSULTANT from full and timely performance in accordance with the terms of this

Contract.

## **ARTICLE 15. SUBCONTRACTING**

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

## **ARTICLE 16. EQUIPMENT PURCHASE**

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

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

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

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

## **ARTICLE 18. SAFETY**

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

## **ARTICLE 19. INSURANCE**

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

19.1.1 Professional Liability. The policies must include the following:

- A limit of liability not less than \$3,000,000 per claim
- An annual aggregate limit of not less than \$5,000,000
- 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 **\$10,000,000 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.
  - \$10,000,000 per occurrence limit for property damage or bodily injury
  - \$1,000,000 per occurrence limit for personal injury and advertising injury
  - \$10,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 10 01) if SBCTA’s Risk Manager determines it is in SBCTA’s best interests to require such coverage,
- If a general aggregate applies, it shall apply separately to this project/location. The project name must be indicated under “Description of Operations/Locations” (ISO Form CG 25 03 or CG 2504).

- Coverage is to be on an “occurrence” form. “Claims made” and “modified occurrence” forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

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

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

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

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

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

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

19.1.5 Commercial Auto. The policy must include the following:

- A total limit of liability of not less than **\$5,000,000** each accident. This total limits of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article.
- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONSULTANT services.
- Combined Bodily Injury and Property Damage Liability insurance  
The commercial automobile liability insurance shall be written on the most recent



edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

#### 19.1.6 Pollution Liability. Intentionally Omitted

#### 19.1.7 Cyber Liability Insurance. Appropriate to the Consultant's profession and work hereunder, with limits not less than \$1,000,000 per occurrence.

- Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security.
- The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
- The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of SBCTA in the care, custody, or control of the CONSULTANT. If not covered under the CONSULTANT's liability policy, such "property" coverage of SBCTA may be endorsed onto the CONSULTANT's Cyber Liability Policy as covered property as follows:
- Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of SBCTA that will be in the care, custody, or control of CONSULTANT.

#### 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. If there is no work near an active railway then this coverage is not required.**
- In such a case, the policy shall be in amounts and coverages and from issuers, acceptable to SBCTA's Risk Manager in his/her sole discretion.
- Depending on facts and circumstances, and the terms and conditions of the policy involved, SBCTA's Risk Manager may choose to find that the CONSULTANT satisfactorily meets this requirement by obtaining one of the following: a) an acceptable Railroad Protective Liability specific policy; b) a waiver of any railroad liability exclusion from the CONSULTANT's existing general liability policy; or c) acceptable general liability insurance without a railroad exclusion.

### 19.2 General Provisions

#### 19.2.1 Qualifications of Insurance Carriers. If policies are written by insurance carriers authorized and admitted to do business in the state of California, then the insurer carriers must have a current A.M. Best rating of A-VIII or better and if policies are

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

- 19.2.2 No Representations or Warranties. SBCTA makes no representation or warranty that the coverage, limits of liability, or other terms specified for the insurance policies required under this contract are adequate to protect the CONSULTANT against its undertakings under this Contract or its liability to any third party, nor will they preclude SBCTA from taking any actions as are available to it under this Contract or otherwise at law.
- 19.2.3 Additional Insured Coverage. All policies, except those for Workers' Compensation and Professional Liability insurance, shall be endorsed by ISO Form CG 20 10 11 85, or if not available, then ISO Form CG 20 38, to name San Bernardino County Transportation Authority, California Department of Transportation, City of Ontario, City of Rialto, City of Colton, City of Fontana, San Bernardino County 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 indemnitee to vicarious liability but shall allow coverage for indemnitees to the fullest 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 insurance@gosbcta.com to the attention of SBCTA's Risk Manager, 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 Contract amendment.

- 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 professional liability, 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, California Department of Transportation, City of Ontario, City of Rialto, City of Colton, City of Fontana, San Bernardino County and each of its officers, employees, agents and volunteers from any and all losses, damages, liability, actions, and/or costs for claims that arise out of, pertain to, or are related to the negligence, recklessness, or willful misconduct of the design professional to the maximum extent permitted by Civil Code Section 2872.8.

- 20.2 For all other Work and obligations, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA, California Department of Transportation, City of Ontario, City of Rialto, City of Colton, City of Fontana, San Bernardino County and each of its officers, employees, agents and volunteers ("Indemnitees") from any and all claims, actions, losses, damages and/or liability (Claims) arising out of or related to any act or omission of CONSULTANT or any of its officers, employees, agents, subconsultants or volunteers, and for any costs or expenses incurred by Indemnitees on account of any such Claims except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of

Indemnitees. CONSULTANT's indemnification obligation applies to Indemnitees' "active" as well as "passive" negligence, but does not apply to Indemnitees' "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.

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

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

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

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

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

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

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

- 27.1 CONSULTANT shall be responsible for the professional quality, technical accuracy, and the assurance of compliance with all applicable federal, State, and local laws and regulations, and other Work furnished by the CONSULTANT under the Contract. The Contract includes reference to the appropriate standards for design or other standards for Work performance stipulated in the Contract.
- 27.2 In addition to any other requirements of this Contract or duties and obligations imposed on CONSULTANT by law, CONSULTANT shall, as an integral part of its Work, employ quality control procedures that identify potential risks and uncertainties related to scope, schedule, cost, quality and safety of the Project and the Work performed by CONSULTANT within the areas of CONSULTANT's expertise. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impact on adjacent properties, public safety, and environmental considerations. At any time during performance of the Scope of Work, should CONSULTANT observe, encounter, or identify any unusual circumstances or uncertainties, which could pose potential risk to SBCTA or the Project. CONSULTANT shall immediately document such matters and notify SBCTA in writing. CONSULTANT shall also similarly notify SBCTA as to the possibility of any natural catastrophe, potential failure, or any situation that exceeds environmental, design, and/or construction assumptions and could precipitate a failure of any structure or other part of the Project. Notifications under this paragraph shall be specific, clear and timely, and in a form which enables SBCTA to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.



- 27.3 INTENTIONALLY OMITTED.
- 27.4 INTENTIONALLY OMITTED.
- 27.5 INTENTIONALLY OMITTED.
- 27.6 INTENTIONALLY OMITTED.

## **ARTICLE 28. TECHNICAL DIRECTION**

- 28.1 Performance of Work under this Contract shall be subject to the technical direction of the SBCTA Project Manager identified in this Contract 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. The SBCTA 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 the SBCTA 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 the SBCTA Project Manager.
- 28.5 CONSULTANT shall proceed promptly with the performance of Technical Direction issued by the SBCTA 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 the SBCTA 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>
Gerardo “Jerry” De Santos, PE	Project Manager
Jose Corona, PE	Resident Engineer
Faisal Zahlout, PE, QSD	Structural Representative

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

## **ARTICLE 34. STATE PREVAILING WAGE RATES**

- 34.1 CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code Section 1770, and all Federal, State, and local laws and ordinances applicable to the Work attached hereto as Exhibit C.



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

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

- 35.1 CONSULTANT shall disclose any financial, business, or other relationship with SBCTA that may have an impact upon the outcome of this Contract, or any ensuing SBCTA construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this Contract, or any ensuing SBCTA construction project, which will follow.
- 35.2 CONSULTANT hereby certifies that it does not now have, nor shall it acquire, any financial or business interest that would conflict with the performance of services under this Contract. CONSULTANT agrees that it presently has no interest, financial or otherwise, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Work required under this Contract or be contrary to the interests of SBCTA as to the Project. CONSULTANT further agrees that in the performance of this Contract no person having any such interest shall be employed. CONSULTANT is obligated to fully disclose to SBCTA, in writing, any conflict of interest issues as soon as they are known to CONSULTANT. CONSULTANT agrees that CONSULTANT 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, its employees, nor any firm affiliated with CONSULTANT providing services on this project prepared the Plans, Specifications, and Estimate for any construction project included within this Contract. An affiliated firm is one subject to the control of the same persons through joint ownership or otherwise.
- 35.5 CONSULTANT further certifies that neither CONSULTANT nor any firm affiliated with CONSULTANT will bid on any construction subcontracts included within the construction contract. Additionally, CONSULTANT certifies that no person working under this Contract is also employed by the construction contractor for any project included within this Contract.
- 35.6 Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing services on this Contract shall have provided services on the design of any project included within this Contract.

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

CONSULTANT warrants that this Contract was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any SBCTA employee. For breach or

violation of this warranty, SBCTA shall have the right in its discretion; to terminate the Contract without liability; to pay only for the value of the Work actually performed; or to deduct from the Contract price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

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

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

<b>To SYRUSA Engineering, Inc.</b>	<b>To SBCTA</b>
<b>3281 East Guasti Road Suite 700-#7000</b>	<b>1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor</b>
<b>Ontario, CA 91761</b>	<b>San Bernardino, CA 92410-1715</b>
<b>Attn: Gerardo De Santos</b>	<b>Attn: Khalid Bazmi</b>
<b>Email: gdesantos@syrusaengineering.com</b>	<b>Email: kbazmi@gosbcta.com</b>
<b>Phone: (714)784-6700</b>	<b>Phone: (909) 884-8276</b>
<b>2<sup>nd</sup> Contact:</b>	<b>Copy: Procurement Manager</b>
<b>Email:</b>	<b>Email: procurement@gosbcta.com</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-----

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

**SYRUSA ENGINEERING, INC.**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Jose Corona  
Chief Executive Officer

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

By: \_\_\_\_\_  
Dawn M. Rowe  
President, Board of Directors

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

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Mary Zahlout  
Chief Financial Officer, Secretary

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

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

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

**CONCURRENCE**

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

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

## **EXHIBIT A – “SCOPE OF WORK”**

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## A. DESCRIPTION OF SERVICES

The San Bernardino County Transportation Authority (SBCTA) will utilize the services of CONSULTANT to support the construction activities for the Project. The CONSULTANT will provide construction management, materials testing, construction surveying and source inspection, landscape inspection and assist in public outreach for the Project. A description of the Project is given below. Reference Project Environmental Reports on the SBCTA website for more detail information:

<https://www.gosbcta.com/wp-content/uploads/2019/09/I-10-CP-FinalEIR-EIS.pdf>

### **Project General Description:**

The San Bernardino County Transportation Authority (“SBCTA”) is seeking professional services for the construction management for the Interstate 10 (I-10) Corridor Freight and Express Lanes Project – Contract 2 (“Project”) which would extend from Interstate 15, in the City of Ontario to Pepper Avenue, in the City of Colton, a length of 11 miles connecting to the I-10 Corridor Contract 1 express lanes currently under construction. SBCTA Sales Tax Measure I funds, State Transportation Improvement Program (STIP) will be used to cover the cost of this work. It is anticipated that the construction phase will be split in two contract phases 2A and 2B as follows:

2A I-15 to Sierra Avenue ; 2B from Sierra Avenue to Pepper Avenue

The Project will provide one express lane in each direction in the median from Interstate 15 (I-15), in the City of Ontario to Pepper Avenue, in the City of Colton.

The project will improve eastbound acceleration lanes between Cherry Avenue and Citrus Avenue; and Sierra Avenue to Cedar Avenue and add auxiliary lanes in both directions from Riverside Avenue to Pepper Avenue.

The Project includes interchange ramp modifications at Etiwanda Avenue, Cherry Avenue, Citrus Avenue, Sierra Avenue, Cedar Avenue, Riverside and Pepper Avenue.

The Project will include structure widening, replacement, or abandonment at Day Creek Channel (widen); Etiwanda Wash (widen); Valley Blvd exit ramp undercrossing(widen); Etiwanda-San Sevaine Channel (widen); Etiwanda-San Sevaine Channel Ramp (replacement); Kaiser Spur Overhead(widen); San Sevaine Creek(abandonment); and Mulberry Creek (abandonment)

This Project will include both the roadway work as well as toll collection system layout and infrastructure. The toll collection system design requirements will be prepared by the SBCTA toll system provider (TSP); however, extensive coordination will be required with the TSP, and the toll collection system design will be incorporated into the final design plans developed under the design contract.

## Services

Services are anticipated to generally include, but are not limited to the following: participation in the evaluation of scheduling of the proposed Project; constructability review; construction Project advertising, bid analysis, and award; construction inspection; construction surveying, materials testing, landscape inspection, contractor interface and contract administration; office engineering; and other assorted duties as appropriate in managing construction of a Caltrans and city roadway improvement project.

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

The Resident Engineer assigned for this Project shall be licensed as a Professional Civil Engineer in the State of California at the time of proposal submittal through the duration of the contract. The Consultant is expected to provide a Structures Representative, Assistant Structures Representative, Structures Inspectors, Survey Project Manager, Materials Testing/Source Inspection Project Manager, and Landscape Architect to administer the construction support services requested herein and to assign qualified field personnel to perform the requested services.

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

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

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

SBCTA anticipates that the contract duration will be approximately 30 months plus six months for close out for each of the phases. Preconstruction services for contract 2A and 2B anticipated to start in June 2024 and December 2024 respectively. Construction for phases 2A and 2B is anticipated to start in June 2025 and December 2025 respectively. The estimated construction capital cost of the project for both phases is approximately \$637 million.

### **Mr. Khalid Bazmi, Construction Manager**

The CONSULTANT shall report to and receive direction from SBCTA through the Construction Manager, or his designees. The SBCTA Construction Manager is responsible for coordination of all SBCTA construction activities and for coordinating the efforts of the

total construction team. The SBCTA Construction Manager will be the main contact and primary source of information between SBCTA, cities, outside agencies, supporting consultants and the public for the construction Projects.

## B. PERFORMANCE REQUIREMENTS

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

CONSULTANT shall also furnish Resident Engineer(s) and Structures Representative(s) and supporting teams for both phases of the Project. The Resident Engineer shall be assigned to direct and coordinate construction activities under this contract. Other Assistant Resident Engineers may be assigned to each specific Project responsibilities as needed. The Resident Engineer shall be a Civil Engineer registered in the State of California and shall be in responsible charge of construction management and construction activity within the Project.

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

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

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

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

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

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

CONSULTANT shall follow the latest State Highway Procedures DBE Commercially Useful Function (CUF) Compliance and monitoring guide requirements per link below:

<https://dot.ca.gov/-/media/dot-media/programs/construction/documents/labor-compliance/dbe-cuf-compliance-and-monitoring-guide-all.pdf>

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

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

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

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

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

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

CONSULTANT shall be responsible for finalizing a Source Inspection Quality Management Plan (SIQMP) to match the Project requirements, assist SBCTA in gaining Caltrans approval, and manage the SIQMP. The SIQMP shall meet SBCTA and Caltrans requirements.

CONSULTANT shall provide Structural Materials Representative (SMR), Steel inspectors, Non-destructive Steel Inspectors, Coating Inspectors, Precast Concrete Inspectors and other source inspectors as needed.

All CONSULTANT personnel will be knowledgeable of, and comply with, all applicable local, state, and federal regulations. All personnel shall cooperate and consult with SBCTA during the course of the contract; and perform other duties as may be required to assure that the construction is being performed in accordance with the Project plans and specifications. CONSULTANT's personnel will keep records and document the work as directed by the Resident Engineer.

All services required herein will be performed in accordance with Caltrans regulations, policies, procedures, manuals, and standards.

**Construction Surveying:** CONSULTANT will furnish surveying crew(s) to perform construction surveys for the Project. The number of survey crew(s) assigned to the Project may vary throughout the duration of the construction contract to meet the Project needs. CONSULTANT personnel will be assigned as needed by the Resident Engineer to meet the schedule of the construction contractor.

Construction surveying services will be provided on an on-call basis. It is the intent of SBCTA to maintain a consistency of construction survey quality throughout each phase of each project. Therefore, CONSULTANT is encouraged to provide the same field personnel for the duration of construction. It is important that the Field Party Chief(s) assigned to a project be completely familiar with the survey requirements and the assignments for the Project.

Construction surveying will not be performed when conditions such as weather, traffic, and other factors prevent safe and efficient operation.

CONSULTANT personnel will:

- Be knowledgeable of, and comply with all, applicable local, Caltrans, state, and federal regulations.
- Cooperate and consult with SBCTA officials during the course of the contract.
- Perform duties as may be required to assure construction is performed in accordance with the Project plans and specifications.
- Keep records and document work as directed by SBCTA Construction Manager.

All services required herein will be performed in accordance with Caltrans regulations, policies, procedures, manuals, and standards.

## C. DUTIES AND RESPONSIBILITIES

### 1. Pre-construction Services

a. Schedule

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

b. Budget

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

c. Constructability Review

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

2. Bid Process

a. Bid Documents

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

- 1) Review of bid documents
- 2) Preparation of bid tabulations and recommendation(s)

b. Pre-construction Meetings

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

c. Contract Award

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

- 1) Review of bid for completeness and responsiveness
- 2) Perform bid analysis
- 3) Development of contractor payment schedules, and other procedural items.
- 4) Checking Contractor references, licenses, insurance, and sureties.



- 5) Coordination with prospective Contractor for award of construction contract(s).

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

3. Project Administration

- a. CONSULTANT shall administer Project construction contracts using Caltrans Construction Manual as a guideline.
- b. CONSULTANT shall conduct regular Project coordination meetings with Contractor, SBCTA, local agencies, and design engineer, as appropriate.
- c. CONSULTANT shall prepare Contractor progress payments and maintain payment records and supporting documentation. All progress payments shall be reviewed by SBCTA for approval.
- d. CONSULTANT shall provide reports as needed to comply with specific funding requirements.
- e. CONSULTANT shall establish and maintain Project records in accordance with the Caltrans Construction Manual. Project record keeping shall include, but are not limited to, correspondence, memoranda, contract documents, change orders, claims, SBCTA and engineer directives, meeting minutes, shop drawings, supplementary drawings, and requests for payment. CONSULTANT shall maintain a record of the names, addresses, and telephone and fax numbers of the Contractors, subcontractors, and principal material suppliers.
- f. CONSULTANT shall establish and maintain a filing system in hard copies files and in electronic forms for each Project using the Caltrans Construction Manual as a guideline. Electronic data documentation will be required to be uploaded weekly to SBCTA. Laserfiche Repository per SBCTA IS Instruction 1004. Instructions, account and training will be provided by SBCTA.
- g. CONSULTANT shall provide a technical review of the Contractors' CPM construction schedules, within 5 days of Contractor's submittal, on an ongoing basis, alert SBCTA to conditions that may lead to delays in completion of the Project, and advise SBCTA of the necessary corrections or revisions for contract compliance.
- h. CONSULTANT shall prepare and submit a monthly Activity Summary Report for the Project in a format approved by SBCTA. The activity report shall include among other items status of SWPPP issues, RFIs, contract change orders, and notice of potential claims; construction activities completed, ongoing, and upcoming; status of Project budget and schedule, and other

highlights and critical issues.

- i. CONSULTANT shall review and ensure compliance with environmental requirements.
- j. CONSULTANT shall participate in partnering sessions with the Contractor, SBCTA, and Local Agencies, as required.
- k. CONSULTANT shall ensure that the Project meets all provisions of the SBCTA Construction Materials Quality Assurance Program and Caltrans Quality Assurance Program Manual.
- l. CONSULTANT shall review Contractors' certified payroll records and ensure compliance with the requirements of the construction contract.
- m. CONSULTANT shall monitor and track DBE Commercially Useful Function requirements per Caltrans requirements stated under "Performance Requirements" of this RFP
- n. CONSULTANT shall ensure that the Project meets all provisions of the Storm Water Pollution Prevention Plan (SWPPP).
- o. CONSULTANT shall assure that the Project meets all applicable regulations of the Air Quality Management District (AQMD) and State Water Resource Control Board (SWRCB).
- p. CONSULTANT shall maintain redlined as-built plans on an ongoing basis throughout the duration of the Project. Redlined plans shall show all changes made to the original contract plans, each change identified with the name of the approver, date of change approval, and CCO number, if applicable

4. Construction Coordination

- a. CONSULTANT shall provide a minimum of one qualified Resident Engineer to effectively manage the Project.
- b. CONSULTANT Resident Engineer shall act as a prime point of contact between Contractor, SBCTA, CONSULTANT's construction surveyor, CONSULTANT's materials inspector, and utility companies. CONSULTANT may, when requested by SBCTA, act as point of contact between design engineers, cities, and the public. CONSULTANT shall ensure coordination with property owners adjacent to Project right-of-way to ensure timely communication regarding property-condition survey and construction activities and scheduling.
- c. CONSULTANT shall maintain regular contact with SBCTA's Construction Manager.



- d. CONSULTANT shall coordinate utility relocations with utility companies and their designees, as well as the utility inspector.
- e. CONSULTANT shall proactively review Project plans and special provisions for possible errors and deficiencies prior to construction of any specific element and report such findings to SBCTA. Should SBCTA determine that changes are necessary, CONSULTANT shall assist in implementation and processing of change orders in accordance with contract documents.
- f. CONSULTANT shall proactively review Project plans and special provisions; monitor, coordinate, and track construction progress schedule and RFIs; and communicate with various agencies prior to construction of any specific elements to ensure the Project proceeds on schedule and according to the order of work in the plans and special provisions. CONSULTANT shall expedite work, as required, to maintain schedule in conjunction with the overall construction staging program.
- g. CONSULTANT shall coordinate review of shop drawings and Requests for Information (RFI) with the SBCTA Construction Manager. CONSULTANT shall log and track all submittals and requests.
- h. CONSULTANT shall provide a qualified SWPPP Coordinator who along with the Resident Engineer shall review and certify contractor prepared Storm Water Pollution Prevention Plans (SWPPP) and coordinate approval with SBCTA and the State Water Resource Control Board. The SWPPP Coordinator shall be at a minimum a Qualified Storm Water Pollution Prevention Plan (SWPPP) Developer (QSD) and a Qualified SWPPP Practitioner (QSP). CONSULTANT shall provide at a minimum weekly SWPPP monitoring and shall cooperate with all monitoring agency inspections and field reviews.
- i. CONSULTANT shall coordinate the implementation of any changes with the SBCTA Construction Manager and the design engineer.
- j. CONSULTANT shall review and approve falsework and shoring plans.
- k. CONSULTANT shall review and approve Traffic Control Plans and forward to SBCTA for Caltrans/City/County approvals, as necessary.
- l. CONSULTANT shall coordinate all Project construction activities with other on-going projects within and adjacent to the Project limits.

5. Construction Inspection

- a. CONSULTANT shall coordinate all required inspections necessary for the Project. CONSULTANT shall ensure that appropriate City and local agencies are notified and present as required throughout the Project. CONSULTANT shall notify SBCTA immediately regarding any directives, recommendations, notices, etc. received from agencies other than SBCTA.

- b. CONSULTANT shall perform daily on-site observations, and shall provide daily reports, with photos, of the progress and quality of construction to determine if the work being performed is in general conformance with the contract documents, all applicable laws, codes, and ordinances.
- c. CONSULTANT shall exercise reasonable care and diligence to discover and promptly report to SBCTA any and all defects or deficiencies in the materials or workmanship used in the Project.
- d. CONSULTANT personnel assigned to the Project shall be thoroughly familiar with Caltrans Standard Specifications, Caltrans Standard Plans, Caltrans Erosion Control and Highway Planting requirements, safety standards and State Water Resources Control Board requirements. CONSULTANT personnel shall have the ability to read and interpret construction plans and specifications. CONSULTANT personnel shall also have knowledge of State of California Construction Safety Orders (CalOSHA) and traffic control practices as specified in the Work Area Traffic Control Handbook (WATCH). In addition, CONSULTANT personnel shall be thoroughly familiar with the construction requirements of Caltrans' Storm Water Pollution Prevention Program.
- e. Assignments to be performed by CONSULTANT personnel shall include, but are not limited to, the following:
  - i. Paving and subgrade inspection, sub-surface & finish surface drainage inspection, structures and foundation inspection, electrical inspection for traffic, ramp meter and irrigation control equipment, signing and striping inspection, quantity calculations, checking grade and alignment, construction traffic control inspection, soil amendments and plant material identification & quality control, hardscape inspection, trenching & irrigation inspection and duties that may be required to determine that construction of the Project is being performed in accordance with the contract documents.
  - ii. Identifying actual and potential problems associated with the Project and recommending sound engineering solutions.
  - iii. Identifying common plant diseases and/or pests together with their respective eradication techniques, directing of plant adaptability requirements along with proper planting & pruning techniques, and avoiding potential problems associated with the Project by recommending sound engineering solutions.
  - iv. Perform basic sampling of construction materials in the field per California Test Method 105 and 125 by both the prime and subconsultant personnel.
  - v. Maintaining awareness of safety and health requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions for the protection of the public and Project personnel.

- vi. Preparing complete and accurate daily reports, calculations, Project records, payment quantity documents, reports, and correspondence related to Project activities.
- vii. Preparing construction sketches, drawings, and cross-sections, as necessary.
- viii. Assisting in the preparation of as-built plans.
- ix. Providing inspections for environmental compliance as well as ECR tracking.
- x. Maintaining awareness of water discharge requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions.
- xi. Monitoring Contractors' compliance with applicable regulations required by AQMD.
- xii. Other duties as may be required or reasonably requested.

## 6. Project Support

### a. Construction Surveys

CONSULTANT shall perform construction surveying services, field calculations, and home office calculations to support construction of the Project. CONSULTANT may be requested to review available survey data, construction plans, and right-of-way plans to confirm compatibility and to identify discrepancies prior to and during construction of proposed projects. The Resident Engineer will assign survey work to the CONSULTANT as needed by issuing a "Request for Survey Services". Requests may include, but not be limited to, the following types of surveys and related services:

#### 1) Construction Surveys

CONSULTANT shall perform construction staking and calculations as needed.

- a) Survey calculations and adjustments shall be performed with established and computed coordinates based on the California Coordinate System.
- b) Cross-section data collection shall be performed by conventional and terrain line interpolation survey methods.
- c) Survey data will include topography, cross-section, and other survey data in computer formats compatible with the Caltrans computer survey and design systems.
- d) Prepare and maintain survey documents. Survey documents include survey field notes, maps, drawings, and other survey documents.

- e) Perform construction staking as directed by Resident Engineer, including but not limited to:
  - i. Utility relocations
  - ii. Clearing limits
  - iii. Slope staking
  - iv. Storm drain, sanitary sewer, and irrigation systems
  - v. Drainage structures
  - vi. Curbs, gutters, and sidewalk
  - vii. Horizontal and vertical control for structures and portions of structures (bents, abutments, wingwalls, etc.)
  - viii. Rough grade
  - ix. Finish grade
- f) Monitor for settlement, if required.
- g) Global Positioning Satellite (GPS) equipment shall be made available if required by SBCTA

2) Grid Grades

Grid grade data shall provide pavement elevations at the station line, the left edge of pavement, the right edge of pavement, and the right edge of travel way at 25 foot intervals for travel lanes.

3) Open Ended Traverses and Profile Data Sheets

Separate open-ended traverse calculations and point maps shall depict plan data for station lines, utility lines, wall layout lines, and abutment/bent alignment. Specific information to be shown will be part numbers, coordinates, bearings, and curve data.

Profile data sheets are required for all profiles shown on the plans identifying vertical design elements such as grade, point of intersection (PI) location, beginning of vertical curve (BVC) location, end of vertical curve (EVC) location, and curve length.

4) Three Line Profiles

Separate profile plots are required for the left edge of pavement, the right edge of pavement, and the edge of shoulder for all travel lanes.

5) Right of Way Lines

Existing right of way and easements will be established from Local Agency's record information and existing monumentation.

- a) Right of way monumentation shall be renewed and restored in accordance with Section 10.4 of the Caltrans "Survey Manual" and the State of California Land Surveyor's Act.
  - b) Corner records and records of surveys shall be prepared and filed in accordance with the applicable standards and the State of California Land Surveyor's Act and the California Subdivision Map Act.
  - c) Perpetuate existing monumentation, which includes restoring, renewing, referencing, and resetting existing boundary related monumentation. In addition, stake areas where construction disturbs the existing right of way, preparing and filing required maps and records.
  - d) New right of way and easements will be established from plans, right of way maps, utility drawings, and Local Agency record information, and existing monumentation.
  - e) Right of Way Surveys, which includes research and preparation filing of required maps and records. In addition, locate and set monuments for right of way and easement lines, staking for right of way and easement fences.
  - f) Final monumentation, which includes setting of centerline points of control upon completion of construction.
- 6) Special Design – Data Surveys  
Includes drainage, utility, and surveys required for special field studies.
- 7) Control Survey  
Includes Project control surveys, aerial mapping control surveys, horizontal and vertical control surveys. In addition control surveys will include restoration, renewal, reference, relocation, and resetting of existing control monumentation. The CONSULTANT will be required to provide horizontal and vertical control at the end of each bridge.
- 8) Topographic Surveys  
Topographic surveys will normally be compiled by ground survey methods only.

CONSULTANT will provide all necessary Project related surveys and construction staking, including horizontal and vertical control, right of way, and easements. CONSULTANT shall coordinate all staking and verify accuracy. CONSULTANT shall ensure timely coordination of all staking requests from the Contractor.

b. Materials Testing, Source Inspection and Geotechnical Services

- 1) CONSULTANT will provide experienced personnel, equipment, and facilities to perform various construction materials sampling and testing. Laboratory and field materials testing will be used to ensure that structure and roadway construction work conforms to California State Department of Transportation (Caltrans) standards, specifications, and special provisions for material quality and workmanship.
- 2) All field and laboratory testing is to be performed in accordance with California Test Methods.
- 3) CONSULTANT will be responsible for the accuracy and completeness of all test data compilation and results.

c. Public Outreach

General Public Outreach Plan will be provided and administered by SBCTA.

- 1) SBCTA's primary goal is to assure the public that SBCTA is a public agency that delivers quality transportation projects and trustworthy, accurate and timely public information.
- 2) SBCTA will provide the primary outreach effort with supplemental support as requested from CONSULTANT. This will be a targeted approach with incremental outreach based on construction schedule and staging.
- 3) In the weeks prior to the selection of a construction contractor, SBCTA may coordinate an Emergency Responders Project Briefing to highlight the Project details and possible access challenges for consideration by the Project team.
- 4) Following the emergency responders briefing, SBCTA may coordinate a Chamber of Commerce Project Briefing to highlight the Project benefits, possible construction schedule and traffic management plan.
- 5) Just prior to the start of field construction activities, SBCTA may coordinate a groundbreaking media event with the LOCAL AGENCY to ceremoniously open the Project. CONSULTANT may be called upon to assist in acquiring the necessary items authorized for the event.

- 6) Prior to construction beginning, SBCTA may coordinate a community meeting to share Project information, construction scheduling, detour information and expected challenges with the general public. CONSULTANT may be needed to help staff the event as a subject matter expert.
- 7) Near the completion of the construction Project, SBCTA may coordinate a ribbon-cutting media event. CONSULTANT will be called upon in a similar fashion to the groundbreaking event.
- 8) At various stages throughout the Project, SBCTA will request support from CONSULTANT for the following items:
  - i. Provide details related to construction activities for use in public notices.
  - ii. Provide details for development of a Project fact sheet.
  - iii. Provide details for development of Emergency notices – when needed.
  - iv. Provide details for development and maintenance of web content for Project tab on SBCTA website.
- 9) All requests for speaking to government councils, boards, chambers of commerce or similar business or social groups shall be directed to the SBCTA Public Information Office before agreeing to appear.
- 10) All media inquiries shall be directed to the SBCTA Public Information Office.

d. Permits

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

7. Cost and Schedule

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



- b. CONSULTANT shall analyze, monitor and report on the Contractors Primavera schedule updates by comparing monthly progress to previous schedule updates and progress against the approved baseline schedule. This analysis should include a detailed review of the critical path and near critical path (20 days), changes to logic, relationships and activities. A schedule technical review should also be done to identify issues like but not limited to constrained or open ended activities, out of sequence work and added or deleted activities, and adherence to contract specifications. Results of the analysis should be used to develop schedule reporting deliverables.
- c. CONSULTANT shall provide and maintain a Project staffing plan of field office personnel based on the Contractor submitted baseline schedule update.

In cooperation with SBCTA, the staffing plan shall be periodically updated to reflect Project progress and needs.

8. Change Orders and Claims

- a. CONSULTANT shall receive and evaluate requests for changes and/or substitutions by the Contractor. Contract Change Orders submitted to SBCTA shall be accompanied by CONSULTANT recommendations. Where applicable, CONSULTANT shall convey proposed changes to design engineer, or other Project consultants. If the requested changes are accepted, CONSULTANT shall negotiate and prepare appropriate Contract Change Orders.
- b. CONSULTANT shall attempt to avoid unnecessary Contract Change Orders. When a Contract Change Order is necessary, CONSULTANT shall consult with SBCTA prior to its preparation. Unless directed otherwise by SBCTA, the preferred method of payment for Contract Change Orders should be as follows
  - 1) Agreed Price
  - 2) Adjustment in compensation to a bid item
  - 3) Time and materials or Force Account

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

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



## 9. Safety

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

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

## 10. Toll System Construction Oversight

The CONSULTANT shall:

- Monitor the overall construction of tolling systems civil construction activities to identify critical milestones and priorities;
- Coordinate and conduct pre-construction and pre-activity meetings with the CONTRACTOR and Toll System Provider (TSP);
- Provide engineering assessment of plans for adequacy of design, particularly with respect to suitability to actual field conditions;
- Ensure compliance with the plans, specifications shop drawings, and material data submittals by the CONTRACTOR for the Toll Collection System (TCS) civil infrastructure; recommend, modify, interpret, and edit special provisions and prepare modification estimates; and keep necessary records pertaining to construction progress, and budget performance;
- Monitor compliance of CONTRACTOR and TSP safety plans and note concerns or deficiencies immediately to CONTRACTOR or TSP for their implementation of corrective measures;
- Provide construction oversight of the delivery of the TCS civil infrastructure by the CONTRACTOR. Validate/confirm the CONTRACTOR work, in coordination with the TSP, is correct per the design and technical requirements. This includes validating and testing power and communications conduit duct banks, gantries, CMS and camera pole installation;
- Perform oversight and review of laboratory, shop, and mill test reports of materials and equipment, as needed; and
- Monitor test and inspection records and noncompliance reports for satisfactory resolution of noncompliant work.

It should be noted that CM service excludes oversight of the installation of TSP work.

## 11. Project Close Out

- a. When the Contractor approaches substantial completion milestone or at the direction of SBCTA Construction Manager, CONSULTANT shall prepare a list of items to be completed and/or corrected by the Contractor for final completion of the Project.
- b. CONSULTANT shall collect and furnish as-built information to the design engineer for preparation of as-built drawings including pre-stress drawings and pile logs, as applicable.
- c. CONSULTANT shall review and verify completeness of as-built drawings.
- d. CONSULTANT shall conduct a final walk-through with SBCTA, Local Agencies, Contractors, and design engineers.
- e. CONSULTANT shall prepare final construction reports including the Project Completion Report within 45 days of achieving the full Relief From Maintenance.
- f. CONSULTANT shall prepare and deliver to SBCTA all Project files.
- g. CONSULTANT shall assist SBCTA and Contractor in obtaining final release of all Project permits.
- h. Project closeout services will be completed within two months of Project acceptance.

## D. DELIVERABLES

1. Inspector daily reports, extra work diaries and Resident Engineers' daily diaries.
2. Monthly Project Summary Reports and SIQMP Monthly Reports.
3. Weekly update of all files to SBCTA Portal.
4. Monthly Contractor progress payments, back-up documentation, and Contractor payment records.
5. Contractor final payment documents, delivered to SBCTA no later than ten (10) working days after Acceptance by SBCTA of the completed construction Project.
6. Project Completion Report documents per Local Assistance Procedure Manual and Caltrans Construction Manual.
7. All Project files, Project reports, Record As-builts, correspondence, memoranda, shop drawings, Project logs, schedule updates, change order data, claims and claim reports, and Contractor payment records per Caltrans Construction Manual.

8. Certified payrolls and fringe benefit statements for all employees, CONSULTANT and Contractor, who are subject to the State and/or Federal prevailing wage rates.
9. American For Disabilities Act certification of Project per Caltrans Standards.
10. All material test results will be provided in accordance with the applicable Standard Specifications and Special Provisions, and test methods. Failing tests will be immediately reported to the Resident Engineer or Structures Representative. All test results will be recorded on the appropriate forms. The test documents will be legible and show the identity of the tester where appropriate. A notebook containing all test results and reports will be maintained by CONSULTANT throughout the duration of the Project and delivered to SBCTA with the Project files. CONSULTANT shall provide the material certification at the end of the project.
11. Record of Survey and Right of Way Monumentations and recording with County.
12. Unless otherwise specified in the survey request, the deliverables shall conform to the following:
  - a. Survey points, lines, and monuments shall be established, marked, identified, and referenced as required by survey request and requirements herein.
  - b. Survey notes, drawings, calculations, and other survey documents and information shall be completed as required by the survey request and the requirements herein.
  - c. All original survey documents resulting from this contract, including original field notes, adjustment calculations, final results, and appropriate intermediate documents, shall be delivered to the Resident Engineer and shall become the property of SBCTA. A copy of all survey documents furnished by SBCTA shall be retained by CONSULTANT for future reference.

When the survey is performed with a total station survey system, the original field notes shall be a hard copy in a readable format of the data (observations) as originally collected and submitted by the survey party. The hard copy shall be signed by the Party Chief. If the Party Chief is not licensed, the person in "responsible charge" will be required to sign.

- d. Deliverables to the Resident Engineer shall follow the format specified below:
  - 1) Horizontal Control
  - 2) Alpha numeric hard copy point listing with adjusted California Coordinate System northing and easting and the appropriate descriptions.
  - 3) Vertical Control
  - 4) Alpha numeric hard copy benchmark listing with adjusted elevations compatible with the design datum.
  - 5) Topography

- 6) Alpha numeric hard copy listing, hard copy drawing, and computer aided drawing and design (CADD) digital drawing. The CADD drawing shall be compatible with the systems utilized by Caltrans.
- e. Data collection method used to collect cross-section data and the coding (feature description) of terrain data for cross-sections shall conform to the survey request requirements. Deliverables shall depend on the data collection method as follows:
- 1) Conventional Cross – Sections (each cross – section):  
For each cross - section and alpha numeric listing, a hard copy drawing, and a computer formatted file compatible with the systems utilized by Caltrans.
  - 2) Terrain Line Interpolation Cross – Section Data (each terrain line interpolation survey):  
Terrain line interpolation cross – sections shall include an alpha numeric listing, a hard copy plan view drawing of the terrain lines, and a computer input file. The computer input file shall be provided in a format compatible with the systems utilized by Caltrans.
  - 3) Data Collector Data  
If specified in the survey request, the raw data from the data collector shall be provided in a format conforming to the survey request requirements.
  - 4) Other—As specified in the survey request.

### 13. Risk Register

- a. obtain and review all available risk assessment information, including the risk register already developed by SBCTA and Caltrans that identifies risks, probability and severity of risk occurrence, proposed mitigation strategies, responsible parties, and mitigation timing.
- b. Perform ongoing Project risk identification and management activities by working with the various Project work groups.
- c. Provide quarterly updates of the risk register showing resolution and mitigation of defined Project risks, identification of new risks, and required mitigation measures; and
- d. Provide all necessary reports and actions requested by SBCTA to support requests of Caltrans, or others in documenting adherence to all risk management requirements and practices.
- e. Provide a Sequential list of activities during Preconstruction, Construction, Post Construction and Close out showing person responsible for each activity.
- f. Provide a “monthly staffing plan showing proposed expenditures plan through completion” (cost to complete the project) showing all CM personnel and subconsultants estimated billable hours and ODC’s. This document

should also show planned vs actual charges from contract start date to current month expenditures.

14. Schedule and Schedule Related Reporting

- a. Consultant will develop a Level 3 Primavera project schedule and will submit for SBCTA review along with the constructability review package.
- b. On or before the 1<sup>st</sup> day of each month, Consultant shall facilitate a monthly schedule meeting with the contractor to review progress and changes to the project schedule.
- c. Consultant shall develop with the monthly reporting a schedule summary report that includes but is not limited to the following elements:
  - i. Major milestone updates, summary discussion of the schedule critical path, and look-ahead schedule
  - ii. Use and reporting of SPI (Schedule Performance Index) and any other applicable KPI (Key Performance Indicators)
  - iii. Discussion of any logic or critical or near critical (20 days) activity changes
  - iv. List and discussion of potential impacts to critical path or near critical path (20 days) and list of activities tracking impacts
  - v. List of any open ended or constrained activities and a brief associated explanation
  - vi. List of month to month changes in started activities, durations or changes in actuals

E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT

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

5. For Materials Testing, CONSULTANT and its staff will be fully equipped at all times to perform the services required, including but not limited to the following:
  - a. An on-site mobile laboratory or laboratory in close proximity to the Project will be required. The type and location of the lab should be such that it can meet the needs of the Project in an efficient, time effective manner. The laboratory is to be fully staffed, equipped, and supplied to conduct all required soils, materials, and concrete breaking tests in a timely manner.
  - b. Field personnel will be provided with all necessary safety equipment to permit work to be performed safely and efficiently within operating highway and construction zone environments.
  - c. All equipment to be calibrated as per Section 3-10 and 3-11 of Caltrans' Quality Assurance Program Manual.
6. For construction surveying, CONSULTANT and staff shall have adequate equipment and supplies to complete the required survey work. Equipment and supplies shall, include, but not be limited to:
  - a. Survey vehicles:
 

Survey vehicles will be suitable to perform the required work in varying terrain and conditions encountered on the Project. Vehicles shall be fully equipped with all necessary tools, instruments, supplies, and safety equipment required to perform the work accurately, efficiently, and safely. Vehicles shall be equipped with a flashing yellow beacon light.
  - b. Data Processing Systems:
 

Data processing systems shall include hardware and software to:

    - 1) Performing survey and staking calculations from the design plans and specifications;
    - 2) Reduce survey data collected with conventional and total station survey systems;
    - 3) Perform network adjustments for horizontal and vertical control surveys;
    - 4) Format survey data to be compatible with the Caltrans computer survey and data system.
  - c. Drafting equipment and supplies.
  - d. Digital calculators.
  - e. Hand tools as appropriate for the requested survey work.
  - f. Traffic cones (minimum 25). Traffic cones shall be 28 inches in height (minimum).

- g. Traffic control devices as required to perform the requested survey work.  
Traffic control devices include signs, sign bases, flags, and hand held signs.
- h. Leveling instruments and equipment:
  - 1) Self-leveling level. Precision: Standard deviations in one mile of double run leveling 0.005 feet or less.
  - 2) Suitable level rods for the work to be performed.
- i. Distance measuring instruments and equipment:
  - 1) Electronic distance measurer (EDM). Precision: standard deviation 3 mm plus 3 PPM, or less; Range: Minimum one mile under average atmospheric conditions.
  - 2) Prisms, sufficient to perform the required work.
  - 3) Tapes; steel, cloth.
- j. Angle measuring instruments and equipment:
  - 1) Theodolite for non-control surveys; Precision: direct circle reading to three seconds, or equivalent, horizontal and vertical.
  - 2) Targets as required to perform the work.
- k. When required for efficient survey operations, total station survey systems consisting of an electronic angle measuring instrument, EDM, and electronic data collector shall be provided. The angle measuring instruments and EDM shall conform to the requirements for the equipment previously listed.
- l. Radio or cellular communications equipment for communication between field office and field crews.
- m. Caltrans manuals, standards, forms, and other policies and procedures to be followed to perform the required work.

F. MATERIALS TO BE FURNISHED BY CONSULTANT

- 1. Consultant will provide three (3) copies of all Project construction documents including plans, and special provisions, and one (1) copy of all other reports, designer prepared resident engineer files, and contracts. In addition, Consultant will provide one (1) full size (24" x 36") sets of plans for use in the construction field office as record documents.

G. MATERIALS TO BE PROVIDED BY SBCTA

- 1. SBCTA will provide copies of all previously secured permits and Project authorizations.
- 2. SBCTA Construction Management Forms including SBCTA Construction Materials Quality Assurance Program, sample SIQMP and appropriate forms for recording test data in accordance with Caltrans practices and procedures outlined in the "Manual of Test".



## H. AVAILABILITY AND WORK HOURS

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

Unless otherwise directed by SBCTA, the normal work week will consist of 40 hours. From time to time, overtime may be required. However, overtime will be worked only when approved in writing by SBCTA. This written authorization must be attached to the invoice where the overtime is billed.

## I. STANDARDS

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

1. Construction Manual and its revisions
2. Bridge Construction Records and Procedures Manual
3. Quality Assurance Program Manual
4. Manual of Traffic Controls for Construction and Maintenance Work Zones
5. Caltrans Standard Specifications and Standard Plans
6. Caltrans Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual
7. Manual of Test (3 volumes)
8. Survey Manual
9. District 8 Standard Staking Procedures Manual

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

Surveys performed by CONSULTANT shall conform to the requirements of the Land Surveyor's Act. In accordance with the Land Surveyor's Act, "responsible charge" for the work shall reside with the Licensed Land Surveyor or a pre-January 1, 1982, Registered Professional Civil Engineer in the State of California.

Unless otherwise specified in the survey request, control surveys shall conform to second order (modified) accuracy standards as specified in the Caltrans "Survey Manual".

Additional standards for specific survey work may be included in the applicable request for survey. Such standards supplement the standards specified herein. If additional standards conflict with the standards specified herein, the "Survey Request's" standard shall govern.

The Resident Engineer and SBCTA will decide all questions, which may arise as to the quality or acceptability of deliverables furnished and work performed for this contract. Any



CONSULTANT employee who does not perform adequately will be replaced if directed by the SBCTA Construction Manager.

J. LIMITATIONS TO AUTHORITY

CONSULTANT does not have the authority to:

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

K. THIRD PARTY RELATIONSHIPS

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

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

L. CONSTRUCTION SITE SAFETY

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

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

M. BASIS FOR SURVEY AND MONUMENT MARKING

SBCTA will designate the existing horizontal and vertical control monuments that are the basis of CONSULTANT performed surveys. SBCTA will provide the California Coordinate System values and/or elevation values for these monuments. CONSULTANT shall adjust CONSULTANT performed surveys to be the designated control monuments and the values.

Monuments established by CONSULTANT shall be marked by CONSULTANT with furnished disks, plugs, tags. In addition, CONSULTANT shall identify CONSULTANT established monuments by tagging or stamping the monuments with the license or registration number of CONSULTANT'S surveyor who is in "responsible charge" of the work.

N. PERSONNEL QUALIFICATIONS AND RESPONSIBILITIES

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

1. Project Manager
  - a. A minimum of six (6) years' project management experience on similar construction projects is desired.
  - b. Accessible to SBCTA at all times during normal working hours.
  - c. A thorough understanding of Caltrans construction practices and procedures.
  - d. A thorough understanding of Cal-OSHA practices and procedures.
  - e. The Project Manager will assume the following functional responsibilities:
    - 1) Review, monitor, train, and provide general direction for CONSULTANT personnel.
    - 2) Assign personnel to projects on an as-needed basis.
    - 3) Administer personal leave.

- 4) Prepare monthly reports for delivery to SBCTA.

2. Resident Engineer

- a. A minimum of eight (8) years' resident engineer experience on similar construction projects is desired.
- b. Licensed Professional Civil Engineer in the State of California.
- c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
- d. Accessible to SBCTA at all times including weekends and holidays.
- e. Certified as a Qualified SWPPP Developer or Practitioner is desired.
- f. A thorough understanding of Cal-OSHA practices and procedures.
- g. A thorough understanding of American with Disability Act (ADA) and Caltrans ADA requirements. Completion of Caltrans Temporary Pedestrian Facilities training within last 6 months.
- h. A thorough understanding of Caltrans field methods, practices, and construction office procedures. The Resident Engineer will assume the following functional responsibilities:
  - 1) Monitor and provide daily direction to CONSULTANT Resident Engineers and inspection personnel.
  - 2) Assign field personnel to specific project tasks.
  - 3) Monitor and track Contractor progress.
  - 4) Prepare daily, weekly and monthly reports as required.
  - 5) Coordinate utility relocations with appropriate agencies and the utility inspector.
  - 6) Act as prime field contact between various project Contractors and SBCTA's Construction Manager.

3. Assistant Resident Engineer

- a. A minimum of four (4) years' experience on similar construction projects is desired.
- b. Licensed Professional Civil Engineer in the State of California.
- c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
- d. Accessible to SBCTA at all times including weekends and holidays.

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

4. Lead Field Inspector

- a. A minimum of six (6) years' construction inspection experience in public works or similar projects or a four-year degree in the field of civil engineering, transportation and four years of similar construction experience is desired.
- b. A thorough understanding of Cal-OSHA practices and procedures.
- c. Knowledge of Caltrans construction practices, physical characteristics and properties of highway construction materials, and approved methods and equipment used in making physical tests of construction materials.
- d. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
- e. Ability to direct the efforts of subordinate inspectors.
- f. Ability to use an automatic level and transit for the purpose of verifying line and grade.
- g. Certified as a Qualified SWPPP Developer or Practitioner is desired.
- h. A thorough understanding of American with Disability Act (ADA) and Caltrans ADA requirements. Completion of Caltrans Temporary Pedestrian Facilities training within last 6 months.
- i. Understanding of Caltrans field and construction office procedures. The Lead Field Inspector will assume the following functional responsibilities:

- 1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of construction.
- 2) Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
- 3) Coordinate field testing of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.
- 4) Maintain accurate and timely Project records. Perform quantity calculations for progress pay estimates.
- 5) Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.
- 6) Provide input for the redesign of facilities to fit existing field conditions.
- 7) Monitor and track Contractor progress. Prepare daily, weekly, and monthly reports as required.

5. Field Inspector

- a. Two (2) years' construction inspection experience in public works or similar projects or a four-year degree in the field of civil transportation engineering is desired.
- b. A thorough understanding of Cal-OSHA practices and procedures.
- c. Knowledge of construction practices, physical characteristics and properties of construction materials, and approved methods and equipment used in making physical tests of construction materials.
- d. Ability to work independently. Ability to make minor decisions concerning construction work in progress and to solve field and office problems.
- e. Ability to use an automatic level and transit for the purpose of verifying line and grade.
- f. Certified as a Qualified SWPPP Developer or Practitioner is desired.
- g. A thorough understanding of Americans with Disability Act (ADA) and Caltrans ADA requirements. Completion of Caltrans Temporary Pedestrian Facilities training within last 6 months.
- h. Understanding of Caltrans construction methods and practices. The Field Inspector will assume the following functional responsibilities:
  - 1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of project construction.

- 2) Assist in preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
- 3) Coordinate field testing of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.
- 4) Perform quantity calculations for progress pay estimates and maintain Project records.
- 5) Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.
- 6) Provide input for the redesign of facilities to fit existing field conditions.
- 7) Perform construction materials sampling.
- 8) Perform labor compliance interviews of the Contractors' personnel.

6. Structural Representative

- a. A minimum of six (6) years of bridge or structural construction inspection as related to major public works projects and a four-year degree in civil engineering is desired.
- b. A minimum of four (4) years as a Structural Representative on major public works projects.
- c. Licensed Professional Civil Engineer in the State of California.
- d. Knowledge of stress analysis, structural mechanics, and strength of materials.
- e. A thorough understanding of Cal-OSHA practices and procedures.
- f. Knowledge of Caltrans and Greenbook construction practices and the physical characteristics and properties of various bridge construction materials including concrete.
- g. Experience in the following areas: foundations, pile driving, concrete prestressing, bridge deck construction, cast-in-place wall construction, falsework, and shoring.
- h. Ability to work independently. Ability to perform duties in the construction field office and effectively make decisions concerning construction work in progress and solving field problems.
- i. Ability to direct the efforts of subordinate inspectors.
- j. Ability to use an automatic level and transit for the purpose of verifying line and grade.
- k. Thorough understanding of Caltrans field methods, practices, and construction office procedures. The Structural Representative shall assume the following functional responsibilities:

- 1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of structural construction such as bridges, foundations, walls, falsework, shoring, and drainage structures.
- 2) Make grade, alignment, quantity, falsework, and shoring calculations.
- 3) Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project. Coordinate the sampling and testing of construction materials to monitor compliance with contract specifications.
- 4) Monitor and track Contractor progress. Prepare daily, weekly, and monthly reports as required.
- 5) Coordinate with Resident Engineer, as well as the Construction Staking and Material Testing consultants.
- 6) Direct the daily activities of subordinate inspectors.

7. Structural Inspector

- a. A minimum of four (4) years of bridge design or structural construction inspection as related to Caltrans or major public works projects and a four-year degree in civil or structural engineering is desired.
- b. Knowledge of stress analysis, structural mechanics, and strength of materials.
- c. A thorough understanding of Cal-OSHA practices and procedures.
- d. Knowledge of construction practices and the physical characteristics and properties of various highway bridge construction materials including concrete.
- e. Experience in one or more of the following areas: pile driving, concrete prestressing, bridge deck construction, retaining wall construction, falsework, and shoring.
- f. Ability to work independently and make minor decisions concerning construction work in progress and to solve field and office problems.
- g. Ability to use an automatic level and transit for the purpose of verifying line and grade.
- h. Understanding of Caltrans construction methods and practices. The Structural Inspector will assume the following functional responsibilities:
  - 1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of structural construction such as bridges, foundation, walls, falsework, shoring, and drainage structures.
  - 2) Make grade, alignment, quantity, falsework, and shoring calculations.



- 3) Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
- 4) Sampling and testing of construction materials to monitor compliance with contract specifications and Caltrans Quality Assurance Program.

8. Office Engineer

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

9. Materials Testing/Source Inspection Project Manager

- a. A minimum four (4) years' project management experience on a similar highway/bridge construction project is desired.
- b. Licensed Civil Engineer in the State of California.



- c. Ability to use typical computer programs including word processing and spreadsheets.
- d. The Materials Testing/Source Inspection Project Manager will assume the following functional responsibilities:
  - 1) Review, monitor, train, and provide general direction for CONSULTANT's laboratory, field and source inspection personnel.
  - 2) Assign personnel to projects on an as-needed basis in coordination with the Resident Engineer.
  - 3) Administer personal leave, subject to approval of the Resident Engineer.
  - 4) Prepare monthly reports for delivery to the Resident Engineer.
  - 5) Provide direction, administration, and responsibility for Materials Certification per Caltrans Construction Manual, Section 8-01.
  - 6) Assist SBCTA and Resident Engineer in preparing the project specific Source Inspection Quality Management Plan (SIQMP) for Caltrans review and approval. (Reference Caltrans "Source Inspection Quality Management Plan (SIQMP Outline dated 04/17/12).
  - 7) Provide direction, administration, and responsibility for implementation of the approved SIQMP per Caltrans Construction Procedures Directive (CPD) 08-5 and FHWA Title 23 requirements.

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

#### 10. Materials Technicians

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

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

1) CONSTRUCTION TECHNICIAN I

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

2) CONSTRUCTION TECHNICIAN II

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

- ix. project quantities on a daily basis.
- ix. Keeps accurate documentation for force accounts and possible claims.

b) Knowledge and Skills Required

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

3) CONSTRUCTION TECHNICIAN III

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

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

b) Knowledge and Skills Required

- i. All knowledge and skills required of lower classifications.
- ii. Knowledge of the principles and practices of Civil Engineering as applied to the construction of state highways.
- iii. Skill in analyzing and evaluating a wide variety of highly technical engineering data, including

- construction plans, field survey and quality control documents.
- iv. Skill in interpreting and implementing Caltrans standards, policies, procedures and regulations.
- v. Skill in interpersonal relations, as applied to contacts with contractors, representatives of other governmental jurisdictions, and other SBCTA/Caltrans staff.

11. Construction Surveying Project Manager

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

12. Field Party Chief(s)

- a. The person(s) holding the position of Party Chief shall meet at least one of the following licensing requirements:
  - 1) A licensed Land Surveyor in the State of California.
  - 2) A pre-January 1, 1982, Registered Professional Civil Engineer in the State of California.
  - 3) An experienced surveyor who serves as chief under the direction or supervision of a person who is a licensed Land Surveyor or pre-January 1, 1982 Registered Professional Civil Engineer in the State of California. The direction or supervision shall place the supervisor in "responsible charge" of the work. "Responsible Charge" is defined in Chapter 15 of the Business and Professions Code (the Land Surveyor's Act) and Title 16, Chapter 5, of the California Administrative Code (regulations adopted by the Board of Registration for Professional Engineers and Land Surveyors).

- b. The Party Chief(s) should have a minimum two (2) years' survey experience on similar construction projects and possess the following additional capabilities:
  - 1) Thorough knowledge of construction survey practices and the ability to read and interpret plans and specifications.
  - 2) Ability to make effective decisions concerning field problems and work in progress.
  - 3) Familiarity with typical coordinate geometry computer programs.
  - 4) Familiarity with safety requirements for surveying near traffic.
- c. The Party Chief(s) will assume the following responsibilities:
  - 1) Perform construction staking services for Project construction.
  - 2) Administer day to day activities for the survey party.
  - 3) Perform analytical survey calculations for items such as grading, horizontal and vertical control, right of way, and minor in-field design.
  - 4) Maintain continuous communication with the Resident Engineer, field personnel, and construction administration staff.

13. Survey Crews

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

END OF SCOPE OF WORK

## **EXHIBIT B - "COST PROPOSAL"**

**EXHIBIT B - Approved Cost Proposal**  
**CONTRACT No. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2**  
**Construction Management Services"**

Consultant SYRUSA Engineering, Inc.Contract No. 23-1002960Date 1/24/2024

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Project Manager	Gerardo DeSantos	7,464	140.00	150.00	\$145.00	\$1,082,280.00
Structure Representative	Faisal Zahlout	7,464	140.00	150.00	\$145.00	\$1,082,280.00
Resident Engineer	Jose Corona	7,464	140.00	150.00	\$145.00	\$1,082,280.00
Assistant Structure Rep (2A)		5,544	110.00	130.00	\$120.00	\$665,280.00
Assistant Resident Engineer (2A)		5,544	110.00	130.00	\$120.00	\$665,280.00
Assistant Structure Rep (2B)		5,544	110.00	130.00	\$120.00	\$665,280.00
Assistant Resident Engineer (2B)		0	110.00	130.00	\$120.00	\$0.00
Roadway Field Inspector*		38,880	96.00	106.00	\$101.00	\$3,926,880.00
Roadway Field Inspector* OT		11,664	144.00	159.00	\$151.50	\$1,767,096.00
Roadway Field Inspector* DT		2,500	192.00	212.00	\$202.00	\$505,000.00
Structure Field Inspector*		28,800	96.00	106.00	\$101.00	\$2,908,800.00
Structure Field Inspector* OT		10,080	144.00	159.00	\$151.50	\$1,527,120.00
Structure Field Inspector* DT		2,400	192.00	212.00	\$202.00	\$484,800.00
Electrical Inspector*		3,840	96.00	106.00	\$101.00	\$387,840.00
Electrical Inspector* OT		0	144.00	159.00	\$151.50	\$0.00
Electrical Inspector* DT		0	192.00	212.00	\$202.00	\$0.00
Toll System Engineer		0	110.00	120.00	\$115.00	\$0.00
Schedule Engineer		0	120.00	130.00	\$125.00	\$0.00
Utility Engineer		0	105.00	110.00	\$107.50	\$0.00
Office Engineer		6,000	55.00	75.00	\$65.00	\$390,000.00
Office Engineer Manager		4,560	60.00	80.00	\$70.00	\$319,200.00
Office Engineer Assistant		0	30.00	50.00	\$40.00	\$0.00
Roadway Inspector, Landscape*		3,360	96.00	106.00	\$101.00	\$339,360.00
Roadway Inspector, Landscape* OT		0	144.00	159.00	\$151.50	\$0.00
Roadway Inspector, Landscape* DT		0	192.00	212.00	\$202.00	\$0.00
Office Assistant/UAV/GC		2,520	55.00	65.00	\$60.00	\$151,200.00
Lead Electrical/ARE*		5,360	105.00	115.00	\$110.00	\$589,600.00
Lead Electrical/ARE* OT		0	157.50	172.50	\$165.00	\$0.00
Lead Electrical/ARE* DT		0	210.00	230.00	\$220.00	\$0.00
Senior Project Analyst		0	65.00	75.00	\$70.00	\$0.00
Assistant Project Analyst		0	45.00	55.00	\$50.00	\$0.00
Labor Compliance		0	45.00	55.00	\$50.00	\$0.00
SWPPP		0	95.00	120.00	\$107.50	\$0.00

**Labor Costs**

a) Subtotal Direct Labor Costs	\$ 18,539,576.00
b) Anticipated Salary Increases (see page 2 for sample)	\$ 1,498,079.11
<b>c) TOTAL DIRECT LABOR COSTS [(a)+(b)]</b>	<b>\$ 20,037,655.11</b>

**Fringe Benefits**

d) Fringe Benefits (Rate <u>40.180%</u> %)	<b>e) Total Fringe Benefits [(c)x(d)]</b>	<b>\$ 8,051,129.82</b>
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**Indirect Costs**

f) Overhead (Rate <u>        </u> %)	g) Overhead [(c)x (f)]	\$ -
h) General and Administrative (Rate <u>60.580%</u> %)	i) Gen & Admin [(c) x (h)]	\$ 12,138,811.47
	<b>j) Total Indirect Costs [(g)+(i)]</b>	<b>\$ 12,138,811.47</b>

**Fixed Fee (Profit)**

n) (Rate <u>8.00%</u> %)	<b>k) Fixed fee [ (c) + (e) + (j)] x (n)</b>	<b>\$ 3,218,207.71</b>
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**Total Loaded Labor Costs****43,445,804.11****Other Direct Costs (ODC)**

l) Travel/ Mileage Costs (supported by consultant actual costs)	\$ <u>        </u>
m) Software / Equipment / Supplies (itemize)	\$ 768,000.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.	\$ <u>        </u>
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	\$ 25,777,624.31

<b>p) Total Other Direct Costs [ (l) + (m) + (n) + (o) ]</b>	<b>\$ 26,545,624.31</b>
<b>Total cost [(c) + (e) + (j) + (k) + (p)]</b>	<b>\$ 69,991,428.42</b>

## Notes:

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



**EXHIBIT B - Approved Cost Proposal**  
**CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2**  
**Construction Management Services"**

Item	Monthly Cost	Duration/30	
		Months	Total
Software : Headlight	\$0.00	42	\$0.00
Software : SharePoint	\$0.00	42	\$0.00
Office space TBD by SBCTA at later time	\$0.00	42	\$0.00
Office Equipment (copiers..etc)	\$0.00	42	\$0.00
Office Supplies	\$1,000.00	42	\$42,000.00
Safety gear (PPE)	\$0.00	42	\$0.00
ariel photography	\$1,000.00	36	\$36,000.00
Misc	\$0.00	42	\$0.00
Specialty Testing (CTM 547, 342, 233)	\$690,000.00	1	\$690,000.00
			<hr/> \$768,000.00



EXHIBIT B – Approved Cost Proposal  
 CONTRACT NO. 23-1002960 “I-10 Corridor Freight and Express Lane Project – Contract 2  
 Construction Management Services”

Subconsultant Summary				
Company	Hours	ODCs	Labor Cost	Sub Total
<b>SYRUSA Engineering</b>	<b>158,988.00</b>	<b>\$768,000.00</b>	<b>\$43,445,804.11</b>	<b>\$44,213,804.11</b>
<i>Subconsultants</i>				
Anser Advisory	12000	\$256,000.00	\$2,838,695.22	\$3,094,695.22
Arellano Associates	240	\$3,360.00	\$114,450.57	\$117,810.57
David Evans	6720	\$42,697.00	\$1,397,360.31	\$1,440,057.31
ECORP	3566	\$9,000.00	\$457,694.53	\$466,694.53
G3	2784	\$11,828.16	\$587,422.27	\$599,250.43
Gannet Fleming - Field	8600	\$55,440.00	\$2,804,845.22	\$2,860,285.22
Gannet Fleming -Toll	3600	\$5,000.00	\$1,919,035.27	\$1,924,035.27
Guida	27460	\$27,500.00	\$5,697,703.57	\$5,725,203.57
Mammoth	11640	\$0.00	\$2,270,181.47	\$2,270,181.47
Monument	240	\$2,060.00	\$53,044.22	\$55,104.22
PCS	480	\$567.00	\$184,903.74	\$185,470.74
Safework	960	\$5,791.00	\$196,823.96	\$202,614.96
Twining	22477	\$1,226,850.00	\$3,598,679.82	\$4,825,529.82
ZTC	3198	\$1,339,660.00	\$671,030.98	\$2,010,690.98
<i>Subconsultant - Subtotal</i>	103965	\$2,985,753.16	\$22,791,871.15	\$25,777,624.31
<b>Contract Total</b>	<b>262,953.00</b>	<b>\$3,753,753.16</b>	<b>\$66,237,675.26</b>	<b>\$69,991,428.42</b>

**EXHIBIT B - Approved Cost Proposal**  
**CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2**  
**Construction Management Services"**

Consultant SYRUSA Engineering, Inc. Contract No. 23-1002960 Date 1/24/2024

**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
\$ 18,539,576.00	/ 158988	= \$ 116.61	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	\$ 116.61	+	4%	=	\$ 121.27	Year 2 Avg Hourly Rate
Year 2	\$ 121.27	+	4%	=	\$ 126.12	Year 3 Avg Hourly Rate
Year 3	\$ 126.12	+	4%	=	\$ 131.16	Year 4 Avg Hourly Rate
Year 4	\$ 131.16	+	4%	=	\$ 136.41	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	15.0%	*	158988	=	23848.2	Estimated Hours Year 1
Year 2	25.0%	*	158988	=	39747.0	Estimated Hours Year 2
Year 3	25.0%	*	158988	=	39747.0	Estimated Hours Year 3
Year 4	20.0%	*	158988	=	31797.6	Estimated Hours Year 4
Year 5	15.0%	*	158988	=	23848.2	Estimated Hours Year 5
Total	100.0%		Total	=	158988	

**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	\$ 116.61	*	23848.2	=	\$ 2,780,938.60	Estimated Hours Year 1
Year 2	\$ 121.27	*	39747.0	=	\$ 4,820,118.69	Estimated Hours Year 2
Year 3	\$ 126.12	*	39747.0	=	\$ 5,012,891.64	Estimated Hours Year 3
Year 4	\$ 131.16	*	31797.6	=	\$ 4,170,573.22	Estimated Hours Year 4
Year 5	\$ 136.41	*	23848.2	=	\$ 3,253,132.96	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =					\$ 20,037,655.11	
Direct Labor Subtotal before Escalation =					\$ 18,539,576.00	
Estimated Total of Direct Labor Salary Increase =					\$ 1,498,079.11	Transferred to page 1

**Notes:**

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only. The actual allowable escalation is per Contract Section
- Proposed escalation is 4% for each year of the project. If escalation rates increases, we will follow the US Bureau of Labor Statistics, Table 6, DIR escalation rates for future years.
- Estimated yearly percent completed from resource loaded schedule

EXHIBIT B - Approved Cost Proposal  
CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2  
Construction Management Services

Contract: 23-1002960			Date: 1/24/2024		Detail Sheet																																
Task Description			Consultant																																		
			SYRUSA Engineering, Inc.																																		
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH	AH1	AI		
Row	WBS Number	Drawing or Item of Work - Titles	Project Manager	Structure Representative	Resident Engineer	Assistant Resident Engineer (I&A)	Assistant Resident Engineer (I&A)	Assistant Resident Engineer (I&A)	Assistant Resident Engineer (I&A)	Resident Engineer	Resident Engineer	Resident Engineer	Resident Engineer	Resident Engineer	Resident Engineer	Resident Engineer	Resident Engineer	Resident Engineer	Resident Engineer	Resident Engineer	Resident Engineer	Resident Engineer	Resident Engineer	Resident Engineer	Resident Engineer	Resident Engineer	Resident Engineer	Resident Engineer	Resident Engineer	Resident Engineer	Resident Engineer	Resident Engineer	Resident Engineer	Resident Engineer	Resident Engineer	Total Hours	
1		Project Management	7,464.0	7,464.0	7,464.0	0.0																													\$ -	22,392.0	
2		Office work and field inspection	0.0		0.0	5,544.0	5,544.0	5,544.0	0.0										0.0	0.0	0.0														\$ -	27,872.0	
3		Office work	0.0																																	\$ -	10,560.0
4		Field Inspection	0.0																																	\$ -	98,164.0
5																																				\$ -	0.0
6																																				\$ -	0.0
7																																				\$ -	0.0
Total Hours			7,464.0	7,464.0	7,464.0	5,544.0	5,544.0	5,544.0	0.0	38,880.0	11,664.0	2,500.0	28,800.0	10,080.0	2,400.0	3,840.0		0.0	0.0	0.0	0.0	0.0	6,000.0	4,560.0	0.0	3,360.0	0.0	0.0	2,520.0	5,360.0	0.0	0.0	0.0	0.0	\$ -	158,988.0	

EXHIBIT B - Approved Cost Proposal  
CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2  
Construction Management Services"

A		B		C		D		E		F		G		H		I		J		K		L		M		N		O		P		Q		R		S		T		U		V		W		X		Y		Z		AA		AB		AC		AD		AE		AF		AG		AH		AI		AJ		AK		AL		AM		AN		AO		AP		AQ		AR		AS		AT		AU		AV		AW		AX		AY		AZ		BA		BB		BC		BD		BE		BF		BG		BH		BI		BJ		BK		BL		BM		BN		BO		BP		BQ		BR		BS		BT		BU		BV		BW		BX		BY		BZ		CA		CB		CC		CD		CE		CF		CG		CH		CI		CJ		CK		CL		CM		CN		CO		CP		CQ		CR		CS		CT		CU		CV		CW		CX		CY		CZ		DA		DB		DC		DD		DE		DF		DG		DH		DI		DJ		DK		DL		DM		DN		DO		DP		DQ		DR		DS		DT		DU		DV		DW		DX		DY		DZ		EA		EB		EC		ED		EE		EF		EG		EH		EI		EJ		EK		EL		EM		EN		EO		EP		EQ		ER		ES		ET		EU		EV		EW		EX		EY		EZ		FA		FB		FC		FD		FE		FF		FG		FH		FI		FJ		FK		FL		FM		FN		FO		FP		FQ		FR		FS		FT		FU		FV		FW		FX		FY		FZ		GA		GB		GC		GD		GE		GF		GG		GH		GI		GJ		GK		GL		GM		GN		GO		GP		GQ		GR		GS		GT		GU		GV		GW		GX		GY		GZ		HA		HB		HC		HD		HE		HF		HG		HH		HI		HJ		HK		HL		HM		HN		HO		HP		HQ		HR		HS		HT		HU		HV		HW		HX		HY		HZ		IA		IB		IC		ID		IE		IF		IG		IH		II		IJ		IK		IL		IM		IN		IO		IP		IQ		IR		IS		IT		IU		IV		IW		IX		IY		IZ		JA		JB		JC		JD		JE		JF		JG		JH		JI		JJ		JK		JL		JM		JN		JO		JP		JQ		JR		JS		JT		JU		JV		JW		JX		JY		JZ		KA		KB		KC		KD		KE		KF		KG		KH		KI		KJ		KK		KL		KM		KN		KO		KP		KQ		KR		KS		KT		KU		KV		KW		KX		KY		KZ		LA		LB		LC		LD		LE		LF		LG		LH		LI		LJ		LK		LL		LM		LN		LO		LP		LQ		LR		LS		LT		LU		LV		LW		LX		LY		LZ		MA		MB		MC		MD		ME		MF		MG		MH		MI		MJ		MK		ML		MN		MO		MP		MQ		MR		MS		MT		MU		MV		MW		MX		MY		MZ		NA		NB		NC		ND		NE		NF		NG		NH		NI		NJ		NK		NL		NM		NO		NP		NQ		NR		NS		NT		NU		NV		NW		NX		NY		NZ		OA		OB		OC		OD		OE		OF		OG		OH		OI		OJ		OK		OL		OM		ON		OO		OP	
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**EXHIBIT B - Approved Cost Proposal**  
**CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2**  
**Construction Management Services**

Consultant Anser Advisory ManagementContract No. 23-1002960Date 1/24/2024

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Assistant Resident Engineer		0	65.00	100.00	\$82.50	\$0.00
Lead Field Inspector (PW)		0	95.00	100.00	\$97.50	\$0.00
Field Inspector (ST) (PW)		7,200	91.27	97.29	\$94.28	\$678,816.00
Field Inspector (OT) (PW)		0	122.00	128.02	\$125.01	\$0.00
Field Inspector (DT) (PW)		0	151.73	157.75	\$154.74	\$0.00
Structures Inspector (ST) (PW)		4,800	91.27	97.29	\$94.28	\$452,544.00
StructuresInspector (OT) (PW)		0	122.00	128.02	\$125.01	\$0.00
Structures Inspector (DT) (PW)		0	151.73	157.75	\$154.74	\$0.00
Claims Support		0	95.00	110.00	\$102.50	\$0.00
Railroad Coordinator		0	65.00	110.00	\$87.50	\$0.00
Office Engineer		0	40.00	65.00	\$52.50	\$0.00

**Labor Costs**

a) Subtotal Direct Labor Costs	\$	\$1,131,360.00
b) Anticipated Salary Increases (see page 2 for sample)	\$	91,446.00
c) <b>TOTAL DIRECT LABOR COSTS [(a)+(b)]</b>	\$	<b>1,222,806.00</b>

**Fringe Benefits**

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

f) Overhead (Rate <u>114.950%</u> %)	g) Overhead [(c)x (f)]	\$	1,405,615.50
h) General and Administrative (Rate <u>          </u> %)	i) Gen & Admin [(c) x (h)]	\$	-
	j) <b>Total Indirect Costs [(g)+(i)]</b>	\$	<b>1,405,615.50</b>

**Fixed Fee (Profit)**

n) (Rate <u>8.00%</u> %)	k) <b>Fixed fee [ (c) + (e) + (j)] x (n)</b>	\$	<b>210,273.72</b>
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**Total Loaded Labor Costs**2,838,695.22**Other Direct Costs (ODC)**

l) Project Vehicle (not in ICR)	\$	<u>111,000.00</u>
m) Equipment Rental and Supplies (itemize)	\$	<u>145,000.00</u>
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.	\$	<u>          </u>
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant	\$	<u>          </u>
p) <b>Total Other Direct Costs [ (l) + (m) + (n) + (o) ]</b>	\$	<b>256,000.00</b>
<b>Total cost [(c) + (e) + (j) + (k) + (p)]</b>	\$	<b>3,094,695.22</b>

**Notes:**

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

Form 348-10-H Cost Proposal  
Actual Cost- Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts  
EXHIBIT B - Approved Cost Proposal CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2  
Construction Management Services"

Consultant Anser Advisory Management Contract No. 23-1002960

Date 1/24/2024

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

Direct Labor Subtotal Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5year Contract Duration
\$ 1,131,360.00 /	12000 =	\$ 94.28	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 \$ 94.28 +	4%	=	\$ 98.05	Year 2 Avg Hourly Rate
Year 2 \$ 98.05 +	4%	=	\$ 101.97	Year 3 Avg Hourly Rate
Year 3 \$ 101.97 +	4%	=	\$ 106.05	Year 4 Avg Hourly Rate
Year 4 \$ 106.05 +	4%	=	\$ 110.29	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 15.0% *	12000 =	1800.0	Estimated Hours Year 1
Year 2 25.0% *	12000 =	3000.0	Estimated Hours Year 2
Year 3 25.0% *	12000 =	3000.0	Estimated Hours Year 3
Year 4 20.0% *	12000 =	2400.0	Estimated Hours Year 4
Year 5 15.0% *	12000 =	1800.0	Estimated Hours Year 5
Total 100.0%	Total =	12000	

**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 \$ 94.28 *	1800.0 =	\$ 169,704.00	Estimated Hours Year 1
Year 2 \$ 98.05 *	3000.0 =	\$ 294,150.00	Estimated Hours Year 2
Year 3 \$ 101.97 *	3000.0 =	\$ 305,910.00	Estimated Hours Year 3
Year 4 \$ 106.05 *	2400.0 =	\$ 254,520.00	Estimated Hours Year 4
Year 5 \$ 110.29 *	1800.0 =	\$ 198,522.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =		\$ 1,222,806.00	
Direct Labor Subtotal before Escalation =		\$ 1,131,360.00	
Estimated Total of Direct Labor Salary Increase =		\$ 91,446.00	Transferred to page 1

**Notes:**

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only. The actual allowable escalation is per Contract Section
- Proposed escalation is 4% for each year of the project. If escalation rates increases, we will follow the US Bureau of Labor Statistics, Table 6, DIR escalation rates for future years.
- Estimated yearly percent completed from resource loaded schedule

Contract: 23-1002960			Date: 1/24/2024		Detail Sheet																													
Task Description			Consultant																															
			Anser Advisory Management																															
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH	AI
Row	WBS Number	Drawing or Item of Work - Titles	Assistant Resident Engineer	Lead Field Inspector (PM)	Field Inspector (CI) (PM)	Field Inspector (CI) (PM)	Field Inspector (CI) (PM)	Structural Inspector (ETI)	Structural Inspector or (CI) (PM)	Structural Inspector (ETI)	Claims Support	Regional Coordinator	Office Engineer																					
1		Project Management																																Total
2		Office work and field inspection																																
3		Office work																																
4		Field Inspection			7,200.0	0.0	0.0	4,800.0	0.0	0.0																								12
5																																		
6																																		
7																																		
		Total Hours	0.0	0.0	7,200.0	0.0	0.0	4,800.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	12

[illegible]



**EXHIBIT B - Approved Cost Proposal**  
**CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2**  
**Construction Management Services"**

Consultant Arellano AssociatesContract No. 23-1002960Date 1/24/2024

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Project Manager	Margaret Meadows	240	175.74	175.74	\$175.74	\$42,177.60
Deputy Project Manager		0	55.00	58.00	\$56.50	\$0.00
Senior Project Coordinator		0	40.00	51.00	\$45.50	\$0.00
Project Coordinator		0	31.00	40.00	\$35.50	\$0.00
Assistant Project Coordinator		0	24.00	28.00	\$26.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00

**Labor Costs**

a) Subtotal Direct Labor Costs	\$	\$42,177.60
b) Anticipated Salary Increases (see page 2 for sample)	\$	3,409.92
c) <b>TOTAL DIRECT LABOR COSTS [(a)+(b)]</b>	\$	45,587.52

**Fringe Benefits**

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

f) Overhead (Rate	132.460%	g) Overhead [(c)x (f)]	\$	60,385.23
h) General and Administrative (Rate	0.000%	i) Gen & Admin [(c) x (h)]	\$	-
j) Total Indirect Costs [(g)+(i)]			\$	60,385.23

**Fixed Fee (Profit)**

n) (Rate <u>8.00%</u> %)	k) <b>Fixed fee [ (c) + (e) + (j)] x (n)</b>	\$	8,477.82
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**Total Loaded Labor Costs**

114,450.57

**Other Direct Costs (ODC)**

l) Travel/ Mileage Costs (supported by consultant actual costs)	\$	
m) Equipment Rental and Supplies (itemize)	\$	3,360.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.	\$	
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	\$	
p) <b>Total Other Direct Costs [ (l) + (m) + (n) + (o) ]</b>	\$	3,360.00
<b>Total cost [(c) + (e) + (j) + (k) + (p)]</b>	\$	117,810.57

**Notes:**

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

Form 348-10-H Cost Proposal  
Actual Cost- Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts  
EXHIBIT B - "I-10 Corridor Freight and Express Lane Project - Contract 2  
Construction Management Services"

Consultant Arellano Associates Contract No. 23-1002960 Date 1/24/2024

**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
\$ 42,177.60 /	240	= \$ 175.74	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 \$ 175.74 +	4%	=	\$ 182.77	Year 2 Avg Hourly Rate
Year 2 \$ 182.77 +	4%	=	\$ 190.08	Year 3 Avg Hourly Rate
Year 3 \$ 190.08 +	4%	=	\$ 197.68	Year 4 Avg Hourly Rate
Year 4 \$ 197.68 +	4%	=	\$ 205.59	Year 5 Avg Hourly Rate

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

Estimated % Completed Each year	Total Hours Per Cost Proposal	Total Hours per Year	
Year 1 15.0% *	240	= 36.0	Estimated Hours Year 1
Year 2 25.0% *	240	= 60.0	Estimated Hours Year 2
Year 3 25.0% *	240	= 60.0	Estimated Hours Year 3
Year 4 20.0% *	240	= 48.0	Estimated Hours Year 4
Year 5 15.0% *	240	= 36.0	Estimated Hours Year 5
Total 100.0%	Total	= 240	

**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 \$ 175.74 *	36.0	= \$ 6,326.64	Estimated Hours Year 1
Year 2 \$ 182.77 *	60.0	= \$ 10,966.20	Estimated Hours Year 2
Year 3 \$ 190.08 *	60.0	= \$ 11,404.80	Estimated Hours Year 3
Year 4 \$ 197.68 *	48.0	= \$ 9,488.64	Estimated Hours Year 4
Year 5 \$ 205.59 *	36.0	= \$ 7,401.24	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =		\$ 45,587.52	
Direct Labor Subtotal before Escalation =		\$ 42,177.60	
Estimated Total of Direct Labor Salary Increase =		\$ 3,409.92	Transferred to page 1

**Notes:**

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only. The actual allowable escalation is per Contract Section
- Proposed escalation is 4% for each year of the project. If escalation rates increases, we will follow the US Bureau of Labor Statistics, Table 6, DIR escalation rates for future years.
- Estimated yearly percent completed from resource loaded schedule

Contract: 23-1002960			Date: 7/24/2024		Detail Sheet																																				
Task Description			Consultant																																						
			Arellano Associates						24-Jan-24																																
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH	AI							
Row	WBS Number	Drawing or Item of Work - Titles	Project Manager	Design Project Manager	Senior Project Coordinator	Project Coordinator	Assistant Project Coordinator																																		
1		Project Management	240.0	0.0	0.0	0.0	0.0																											Total							
2		Office work and field inspection																																							
3		Office work																																							
4		Field Inspection																																							
5																																									
6																																									
7																																									
		Total Hours	240.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0							

EXHIBIT B - Approved Cost Proposal  
CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2  
Construction Management Services"

[illegible]

**EXHIBIT B - Approved Cost Proposal**  
**CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2**  
**Construction Management Services"**

Consultant David Evans and Associates, Inc.Contract No. 23-1002960Date 1/24/2024

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Landscape Inspection		6,220	54.00	74.00	\$64.00	\$398,080.00
Irrigation Inspection		300	54.00	74.00	\$64.00	\$19,200.00
Landscape Architect		200	54.00	74.00	\$64.00	\$12,800.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00

**Labor Costs**

a) Subtotal Direct Labor Costs		\$	\$430,080.00
b) Anticipated Salary Increases (see page 2 for sample)		\$	34,765.92
c) <b>TOTAL DIRECT LABOR COSTS</b> [(a)+(b)]		\$	464,845.92

**Fringe Benefits**

d) Fringe Benefits (Rate <u>59.420%</u> %)	e) <b>Total Fringe Benefits</b> [(c)x(d)]	\$	276,211.45
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**Indirect Costs**

f) Overhead (Rate <u>118.920%</u> %)	g) Overhead [(c)x (f)]	\$	552,794.77
h) General and Administrative (Rate <u>      </u> %)	i) Gen & Admin [(c) x (h)]	\$	-
	j) <b>Total Indirect Costs</b> [(g)+(i)]	\$	552,794.77

**Fixed Fee (Profit)**

n) (Rate <u>8.00%</u> %)	k) <b>Fixed fee</b> [ (c) + (e) + (j)] x (n)	\$	103,508.17
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**Total Loaded Labor Costs**1,397,360.31**Other Direct Costs (ODC)**

l) Travel/ Mileage Costs (supported by consultant actual costs)	\$	
m) Equipment Rental and Supplies (itemize)	\$	42,697.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.	\$	
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	\$	
p) <b>Total Other Direct Costs</b> [ (l) + (m) + (n) + (o) ]	\$	42,697.00
<b>Total cost</b> [(c) + (e) + (j)] + (k) + (p)]	\$	1,440,057.31

**Notes:**

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

Form 348-10-H Cost Proposal  
Actual Cost- Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts  
EXHIBIT B - Approved Cost Proposal  
CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2 Construction Management Services "

Consultant David Evans and Associates, Inc. Contract No. 23-1002960 Date 1/24/2024

**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
\$ 430,080.00 /	6720	= \$ 64.00	Year 1 avg Hourly rate

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

Average hourly rate	Proposed Escalation				
Year 1 \$ 64.00 +	4%	=	\$ 66.56	Year 2 Avg Hourly Rate	
Year 2 \$ 66.56 +	4%	=	\$ 69.22	Year 3 Avg Hourly Rate	
Year 3 \$ 69.22 +	4%	=	\$ 71.99	Year 4 Avg Hourly Rate	
Year 4 \$ 71.99 +	4%	=	\$ 74.87	Year 5 Avg Hourly Rate	

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

Estimated % Completed Each year	Total Hours Per Cost Proposal	Total Hours per Year	
Year 1 15.0% *	6720	= 1008.0	Estimated Hours Year 1
Year 2 25.0% *	6720	= 1680.0	Estimated Hours Year 2
Year 3 25.0% *	6720	= 1680.0	Estimated Hours Year 3
Year 4 20.0% *	6720	= 1344.0	Estimated Hours Year 4
Year 5 15.0% *	6720	= 1008.0	Estimated Hours Year 5
Total 100.0%	Total	= 6720	

**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 \$ 64.00 *	1008.0	= \$ 64,512.00	Estimated Hours Year 1
Year 2 \$ 66.56 *	1680.0	= \$ 111,820.80	Estimated Hours Year 2
Year 3 \$ 69.22 *	1680.0	= \$ 116,289.60	Estimated Hours Year 3
Year 4 \$ 71.99 *	1344.0	= \$ 96,754.56	Estimated Hours Year 4
Year 5 \$ 74.87 *	1008.0	= \$ 75,468.96	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =		\$ 464,845.92	
Direct Labor Subtotal before Escalation =		\$ 430,080.00	
Estimated Total of Direct Labor Salary Increase =		\$ 34,765.92	Transferred to page 1

**Notes:**

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only. The actual allowable escalation is per Contract Section
- Proposed escalation is 4% for each year of the project. If escalation rates increases, we will follow the US Bureau of Labor Statistics, Table 6, DIR escalation rates for future years.
- Estimated yearly percent completed from resource loaded schedule

Contract: 23-1002960			Date: 1/24/2024		Detail Sheet																																	
Task Description			Consultant																																			
Landscape Architecture / Landscape and Irrigation Observation / Inspection			David Evans and Associates, Inc.																																			
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH	AI				
Row	WBS Number	Drawing or Item of Work - Titles	Landscape Inspection	Irrigation Inspection	Landscape Architect																																	
1		Landscape and Irrigation Observation / Inspection	6,220.0	300.0	200.0																													Total Hours				
2																																						
3																																						
4																																						
5																																						
6																																						
Total Hours			6,220.0	300.0	200.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				

EXHIBIT B - Approved Cost Proposal  
CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2  
Construction Management Services"

Contract: 23-1002960			Date: 1/24/2024		Detail Sheet																																			
Task Description			Consultant																																					
Landscape Architecture / Landscape and Irrigation Observation / Inspection			David Evans and Associates, Inc.																																					
A	B	C	D1	E1	F1	G1	H1	I1	J1	K1	L1	M1	N1	O1	P1	Q1	R1	S1	T1	U1	V1	W1	X1	Y1	Z1	AA1	AB1	AC1	AD1	AE1	AF1	AG1	AH1	AI1	AJ	AK	AL	AM		
Row	WBS Number	Drawing or Item of Work - Titles	\$ 04.00	\$ 04.00	\$ 04.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						Direct Labor Total	Overhead Cost
1		Landscape and Irrigation Observation / Inspection	\$ 398,080.00	\$ 19,200.00	\$ 12,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#####	\$ 767,004.67	#####	#####	#####	
2			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
3			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
4			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
6			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
7			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		Total Hours	\$ 398,080.00	\$ 19,200.00	\$ 12,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#####	\$ 767,004.67	#####	#####	#####	



**EXHIBIT B - Approved Cost Proposal**  
**CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2**  
**Construction Management Services"**

Consultant ECORP Consulting, Inc.Contract No. 23-1002960Date 1/24/2024

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Senior I	Josh Corona-Bennett	50	46.64	46.64	\$46.64	\$2,332.00
Staff III	Carley Adams	80	39.52	39.52	\$39.52	\$3,161.60
Senior IV	Jesus "Freddie" Olmos	10	62.87	62.87	\$62.87	\$628.70
Senior III	Seth Myers	21	55.53	55.53	\$55.53	\$1,166.13
Staff III	Bryce "Adam" Schroder	116	39.27	39.27	\$39.27	\$4,555.32
Staff III	Lauren Simpson	710	43.28	43.28	\$43.28	\$30,728.80
Senior I	Sonia Sifuentes	5	48.56	48.56	\$48.56	\$242.80
Senior III	Scott Taylor	10	50.00	50.00	\$50.00	\$500.00
Senior II	Christine Tischer	425	48.20	48.20	\$48.20	\$20,485.00
Principal III		4	82.10	92.54	\$87.32	\$349.28
Senior IV		0	58.34	67.16	\$62.75	\$0.00
Senior III		0	52.79	58.33	\$55.56	\$0.00
Senior II		6	48.62	52.78	\$50.70	\$304.20
Senior I		60	44.45	48.61	\$46.53	\$2,791.80
Staff III		420	36.60	44.44	\$40.52	\$17,018.40
Staff II		281	34.16	36.59	\$35.38	\$9,941.78
Staff I		191	32.94	34.15	\$33.55	\$6,408.05
Associate III		416	30.50	32.93	\$31.72	\$13,195.52
Associate II		0	28.06	30.49	\$29.28	\$0.00
Associate I		274	25.62	28.05	\$26.84	\$7,354.16
Assistant III		370	24.40	25.61	\$25.01	\$9,253.70
Assistant II		0	23.18	24.39	\$23.79	\$0.00
Assistant I		0	20.74	23.17	\$21.96	\$0.00
GIS Specialist III		4	45.84	55.00	\$50.42	\$201.68
GIS Specialist II		88	38.89	45.83	\$42.36	\$3,727.68
GIS Specialist I		0	29.27	38.89	\$34.08	\$0.00
Publications Specialist I		25	24.39	33.33	\$28.86	\$721.50
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00

**Labor Costs**

a) Subtotal Direct Labor Costs	\$	135,068.10
b) Anticipated Salary Increases (see page 2 for sample)	\$	10,956.03
c) <b>TOTAL DIRECT LABOR COSTS [(a)+(b)]</b>	\$	146,024.13

**Fringe Benefits**

d) Fringe Benefits (Rate <u>60.640%</u> %)	e) <b>Total Fringe Benefits [(c)x(d)]</b>	\$	88,549.03
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**Indirect Costs**

f) Overhead (Rate	41.200%	g) Overhead [(c)x (f)]	\$	60,161.94
h) General and Administrative (Rate	88.380%	i) Gen & Admin [(c) x (h)]	\$	129,056.13
j) Total Indirect Costs [(g)+(i)]			\$	189,218.07

**Fixed Fee (Profit)**

n) (Rate <u>8.00%</u> %)	k) <b>Fixed fee [(c) + (e) + (j)] x (n)</b>	\$	33,903.30
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**Total Loaded Labor Costs**

			457,694.53
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**Other Direct Costs (ODC)**

l) Travel/ Mileage Costs (supported by consultant actual costs)	\$	9,000.00
m) Equipment Rental and Supplies (itemize)	\$	-
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.	\$	
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	\$	
p) <b>Total Other Direct Costs [(l) + (m) + (n) + (o)]</b>	\$	9,000.00
<b>Total cost [(c) + (e) + (j) + (k) + (p)]</b>	\$	466,694.53

## Notes:

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

Form 348-10-H Cost Proposal  
Actual Cost- Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts  
EXHIBIT B - Approved Cost Proposal  
CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2 Construction Management Services"

Consultant ECORP Consulting, Inc. Contract No. 23-1002960 Date 1/24/2024

**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
\$ 135,068.10	3566	= \$ 37.88	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 \$ 37.88 +	4%	=	\$ 39.40	Year 2 Avg Hourly Rate	
Year 2 \$ 39.40 +	4%	=	\$ 40.98	Year 3 Avg Hourly Rate	
Year 3 \$ 40.98 +	4%	=	\$ 42.62	Year 4 Avg Hourly Rate	
Year 4 \$ 42.62 +	4%	=	\$ 44.32	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 15.0% *	3566	= 534.9	Estimated Hours Year 1
Year 2 25.0% *	3566	= 891.5	Estimated Hours Year 2
Year 3 25.0% *	3566	= 891.5	Estimated Hours Year 3
Year 4 20.0% *	3566	= 713.2	Estimated Hours Year 4
Year 5 15.0% *	3566	= 534.9	Estimated Hours Year 5
Total 100.0%	Total	= 3566	

**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 \$ 37.88 *	534.9	= \$ 20,262.01	Estimated Hours Year 1
Year 2 \$ 39.40 *	891.5	= \$ 35,125.10	Estimated Hours Year 2
Year 3 \$ 40.98 *	891.5	= \$ 36,533.67	Estimated Hours Year 3
Year 4 \$ 42.62 *	713.2	= \$ 30,396.58	Estimated Hours Year 4
Year 5 \$ 44.32 *	534.9	= \$ 23,706.77	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =		\$ 146,024.13	
Direct Labor Subtotal before Escalation =		\$ 135,068.10	
Estimated Total of Direct Labor Salary Increase =		\$ 10,956.03	Transferred to page 1

**Notes:**

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only. The actual allowable escalation is per Contract Section
- Proposed escalation is 4% for each year of the project. If escalation rates increases, we will follow the US Bureau of Labor Statistics, Table 6, DIR escalation rates for future years.
- Estimated yearly percent completed from resource loaded schedule

Contract: 23-1002960			Date: 1/24/2024		Detail Sheet																															
Task Description			Consultant																																	
			ECORP Consulting, Inc.																																	
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH	AI		
Row	WBS Number	Drawing or Item of Work - Titles	Senior I	Senior II	Senior IV	Senior III	Staff III	Staff III	Senior I	Senior III	Senior II	Principal III	Senior IV	Senior III	Senior II	Senior I	Staff III	Staff II	Staff I	Associate III	Associate II	Associate I	Assistant III	Assistant II	Assistant I	GIS Specialist III	GIS Specialist II	GIS Specialist I	Publication Specialist I							Total Hours
1																																				
2	BIO	Biological Monitoring																																		
3		24-Jan-24	50.0	80.0																																
4	CULTURAL	Cultural Monitoring																																		
5	CULTURAL	Cultural Report/Comments																																		
6																																				
7	PALEO	Paleontological Monitoring																																		
8	PALEO	Paleontological Monitoring Report																																		
9																																				
10	AGNE	General Mitigation Compliance & Assistance																																		
11																																				
12																																				
13																																				
Total Hours			50.0	80.0	10.0	21.0	116.0	710.0	5.0	10.0	425.0	4.0	0.0	0.0	6.0	60.0	420.0	281.0	191.0	416.0	0.0	274.0	370.0	0.0	0.0	4.0	88.0	0.0	25.0	0.0	0.0	0.0	0.0	0.0		

EXHIBIT B - Approved Cost Proposal  
CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2  
Construction Management Services"

23-1002960				Date:	1/24/2024		Detail Sheet																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																					
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**EXHIBIT B - Approved Cost Proposal**  
**CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2**  
**Construction Management Services"**

Consultant G3 Quality, Inc.Contract No. 23-1002960Date 1/24/2024

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Quality Assurance Materials Testing		0	130.00	150.00	\$140.00	\$0.00
Materials Tester - Group 1		0	54.68	58.68	\$56.68	\$0.00
Inspector/Materials Tester - Group 2		0	56.46	60.46	\$58.46	\$0.00
Special Inspector NDT - Group 3		0	58.46	62.46	\$60.46	\$0.00
Field Inspector PW*		1,920	64.46	70.46	\$67.46	\$129,523.20
Field Inspector PW*OT		672	96.69	105.69	\$101.19	\$67,999.68
Field Inspector PW*DT		192	128.92	140.92	\$134.92	\$25,904.64
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00

**Labor Costs**

a) Subtotal Direct Labor Costs	\$	\$223,427.52
b) Anticipated Salary Increases (see page 2 for sample)	\$	18,052.46
c) <b>TOTAL DIRECT LABOR COSTS [(a)+(b)]</b>	\$	<b>241,479.98</b>

**Fringe Benefits**

d) Fringe Benefits (Rate <u>67.800%</u> %)	e) <b>Total Fringe Benefits [(c)x(d)]</b>	\$	163,723.43
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**Indirect Costs**

f) Overhead (Rate <u>57.440%</u> %)	g) Overhead [(c)x (f)]	\$	138,706.10
h) General and Administrative (Rate <u>      </u> %)	i) Gen & Admin [(c) x (h)]	\$	-
	j) <b>Total Indirect Costs [(g)+(i)]</b>	\$	<b>138,706.10</b>

**Fixed Fee (Profit)**

n) (Rate <u>8.00%</u> %)	k) <b>Fixed fee [ (c) + (e) + (j)] x (n)</b>	\$	43,512.76
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**Total Loaded Labor Costs**587,422.27**Other Direct Costs (ODC)**

l) Travel/ Mileage Costs (supported by consultant actual costs)	\$	-
m) Equipment Rental and Supplies (itemize) - (SEE ATTACHED)	\$	1,808.16
n) Other direct costs - Misc	\$	10,020.00
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	\$	-

Laboratory Testing (Attachment A billed per test)

p) <b>Total Other Direct Costs [ (l) + (m) + (n) + (o) ]</b>	\$	11,828.16
<b>Total cost [(c) + (e) + (j) + (k) + (p)]</b>	\$	<b>599,250.43</b>

**Notes:**

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

**EXHIBIT B - Approved Cost Proposal**  
**CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2**  
**Construction Management Services"**

**Other Direct Costs (ODC)**

Soils / HMA Density Gauge, per hour	\$10.00
Concrete / Asphalt Coring Equipment, per day	\$647.91
Pavement Inertial Profiling Truck, per hour	\$262.28
Magnetic Imaging Technology Scanner, per hour	\$233.38
Onsite Mobile Laboratory, per calendar day	\$525.67
Field Truck, per day	<u>\$128.92</u>

Form 348-10-H Cost Proposal  
Actual Cost- Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts  
EXHIBIT B - Approved Cost Proposal  
CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2 Construction Management Services"

Consultant G3 Quality, Inc. Contract No. 23-1002960 Date 1/24/2024

**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
\$ 223,427.52 /	2784	= \$ 80.25	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 \$ 80.25 +	4%	=	\$ 83.46	Year 2 Avg Hourly Rate	
Year 2 \$ 83.46 +	4%	=	\$ 86.80	Year 3 Avg Hourly Rate	
Year 3 \$ 86.80 +	4%	=	\$ 90.27	Year 4 Avg Hourly Rate	
Year 4 \$ 90.27 +	4%	=	\$ 93.88	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 15.0% *	2784	= 417.6	Estimated Hours Year 1
Year 2 25.0% *	2784	= 696.0	Estimated Hours Year 2
Year 3 25.0% *	2784	= 696.0	Estimated Hours Year 3
Year 4 20.0% *	2784	= 556.8	Estimated Hours Year 4
Year 5 15.0% *	2784	= 417.6	Estimated Hours Year 5
Total 100.0%	Total	= 2784	

**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 \$ 80.25 *	417.6	= \$ 33,512.40	Estimated Hours Year 1
Year 2 \$ 83.46 *	696.0	= \$ 58,088.16	Estimated Hours Year 2
Year 3 \$ 86.80 *	696.0	= \$ 60,412.80	Estimated Hours Year 3
Year 4 \$ 90.27 *	556.8	= \$ 50,262.34	Estimated Hours Year 4
Year 5 \$ 93.88 *	417.6	= \$ 39,204.29	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =		\$ 241,479.98	
Direct Labor Subtotal before Escalation =		\$ 223,427.52	
Estimated Total of Direct Labor Salary Increase =		\$ 18,052.46	Transferred to page 1

**Notes:**

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only. The actual allowable escalation is per Contract Section
- Proposed escalation is 4% for each year of the project. If escalation rates increases, we will follow the US Bureau of Labor Statistics, Table 6, DIR escalation rates for future years.
- Estimated yearly percent completed from resource loaded schedule



Contract: 23-1002960			Date: 1/24/2024		Detail Sheet																																			
Task Description			Consultant																																					
			G3 Quality, Inc.																																					
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH	AI						
Row	WBS Number	Drawing or Item of Work - Titles	Quantity Assurance (Minimum Hours) Project Manager	Materials Trainer - Group 1	Inspector-Materials 1 (Group 2)	Special Inspector (Group 3)	Field Inspector Proj	Field Inspector Proj (U)	Field Inspector Proj (U)																															
1		Field	0.0	0.0	0.0	0.0	1,920.0	672.0	192.0																									Total Hours						
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4																																								
5																																								
6																																								
Total Hours			0.0	0.0	0.0	0.0	1,920.0	672.0	192.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0						



EXHIBIT B - Approved Cost Proposal  
CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2  
Construction Management Services"

[illegible]

**EXHIBIT B - Approved Cost Proposal**  
**CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2**  
**Construction Management Services"**

Consultant Gannett Fleming, Inc.Contract No. 23-1002960Date 1/24/2024

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
ARE/Lead RE		6,720	111.00	141.00	\$126.00	\$846,720.00
SWPPP Coordinator		1,880	95.00	120.00	\$107.50	\$202,100.00
Structures Representative		0	95.00	145.00	\$120.00	\$0.00
*Roadway Inspector		0	78.00	114.00	\$96.00	\$0.00
*Structures Inspector		0	91.00	117.00	\$104.00	\$0.00
MOT Lead		0	115.00	145.00	\$130.00	\$0.00
Scheduler		0	100.00	127.00	\$113.50	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00

**Labor Costs**

a) Subtotal Direct Labor Costs	\$ 1,048,820.00
b) Anticipated Salary Increases (see page 2 for sample)	\$ 84,844.90
c) <b>TOTAL DIRECT LABOR COSTS [(a)+(b)]</b>	<b>\$ 1,133,664.90</b>

**Fringe Benefits**

d) Fringe Benefits (Rate <u>52.576%</u> %)	e) <b>Total Fringe Benefits [(c)x(d)]</b>	\$ 596,035.66
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**Indirect Costs**

f) Overhead (Rate <u>76.511%</u> %)	g) Overhead [(c)x (f)]	\$ 867,378.35
h) General and Administrative (Rate <u>      </u> %)	i) Gen & Admin [(c) x (h)]	\$ -
	j) <b>Total Indirect Costs [(g)+(i)]</b>	<b>\$ 867,378.35</b>

**Fixed Fee (Profit)**

n) (Rate <u>8.00%</u> %)	k) <b>Fixed fee [ (c) + (e) + (j)] x (n)</b>	\$ 207,766.31
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**Total Loaded Labor Costs**2,804,845.22**Other Direct Costs (ODC)**

l) Travel/ Mileage Costs (supported by consultant actual costs) @.66 per mile	\$ 55,440.00
m) Equipment Rental and Supplies (itemize) (company vehicle each, per month cost)	\$ -
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.	\$ -
o) FCCM (billed as an Other Direct Cost based on the sum of actual hourly rates (AHR) of each employee (Emp) and the number of monthly hours billed (MHB) multiplied by the FCCM) @.07	\$ -

p) <b>Total Other Direct Costs [ (l) + (m) + (n) + (o) ]</b>	\$ 55,440.00
<b>Total cost [(c) + (e) + (j) + (k) + (p)]</b>	<b>\$ 2,860,285.22</b>

**Notes:**

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

Form 348-10-H Cost Proposal  
Actual Cost- Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts  
EXHIBIT B - Approved Cost Proposal  
CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2 Construction Management Services"

Consultant Gannett Fleming, Inc. Contract No. 23-1002960 Date 1/24/2024

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

Direct Labor Subtotal Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5year Contract Duration
\$ 1,048,820.00 /	8600 =	\$ 121.96	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 \$ 121.96 +	4%	=	\$ 126.84	Year 2 Avg Hourly Rate
Year 2 \$ 126.84 +	4%	=	\$ 131.91	Year 3 Avg Hourly Rate
Year 3 \$ 131.91 +	4%	=	\$ 137.19	Year 4 Avg Hourly Rate
Year 4 \$ 137.19 +	4%	=	\$ 142.68	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 15.0% *	8600 =	1290.0	Estimated Hours Year 1
Year 2 25.0% *	8600 =	2150.0	Estimated Hours Year 2
Year 3 25.0% *	8600 =	2150.0	Estimated Hours Year 3
Year 4 20.0% *	8600 =	1720.0	Estimated Hours Year 4
Year 5 15.0% *	8600 =	1290.0	Estimated Hours Year 5
Total 100.0%	Total =	8600	

**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 \$ 121.96 *	1290.0 =	\$ 157,328.40	Estimated Hours Year 1
Year 2 \$ 126.84 *	2150.0 =	\$ 272,706.00	Estimated Hours Year 2
Year 3 \$ 131.91 *	2150.0 =	\$ 283,606.50	Estimated Hours Year 3
Year 4 \$ 137.19 *	1720.0 =	\$ 235,966.80	Estimated Hours Year 4
Year 5 \$ 142.68 *	1290.0 =	\$ 184,057.20	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =		\$ 1,133,664.90	
Direct Labor Subtotal before Escalation =		\$ 1,048,820.00	
Estimated Total of Direct Labor Salary Increase =		\$ 84,844.90	Transferred to page 1

**Notes:**

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only. The actual allowable escalation is per Contract Section
- Proposed escalation is 4% for each year of the project. If escalation rates increases, we will follow the US Bureau of Labor Statistics, Table 6, DIR escalation rates for future years.
- Estimated yearly percent completed from resource loaded schedule

Contract: 23-1002960			Date: 1/24/2024		Detail Sheet																														
Task Description			Consultant																																
			Gannett Fleming, Inc.																																
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH	AI	
Row	WBS Number	Drawing or Item of Work - Titles	ARELAND RE	SHRIMP Coordinator	Structures Representative	Highway Inspector	Structures Inspector	MOT Lead	Scheduler																										
1	Field		6,720.0	1,880.0																														Total Hours	
2																																			
3																																			
4																																			
5																																			
6																																			
Total Hours			6,720.0	1,880.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	

EXHIBIT B - Approved Cost Proposal  
CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2  
Construction Management Services"

[illegible]



Form 348-10-H Cost Proposal  
Actual Cost- Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts  
EXHIBIT B - Approved Cost Proposal  
CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2 Construction Management Services"

Consultant Gannett Fleming, Inc. Contract No. 23-1002960 Date 1/24/2024

**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
\$ 653,760.00 /	3600	= \$ 181.60	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 \$ 181.60 +	4%	=	\$ 188.86	Year 2 Avg Hourly Rate	
Year 2 \$ 188.86 +	4%	=	\$ 196.41	Year 3 Avg Hourly Rate	
Year 3 \$ 196.41 +	4%	=	\$ 204.27	Year 4 Avg Hourly Rate	
Year 4 \$ 204.27 +	4%	=	\$ 212.44	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 15.0% *	3600	= 540.0	Estimated Hours Year 1
Year 2 25.0% *	3600	= 900.0	Estimated Hours Year 2
Year 3 25.0% *	3600	= 900.0	Estimated Hours Year 3
Year 4 20.0% *	3600	= 720.0	Estimated Hours Year 4
Year 5 15.0% *	3600	= 540.0	Estimated Hours Year 5
Total 100.0%	Total	= 3600	

**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 \$ 181.60 *	540.0	= \$ 98,064.00	Estimated Hours Year 1
Year 2 \$ 188.86 *	900.0	= \$ 169,974.00	Estimated Hours Year 2
Year 3 \$ 196.41 *	900.0	= \$ 176,769.00	Estimated Hours Year 3
Year 4 \$ 204.27 *	720.0	= \$ 147,074.40	Estimated Hours Year 4
Year 5 \$ 212.44 *	540.0	= \$ 114,717.60	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =		\$ 706,599.00	
Direct Labor Subtotal before Escalation =		\$ 653,760.00	
Estimated Total of Direct Labor Salary Increase =		\$ 52,839.00	Transferred to page 1

**Notes:**

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only. The actual allowable escalation is per Contract Section
- Proposed escalation is 4% for each year of the project. If escalation rates increases, we will follow the US Bureau of Labor Statistics, Table 6, DIR escalation rates for future years.
- Estimated yearly percent completed from resource loaded schedule

Contract: 23-1002960				Date: 1/24/2024		Detail Sheet																																	
Task Description				Consultant																																			
				Gannett Fleming, Inc.																																			
A	B	C		D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH	AI				
Row	WBS Number	Drawing or Item of Work - Titles		Tidings DA/QC	Caltrans SME	Tidings SME	Technical SME	Tidings Manager	Tidings SME																														
1		Field		3,600.0																															Total Hours				
2																																							
3																																							
4																																							
5																																							
6																																							
Total Hours				3,600.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				



EXHIBIT B - Approved Cost Proposal  
CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2  
Construction Management Services"

Contract: 23-1007960				Issue: 1/24/2024		Detail Sheet																																						
Task Description				Consultant:																																								
0				Gannett Fleming, Inc.																																								
A	B	C		D1	E1	F1	G1	H1	I1	J1	K1	L1	M1	N1	O1	P1	Q1	R1	S1	T1	U1	V1	W1	X1	Y1	Z1	AA1	AB1	AC1	AD1	AE1	AF1	AG1	AH1										
				\$ 181.60	\$ 159.70	\$ 197.25	\$ 124.40																																					
Row	WBS Number	Drawing or Item of Work - Titles		Jobing OACOC	Jobing OACOC	Jobing OACOC	Jobing OACOC	Jobing OACOC	Jobing OACOC	Jobing OACOC	Jobing OACOC	Jobing OACOC	Jobing OACOC	Jobing OACOC	Jobing OACOC	Jobing OACOC	Jobing OACOC	Jobing OACOC	Jobing OACOC	Jobing OACOC	Jobing OACOC	Jobing OACOC	Jobing OACOC	Jobing OACOC	Jobing OACOC	Jobing OACOC	Jobing OACOC	Jobing OACOC	Jobing OACOC	Jobing OACOC	Jobing OACOC	Jobing OACOC	Jobing OACOC	Jobing OACOC	Jobing OACOC	Jobing OACOC	Jobing OACOC	Jobing OACOC	Jobing OACOC					
1	Field			\$653,760.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
2				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
3				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
4				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
5				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
6				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
				\$653,760.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
Total Hours																																												

**EXHIBIT B - Approved Cost Proposal**  
**CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2**  
**Construction Management Services"**

Consultant Guida Surveying, IncContract No. 23-1002960Date 1/24/2024

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Survey Principal	Survey Principal	80	90.00	105.00	\$97.50	\$7,800.00
Survey Manager	Survey Manager	180	85.00	105.00	\$95.00	\$17,100.00
Senior Project Surveyor/PLS	Senior Project Surveyor/PLS	1,600	60.00	80.00	\$70.00	\$112,000.00
Project Surveyor/PLS	Project Surveyor/PLS	80	50.00	70.00	\$60.00	\$4,800.00
Senior Survey Analyst	Senior Survey Analyst	80	40.00	60.00	\$50.00	\$4,000.00
Survey Analyst	Survey Analyst	320	40.00	55.00	\$47.50	\$15,200.00
Survey Technician	Survey Technician	0	25.00	45.00	\$35.00	\$0.00
Survey Intern	Survey Intern	0	25.00	35.00	\$30.00	\$0.00
Survey Admin/Clerical	Survey Admin/Clerical	160	30.00	40.00	\$35.00	\$5,600.00
*PLS Party Chief	*PLS Party Chief	6,240	71.26	71.26	\$71.26	\$444,662.40
*Certified Party Chief	*Certified Party Chief	3,120	63.56	63.56	\$63.56	\$198,307.20
*Party Chief	*Party Chief	3,120	61.51	61.51	\$61.51	\$191,911.20
*Chainman	*Chainman	9,360	55.28	55.28	\$55.28	\$517,420.80
*Apprentice Chainman	*Apprentice Chainman	3,120	24.88	44.22	\$34.55	\$107,796.00

**Labor Costs**

a) Subtotal Direct Labor Costs	\$ 1,626,597.60
b) Anticipated Salary Increases (see page 2 for sample)	\$ 150,613.60
c) <b>TOTAL DIRECT LABOR COSTS</b> [(a)+(b)]	\$ 1,777,211.20

**Fringe Benefits**

d) Fringe Benefits (Rate <u>85.460%</u> %)	e) <b>Total Fringe Benefits</b> [(c)x(d)]	\$ 1,518,804.69
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**Indirect Costs**

f) Overhead (Rate <u>111.390%</u> %)	g) Overhead [(c)x (f)]	\$ 1,979,635.56
h) General and Administrative (Rate <u>0.000%</u> %)	i) Gen & Admin [(c) x (h)]	\$ -
j) <b>Total Indirect Costs</b> [(g)+(i)]		\$ 1,979,635.56

**Fixed Fee (Profit)**

n) (Rate <u>8.00%</u> %)	k) <b>Fixed fee</b> [ (c) + (e) + (j)] x (n)	\$ 422,052.12
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**Total Loaded Labor Costs**

5,697,703.57

**Other Direct Costs (ODC)**

l) Travel/ Mileage Costs (supported by consultant actual costs) @.66	\$ 27,500.00
m) Facilities Capitol Cost Of Money (FCCM) .0122%	\$ -
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.	\$
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant	\$

p) <b>Total Other Direct Costs</b> [ (l) + (m) + (n) + (o) ]	\$ 27,500.00
<b>Total cost</b> [(c) + (e) + (j)] + (k) + (p)]	\$ 5,725,203.57

**Notes:**

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

Form 348-10-H Cost Proposal  
Actual Cost- Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts  
EXHIBIT B - Approved Cost Proposal  
CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2 Construction Management Services"

Consultant Guida Surveying, Inc Contract No. 23-1002960 Date 1/24/2024

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

Direct Labor Subtotal Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5year Contract Duration
\$ 1,626,597.60 /	27460 =	\$ 59.24	Year 1 avg Hourly rate

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

Average hourly rate	Proposed Escalation				
Year 1 \$ 59.24 +	4%	=	\$ 61.61	Year 2 Avg Hourly Rate	
Year 2 \$ 61.61 +	4%	=	\$ 64.07	Year 3 Avg Hourly Rate	
Year 3 \$ 64.07 +	4%	=	\$ 66.63	Year 4 Avg Hourly Rate	
Year 4 \$ 66.63 +	4%	=	\$ 69.30	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 15.0% *	27460 =	4119.0	Estimated Hours Year 1
Year 2 25.0% *	27460 =	6865.0	Estimated Hours Year 2
Year 3 25.0% *	27460 =	6865.0	Estimated Hours Year 3
Year 4 20.0% *	27460 =	5492.0	Estimated Hours Year 4
Year 5 16.0% *	27460 =	4393.6	Estimated Hours Year 5
Total 101.0%	Total =	27734.6	

**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 \$ 59.24 *	4119.0 =	\$ 244,009.56	Estimated Hours Year 1
Year 2 \$ 61.61 *	6865.0 =	\$ 422,952.65	Estimated Hours Year 2
Year 3 \$ 64.07 *	6865.0 =	\$ 439,840.55	Estimated Hours Year 3
Year 4 \$ 66.63 *	5492.0 =	\$ 365,931.96	Estimated Hours Year 4
Year 5 \$ 69.30 *	4393.6 =	\$ 304,476.48	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =		\$ 1,777,211.20	
Direct Labor Subtotal before Escalation =		\$ 1,626,597.60	
Estimated Total of Direct Labor Salary Increase =		\$ 150,613.60	Transferred to page 1

**Notes:**

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only. The actual allowable escalation is per Contract Section
- Proposed escalation is 4% for each year of the project. If escalation rates increases, we will follow the US Bureau of Labor Statistics, Table 6, DIR escalation rates for future years.
- Estimated yearly percent completed from resource loaded schedule

Contract: 23-1002960				Date: 1/24/2024		Detail Sheet																													
Task Description				Consultant																															
				Guide Surveying, Inc																															
A	B	C		D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH	AI
Row	WBS Number	Drawing or Item of Work - Titles		Survey Principal	Survey Manager	Senior Project Surveyor/PLS	Project Surveyor/PLS	Senior Survey Analyst	Survey Analyst	Survey Technician	Survey Intern	Survey Assistant/Detail	PLS Party Chief	Contracted Party Chief	Party Chief	Chairman	Agreement Coordinator																		
1				80.0	180.0	1,600.0	80.0	80.0	320.0			160.0	6,240.0	3,120.0	3,120.0	9,360.0	3,120.0																		Total Hours
2																																			27
3																																			
4																																			
5																																			
6																																			
Total Hours				80.0	180.0	1,600.0	80.0	80.0	320.0	0.0	0.0	160.0	6,240.0	3,120.0	3,120.0	9,360.0	3,120.0			0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	

EXHIBIT B - Approved Cost Proposal  
CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2  
Construction Management Services"

[illegible]

**EXHIBIT B - Approved Cost Proposal**  
**CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2**  
**Construction Management Services"**

Consultant Mammoth Associates, LLCContract No. 23-1002960Date 1/24/2024

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Office Engineer		4,800	59.00	79.00	\$69.00	\$331,200.00
Document Control		0	44.00	66.00	\$55.00	\$0.00
Scheduler 1		0	45.00	65.00	\$55.00	\$0.00
Scheduler 2		0	65.00	85.00	\$75.00	\$0.00
Scheduler 3		3,360	82.00	102.00	\$92.00	\$309,120.00
Project Controls 1		0	45.00	65.00	\$55.00	\$0.00
Project Controls 2		0	65.00	85.00	\$75.00	\$0.00
Project Controls 3		0	82.00	102.00	\$92.00	\$0.00
Project Controls Manager		0	92.00	112.00	\$102.00	\$0.00
Estimator 2		0	75.00	95.00	\$85.00	\$0.00
Estimator 3		0	94.00	114.00	\$104.00	\$0.00
Labor Compliance		3,480	60.00	80.00	\$70.00	\$243,600.00
		0			\$0.00	\$0.00

**Labor Costs**

a) Subtotal Direct Labor Costs	\$ 883,920.00
b) Anticipated Salary Increases (see page 2 for sample)	\$ 71,543.58
c) <b>TOTAL DIRECT LABOR COSTS [(a)+(b)]</b>	\$ 955,463.58

**Fringe Benefits**

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

f) Overhead (Rate <u>120.000%</u> %)	g) Overhead [(c)x (f)]	\$ 1,146,556.30
h) General and Administrative (Rate <u>          </u> %)	i) Gen & Admin [(c) x (h)]	\$ -
	j) <b>Total Indirect Costs [(g)+(i)]</b>	\$ 1,146,556.30

**Fixed Fee (Profit)**

n) (Rate <u>8.00%</u> %)	k) <b>Fixed fee [ (c) + (e) + (j) ] x (n)</b>	\$ 168,161.59
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**Total Loaded Labor Costs**2,270,181.47**Other Direct Costs (ODC)**

l) Travel/ Mileage Costs (supported by consultant actual costs)	\$ <u>          </u>
m) Equipment Rental and Supplies (itemize)	\$ -
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.	\$ <u>          </u>
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	\$ <u>          </u>
p) <b>Total Other Direct Costs [ (l) + (m) + (n) + (o) ]</b>	\$ -
<b>Total cost [(c) + (e) + (j) + (k) + (p)]</b>	\$ <u>2,270,181.47</u>

**Notes:**

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

Form 348-10-H Cost Proposal  
Actual Cost- Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts  
EXHIBIT B - Approved Cost Proposal  
CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2 Construction Management Services"

Consultant Mammoth Associates, LLC Contract No. 23-1002960 Date 1/24/2024

**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
\$ 883,920.00 /	11640	= \$ 75.94	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 \$ 75.94 +	4%	=	\$ 78.98	Year 2 Avg Hourly Rate	
Year 2 \$ 78.98 +	4%	=	\$ 82.14	Year 3 Avg Hourly Rate	
Year 3 \$ 82.14 +	4%	=	\$ 85.43	Year 4 Avg Hourly Rate	
Year 4 \$ 85.43 +	4%	=	\$ 88.85	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 15.0% *	11640	= 1746.0	Estimated Hours Year 1
Year 2 25.0% *	11640	= 2910.0	Estimated Hours Year 2
Year 3 25.0% *	11640	= 2910.0	Estimated Hours Year 3
Year 4 20.0% *	11640	= 2328.0	Estimated Hours Year 4
Year 5 15.0% *	11640	= 1746.0	Estimated Hours Year 5
Total 100.0%	Total	= 11640	

**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 \$ 75.94 *	1746.0	= \$ 132,591.24	Estimated Hours Year 1
Year 2 \$ 78.98 *	2910.0	= \$ 229,831.80	Estimated Hours Year 2
Year 3 \$ 82.14 *	2910.0	= \$ 239,027.40	Estimated Hours Year 3
Year 4 \$ 85.43 *	2328.0	= \$ 198,881.04	Estimated Hours Year 4
Year 5 \$ 88.85 *	1746.0	= \$ 155,132.10	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =		\$ 955,463.58	
Direct Labor Subtotal before Escalation =		\$ 883,920.00	
Estimated Total of Direct Labor Salary Increase =		\$ 71,543.58	Transferred to page 1

**Notes:**

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only. The actual allowable escalation is per Contract Section
- Proposed escalation is 4% for each year of the project. If escalation rates increases, we will follow the US Bureau of Labor Statistics, Table 6, DIR escalation rates for future years.
- Estimated yearly percent completed from resource loaded schedule

Contract: 23-1002960			Date: 1/24/2024			Detail Sheet																													
Task Description			Consultant																																
			Mammoth Associates, LLC																																
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH	AI	
Row	WBS Number	Drawing or Item of Work - Titles	Office Engineer	Document Controller	Scheduler 1	Scheduler 2	Scheduler 3	Project Controls 1	Project Controls 2	Project Controls 3	Project Controls Manager	Estimator 2	Estimator 3	Labor Compliance																					
1		Office and Field	4,800.0	0.0	0.0	0.0	3,360.0	0.0	0.0	0.0	0.0	0.0	0.0	3,480.0																				Total Hours	
2																																			
3																																			
4																																			
5																																			
6																																			
Total Hours			4,800.0	0.0	0.0	0.0	3,360.0	0.0	0.0	0.0	0.0	0.0	0.0	3,480.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	



EXHIBIT B - Approved Cost Proposal  
CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2  
Construction Management Services"

[illegible]

**EXHIBIT B - Approved Cost Proposal**  
**CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2**  
**Construction Management Services"**

Consultant MonumentContract No. 23-1002960Date 1/24/2024

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
R/W Project Manager	Kim Bibolet	240	85.21	90.00	\$87.61	\$21,026.40
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00

**Labor Costs**

a) Subtotal Direct Labor Costs	\$	21,026.40
b) Anticipated Salary Increases (see page 2 for sample)	\$	1,698.36
c) <b>TOTAL DIRECT LABOR COSTS</b> [(a)+(b)]	\$	22,724.76

**Fringe Benefits**

d) Fringe Benefits (Rate <u>43.920%</u> %)	e) <b>Total Fringe Benefits</b> [(c)x(d)]	\$	9,980.71
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**Indirect Costs**

f) Overhead (Rate <u>72.210%</u> %)	g) Overhead [(c)x (f)]	\$	16,409.55
h) General and Administrative (Rate <u>          </u> %)	i) Gen & Admin [(c) x (h)]	\$	-
	j) <b>Total Indirect Costs</b> [(g)+(i)]	\$	16,409.55

**Fixed Fee (Profit)**

n) (Rate <u>8.00%</u> %)	k) <b>Fixed fee</b> [ (c) + (e) + (j)] x (n)	\$	3,929.20
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**Total Loaded Labor Costs**

53,044.22

**Other Direct Costs (ODC)**

l) Travel/ Mileage Costs (supported by consultant actual costs)	\$	500.00
m) Equipment Rental and Supplies (itemize)	\$	1,560.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.	\$	
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	\$	
p) <b>Total Other Direct Costs</b> [ (l) + (m) + (n) + (o) ]	\$	2,060.00
<b>Total cost</b> [(c) + (e) + (j) + (k) + (p)]	\$	55,104.22

**Notes:**

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

Form 348-10-H Cost Proposal  
Actual Cost- Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts  
EXHIBIT B - Approved Cost Proposal  
CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2 Construction Management Services"

Consultant Monument Contract No. 23-1002960 Date 1/24/2024

**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
\$ 21,026.40 /	240	= \$ 87.61	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 \$ 87.61 +	4%	=	\$ 91.11	Year 2 Avg Hourly Rate
Year 2 \$ 91.11 +	4%	=	\$ 94.75	Year 3 Avg Hourly Rate
Year 3 \$ 94.75 +	4%	=	\$ 98.54	Year 4 Avg Hourly Rate
Year 4 \$ 98.54 +	4%	=	\$ 102.48	Year 5 Avg Hourly Rate

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

Estimated % Completed Each year	Total Hours Per Cost Proposal	Total Hours per Year	
Year 1 15.0% *	240	= 36.0	Estimated Hours Year 1
Year 2 25.0% *	240	= 60.0	Estimated Hours Year 2
Year 3 25.0% *	240	= 60.0	Estimated Hours Year 3
Year 4 20.0% *	240	= 48.0	Estimated Hours Year 4
Year 5 15.0% *	240	= 36.0	Estimated Hours Year 5
Total 100.0%	Total	= 240	

**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 \$ 87.61 *	36.0	= \$ 3,153.96	Estimated Hours Year 1
Year 2 \$ 91.11 *	60.0	= \$ 5,466.60	Estimated Hours Year 2
Year 3 \$ 94.75 *	60.0	= \$ 5,685.00	Estimated Hours Year 3
Year 4 \$ 98.54 *	48.0	= \$ 4,729.92	Estimated Hours Year 4
Year 5 \$ 102.48 *	36.0	= \$ 3,689.28	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =		\$ 22,724.76	
Direct Labor Subtotal before Escalation =		\$ 21,026.40	
Estimated Total of Direct Labor Salary Increase =		\$ 1,698.36	Transferred to page 1

**Notes:**

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only. The actual allowable escalation is per Contract Section
- Proposed escalation is 4% for each year of the project. If escalation rates increases, we will follow the US Bureau of Labor Statistics, Table 6, DIR escalation rates for future years.
- Estimated yearly percent completed from resource loaded schedule

Contract: 23-1002960				Date: 1/24/2024		Detail Sheet																														
Task Description				Consultant																																
				Monument																																
A	B	C		D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH	AI	
Row	WBS Number	Drawing or Item of Work - Titles		Point of Interest																																
1		office and field		240.0																																Total Hours
2																																				
3																																				
4																																				
5																																				
6																																				
Total Hours				240.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Contract: 23-1002960			Date: 1/24/2024			Detail Sheet																																							
Task Description			Consultant																																										
g			Monument																																										
A	B	C	D1	E1	F1	G1	H1	I1	J1	K1	L1	M1	N1	O1	P1	Q1	R1	S1	T1	U1	V1	W1	X1	Y1	Z1	AA1	AB1	AC1	AD1	AE1	AF1	AG1	AH1	AI1	AJ	AK	AL	AM							
Row	WBS Number	Drawing or Item of Work - Titles	\$ 87.61	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
1	office and field		\$ 21,026.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
2			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
3			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
4			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
5			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
6			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
Total Hours			\$ 21,026.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
			\$ 21,026.40	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####					

**EXHIBIT B - Approved Cost Proposal**  
**CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2**  
**Construction Management Services"**

Consultant PCSInfra, IncContract No. 23-1002960Date 1/24/2024

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Principle/Estimator III	Christian Peich, Brendon Finnecey	480	140.00	160.00	\$150.00	\$72,000.00
Estimator II		0	120.00	140.00	\$130.00	\$0.00
Estimator I		0	90.00	110.00	\$100.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00

**Labor Costs**

a) Subtotal Direct Labor Costs	\$	\$72,000.00
b) Anticipated Salary Increases (see page 2 for sample)	\$	5,821.44
c) <b>TOTAL DIRECT LABOR COSTS</b> [(a)+(b)]	\$	77,821.44

**Fringe Benefits**

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

f) Overhead (Rate <u>120.000%</u> %)	g) Overhead [(c)x (f)]	\$	93,385.73
h) General and Administrative (Rate <u>      </u> %)	i) Gen & Admin [(c) x (h)]	\$	-
	j) <b>Total Indirect Costs</b> [(g)+(i)]	\$	93,385.73

**Fixed Fee (Profit)**

n) (Rate <u>8.00%</u> %)	k) <b>Fixed fee</b> [ (c) + (e) + (j)] x (n)	\$	13,696.57
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**Total Loaded Labor Costs**184,903.74**Other Direct Costs (ODC)**

l) Travel/ Mileage Costs (supported by consultant actual costs)	\$	
m) Equipment Rental and Supplies (itemize)	\$	567.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.	\$	
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	\$	
p) <b>Total Other Direct Costs</b> [ (l) + (m) + (n) + (o) ]	\$	567.00
<b>Total cost</b> [(c) + (e) + (j) + (k) + (p)]	\$	185,470.74

**Notes:**

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

Form 348-10-H Cost Proposal  
Actual Cost- Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts  
EXHIBIT B - Approved Cost Proposal  
CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2 Construction Management Services"

Consultant PCSinfra, Inc Contract No. 23-1002960 Date 1/24/2024

**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
\$ 72,000.00 /	480	= \$ 150.00	Year 1 avg Hourly rate

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

Average hourly rate	Proposed Escalation				
Year 1 \$ 150.00 +	4%	=	\$ 156.00	Year 2 Avg Hourly Rate	
Year 2 \$ 156.00 +	4%	=	\$ 162.24	Year 3 Avg Hourly Rate	
Year 3 \$ 162.24 +	4%	=	\$ 168.73	Year 4 Avg Hourly Rate	
Year 4 \$ 168.73 +	4%	=	\$ 175.48	Year 5 Avg Hourly Rate	

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

Estimated % Completed Each year	Total Hours Per Cost Proposal	Total Hours per Year	
Year 1 15.0% *	480	= 72.0	Estimated Hours Year 1
Year 2 25.0% *	480	= 120.0	Estimated Hours Year 2
Year 3 25.0% *	480	= 120.0	Estimated Hours Year 3
Year 4 20.0% *	480	= 96.0	Estimated Hours Year 4
Year 5 15.0% *	480	= 72.0	Estimated Hours Year 5
Total 100.0%	Total	= 480	

**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 \$ 150.00 *	72.0	= \$ 10,800.00	Estimated Hours Year 1
Year 2 \$ 156.00 *	120.0	= \$ 18,720.00	Estimated Hours Year 2
Year 3 \$ 162.24 *	120.0	= \$ 19,468.80	Estimated Hours Year 3
Year 4 \$ 168.73 *	96.0	= \$ 16,198.08	Estimated Hours Year 4
Year 5 \$ 175.48 *	72.0	= \$ 12,634.56	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =		\$ 77,821.44	
Direct Labor Subtotal before Escalation =		\$ 72,000.00	
Estimated Total of Direct Labor Salary Increase =		\$ 5,821.44	Transferred to page 1

**Notes:**

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only. The actual allowable escalation is per Contract Section
- Proposed escalation is 4% for each year of the project. If escalation rates increases, we will follow the US Bureau of Labor Statistics, Table 6, DIR escalation rates for future years.
- Estimated yearly percent completed from resource loaded schedule

Contract: 23-1002960			Date: 1/24/2024		Detail Sheet																																				
Task Description				Consultant																																					
				PCSinfra, Inc																																					
A	B	C		D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH	AI						
Row	WBS Number	Drawing or Item of Work - Titles		Project-Schedule Estimate	Estimator B	Estimator I																																			
1		Office and Field		480.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0																	Total Hours					
2					0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0																										
3					0.0	0.0	0.0	0.0	0.0	0.0	0.0																														
4					0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0																													
5																																									
6																																									
Total Hours				480.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0					



EXHIBIT B - Approved Cost Proposal  
CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2  
Construction Management Services"

[illegible]

**EXHIBIT B - Approved Cost Proposal**  
**CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2**  
**Construction Management Services"**

Consultant Safework, Inc.Contract No. 23-1002960Date 1/24/2024

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Safety Manager		960	65.00	85.00	\$75.00	\$72,000.00
Labor Compliance		0	55.00	75.00	\$65.00	\$0.00
Utilities		0	75.00	100.00	\$87.50	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00

**Labor Costs**

a) Subtotal Direct Labor Costs	\$ 72,000.00
b) Anticipated Salary Increases (see page 2 for sample)	\$ 5,819.04
c) <b>TOTAL DIRECT LABOR COSTS [(a)+(b)]</b>	\$ 77,819.04

**Fringe Benefits**

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

f) Overhead (Rate <u>134.190%</u> %)	g) Overhead [(c)x (f)]	\$ 104,425.37
h) General and Administrative (Rate <u>0.000%</u> %)	i) Gen & Admin [(c) x (h)]	\$ -
j) <b>Total Indirect Costs [(g)+(i)]</b>		\$ 104,425.37

**Fixed Fee (Profit)**

n) (Rate <u>8.00%</u> %)	k) <b>Fixed fee [ (c) + (e) + (j)] x (n)</b>	\$ 14,579.55
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**Total Loaded Labor Costs**

196,823.96

**Other Direct Costs (ODC)**

l) Travel/ Mileage Costs (supported by consultant actual costs)	\$
m) Equipment Rental and Supplies (itemize)	\$ 5,791.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.	\$
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	\$
p) <b>Total Other Direct Costs [ (l) + (m) + (n) + (o) ]</b>	\$ 5,791.00
<b>Total cost [(c) + (e) + (j) + (k) + (p)]</b>	\$ 202,614.96

**Notes:**

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

Form 348-10-H Cost Proposal  
 Actual Cost- Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts  
 EXHIBIT B - Approved Cost Proposal  
 CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2 Construction Management Services"

Consultant Safework, Inc. Contract No. 23-1002960 Date 1/24/2024

**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
\$ 72,000.00 /	960	= \$ 75.00	Year 1 avg Hourly rate

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

Average hourly rate	Proposed Escalation				
Year 1 \$ 75.00 +	4%	=	\$ 78.00	Year 2 Avg Hourly Rate	
Year 2 \$ 78.00 +	4%	=	\$ 81.12	Year 3 Avg Hourly Rate	
Year 3 \$ 81.12 +	4%	=	\$ 84.36	Year 4 Avg Hourly Rate	
Year 4 \$ 84.36 +	4%	=	\$ 87.73	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 15.0% *	960	= 144.0	Estimated Hours Year 1
Year 2 25.0% *	960	= 240.0	Estimated Hours Year 2
Year 3 25.0% *	960	= 240.0	Estimated Hours Year 3
Year 4 20.0% *	960	= 192.0	Estimated Hours Year 4
Year 5 15.0% *	960	= 144.0	Estimated Hours Year 5
Total 100.0%	Total	= 960	

**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 \$ 75.00 *	144.0	= \$ 10,800.00	Estimated Hours Year 1
Year 2 \$ 78.00 *	240.0	= \$ 18,720.00	Estimated Hours Year 2
Year 3 \$ 81.12 *	240.0	= \$ 19,468.80	Estimated Hours Year 3
Year 4 \$ 84.36 *	192.0	= \$ 16,197.12	Estimated Hours Year 4
Year 5 \$ 87.73 *	144.0	= \$ 12,633.12	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =		\$ 77,819.04	
Direct Labor Subtotal before Escalation =		\$ 72,000.00	
Estimated Total of Direct Labor Salary Increase =		\$ 5,819.04	Transferred to page 1

**Notes:**

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only. The actual allowable escalation is per Contract Section
- Proposed escalation is 4% for each year of the project. If escalation rates increases, we will follow the US Bureau of Labor Statistics, Table 6, DIR escalation rates for future years.
- Estimated yearly percent completed from resource loaded schedule

Contract: 23-1002960				Date: 1/24/2024		Detail Sheet																														
Task Description				Consultant																																
				Safework, Inc.																																
A	B	C		D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH	AI	
Row	WBS Number	Drawing or Item of Work - Titles		Safety Manager	Labor Compliance	Utilities																														
1		Office and Field		960.0																															Total Hours	
2																																				
3																																				
4																																				
5																																				
6																																				
Total Hours				960.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	

EXHIBIT B - Approved Cost Proposal  
CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2  
Construction Management Services"

[illegible]

**EXHIBIT B - Approved Cost Proposal**  
**CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2**  
**Construction Management Services"**

Consultant Twining, Inc.Contract No. 23-1002960Date 1/24/2024

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Registered Geotechnical Engineer		138	99.18	99.18	\$99.18	\$13,686.84
QA Manager / Project Manager		2,061	100.96	100.96	\$100.96	\$208,078.56
Pavement Engineering / Project Engi		234	77.04	77.04	\$77.04	\$18,027.36
Technical Advisor - Concrete Specialt		84	121.61	121.61	\$121.61	\$10,215.24
10501 - Lead Inspector		6,720	58.51	58.51	\$58.51	\$393,187.20
Field Inspector - Group I		4,240	56.68	56.68	\$56.68	\$240,323.20
Field Inspector - Group II		9,000	58.46	58.46	\$58.46	\$526,140.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00

**Labor Costs**

a) Subtotal Direct Labor Costs	\$ 1,409,658.40
b) Anticipated Salary Increases (see page 2 for sample)	\$ 114,079.91
c) <b>TOTAL DIRECT LABOR COSTS [(a)+(b)]</b>	<b>\$ 1,523,738.31</b>

**Fringe Benefits**

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

f) Overhead (Rate <u>118.680%</u> %)	g) Overhead [(c)x (f)]	\$ 1,808,372.63
h) General and Administrative (Rate <u>          </u> %)	i) Gen & Admin [(c) x (h)]	\$ -
	j) <b>Total Indirect Costs [(g)+(i)]</b>	<b>\$ 1,808,372.63</b>

**Fixed Fee (Profit)**

n) (Rate <u>8.00%</u> %)	k) <b>Fixed fee [ (c) + (e) + (j)] x (n)</b>	\$ 266,568.88
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**Total Loaded Labor Costs**3,598,679.82**Other Direct Costs (ODC)**

l) Travel/ Mileage Costs (supported by consultant actual costs)	\$ <u>          </u>
m) Equipment Rental and Supplies (itemize)	\$ <u>          </u>
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.	\$ <u>          </u>
o) ODC's (itemized)	\$ <u>1,226,850.00</u>

p) <b>Total Other Direct Costs [ (l) + (m) + (n) + (o) ]</b>	<b>\$ 1,226,850.00</b>
<b>Total cost [(c) + (e) + (j) + (k) + (p)]</b>	<b>\$ 4,825,529.82</b>

**Notes:**

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

EXHIBIT B - Approved Cost Proposal  
 CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2  
 Construction Management Services"

**ODC - ATTACHMENT O**

Laboratory Material Testing

Consultant or Subconsultant Twining, Inc.

☐ Prime Consultant

☒ Subconsultant

Project No. \_\_\_\_\_

Contract No. 23-1002960

Date 1/24/2024

SCHEDULE OF OTHER DIRECT COST ITEMS			
Description of Items	Unit	Unit Cost	Total
1 Sieve Analysis Including Wash	292	\$ 150.00	\$ 43,800.00
2 Sieve Analysis: Split Sieve	228	\$ 240.00	\$ 54,720.00
3 Sand Equivalent	500	\$ 125.00	\$ 62,500.00
4 Soils / Maximum Wet Density	352	\$ 190.00	\$ 66,880.00
5 R-Value (Soils)	100	\$ 410.00	\$ 41,000.00
6 R-Value (Aggregate Base)	100	\$ 410.00	\$ 41,000.00
7 Plasticity Index	52	\$ 160.00	\$ 8,320.00
8 Expansion Index	49	\$ 170.00	\$ 8,330.00
9 Crushed Particles	100	\$ 175.00	\$ 17,500.00
10 Durability Index	60	\$ 210.00	\$ 12,600.00
11 Concrete Compressive Strength	1600	\$ 55.00	\$ 88,000.00
12 Modulus of Rupture	580	\$ 90.00	\$ 52,200.00
13 Percent Crushed Particles (course)	100	\$ 210.00	\$ 21,000.00
14 Percent Crushed Particles (fine)	100	\$ 210.00	\$ 21,000.00
15 Fractured Faces (Aggregate)	60	\$ 200.00	\$ 12,000.00
16 Los Angeles Rattler (100 revolutions)	60	\$ 200.00	\$ 12,000.00
17 Cleanness Value	412	\$ 175.00	\$ 72,100.00
18 Soundness	60	\$ 450.00	\$ 27,000.00
19 Organic Impurities	60	\$ 90.00	\$ 5,400.00
20 Alkali Reactivity	20	\$ 1,000.00	\$ 20,000.00
21 Specific Gravity/ Absorption (Course Aggregates)	60	\$ 100.00	\$ 6,000.00
22 Specific Gravity/ Absorption (Fine Aggregates)	60	\$ 165.00	\$ 9,900.00
23 Shrinkage	40	\$ 490.00	\$ 19,600.00
24 Chlorides/Sulfates/pH/Resistivity	100	\$ 500.00	\$ 50,000.00
25 Lab Test Maximum Density - Gyratory	252	\$ 90.00	\$ 22,680.00
26 Asphalt Content Correction Factor	20	\$ 350.00	\$ 7,000.00
27 Asphalt Content	252	\$ 160.00	\$ 40,320.00
28 Flat and Elongated Particles	120	\$ 240.00	\$ 28,800.00
29 Maximum Theoretical Density	120	\$ 160.00	\$ 19,200.00
30 Hamburg Wheel Track	120	\$ 1,000.00	\$ 120,000.00
31 Moisture Susceptibility	120	\$ 1,200.00	\$ 144,000.00
32 Asphalt Cores-Compacted Specimens Densities	900	\$ 80.00	\$ 72,000.00
			\$ -
			\$ -
<b>TOTAL ODC's =</b>			<b>\$ 1,226,850.00</b>

**IMPORTANT NOTES:**

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice )
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct costs.
6. Travel related costs should be pre-approved by the contracting agency. The rates should not exceed the State Department of Personnel Administration (DPA) requirements.
7. If mileage is claimed, the rate should be supported by the consultants calculation of their actual costs for company vehicles. In addition, the claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedures for all of their contracts and that they do not own any vehicles that could be used for the same purpose.

Form 348-10-H Cost Proposal  
Actual Cost- Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts  
EXHIBIT B - Approved Cost Proposal  
CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2 Construction Management Services"

Consultant Twining, Inc. Contract No. 23-1002960 Date 1/24/2024

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

Direct Labor Subtotal Per Cost Proposal		Total Hours cost Proposal		Avg Hourly Rate	5year Contract Duration
\$ 1,409,658.40	/	22477	=	\$ 62.72	Year 1 avg Hourly rate

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

	Average hourly rate		Proposed Escalation			
Year 1	\$ 62.72	+	4%	=	\$ 65.23	Year 2 Avg Hourly Rate
Year 2	\$ 65.23	+	4%	=	\$ 67.84	Year 3 Avg Hourly Rate
Year 3	\$ 67.84	+	4%	=	\$ 70.55	Year 4 Avg Hourly Rate
Year 4	\$ 70.55	+	4%	=	\$ 73.37	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	15.0%	*	22477	=	3371.6	Estimated Hours Year 1
Year 2	25.0%	*	22477	=	5619.3	Estimated Hours Year 2
Year 3	25.0%	*	22477	=	5619.3	Estimated Hours Year 3
Year 4	20.0%	*	22477	=	4495.4	Estimated Hours Year 4
Year 5	15.0%	*	22477	=	3371.6	Estimated Hours Year 5
Total	100.0%		Total	=	22477	

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

	Avg Hourly Rate (Calculated above)		Estimated hours (Calculated above)		Cost Per Year	
Year 1	\$ 62.72	*	3371.6	=	\$ 211,463.62	Estimated Hours Year 1
Year 2	\$ 65.23	*	5619.3	=	\$ 366,543.68	Estimated Hours Year 2
Year 3	\$ 67.84	*	5619.3	=	\$ 381,209.92	Estimated Hours Year 3
Year 4	\$ 70.55	*	4495.4	=	\$ 317,150.47	Estimated Hours Year 4
Year 5	\$ 73.37	*	3371.6	=	\$ 247,370.62	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =					\$ 1,523,738.31	
Direct Labor Subtotal before Escalation =					\$ 1,409,658.40	
Estimated Total of Direct Labor Salary Increase =					\$ 114,079.91	Transferred to page 1

**Notes:**

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only. The actual allowable escalation is per Contract Section
- Proposed escalation is 4% for each year of the project. If escalation rates increases, we will follow the US Bureau of Labor Statistics, Table 6, DIR escalation rates for future years.
- Estimated yearly percent completed from resource loaded schedule



Contract: 23-1002960			Date: 7/24/2024		Detail Sheet																															
Task Description			Consultant																																	
			Twining, Inc.																																	
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH	AI		
Row	WBS Number	Drawing or Item of Work - Titles	Registered Professional Engineer	QA Manager / Project Manager	Professional Engineering Project Engineer	Technical Director / Concrete Engineering	10081 - Lead Inspector	Field Inspector - Group 1	Field Inspector - Group 2																											
1		Geotechnical Engineering	138.0																															Total		
2		reconstruction Supports Including Project Coordination, Project Document Review, Pre-con Meeting, Submittal review, Coordination/Scheduling/ Engineering Support/Field Report Review and Distribution/Lab Testing Report Review and Distribution/Non-compliance Review		2,061.0	234.0																													2		
3		Pavement Engineering / Mix Design Review / Non Compliance Reports																																		
4		JPCP and Concrete Engineering Mix Design Review / Non Compliance Consultation and Supports				84.0																														
5		Lead-On-Site Special Inspection and Material Testing					6,720.0																											6		
6		On-Site Special Inspection and Material Testing (Soil and Asphalt 1						4,240.0																										4		
7		On-Site Special Inspection and Material Testing (Concrete, Reinforcement, Plant 1							9,000.0																									9		
8																																				
9																																				
10																																				
Total Hours			138.0	2,061.0	234.0	84.0	6,720.0	4,240.0	9,000.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	24		

[illegible]

**EXHIBIT B - Approved Cost Proposal**  
**CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2**  
**Construction Management Services"**

Consultant ZT Consulting Group, Inc.Contract No. 23-1002960Date 1/24/2024

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Source Inspection PM		370	90.00	120.00	\$105.00	\$38,850.00
Source Inspection SMR		1,340	60.00	90.00	\$75.00	\$100,500.00
Lead Steel Inspector		400	60.00	90.00	\$75.00	\$30,000.00
QA Steel NDE Inspector		336	50.00	70.00	\$60.00	\$20,160.00
QA Steel Coating Inspector		256	50.00	70.00	\$60.00	\$15,360.00
QA Concrete Inspector		256	50.00	70.00	\$60.00	\$15,360.00
QA Inspector		240	40.00	60.00	\$50.00	\$12,000.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00

**Labor Costs**

a) Subtotal Direct Labor Costs	\$	\$232,230.00
b) Anticipated Salary Increases (see page 2 for sample)	\$	18,769.83
c) <b>TOTAL DIRECT LABOR COSTS [(a)+(b)]</b>	\$	<b>250,999.83</b>

**Fringe Benefits**

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

f) Overhead (Rate <u>147.540%</u> %)	g) Overhead [(c)x (f)]	\$	370,325.15
h) General and Administrative (Rate <u>          </u> %)	i) Gen & Admin [(c) x (h)]	\$	-
	j) <b>Total Indirect Costs [(g)+(i)]</b>	\$	<b>370,325.15</b>

**Fixed Fee (Profit)**

n) (Rate <u>8.00%</u> %)	k) <b>Fixed fee [ (c) + (e) + (j)] x (n)</b>	\$	49,706.00
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**Total Loaded Labor Costs**671,030.98**Other Direct Costs (ODC)**

l) Travel/ Mileage Costs (supported by consultant actual costs)	\$	499,200.00
m) Equipment Rental and Supplies (itemize)	\$	
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.	\$	
o) Specialty testing, (mechanical couplers, strands, fasteners, bolts, baring pads, joint seals, PT anchors, structural steel)	\$	840,460.00

p) <b>Total Other Direct Costs [ (l) + (m) + (n) + (o) ]</b>	\$	<b>1,339,660.00</b>
<b>Total cost [(c) + (e) + (j) + (k) + (p)]</b>	\$	<b>2,010,690.98</b>

**Notes:**

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

Form 348-10-H Cost Proposal  
Actual Cost- Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts  
EXHIBIT B - Approved Cost Proposal  
CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2 Contrustion Management Services"

Consultant ZT Consulting Group, Inc. Contract No. 23-1002960 Date 1/24/2024

**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
\$ 232,230.00 /	3198	= \$ 72.62	Year 1 avg Hourly rate

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

Average hourly rate	Proposed Escalation				
Year 1 \$ 72.62 +	4%	=	\$ 75.52	Year 2 Avg Hourly Rate	
Year 2 \$ 75.52 +	4%	=	\$ 78.54	Year 3 Avg Hourly Rate	
Year 3 \$ 78.54 +	4%	=	\$ 81.68	Year 4 Avg Hourly Rate	
Year 4 \$ 81.68 +	4%	=	\$ 84.95	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 15.0% *	3198	= 479.7	Estimated Hours Year 1
Year 2 25.0% *	3198	= 799.5	Estimated Hours Year 2
Year 3 25.0% *	3198	= 799.5	Estimated Hours Year 3
Year 4 20.0% *	3198	= 639.6	Estimated Hours Year 4
Year 5 15.0% *	3198	= 479.7	Estimated Hours Year 5
Total 100.0%	Total	= 3198	

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

Avg Hourly Rate (Calculated above)	Estimated hours (Calculated above)	Cost Per Year	
Year 1 \$ 72.62 *	479.7	= \$ 34,835.81	Estimated Hours Year 1
Year 2 \$ 75.52 *	799.5	= \$ 60,378.24	Estimated Hours Year 2
Year 3 \$ 78.54 *	799.5	= \$ 62,792.73	Estimated Hours Year 3
Year 4 \$ 81.68 *	639.6	= \$ 52,242.53	Estimated Hours Year 4
Year 5 \$ 84.95 *	479.7	= \$ 40,750.52	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =		\$ 250,999.83	
Direct Labor Subtotal before Escalation =		\$ 232,230.00	
Estimated Total of Direct Labor Salary Increase =		\$ 18,769.83	Transferred to page 1

**Notes:**

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only. The actual allowable escalation is per Contract Section
- Proposed escalation is 4% for each year of the project. If escalation rates increases, we will follow the US Bureau of Labor Statistics, Table 6, DIR escalation rates for future years.
- Estimated yearly percent completed from resource loaded schedule

Contract: 23-1002960			Date: 1/24/2024		Detail Sheet																															
Task Description			Consultant																																	
Source Inspection			ZT Consulting Group, Inc.																																	
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH	AI		
Row	WBS Number	Drawing or Item of Work - Titles	Source Inspection PM	Source Inspection SMM	Lead Sheet Inspector	QA Sheet NDE Inspector	QA Sheet Coating Inspector	QA Concrete Inspector	QA Inspector																											
1		Source Inspection Quality Mananomet Development and Implementation	250.0	80.0																														Total		
2		SIQMP Monthly Reports - Caltrans Audits	80.0	80.0																																
3		Monthly SIQMP Activities - Reporting, Filings, etc.	0.0	400.0																																
4		Source Inspection - Material Sampling and Testing	0.0	250.0																																
5		Source Inspection - Tier 1 Items - Girders (Steel or Precast), Piles (Class N or precast)...	0.0	150.0	160.0	160.0	120.0	120.0	120.0	120.0																										
6		Source Inspection - Tier 2 Items - OHSS, Strandix, Rebar, MSE, Solicons, Fasteners...	0.0	150.0	160.0	160.0	120.0	120.0	120.0	120.0																										
7		Source Inspection - Misc Items, 3101 process, RFI, NCR, etc...	40.0	150.0	80.0	16.0	16.0	16.0	0.0																											
8																																				
9																																				
10																																				
		Total Hours	370.0	1,340.0	400.0	336.0	256.0	256.0	240.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

[illegible]

**EXHIBIT C – PREVAILING WAGE RATES**

# GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1 FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

LOCALITY: SAN BERNARDINO COUNTY

DETERMINATION: SBR-2023-2

CRAFT	CLASSIFICATION	CRAFT FOOTNOTE	ISSUE DATE	EXPIRATION DATE	BASIC HOURLY RATE	BASIC HOURLY RATE FOOTNOTE	HEALTH AND WELFARE	HEALTH AND WELFARE FOOTNOTE	PENSION	PENSION FOOTNOTE	VACATION/HOLIDAY	VACATION/HOLIDAY FOOTNOTE	TRAINING	TRAINING FOOTNOTE	OTHER PAYMENTS	OTHER PAYMENTS FOOTNOTE	HOURS	HOURS FOOTNOTE	STRAIGHT-TIME TOTAL HOURLY RATE	DAILY OVERTIME HOURLY RATE	DAILY OVERTIME HOURLY RATE FOOTNOTE	SATURDAY OVERTIME HOURLY RATE	SATURDAY OVERTIME HOURLY RATE FOOTNOTE	SUNDAY AND HOLIDAY OVERTIME HOURLY RATE	SUNDAY AND HOLIDAY OVERTIME HOURLY RATE FOOTNOTE	HOLIDAY PROVISIONS	SCOPE OF WORK PROVISIONS	TRAVEL & SUBSISTENCE PROVISIONS
#BRICKLAYER:	BRICKLAYER, CEMENT BLOCKLAYER, POINTER, CAULKER, CLEANER		08/22/2023	04/30/2024**	\$47.200	A	\$9.250		\$9.480		\$0.000		\$1.180	B	\$0.850		8.0	C	\$67.960	\$91.560	D	\$91.560	D	\$115.160		Holidays	Scope of Work	Travel & Subistence
#BRICKLAYER:	STONEMASON, MARBLE MASON		08/22/2023	04/30/2024**	\$47.200	A	\$9.250		\$9.480		\$0.000		\$1.180	B	\$0.450		8.0	C	\$67.560	\$91.160	D	\$91.160	D	\$114.760		Holidays	Scope of Work	Travel & Subistence
#BRICKLAYER:	MASON FINISHER		08/22/2023	04/30/2024**	\$42.480	A	\$9.250		\$9.480		\$0.000		\$1.130	B	\$0.450		8.0	C	\$62.790	\$84.030	D	\$84.030	D	\$105.270		Holidays	Scope of Work	Travel & Subistence
#BRICK TENDER		E	08/22/2023	06/30/2024**	\$39.530		\$8.950		\$9.470	F	\$4.400	G	\$0.750		\$0.450		8.0	C	\$63.550	\$83.320		\$83.320		\$103.080		Holidays	Scope of Work	Travel & Subistence
#BRICK TENDER	FORKLIFT OPERATOR		08/22/2023	08/30/2024**	\$39.980		\$8.950		\$9.470	F	\$4.400	G	\$0.750		\$0.450		8.0	C	\$64.000	\$83.990		\$83.990		\$103.980		Holidays	Scope of Work	Travel & Subistence
#CARPET, LINOLEUM,	RESILIENT TILE LAYER		08/22/2023	12/31/2023**	\$41.600	H	\$7.780		\$5.550		\$2.420		\$0.630		\$0.280		8.0		\$58.260	\$79.060		\$79.060	L	\$99.860		Holidays	Scope of Work	Travel & Subistence
CARPET, LINOLEUM,	MATERIAL HANDLER	J	08/22/2023	12/31/2023**	\$16.640	H	\$7.780		\$1.940		\$0.920		\$0.630		\$0.280		8.0		\$28.190	\$36.510		\$36.510	K	\$44.830		Holidays	Scope of Work	Travel & Subistence
#DRYWALL FINISHER			08/22/2023	08/31/2024**	\$47.880	H	\$8.850		\$10.230		\$5.070		\$0.920		\$1.120		8.0		\$74.070	\$98.010		\$98.010	L	\$121.950		Holidays	Scope of Work	Travel & Subistence
#ELECTRICIAN:	SOUND INSTALLER		08/22/2023	12/31/2023**	\$41.650		\$10.240		\$7.050	M	\$0.000		\$0.650		\$0.300	N	8.0		\$61.140	\$82.590	Q	\$82.590	Q	\$104.040		Holidays	Scope of Work	Travel & Subistence
#ELECTRICIAN:	INSIDE WIREMAN (ZONE A)	P	08/22/2023	05/31/2024*	\$51.000	Q	\$11.060		\$14.540	M	\$0.000		\$0.780		\$0.260	R	8.0		\$79.550	\$105.950	S	\$105.950	S	\$132.340		Holidays	Scope of Work	Travel & Subistence
#ELECTRICIAN:	INSIDE WIREMAN (ZONE B)	T	08/22/2023	05/31/2024*	\$67.700	Q	\$11.060		\$14.540	M	\$0.000		\$0.880		\$0.340	U	8.0		\$97.030	\$132.070	S	\$132.070	S	\$167.100		Holidays	Scope of Work	Travel & Subistence
#ELECTRICIAN:	CABLE SPLICER (ZONE A)	P	08/22/2023	05/31/2024*	\$53.550	Q	\$11.060		\$14.540	M	\$0.000		\$0.780		\$0.270	R	8.0		\$82.190	\$109.900	S	\$109.900	S	\$137.610		Holidays	Scope of Work	Travel & Subistence
#ELECTRICIAN:	CABLE SPLICER (ZONE B)	T	08/22/2023	05/31/2024*	\$71.090	Q	\$11.060		\$14.540	M	\$0.000		\$0.880		\$0.360	U	8.0		\$100.540	\$137.330	S	\$137.330	S	\$174.130		Holidays	Scope of Work	Travel & Subistence
#ELECTRICIAN:	TUNNEL WIREMAN (ZONE A)	P	08/22/2023	05/31/2024*	\$56.100	Q	\$11.060		\$14.540	M	\$0.000		\$0.780		\$0.280	R	8.0		\$84.820	\$113.850	S	\$113.850	S	\$142.890		Holidays	Scope of Work	Travel & Subistence
#ELECTRICIAN:	TUNNEL WIREMAN (ZONE B)	T	08/22/2023	05/31/2024*	\$74.470	Q	\$11.060		\$14.540	M	\$0.000		\$0.880		\$0.370	U	8.0		\$104.030	\$142.570	S	\$142.570	S	\$181.110		Holidays	Scope of Work	Travel & Subistence
#FIELD SURVEYOR:	CHIEF OF PARTY (018.167-010)	V	08/22/2023	09/30/2023**	\$59.510		\$12.350		\$13.150		\$5.070	G	\$1.150		\$0.150		8.0		\$91.380	\$121.140	Q	\$121.140	Q	\$150.890		Holidays	Scope of Work	Travel & Subistence
#FIELD SURVEYOR:	INSTRUMENTMAN (018.167-034)	V	08/22/2023	09/30/2023**	\$54.860		\$12.350		\$13.150		\$4.900	G	\$1.150		\$0.150		8.0		\$86.560	\$113.990	Q	\$113.990	Q	\$141.420		Holidays	Scope of Work	Travel & Subistence
#FIELD SURVEYOR:	CHAINMAN/RODMAN (069.567-010)	V	08/22/2023	09/30/2023**	\$54.280		\$12.350		\$13.150		\$4.850	G	\$1.150		\$0.150		8.0		\$85.930	\$113.070	Q	\$113.070	Q	\$140.210		Holidays	Scope of Work	Travel & Subistence
#GLAZIER			08/22/2023	05/31/2024**	\$55.500	W	\$8.700	X	\$15.550		\$0.000	Y	\$0.770		\$1.180		8.0		\$81.700	\$106.950	Z	\$106.950	Z	\$132.200		Holidays	Scope of Work	Travel & Subistence
#MARBLE FINISHER			08/22/2023	05/31/2024**	\$40.210	AA	\$9.250		\$5.020		\$0.000		\$1.010		\$0.450		8.0		\$55.940	\$76.050	AB	\$76.050	AC	\$96.150	AD	Holidays	Scope of Work	Travel & Subistence
#PAINTER:	PAINTER, LEAD ABATEMENT	AE	08/22/2023	06/30/2024**	\$38.520	Q	\$9.200		\$5.640		\$3.050		\$0.750		\$1.010		8.0		\$58.170	\$77.430	AE	\$77.430	AE	\$96.690		Holidays	Scope of Work	Travel & Subistence
#PAINTER:	INDUSTRIAL PAINTER	AE	08/22/2023	06/30/2024**	\$41.420	Q	\$9.200		\$5.640		\$3.350		\$0.850		\$1.010		8.0		\$61.470	\$82.180	AF	\$82.180	AF	\$102.890		Holidays	Scope of Work	Travel & Subistence
PAINTER:	GRAFFITI REMOVAL WORKER JOURNEYMAN (APPLIES ONLY TO PAINT-OVER METHOD)	AG	02/22/2023	01/31/2024*	\$25.000	AA	\$8.500		\$1.000		\$0.000		\$0.750		\$0.000		8.0		\$35.250	\$47.750		\$47.750	K	\$60.250		Holidays	Scope of Work	Travel & Subistence
PAINTER:	GRAFFITI REMOVAL WORKER 1 (APPLIES ONLY TO PAINT-OVER METHOD)	AH	02/22/2023	01/31/2024*	\$17.500	AA	\$8.500		\$1.000		\$0.000		\$0.750		\$0.000		8.0		\$27.750	\$36.500		\$36.500	K	\$45.250		Holidays	Scope of Work	Travel & Subistence
PAINTER:	GRAFFITI REMOVAL WORKER 2 (APPLIES ONLY TO PAINT-OVER METHOD)	AI	02/22/2023	01/31/2024*	\$18.370	AA	\$8.500		\$1.000		\$0.000		\$0.750		\$0.000		8.0		\$28.620	\$37.810		\$37.810	K	\$46.990		Holidays	Scope of Work	Travel & Subistence
#PLASTERER			08/22/2023	07/31/2024**	\$42.430		\$9.630		\$9.620		\$7.090	AJ	\$1.490		\$1.190		8.0	AK	\$71.450	\$92.670	AF	\$92.670	AL	\$113.880		Holidays	Scope of Work	Travel & Subistence
#PLASTER TENDER		AM	08/22/2023	08/06/2024**	\$43.620		\$8.950		\$11.020		\$5.300	AN	\$1.150		\$0.960		8.0		\$71.000	\$92.810	AQ	\$92.810	AP	\$114.620		Holidays	Scope of Work	Travel & Subistence
PLASTER TENDER	PLASTER CLEAN-UP LABORER		08/22/2023	08/06/2024**	\$41.070		\$8.950		\$11.020		\$5.300	AN	\$1.150		\$0.960		8.0		\$68.450	\$88.990	AQ	\$88.990	AP	\$109.520		Holidays	Scope of Work	Travel & Subistence
#PLUMBER:	PLUMBER, INDUSTRIAL AND GENERAL PIPEFITTER		08/22/2023	08/31/2024**	\$57.180	AQ	\$9.260		\$14.300	AR	\$0.000	AS	\$2.950		\$1.500	AT	8.0		\$85.190	\$112.860	D	\$112.860	D	\$138.820		Holidays	Scope of Work	Travel & Subistence
#PLUMBER:	SEWER AND STORM DRAIN PIPELAYER		08/22/2023	08/31/2024**	\$44.290	AQ	\$9.150		\$11.450	AR	\$0.000	AS	\$2.680		\$1.500	AT	8.0		\$69.070	\$90.290		\$90.290	AU	\$110.830		Holidays	Scope of Work	Travel & Subistence
PLUMBER:	SEWER AND STORM DRAIN PIPE TRADESMAN	AV	08/22/2023	08/31/2024**	\$21.850	AW	\$9.400		\$0.380		\$0.000		\$1.760		\$1.350	AT	8.0		\$34.740	\$44.740		\$44.740	AU	\$54.740		Holidays	Scope of Work	Travel & Subistence
#PLUMBER:	SERVICE & REPAIR (PLUMBER/HVAC-FITTER)		08/22/2023	08/31/2024**	\$55.450	AQ	\$9.260		\$13.990	AR	\$0.000	AS	\$2.280		\$1.500	AT	8.0		\$82.480	\$109.280		\$109.280	AX	\$134.380	AY	Holidays	Scope of Work	Travel & Subistence
#PLUMBER:	LANDSCAPE/IRRIGATION FITTER		08/22/2023	08/31/2024**	\$40.200	AA	\$9.260		\$14.300	AR	\$0.000	AS	\$2.340		\$1.300	AT	8.0		\$67.400	\$87.500		\$87.500	AU	\$106.170		Holidays	Scope of Work	Travel & Subistence
PLUMBER:	LANDSCAPE/IRRIGATION TRADESMAN	AZ	08/22/2023	08/31/2024**	\$18.590	AA	\$3.000		\$1.160	AR	\$0.000		\$0.100		\$1.100	AT	8.0		\$23.950	\$33.250		\$33.250	AU	\$42.540		Holidays	Scope of Work	Travel & Subistence
#PLUMBER:	FIRE SPRINKLER FITTER (PROTECTION AND CONTROL SYSTEMS, OVERHEAD AND UNDERGROUND)	BA	02/22/2023	12/31/2023**	\$43.250		\$11.450		\$15.360	BB	\$0.000		\$0.520		\$0.250		8.0		\$70.830	\$92.460		\$92.460		\$114.080		Holidays	Scope of Work	Travel & Subistence
#PLUMBER:	FIRE SPRINKLER FITTER (PROTECTION AND CONTROL SYSTEMS, OVERHEAD AND UNDERGROUND)	BC	08/22/2023	12/31/2023**	\$54.290		\$11.450		\$18.950		\$0.000	BD	\$1.600		\$0.450	BE	8.0		\$86.740	\$113.890	BE	\$113.890	BE	\$141.030		Holidays	Scope of Work	Travel & Subistence
#ROOFER			08/22/2022	07/31/2023*	\$43.470	BG	\$8.560		\$10.370	E	\$0.000	BH	\$0.530		\$0.690	BI	8.0		\$63.620	\$83.330	BJ	\$83.330	BJ	\$103.040		Holidays	Scope of Work	Travel & Subistence
#ROOFER	PITCH WORK		08/22/2022	07/31/2023*	\$45.220	BG	\$8.560		\$10.370	E	\$0.000	BH	\$0.530		\$0.690	BI	8.0		\$65.370	\$85.960	BJ	\$85.960	BJ	\$106.540		Holidays	Scope of Work	Travel & Subistence

Attachment: 23-1002960 - Exhibit C - Prevailing Wage Rates (10124 : I-10 Corridor Freight &amp; Express



CRAFT	CLASSIFICATION	CRAFT FOOTNOTE	ISSUE DATE	EXPIRATION DATE	BASIC HOURLY RATE	BASIC HOURLY RATE FOOTNOTE	HEALTH AND WELFARE	HEALTH AND WELFARE FOOTNOTE	PENSION	PENSION FOOTNOTE	VACATION/HOLIDAY	VACATION/HOLIDAY FOOTNOTE	TRAINING	TRAINING FOOTNOTE	OTHER PAYMENTS	OTHER PAYMENTS FOOTNOTE	HOURS	HOURS FOOTNOTE	STRAIGHT-TIME TOTAL HOURLY RATE	DAILY OVERTIME HOURLY RATE	DAILY OVERTIME HOURLY RATE FOOTNOTE	SATURDAY OVERTIME HOURLY RATE	SATURDAY OVERTIME HOURLY RATE FOOTNOTE	SUNDAY AND HOLIDAY OVERTIME HOURLY RATE	SUNDAY AND HOLIDAY OVERTIME HOURLY RATE FOOTNOTE	HOLIDAY PROVISIONS	SCOPE OF WORK PROVISIONS	TRAVEL & SUBSISTENCE PROVISIONS
#ROOFER	PREPARER		08/22/2022	07/31/2023	\$44.470	BG	\$8.560		\$10.370	F	\$0.000	BH	\$0.530		\$0.690	BI	8.0		\$64.620	\$84.830	BJ	\$84.830	BJ	\$105.040		Holidays	Scope of Work	Travel & Subistence
#SHEET METAL WORKER			08/22/2023	12/31/2023	\$55.160	Q	\$11.370		\$17.870	BK	\$0.000		\$0.820		\$0.680		8.0		\$85.900	\$113.480	BL	\$113.480	BL	\$141.060		Holidays	Scope of Work	Travel & Subistence
#TERRAZZO FINISHER			08/22/2023	08/31/2024	\$39.950	H	\$9.250		\$4.600		\$0.000	BD	\$0.800		\$0.300		8.0	AU	\$54.900	\$74.880	AB	\$74.880	BM	\$94.850	AD	Holidays	Scope of Work	Travel & Subistence
#TERRAZZO WORKER			08/22/2023	08/31/2024	\$47.850	LI	\$9.250		\$4.860		\$0.000	BD	\$1.030		\$0.360		8.0	AU	\$63.350	\$87.280	AB	\$87.280	BM	\$111.200	AD	Holidays	Scope of Work	Travel & Subistence
#TILE FINISHER			08/22/2023	05/31/2024	\$34.780	AA	\$9.250		\$3.500		\$0.000		\$0.940		\$0.410		8.0		\$48.880	\$66.270	AB	\$66.270	AC	\$83.660	AD	Holidays	Scope of Work	Travel & Subistence
#TILE LAYER			08/22/2023	05/31/2024	\$48.290	AA	\$9.250		\$8.850		\$0.000		\$1.130		\$0.510		8.0		\$68.030	\$92.180	AB	\$92.180	AC	\$116.320	AD	Holidays	Scope of Work	Travel & Subistence

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FOOTNOTES

- \* EFFECTIVE UNTIL SUPERSEDED BY A NEW DETERMINATION ISSUED BY THE DIRECTOR OF INDUSTRIAL RELATIONS. CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774 FOR THE NEW RATES AFTER TEN DAYS AFTER THE EXPIRATION DATE IF NO SUBSEQUENT DETERMINATION IS ISSUED.
- \*\* THE RATE TO BE PAID FOR WORK PERFORMED AFTER THIS DATE HAS BEEN DETERMINED. IF WORK WILL EXTEND PAST THIS DATE, THE NEW RATE MUST BE PAID AND SHOULD BE INCORPORATED IN CONTRACTS ENTERED INTO NOW. CONTACT THE OFFICE OF THE DIRECTOR RESEARCH UNIT FOR SPECIFIC RATES AT (415) 703-4774.
- # INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET @ HTTP://WWW.DIR.CA.GOV/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP.
- & THE BASIC HOURLY RATE AND EMPLOYER PAYMENTS ARE NOT TAKEN FROM A COLLECTIVE BARGAINING AGREEMENT FOR THIS CRAFT OR CLASSIFICATION.
- A INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF AND CONTRACT COMPLIANCE.
- B INCLUDES AN AMOUNT FOR IMI TRAINING FUND.
- C SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER, OR REASONS BEYOND THE CONTROL OF THE EMPLOYER.
- D RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- E THE RATIO OF BRICK TENDERS TO BRICKLAYERS SHALL BE AS FOLLOWS: ONE (1) BRICK TENDER TO NO MORE THAN THREE (3) BRICKLAYERS DURING THE INSTALLATION OF BLOCK ON A TYPICAL MASONRY PROJECT.
- F INCLUDES AN AMOUNT PER HOUR WORKED FOR ANNUITY TRUST FUND.
- G INCLUDES AN AMOUNT PER HOUR WORKED FOR SUPPLEMENTAL DUES.
- H INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF.
- I RATE APPLIES TO THE FIRST 12 HOURS WORKED ON SATURDAY; ALL OTHER TIME IS PAID AT DOUBLE TIME. SATURDAY MAY BE WORKED AT THE STRAIGHT-TIME HOURLY RATE FOR THE FIRST 8 HOURS IF INCLEMENT WEATHER FORCES A SYNTHETIC/ARTIFICIAL TURF PROJECT TO SHUT DOWN DURING THE REGULAR WORK WEEK (MONDAY THROUGH FRIDAY).
- J A MATERIAL HANDLER MAY BE UTILIZED IN RATIO OF ONE (1) MATERIAL HANDLER WITH ANY FIVE (5) JOURNEYMEN ON ANY GIVEN PROJECT.
- K RATE APPLIES TO THE FIRST 12 HOURS ON SATURDAY, ALL OTHER TIME IS PAID AT DOUBLE TIME.
- L RATE APPLIES TO FIRST 8 HOURS ONLY. DOUBLE TIME THEREAFTER. SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER.
- M IN ADDITION, AN AMOUNT EQUAL TO 3% OF THE BASIC HOURLY RATE IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE NATIONAL EMPLOYEES BENEFIT BOARD.
- N INCLUDES AN AMOUNT FOR THE NATIONAL LABOR-MANAGEMENT COOPERATION FUND AND THE ADMINISTRATIVE MAINTENANCE FUND.
- O RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 12 HOURS WORKED ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- P ZONE A IS DEFINED AS THE PORTION OF SAN BERNARDINO COUNTY 80 ROAD MILES FROM SAN BERNARDINO CITY HALL AT 290 N D STREET IN SAN BERNARDINO, CA 93401.
- Q INCLUDES AMOUNT WITHHELD FOR WORKING DUES.
- R IN ADDITION TO THE AMOUNT SHOWN, WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER FOR EACH OVERTIME HOUR, \$0.38 IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE LABOR MANAGEMENT COOPERATION COMMITTEE FUND. AMOUNT FOR LABOR MANAGEMENT COOPERATION COMMITTEE FUND IS NOT FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER
- S RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS ON SATURDAY ONLY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE. ALL OVERTIME WORKED DAILY OR ON SATURDAYS, FOR SERVICE AND REPAIR WORK OTHER THAN NEW WORK, MAY BE PAID AT THE RATE OF TIME AND ONE-HALF.
- T ZONE B INCLUDES ALL OF INYO AND MONO COUNTY AND THE PORTION OF SAN BERNARDINO COUNTY OVER 80 MILES FROM SAN BERNARDINO CITY HALL AT 290 NORTH D STREET IN SAN BERNARDINO, CA 93401.
- U IN ADDITION TO THE AMOUNT SHOWN, WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER FOR EACH OVERTIME HOUR, \$0.48 IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE LABOR MANAGEMENT COOPERATION COMMITTEE FUND. AMOUNT FOR LABOR MANAGEMENT COOPERATION COMMITTEE FUND IS NOT FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER
- V DICTIONARY OF OCCUPATIONAL TITLES, FOURTH EDITION, 1977, U.S. DEPARTMENT OF LABOR.
- W INCLUDES AMOUNT WITHHELD FOR DUES CHECKOFF, WHICH IS FACTORED IN THE OVERTIME RATES. INCLUDES \$5.00 FOR VACATION THAT IS NOT FACTORED IN THE OVERTIME RATES.
- X INCLUDES AN AMOUNT PER HOUR WORKED OR PAID TO DISABILITY FUND.
- Y INCLUDED IN STRAIGHT-TIME HOURLY RATE WHICH IS NOT FACTORED IN THE OVERTIME RATES.
- Z RATE APPLIES TO THE FIRST 2 OVERTIME HOURS MONDAY THROUGH FRIDAY AND THE FIRST 8 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.
- AA INCLUDES AMOUNT WITHHELD FOR ADMINISTRATIVE DUES.
- AB RATE APPLIES TO FIRST TWO DAILY OVERTIME HOURS WORKED; ALL OTHER OVERTIME IS PAID AT THE HOLIDAY OVERTIME HOURLY RATE.
- AC RATE APPLIES TO THE FIRST 8 HOURS WORKED ON A SIXTH OR SEVENTH CONSECUTIVE DAY DURING ANY ONE CALENDAR WEEK UP TO 50 HOURS IN ANY ONE CALENDAR WEEK. ALL HOURS IN EXCESS OF 10 HOURS DAILY OR 50 HOURS WEEKLY ARE PAID AT THE HOLIDAY RATE. SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.
- AD RATE APPLIES TO WORK ON HOLIDAYS ONLY; SUNDAYS ARE PAID AT THE SATURDAY OVERTIME HOURLY RATE.
- AE AN ADDITIONAL \$0.25 PER HOUR WILL BE ADDED TO THE BASIC HOURLY RATE WHEN PERFORMING PAPERHANGING WORK.
- AF DOUBLE TIME SHALL BE PAID FOR ALL HOURS WORKED OVER 12 HOURS IN ANY ONE DAY.
- AG RATE APPLIES AFTER 36 MONTHS OF EXPERIENCE
- AH RATE APPLIES TO FIRST 12 MONTHS OF EXPERIENCE
- AI RATE APPLIES AFTER 12 MONTHS THROUGH 36 MONTHS EXPERIENCE
- AJ INCLUDES AN AMOUNT PER HOUR WORKED OR PAID FOR DUES CHECK OFF
- AK SATURDAY IN THE SAME WORKWEEK MAY BE WORKED AT THE STRAIGHT-TIME HOURLY RATE IF IT IS NOT POSSIBLE TO COMPLETE FORTY HOURS OF WORK MONDAY THROUGH FRIDAY WHEN THE JOB IS SHUT DOWN DUE TO INCLEMENT WEATHER OR SIMILAR ACT OF GOD, OR BEYOND THE CONTRACTOR'S CONTROL.
- AL RATE APPLIES TO THE FIRST 8 HOURS WORKED; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- AM THE RATIO OF PLASTER TENDERS TO PLASTERERS SHALL BE AS FOLLOWS: THERE SHALL BE A PLASTER TENDER ON THE JOBSITE WHENEVER THERE IS A PLASTERER PERFORMING WORK ON THE JOBSITE, EXCEPT ON SMALL PATCH WORK WHERE ONLY ONE PLASTERER IS PERFORMING WORK. FOR INSIDE BROWN COATINGS THERE SHALL BE 2 PLASTER TENDERS FOR UP TO EVERY 3 PLASTERERS. FOR INSIDE FINISH COATINGS THERE SHALL BE 1 PLASTER TENDER FOR UP TO EVERY 3 PLASTERERS. ON OUTSIDE FINISH AND BROWN COATINGS AND FOR ALL OTHER WORK, THERE SHALL BE 1 PLASTER TENDER FOR UP TO EVERY 2 PLASTERERS.
- AN INCLUDES AN AMOUNT PER HOUR WORKED OR PAID FOR SUPPLEMENTAL DUES.
- ALL WORK PERFORMED AFTER TWELVE (12) HOURS IN A DAY SHALL BE PAID AT THE SUNDAY/HOLIDAY RATE.

AO AP RATE APPLIES TO THE FIRST EIGHT HOURS ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE. SATURDAY WORK MAY BE PAID AT THE STRAIGHT TIME RATE IF THE JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER.

AQ INCLUDES AN AMOUNT WITHHELD FOR ADMINISTRATIVE DUES WHICH IS NOT FACTORED INTO OVERTIME AND AN AMOUNT FOR VACATION WHICH IS FACTORED AT 1.5 TIMES FOR ALL OVERTIME.

AR INCLUDES AMOUNT FOR NATIONAL PENSION AND RETIREE'S X-MAS FUND.

AS AMOUNT INCLUDED IN BASIC HOURLY RATE AND FACTORED AT 1.5 TIMES FOR ALL OVERTIME.

AT INCLUDES AN AMOUNT FOR THE P.I.P.E. LABOR MANAGEMENT COOPERATION COMMITTEE AND THE CONTRACTOR EDUCATION & DEVELOPMENT FUND.

AU SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.

AV PIPE TRADESMEN SHALL NOT BE PERMITTED ON ANY JOB WITHOUT A JOURNEYMAN.

AW INCLUDES AN AMOUNT WITHHELD FOR ADMINISTRATIVE DUES WHICH IS NOT FACTORED IN THE OVERTIME RATES.

AX SATURDAY MAY BE WORKED AT STRAIGHT-TIME RATE, PROVIDED THAT THE HOURS DO NOT EXCEED 8 HOURS PER DAY OR 40 HOURS PER WEEK.

AY DOUBLE TIME SHALL BE PAID FOR NEW YEAR'S DAY, EASTER SUNDAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS.

AZ TRADESMEN SHALL ONLY BE USED IF THE FIRST WORKER ON THE JOB IS A LANDSCAPE/IRRIGATION FITTER, SECOND WORKER MUST BE A LANDSCAPE/IRRIGATION FITTER OR APPRENTICE LANDSCAPE/IRRIGATION FITTER. THE 3RD AND 4TH MAY BE A TRADESMAN. THE 5TH MUST BE A LANDSCAPE/IRRIGATION FITTER AND THEREAFTER TRADESMEN WILL BE REFERRED ON A 50-50 BASIS, TO JOURNEYMAN OR APPRENTICE.

BA RATE APPLIES TO REMAINDER OF COUNTY.

BB INCLUDES AN AMOUNT FOR SUPPLEMENTAL PENSION FUND.

BC APPLIES TO THE CITIES OF ONTARIO AND MONTCLAIR.

BD INCLUDED IN STRAIGHT-TIME HOURLY RATE.

BE AMOUNT IS FOR INDUSTRY PROMOTION FUND AND P.I.P.E. FUND.

BF RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.

BG INCLUDE AMOUNTS FOR DUES CHECK OFF AND VACATION/HOLIDAY, WHICH ARE NOT FACTORED INTO OVERTIME.

BH INCLUDED IN BASIC HOURLY RATE. VACATION IS NOT FACTORED INTO OVERTIME.

BI INCLUDE AMOUNTS FOR ADMINISTRATIVE FUND, COMPLIANCE FUND, INDUSTRY FUND, AND RESEARCH AND EDUCATION TRUST FUND.

BJ RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; SUNDAY AND HOLIDAY OVERTIME HOURLY RATE WILL BE PAID AFTER 10 HOURS PER DAY AND ALL HOURS WORKED OVER 55 HOURS PER WEEK.

BK PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.

BL RATE APPLIES FOR THE FIRST 4 OVERTIME HOURS MONDAY THROUGH FRIDAY AND THE FIRST 12 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY/HOLIDAY RATE. SATURDAYS IN THE SAME WORKWEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.

BM RATE APPLIES TO THE FIRST 8 HOURS WORKED ON A SIXTH OR SEVENTH CONSECUTIVE DAY DURING ANY ONE CALENDAR WEEK UP TO 50 HOURS IN ANY ONE CALENDAR WEEK. ALL OTHER TIME IS PAID AT THE HOLIDAY RATE.

RECOGNIZED HOLIDAYS: HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID. SHALL BE ALL HOLIDAYS IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS. IF THE PREVAILING RATE IS NOT BASED ON A COLLECTIVELY BARGAINED RATE, THE HOLIDAYS UPON WHICH THE PREVAILING RATE SHALL BE PAID SHALL BE AS PROVIDED IN SECTION 6700 OF THE GOVERNMENT CODE. YOU MAY OBTAIN THE HOLIDAY PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT [HTTP://WWW.DIR.CA.GOV/OPRL/DPreWageDetermination.htm](http://WWW.DIR.CA.GOV/OPRL/DPreWageDetermination.htm). HOLIDAY PROVISIONS FOR THE CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE: IN ACCORDANCE WITH LABOR CODE SECTIONS 1773.1 AND 1773.9, CONTRACTORS SHALL MAKE TRAVEL AND/OR SUBSISTENCE PAYMENTS TO EACH WORKER TO EXECUTE THE WORK. YOU MAY OBTAIN THE TRAVEL AND/OR SUBSISTENCE PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT [HTTP://WWW.DIR.CA.GOV/OPRL/DPreWageDetermination.htm](http://WWW.DIR.CA.GOV/OPRL/DPreWageDetermination.htm). TRAVEL AND/OR SUBSISTENCE REQUIREMENTS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.

[Return to main page](#)

## ***Minute Action***

### AGENDA ITEM: 8

***Date: March 14, 2024***

***Subject:***

Interstate 10 Wildwood Canyon Road Interchange Amendment No. 1 to Cooperative Agreement with City of Yucaipa for Project Approval and Environmental Document Phase

***Recommendation:***

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

A. Approve an additional allocation of \$625,000 in Measure I Valley Freeway Interchange Funds for the public share of eligible costs for environmental studies and preliminary design for the first construction phase of the Interstate 10 (I-10) Wildwood Canyon Road Interchange Project.

B. Approve Amendment No. 1 to Cooperative Agreement No. 20-1002294 with the City of Yucaipa for the Project Approval and Environmental Document project development phase of the I-10 Wildwood Canyon Road Interchange Project for roles and responsibilities and increase the not-to-exceed SBCTA contribution amount by \$625,000 for a total amount of \$1,250,000 for eligible costs.

***Background:***

On December 7, 2016, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved the inclusion of the Interstate 10 (I-10) Wildwood Canyon Road Interchange Project (Project) into the Measure I Interchange Phasing Program. The scope of the Project with respect to the phasing program is the design and construction of a new westbound on-ramp and off-ramp and associated local street modifications at Wildwood Canyon Road as the first phase of improvements.

In March 2018, Cooperative Agreement No. 18-1001901 with the City of Yucaipa (City) was approved for roles and responsibilities and funding for preparation of a Project Study Report (PSR) for the Project Initiation Document (PID) Phase. While the PSR was ultimately approved in October 2021 which completed the PID Phase, on June 4, 2020, SBCTA and the City entered into Cooperative Agreement No. 20-1002294 for the preparation of a project report and the environmental document as part of the Project Approval and Environmental Document (PA/ED) Phase. The PA/ED cooperative agreement was approved early so that the City could begin preliminary design and environmental studies as soon as the PSR was approved. The PA/ED Cooperative Agreement No. 20-1002294 defined the scope of the work needed to complete the project report and the environmental document. The estimated cost of the PA/ED phase for the project was initially \$1,250,000 and the scope of studies assumed at the time that the environmental type would be an Initial Study to comply with the California Environmental Quality Act (CEQA).

In the fall of 2020, California Department of Transportation (Caltrans) began to solidify the procedures and criteria for assessing projects with respect to Vehicle Miles Travelled (VMT) under an updated Senate Bill 743 (SB 743) for evaluating transportation impacts under CEQA. Due to the updated SB 743 requirements, the City was required to prepare a VMT analysis for

*Entity: San Bernardino County Transportation Authority*

## Board of Directors Metro Valley Study Session Agenda Item

March 14, 2024

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the Project and as a result of the analysis, potential impacts related to VMTs upgraded the environmental document from an Initial Study/Mitigated Negative Declaration to a full Environmental Impact Report (EIR). The VMT analysis and the EIR, among other additional technical reports that were added to the project scope due to changes in requirements by Caltrans, consequently increased the cost and timeline of completion for the PA/ED phase. On October 3, 2023, the City requested an amendment to Cooperative Agreement No. 20-1002294 to reflect the increase in cost of work due to new studies being prepared and preparation of an EIR. The Interchange Phasing Program allows for a maximum project cost of \$10 million with a 50% public share contribution in accordance with the 2020 SBCTA Nexus Study. The maximum Measure I contribution would be \$5 million for all phases of the project, including the Measure I contribution from the previous PID phase of \$250,000 and the initial \$625,000 in Cooperative Agreement No. 20-1002294, a balance of \$4,125,000 remains available before this amendment for this Project, subject to Board approval. Staff is recommending approval of Amendment No. 1 to Cooperative Agreement No. 20-1002294 in the amount of \$625,000 for a total amount of \$1,250,000 of Measure I Valley Interchange funds to address project cost increases in the PA/ED phase.

***Financial Impact:***

This Project is included in the adopted Budget for Fiscal Year 2023/2024 and funded with Valley Interchange Measure I funds in Program 40, Project Delivery under Task 0830 Interchange Projects, Sub Task 0808 I-10 Wildwood.

***Reviewed By:***

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

***Responsible Staff:***

Paul Melocoton, Project Manager

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Approved  
Board of Directors Metro Valley Study Session  
Date: March 14, 2024

Witnessed By:

Contract No.: 20-1002294 Amendment No.: 1

Contract Class: Payable Department: Project Delivery

Vendor No.: 02450 Vendor Name: City of Yucaipa

Description: I-10 Wildwood Canyon Interchange Cooperative Agreement for the PA/ED Phase

List Any Related Contract Nos.:

Dollar Amount							
Original Contract		\$	625,000.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	625,000.00	Current Amendment		\$	-
Total/Revised Contract Value		\$	1,250,000.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	1,250,000.00

Board of Directors	Date: 04/03/2024	Committee	Item #
Contract Management (Internal Purposes Only)			

Board of Directors	Date:	04/03/2024	Committee	Item #
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MSI Allocation		Sole Source?	N/A	No Budget Adjustment	
Local	Funding Allocation			Monthly	

MSI Allocation		Sole Source?	N/A	No Budget Adjustment
Local	Funding Allocation			Monthly

[illegible]

Estimated Start Date: <u>05/06/2020</u>		Expiration Date: <u>12/31/2039</u>		Revised Expiration Date: _____	
NHS:	N/A	QMP/QAP:	N/A	Prevailing Wage:	N/A

[illegible]

Kristi Harris

Task Manager (Print Name)

Additional Notes:

# **AMENDMENT NO. 1 TO PROJECT FUNDING AGREEMENT NO. 20-1002294**

**BETWEEN**

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

**AND**

**CITY OF YUCAIPA**

**FOR**

## **PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT PHASE FOR THE PHASED IMPROVEMENTS AT INTERSTATE 10 WILDWOOD CANYON ROAD INTERCHANGE**

### **I. PARTIES**

- A. This Amendment No. 1 (AMENDMENT) to Agreement 20-1002294 (AGREEMENT) is made by and between the San Bernardino County Transportation Authority (SBCTA) and the City of Yucaipa (CITY). SBCTA and CITY are each a "Party" and collectively the "Parties" herein.

### **II. RECITALS**

- A. On December 7, 2016, the SBCTA Board of Directors adopted an update to Measure I Strategic Plan Policy 40005 - Valley Freeway Interchange (VFI) Program to incorporate the Valley Interchange Phasing Program; and
- B. PROJECT, which is the first phase of improvements at Interstate 10 (I-10) Wildwood Canyon Road Interchange, defined as the construction of a new westbound on ramp and off ramp, is identified as eligible for funding under the Valley Interchange Phasing Program with a \$10 Million PROJECT cost limit and 50% public share; and
- C. On June 4, 2020, Parties executed AGREEMENT for funding for the Project Approval and Environmental Document (PA/ED) phase of PROJECT with a Measure I contribution amount of \$625,000; and
- D. In October 2021, CITY began preliminary design and environmental studies for PROJECT under the PA/ED phase; and
- E. Additional design and environmental studies and reports were added to the scope of the PROJECT for the PA/ED phase due to project scope changes and changes in environmental regulations and Caltrans requirements; and

- F. The environmental document type needed for the project was changed to an Environmental Impact Report whereas an Initial Study was initially contemplated; and
- G. The estimated cost of environmental and design professional services increased for the PA/ED phase; and
- H. PROJECT milestone dates have changed due to the change in the environmental document type needed for PROJECT; and
- I. Parties desire to amend AGREEMENT to define funding responsibilities for the estimated cost increase for environmental and design professional services and update PROJECT milestone dates.

NOW, THEREFORE, SBCTA and CITY agree to the following:

1. Replace Section I.1 in its entirety with the following:  
That SBCTA is responsible for the 50.0% public share of the PA/ED phase of PROJECT, as described more fully in Attachment A.1, not to exceed \$1,250,000 in Measure I 2010-2040 VFI Program Funds. SBCTA shall have no further responsibilities to provide any further funding for PA/ED phase of PROJECT exceeding this amount without a written amendment to this Agreement. A cost estimate for the PROJECT is provided in Attachment B.1.
2. Replace Attachment A attached to the AGREEMENT in its entirety with Attachment A.1 attached to this Amendment No. 1.
3. Replace Attachment B attached to the AGREEMENT in its entirety with Attachment B.1 attached to this Amendment No. 1.
4. Except as amended by this Amendment No. 1, all other provisions of the AGREEMENT shall remain in full force and effect and are incorporated herein by this reference.
5. Amendment No. 1 is deemed to be included and made part of the AGREEMENT.
6. The Recitals set forth above are incorporated herein by this reference.
7. Amendment No. 1 is effective upon execution by SBCTA.

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

IN WITNESS WHEREOF, Parties have duly executed Amendment No. 1 to Agreement 20-1002294 below:

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

**CITY OF YUCAIPA**

By: \_\_\_\_\_  
Dawn M. Rowe  
President, Board of Directors

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

APPROVED AS TO FORM:

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

By: \_\_\_\_\_  
Chris Mann  
City Manager

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

APPROVED AS TO FORM AND  
PROCEDURE:

By: \_\_\_\_\_  
Steven Graham  
City Attorney

ATTEST:

By: \_\_\_\_\_  
Ana V. Sauseda, CMC  
Director of General Services/City Clerk



## ATTACHMENT A.1

### PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT PHASE FOR THE 1-10 WILDWOOD CANYON ROAD INTERCHANGE

#### CITY OF YUCAIPA

#### Description of Work and Milestones

##### DESCRIPTION OF WORK

Conduct traffic, engineering, and environmental studies and complete a Project Report and environmental document for the Project Approval and Environmental Document Phase of the proposed phased improvements of I-10 Wildwood Canyon Road Interchange. Work may include, but is not limited to, completion of the following studies/reports: Mapping and Surveys, New Connection Report, Traffic Report, Geometric Approval Drawings (GAD), Design Fact Sheets, Drainage Report, Hydraulics Report, Structures Advanced Planning Study, Geotechnical Report, Materials Report, Air Quality Report, Natural Environment Study Report, Biological Assessment, Cultural Resources Reports, Visual Impact Analysis, Highway Safety Manual Analysis, Rapid Stability Assessment, Growth Study, VMT Assessment Report, Environmental Impact Report (EIR), and permits.

Analysis may include evaluation of multiple alternatives, modifications to the existing rest stop, analyzing and coordinating plans with adjacent interchanges, coordinating the alignment of ramps with the frontage road on the north side of I-10, coordinating the alignment of ramps with the proposed 1-10 EB Truck Climbing Lane Project between 16th Street Overcrossing and County Line Road Interchange and the ultimate circulation system on the south side, and identifying a viable phased approach to development of the ultimate interchange.

##### PROJECT MILESTONE

Begin Project Approval and Environmental Document Phase  
Complete Project Approval and Environmental Document Phase

##### BASELINE

July 1, 2020  
December 11, 2025

## ATTACHMENT B.1

PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT PHASE FOR THE  
1-10 WILDWOOD CANYON ROAD INTERCHANGE

## Summary of Estimated Costs

Component	Maximum Cost Attributed to First Phase of Ultimate Improvements	SBCTA Share* 50.0%	CITY Share (Development Share) 50.0%
Project Approval and Environmental Document Phase	\$2,500,000 (Note: costs for PA/ED in excess of this amount shall be borne by City, using funding sources of City's choice.	\$1,250,000	\$1,250,000

\*SBCTA's share can be from sources under control of SBCTA including, but not limited to, Measure I Valley Freeway Interchange Program (VFD, State Transportation Improvement Program (STIP), Surface Transportation Program (STP), or other funds without necessitating an amendment of this Agreement.

Only work associated to the construction of the westbound on-ramp and off-ramp, which is the first phase of the improvements at 1-10 Wildwood Canyon Road Interchange, is eligible for reimbursement from the SBCTA Valley Interchange Phasing Program.

## ***Minute Action***

### AGENDA ITEM: 9

***Date:*** March 14, 2024

***Subject:***

State Route 210 Waterman Avenue Interchange Project - Amendment No. 1 to Cooperative Agreement No. 22-1002720 with the City of San Bernardino

***Recommendation:***

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

Approve Amendment No. 1 to Cooperative Agreement No. 22-1002720 with the City of San Bernardino for the State Route 210 Waterman Avenue Interchange Project, increasing the total project cost by \$2,150,867, funded by Measure I Valley Interchange Program contribution of \$1,923,009 and City of San Bernardino Development Impact Fees of \$227,858, for a new not-to-exceed receivable amount of \$1,626,128.00, to be funded with City of San Bernardino local funds.

***Background:***

The State Route (SR) 210 Waterman Avenue Interchange Project (Project) will address congestion and improve freeway access for the area by improving the eastbound on-ramp to SR 210 from Waterman Avenue, which is SR 18 to the north. On January 5, 2022, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved funding for this Project through the Measure I Valley Interchange Phasing Program. At the same meeting, SBCTA and the City of San Bernardino entered into Cooperative Agreement No. 22-1002720 for roles and responsibilities for the development, construction, and funding of the Project. Under the agreement, SBCTA will lead the design and administer the construction contract and the City of San Bernardino will contribute its share according to the SBCTA Nexus formula.

In late 2022, environmental studies and preliminary design commenced for the Project and in November 2023, the draft 100% Plans, Specifications, and Estimates (PS&E) package was submitted to California Department of Transportation (Caltrans) for final review. Concurrently, SBCTA also initiated its own peer review and constructability reviews. Comments on the design of the project were received in January 2024 from all reviewers. Taking into consideration the comments received and subsequent minor adjustments in the project design and trends with recent bids for other projects for cost of concrete and labor, the project design team identified the risk and propensity for construction bids to exceed the engineer's estimate. Based on discussion between SBCTA and the City of San Bernardino, the Project Development Team agreed to increase the Project amount in the agreement now, in order to preserve the Project schedule and address the risk of having to re-advertise the Project should costs come in higher than authorized in the Cooperative Agreement. For the purpose of this amendment, Project engineers used higher estimates for unit prices and added an additional 10% of estimated costs. The Interchange Phasing Program allows for a maximum project cost of \$10 million. With a 81.8% Public Share contribution in accordance with the 2020 SBCTA Nexus Study, the maximum Measure I contribution would be \$8,180,000 for all phases of the Project. Considering the initial Measure I contribution from the original Cooperative Agreement of \$4,486,730, a balance of \$3,693,270

*Entity: San Bernardino County Transportation Authority*

## Board of Directors Metro Valley Study Session Agenda Item

March 14, 2024

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remains available before this amendment for this Project, subject to Board approval. Staff is recommending that the Board approve Amendment No. 1 to Cooperative Agreement No. 22-1002720 with the City of San Bernardino and increase the total Project costs by \$2,150,867. This would increase the Measure I contribution by \$1,923,009, and receivable contract amount by \$227,858 for a new not-to-exceed receivable amount of \$1,626,128.00, to be funded with City of San Bernardino local funds.

***Financial Impact:***

This Project is included in the adopted Budget for Fiscal Year 2023/2024 and funded with Valley Interchange Measure I funds and City of San Bernardino local funds in Program 40, Project Delivery under Task 0830 Interchange Projects, Sub Task 0814 SR 210 Waterman Avenue.

***Reviewed By:***

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

***Responsible Staff:***

Paul Melocoton, Project Manager

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Approved  
Board of Directors Metro Valley Study Session  
Date: March 14, 2024

Witnessed By:

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San Bernardino County Transportation Authority

## General Contract Information

Contract No: 22-1002720 Amendment No.: 1

Contract Class: Receivable Department: Project Delivery

Customer ID: SB CI Customer Name: City of San Bernardino

Description: SR 210 Waterman Avenue Interchange Project

List Any Accounts Payable Related Contract Nos.: 22-1002727, 22-1002705

Dollar Amount							
Original Contract		\$	1,398,270.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	227,858.00	Current Amendment		\$	-
Total/Revised Contract Value		\$	1,626,128.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	1,626,128.00

## Contract Authorization

Board of Directors Date: 04/03/2024 Committee  Item #

## Contract Management (Internal Purposes Only)

Local Funding Agreement N/A

## Accounts Receivable

Total Contract Funding: \$ 1,626,128.00 Funding Agreement No: 22-1002720

Beginning POP Date: 01/05/2022 Ending POP Date: 12/31/2026 Final Billing Date: 04/30/2027

Expiration Date: 12/31/2026 Fund Admin: Yes

Parent Contract 22-1002720 PM Description SR 210 Waterman San Bernardino Funds

Z-Related Contracts 22-1002720

Sub-						Sub-					
Fund	Prog	Task	Task	Revenue	Total Contract Funding:	Fund	Prog	Task	Task	Revenue	Total Contract Funding:
GL: 6010	40	0830	0814	42421013	1,626,128.00	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-

Paul Melocoton

Project Manager (Print Name)

Kristi Harris

Task Manager (Print Name)

Additional Notes: Ending POP and Final Billing dates are advisory. Agreement expires 12/31/2026 or when work complete and paid if earlier.

**AMENDMENT NO. 1 TO COOPERATIVE AGREEMENT NO 22-1002720**  
**BETWEEN**  
**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**  
**AND**  
**CITY OF SAN BERNARDINO**  
**FOR**  
**PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT (PA/ED),**  
**PLANS, SPECIFICATIONS AND ESTIMATE (PS&E), RIGHT OF WAY (ROW), AND**  
**CONSTRUCTION PHASES**  
**FOR THE WATERMAN AVENUE AT STATE ROUTE 210 (SR-210) INTERCHANGE**  
**IN THE CITY OF SAN BERNARDINO**

**I. PARTIES**

- A. This Amendment No. 1 to Cooperative Agreement 22-1002720 (AGREEMENT) is made by and between the San Bernardino County Transportation Authority (SBCTA) and the City of San Bernardino (CITY). SBCTA and CITY are each a "PARTY" and collectively the "PARTIES" herein.

**II. RECITALS**

- A. In January 2022, Parties entered into AGREEMENT to define roles, responsibilities, and funding for improvements for the PA/ED, PS&E, ROW, and CONSTRUCTION phases for the first phase of improvements at State Route 210 (SR-210) and Waterman Avenue in the City of San Bernardino (PROJECT);
- B. PROJECT is identified as eligible for funding under the Valley Interchange Phasing Program with a \$10 Million PROJECT cost limit and 81.8% public share;
- C. PARTIES completed the draft 100% plans and specifications in February 2024; and
- D. The estimated total cost of PROJECT has increased by \$2,150,867 from estimated total of \$5,885,000 to \$8,035,867; and
- E. PARTIES desire to amend AGREEMENT to define funding responsibilities for the estimated cost increase of PROJECT.

**NOW, THEREFORE,** the PARTIES agree to amend the AGREEMENT as follows:

1. Replace Attachment A to the AGREEMENT shall be deleted in its entirety and replaced with Attachment A.1 attached to this Amendment No. 1 and incorporated herein by reference.
2. Except as amended by this Amendment No. 1, all other provisions of the AGREEMENT shall remain in full force and effect and are incorporated herein by this reference.

3. Amendment No. 1 is deemed to be included and made part of the AGREEMENT.
4. The Recitals set forth above are incorporated herein by this reference.
5. Amendment No. 1 is effective upon execution by CITY and SBCTA.
6. Unless otherwise defined herein, all capitalized terms used in this Amentment No. 1 shall have the same meaning as defined in the AGREEMENT.

IN WITNESS WHEREOF, Parties have duly executed Amendment No. 1 to Agreement 22-1002720 below:

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

**CITY OF SAN BERNARDINO**

By: \_\_\_\_\_  
Dawn M. Rowe  
President, Board of Directors

By: \_\_\_\_\_  
Charles A. Montoya  
City Manager

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

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

APPROVED AS TO FORM:

APPROVED AS TO FORM:

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

By: \_\_\_\_\_  
Sonia R. Carvalho  
City Attorney

## Amendment No. 1 to Agreement 22-1002720

### Attachment A.1

#### **Project Scope:**

At the Waterman Avenue State Route 210 (SR 210) interchange, convert southbound and northbound through lane into a left-turn lane and widen eastbound on-ramp to two lanes.

#### **Project Cost Estimate and Funding Shares**

SBCTA's Share: Public Share: 81.8%

City's Share: Development Share or Local Share: 18.2% (City of San Bernardino)

	<b>Estimated Costs</b>	<b>Public Share</b>	<b>Development/ Local Share</b>
<b>PA/ED</b>	\$207,285	\$169,559	\$37,726
<b>PS&amp;E</b>	\$501,848	\$410,512	\$91,336
<b>ROW</b>	\$0	\$0	\$0
<b>Construction</b>	\$7,126,734	\$5,829,668	\$1,297,066
<b>SBCTA Oversight</b>	\$200,000	\$0	\$200,000
<b>TOTAL</b>	\$8,035,867	\$6,409,739	\$1,626,128



## *Minute Action*

### AGENDA ITEM: 10

**Date:** *March 14, 2024*

**Subject:**

Measure I Valley Major Street Projects Program Allocation Planning for Fiscal Year 2024/2025

**Recommendation:**

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

Approve the following amount for consideration in the SBCTA Fiscal Year 2024/2025 Budget: Valley Major Street Arterial Sub-Program for \$36,699,986.56.

**Background:**

San Bernardino County Transportation Authority (SBCTA) staff is engaged in the Measure I Major Street Projects Program allocation planning process for Fiscal Year (FY) 2024/2025. This process provides information that both SBCTA and its member agencies will use in the preparation of their capital budgets. One of the allocation planning activities is to calculate the fair-share distribution of Valley Major Street Projects Program - Arterial Sub-Program funds among Valley member jurisdictions. Attachment 1 summarizes Measure I Valley Arterial Sub-Program prior years' allocations, the proposed FY 2024/2025 allocations, invoiced reimbursements, and arterial loans as of January 31, 2024.

On June 3, 2020, after a reconciliation of the Valley Major Street Projects Program - Arterial Sub-Program, three jurisdictions had allocations exceeding their equitable share of revenue, and the SBCTA Board of Directors (Board) approved a 15-year allocation adjustment strategy to adjust future allocations among jurisdictions and restore jurisdictional equity to the Sub-Program. FY 2024/2025 includes the fourth of 15 years of allocation adjustments.

Table 1 below shows the overall proposed FY 2024/2025 Measure I Valley Arterial Sub-Program allocations by jurisdiction, as well as the cumulative allocation from FY 2009/2010 through FY 2024/2025, and the invoices processed or processing as of January 31, 2024. An expanded table showing how the recommended arterial allocations were derived is provided in Attachment 1. The cumulative allocation already includes the adjustments from the 15-year allocation adjustment strategy. Each jurisdiction will have access to their cumulative total, less what they have already invoiced. Jurisdictions with negative balances have Board-approved advances.

**Table 1 - Measure I Arterial Sub-Program FY 2024/2025 Allocation Proposal and Status**

Jurisdiction and Share		Allocations and Invoicing			
A	B	C	D	E	F
Jurisdiction	Equitable Share	<u>Proposed</u> FY24/25 Allocation Est * Equitable Share + Equitable Share Adjustment	Proposed Cumulative Allocations FY10/11-24/25	Arterial Invoicing Reimbursements thru FY23/24 (at 1/31/24)	Balance of Allocation Available thru FY24/25 Col D - Col E
Chino	7.591%	\$ 2,944,681.58	\$23,968,373.97	\$2,708,725.43	<b>\$21,259,648.54</b>
Chino Hills	2.194%	\$ 0.00	\$11,731,062.38	\$8,687,344.18	<b>\$3,043,718.20</b>
Colton	2.534%	\$ 1,022,427.93	\$7,641,421.87	\$393,611.54	<b>\$7,247,810.33</b>

Entity: *San Bernardino County Transportation Authority*

## Board of Directors Metro Valley Study Session Agenda Item

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Jurisdiction and Share		Allocations and Invoicing			
A	B	C	D	E	F
Jurisdiction	Equitable Share	<u>Proposed</u> FY24/25 Allocation Est * Equitable Share + Equitable Share Adjustment	Proposed Cumulative Allocations FY10/11-24/25	Arterial Invoicing Reimbursements thru FY23/24 (at 1/31/24)	Balance of Allocation Available thru FY24/25 Col D - Col E
Fontana	19.400%	\$ 5,753,520.57	\$79,983,635.70	\$42,563,217.70	<b>\$37,420,418.00</b>
Grand Terrace	1.389%	\$ 560,438.98	\$4,188,608.91	\$151,461.76	<b>\$4,037,147.15</b>
Highland	6.777%	\$ 2,728,490.64	\$20,490,393.54	\$6,134,641.61	<b>\$14,355,751.93</b>
Loma Linda	4.074%	\$ 1,643,792.96	\$12,285,379.91	\$5,243,316.41	<b>\$7,042,063.50</b>
Montclair	0.597%	\$ 240,879.82	\$1,800,287.63	\$1,913,734.40	<b>-\$113,446.77</b>
Ontario	12.272%	\$ 4,951,553.08	\$37,006,917.58	\$17,393,600.60	<b>\$19,613,316.98</b>
Rancho Cucamonga	5.044%	\$ 1,647,903.21	\$19,123,878.75	\$12,201,187.56	<b>\$6,922,691.19</b>
Redlands	4.854%	\$ 1,958,510.32	\$14,637,514.50	\$2,112,512.00	<b>\$12,525,002.50</b>
Rialto	3.831%	\$ 1,501,627.94	\$11,954,819.87	\$9,045,928.79	<b>\$2,908,891.08</b>
San Bernardino	7.857%	\$ 3,170,172.14	\$23,693,232.68	\$9,773,861.24	<b>\$13,919,371.44</b>
Upland	2.743%	\$ 1,106,756.04	\$8,271,673.32	\$3,158,456.91	<b>\$5,113,216.41</b>
Yucaipa	5.965%	\$ 2,273,167.10	\$19,205,931.53	\$16,125,899.28	<b>\$3,080,032.25</b>
County	12.878%	\$ 5,196,064.25	\$38,834,345.23	\$6,079,637.00	<b>\$32,754,708.23</b>
<b>TOTALS</b>	<b>100.00%</b>	<b>\$ 36,699,986.56</b>	<b>\$334,817,477.35</b>	<b>\$143,687,136.41</b>	<b>\$191,130,340.94</b>

Table 2 below shows the remaining balances to be adjusted after this third adjustment in the 15-year strategy.

**Table 2 – FY 2024/2025 – Fourth Year of 15-year Equitable Share Adjustments and Balances**

Jurisdiction	FY 23/24 Total Allocation (Over)/Under Revenue Share	FY 24/25 Proposed Allocation Adjustment	Remaining Allocation (Over)/Under Revenue Share
Chino	\$1,606,406.34	\$158,785.60	\$1,447,620.73
Chino Hills	-\$5,190,364.63	-\$805,197.71	-\$4,385,166.93
Colton	\$935,303.27	\$92,450.27	\$842,853.01
Fontana	-\$16,395,321.92	-\$1,366,276.83	-\$15,029,045.09
Grand Terrace	\$512,682.02	\$50,676.17	\$462,005.85
Highland	\$2,441,519.44	\$241,332.55	\$2,200,186.90
Loma Linda	\$1,503,719.63	\$148,635.51	\$1,355,084.12
Montclair	\$220,353.61	\$21,780.90	\$198,572.71
Ontario	\$4,529,613.97	\$447,730.73	\$4,081,883.24
Rancho Cucamonga	-\$2,438,929.30	-\$203,244.11	-\$2,235,685.19
Redlands	\$1,791,618.82	\$177,092.97	\$1,614,525.85
Rialto	\$967,689.14	\$95,651.45	\$872,037.68
San Bernardino	\$2,900,030.71	\$286,654.20	\$2,613,376.52
Upland	\$1,012,445.49	\$100,075.41	\$912,370.09
Yucaipa	\$849,943.90	\$84,012.90	\$765,931.00
County	\$4,753,289.49	\$469,839.99	\$4,283,449.51
<b>TOTALS</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

San Bernardino County Transportation Authority

## Board of Directors Metro Valley Study Session Agenda Item

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It should also be noted that on January 9, 2019, the SBCTA Board approved an increased allocation to the Express Bus/Bus Rapid Transit Service Program from 2% to 5%, with the corresponding 3% reduction coming from the Valley Major Street Projects Program effective on April 1, 2020. Those percentages are taken into account in the numbers in the above tables and Attachment 1. Additionally, Policy No. 40006, Valley Major Street Program Measure I 2010-2040 Strategic Plan, states that beginning in FY 2018/2019, the Major Street Projects Program funding would be split 80% to the Arterial Sub-Program and 20% to the Grade Separation Sub-Program. Those same percentages were continued by Policy into FY 2024/2025.

***Financial Impact:***

This item has no financial impact on the adopted Budget for Fiscal Year 2023/2024. The information is provided to assist local jurisdictions in their budget planning for Fiscal Year 2024/2025.

***Reviewed By:***

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

***Responsible Staff:***

Vanessa Schoenewald, Chief of Fund Administration

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Approved  
Board of Directors Metro Valley Study Session  
Date: March 14, 2024

Witnessed By:

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San Bernardino County Transportation Authority

# FY 2024/2025 Proposed Allocations Measure I Major Street Projects Program

## ATTACHMENT 1

Estimated FY 24/25 Major Streets Revenue	\$ 34,991,000.00
Excess FY 22/23 Major Streets Revenue <sup>(1)</sup>	\$ 8,900,703.00
FY 24/25 Major Streets Allocation	\$ 43,891,703.00
Arterial Portion (80%)	\$ 35,113,362.40
Adjustment for FY 22/23 Interest Allocation	\$ 2,380,817.16
Adjustment for Arterial Share of Unfunded Actuarial Accrued Liability	(\$ 585,013.00)
Adjustment for final FY 23/24 Indirect Allocation <sup>(2)</sup>	(\$ 180,480.00)
Adjustment for estimated FY 24/25 Indirect Allocation	(\$ 28,700.00)
<b>FY 24/25 Arterial Allocation Estimate</b>	<b>\$ 36,699,986.56</b>
FY 24/25 Grade Separation Allocation Estimate (20%)	\$ 8,778,340.60

Jurisdiction and Share		Allocations and Invoicing									Additional Information
A	B	C	D	E	F	G	H	I	J	K	L
Jurisdiction	Equitable Share	Cumulative Allocations <sup>(3)</sup> FY10/11-23/24	<u>Unadjusted</u> FY24/25 Allocation	Allocation <u>Adjustment</u> <sup>(4)</sup>	<u>Proposed</u> FY24/25 Allocation	Cumulative Allocations FY10/11-24/25	Project Advancement Agreement Final Reimbursements	Outstanding Arterial Loan Draws at 1/31/2024	Arterial Invoicing Reimbursements at 1/31/2024	<b>Balance of Allocation Available thru FY24/25</b>	Arterial Loan Available at 1/31/2024
			Est * Equitable Share			Sum (Col C & Col F)	PAA Database	Eden Financial system	Invoice Tracking Log	Col G - Sum (Col H to Col J)	
Chino	7.591%	\$21,023,692.39	\$ 2,785,895.98	\$ 158,785.60	\$ 2,944,681.58	\$23,968,373.97	\$2,409,779.49		\$298,945.94	<b>\$21,259,648.54</b>	
Chino Hills	2.194%	\$11,731,062.38	\$ 805,197.71	-\$ 805,197.71	\$ 0.00	\$11,731,062.38	\$8,687,344.18		\$0.00	<b>\$3,043,718.20</b>	
Colton	2.534%	\$6,618,993.94	\$ 929,977.66	\$ 92,450.27	\$ 1,022,427.93	\$7,641,421.87			\$393,611.54	<b>\$7,247,810.33</b>	
Fontana	19.400%	\$74,230,115.13	\$ 7,119,797.39	-\$ 1,366,276.83	\$ 5,753,520.57	\$79,983,635.70	\$34,928,457.14		\$7,634,760.56	<b>\$37,420,418.00</b>	
Grand Terrace	1.389%	\$3,628,169.93	\$ 509,762.81	\$ 50,676.17	\$ 560,438.98	\$4,188,608.91			\$151,461.76	<b>\$4,037,147.15</b>	
Highland	6.777%	\$17,761,902.91	\$ 2,487,158.09	\$ 241,332.55	\$ 2,728,490.64	\$20,490,393.54	\$120,709.61	\$6,013,932.00	\$0.00	<b>\$14,355,751.93</b>	\$ 2,668,431.00
Loma Linda	4.074%	\$10,641,586.94	\$ 1,495,157.45	\$ 148,635.51	\$ 1,643,792.96	\$12,285,379.91			\$5,243,316.41	<b>\$7,042,063.50</b>	
Montclair	0.597%	\$1,559,407.81	\$ 219,098.92	\$ 21,780.90	\$ 240,879.82	\$1,800,287.63		\$1,907,426.00	\$6,308.40	<b>-\$113,446.77</b>	\$ 1,990,241.00
Ontario	12.272%	\$32,055,364.50	\$ 4,503,822.35	\$ 447,730.73	\$ 4,951,553.08	\$37,006,917.58		\$2,901,597.12	\$14,492,003.48	<b>\$19,613,316.98</b>	
Rancho Cucamonga	5.044%	\$17,475,975.53	\$ 1,851,147.32	-\$ 203,244.11	\$ 1,647,903.21	\$19,123,878.75	\$6,771,580.86		\$5,429,606.70	<b>\$6,922,691.19</b>	
Redlands	4.854%	\$12,679,004.18	\$ 1,781,417.35	\$ 177,092.97	\$ 1,958,510.32	\$14,637,514.50			\$2,112,512.00	<b>\$12,525,002.50</b>	
Rialto	3.831%	\$10,453,191.93	\$ 1,405,976.49	\$ 95,651.45	\$ 1,501,627.94	\$11,954,819.87	\$899,731.56		\$8,146,197.23	<b>\$2,908,891.08</b>	
San Bernardino	7.857%	\$20,523,060.54	\$ 2,883,517.94	\$ 286,654.20	\$ 3,170,172.14	\$23,693,232.68			\$9,773,861.24	<b>\$13,919,371.44</b>	
Upland	2.743%	\$7,164,917.28	\$ 1,006,680.63	\$ 100,075.41	\$ 1,106,756.04	\$8,271,673.32			\$3,158,456.91	<b>\$5,113,216.41</b>	
Yucaipa	5.965%	\$16,932,764.43	\$ 2,189,154.20	\$ 84,012.90	\$ 2,273,167.10	\$19,205,931.53	\$2,724,856.41		\$13,401,042.87	<b>\$3,080,032.25</b>	
County	12.878%	\$33,638,280.97	\$ 4,726,224.27	\$ 469,839.99	\$ 5,196,064.25	\$38,834,345.23			\$6,079,637.00	<b>\$32,754,708.23</b>	
<b>TOTALS</b>	<b>100.00%</b>	<b>\$298,117,490.79</b>	<b>\$36,699,986.56</b>	<b>\$0.00</b>	<b>\$36,699,986.56</b>	<b>\$334,817,477.35</b>	<b>\$56,542,459.25</b>	<b>\$10,822,955.12</b>	<b>\$76,321,722.04</b>	<b>\$191,130,340.94</b>	<b>\$4,658,672.00</b>

### NOTES:

- (1) Split is Arterial 80% and Grade Separation 20% as of FY18/19
- (2) Difference between FY23/24 Indirect planned of \$90,000 and \$270,480 actuals.
- (3) Includes Project Advancement Agreement reimbursements from Major Street Arterial subprogram dollars.
- (4) 15 Year adjustments to allocations to bring all Valley jurisdictions to their equitable share (per SBCTA Board June 3, 2020)
- (5) Arterial Invoicing Reimbursements paid out per SBCTA financial system; includes project payments for projects for which SBCTA is lead (i.e., Mt Vernon Viaduct and 4th Street Bridge)

<u>Excess Revenue Calculations</u>	
FY 22/23 actual Major Streets Revenue	\$ 35,743,603.00
FY 22/23 planned Major Streets	<u>\$ 26,842,900.00</u>
Excess actual over planned	\$ 8,900,703.00

## Additional Information

**BOARD OF DIRECTORS METRO VALLEY STUDY SESSION ATTENDANCE – 2024**  
**VALLEY BOARD MEMBER ATTENDANCE**

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

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

Communication: Attendance (Additional Information)

# BOARD OF DIRECTORS METRO VALLEY STUDY SESSION ATTENDANCE – 2024

## 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										
<b>Jesse Armendarez</b> Board of Supervisors												
<b>Joe Baca, Jr.</b> Board of Supervisors		X										

## MOUNTAIN/DESERT BOARD MEMBER ATTENDANCE

<b>Daniel Ramos</b> City of Adelanto												
<b>Art Bishop</b> Town of Apple Valley		X										
<b>Carmen Hernandez</b> City of Barstow		X										
<b>Rick Herrick</b> City of Big Bear Lake												
<b>Rebekah Swanson</b> City of Hesperia		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										
<b>Paul Cook</b> Board of Supervisors		X										

X = member attended meeting. \* = alternate member attended meeting. Empty box = Did not attend meeting. Crossed out box = not a Board Member at the time.

MVSSatt24

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