

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

**November 13, 2014**

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

**Location**

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

***Board of Directors***

**Valley Representatives**

**Study Session Chair**

Michael Tahan, Council Member  
City of Fontana

**Study Session Vice-Chair**

Ray Musser, Mayor  
City of Upland

Dennis Yates, Mayor  
City of Chino

Ed Graham, Mayor  
City of Chino Hills

Frank Navarro, Council Member  
City of Colton

Walt Stanckiewicz, Mayor  
City of Grand Terrace

Larry McCallon, Mayor Pro Tem  
City of Highland

Rhodes "Dusty" Rigsby, Mayor  
City of Loma Linda

Paul M. Eaton, Mayor  
City of Montclair

Alan Wapner, Mayor Pro Tem  
City of Ontario

L. Dennis Michael, Mayor  
City of Rancho Cucamonga

Pete Aguilar, Mayor  
City of Redlands

Deborah Robertson, Mayor  
City of Rialto

R. Carey Davis, Mayor  
City of San Bernardino

Dick Riddell, Council Member  
City of Yucaipa

**Mountain/Desert Representatives**

Cari Thomas, Mayor  
City of Adelanto

Curt Emick, Council Member  
Town of Apple Valley

Julie McIntyre, Mayor  
City of Barstow

Ryan McEachron, Mayor Pro Tem  
City of Victorville

Bill Jahn, Council Member  
City of Big Bear Lake

Mike Leonard, Council Member  
City of Hesperia

Edward Paget, Mayor  
City of Needles

Jim Harris, Council Member  
City of Twentynine Palms

George Huntington, Mayor Pro Tem  
Town of Yucca Valley

**County Board of Supervisors**

Robert Lovingood, First District

Janice Rutherford, Second District

James Ramos, Third District

Gary Ovitt, Fourth District

Josie Gonzales, Fifth District

*Ex-Officio Member - Basem Muallem, Caltrans District 8 Director*

*Ray Wolfe, SANBAG Executive Director*

*Eileen Teichert, SANBAG General Counsel*

San Bernardino Associated Governments  
County Transportation Commission  
County Transportation Authority  
County Congestion Management Agency  
Service Authority for Freeway Emergencies

## **AGENDA**

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

**November 13, 2014**

**9:30 AM**

**Location**

**First Floor Lobby**

**1170 W. 3rd Street, San Bernardino, CA 92410**

#### **CALL TO ORDER**

(Meeting Chaired by Michael Tahan)

- i. Pledge of Allegiance
- ii. Attendance
- iii. Announcements
- iv. Agenda Notices/Modifications - Melonie Donson

#### **Possible Conflict of Interest Issues for the Metro Valley Study Session Meeting of November 13, 2014**

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

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

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

**This item is prepared monthly for review by SANBAG Board and Committee members.**

## **CONSENT CALENDAR**

Items listed on the Consent Calendar are expected to be routine and non-controversial. The Consent Calendar will be acted upon as a single motion. Items on the Consent Calendar may be removed for discussion by Board Member Request.

### **Project Delivery**

- 2. Construction Contract Change Orders to on-going SANBAG Construction Contracts with KASA Construction, Inc., Ortiz Enterprises Inc., Brutoco Engineering and Construction, Skanska/Rados A Joint Venture, Financial Pacific Insurance Company and Skanska USA Civil West.**

Review and Ratify Change Orders.

**Garry Cohoe**

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

## **DISCUSSION ITEMS**

### **Administrative Matters**

- 3. 2015 Board of Directors Metro Valley Study Session Meeting Schedule**

Approve the 2015 Board of Directors Metro Valley Study Session Meeting Schedule.

**Garry Cohoe**

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

### **Project Delivery**

- 4. Informational Briefing on the Interstate 15/Interstate 215 (I-15/I-215) Devore Interchange Project**

Receive a presentation on the current status of the I-15/I-215 Devore Interchange Project.

**Dennis Saylor**

**This item is also scheduled for review by the Mountain/Desert Policy Committee on November 14, 2014.**

- 5. 2014/2015 Fiscal Year Budget Amendment for Task 0886, Colton Quiet Zone**

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

Amend the 2014/2015 Fiscal Year Budget to increase the budget for Task 0886, Colton Quiet Zone, by adding \$3,000,000.00 of Measure I Valley Fund – Freeway Projects (4110).

**Garry Cohoe**

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

## **6. Award a New On-Call Environmental Services Contract**

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

Approve the On-Call Environmental Services Contract C14144 with Vandermost Consulting Services, Inc. for a Not-to-Exceed contract value of \$3,000,000 and a five year term.

**Paula Beauchamp**

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

## **7. Interstate 10 (I-10) University Street Project**

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

A. Approve award of Contract No. C14163 with ADVANTEC Consulting Engineering, Inc. for I-10 University Street Interchange Project Professional Services for the Permit Engineering Evaluation Report, the Project Approval & Environmental Document, the Plans, Specifications, and Estimates, and Design Support Services during the Right-of-Way and construction phases in an amount not-to-exceed \$881,643.

B. Approve a contingency amount for Contract No. C14163 of \$88,164 and authorize the Executive Director or designee to release contingency as necessary for the project.

**Paula Beauchamp**

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

## **Regional/Subregional Planning**

### **8. Draft Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) Project List**

Receive information on the submittal of a Draft Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) Project List to SCAG by November 30, 2014.

**Timothy Byrne**

**This item is being reviewed by the Mountain/Desert Committee on November 14, 2014 and material in this item was reviewed by the Transportation Technical Advisory Committee on November 3, 2014.**

## **Comments from Board Members**

Brief Comments from Board Members

## **Public Comment**

Brief Comments by the General Public

## **ADJOURNMENT**

### **Additional Information**

Attendance

SANBAG Entities

Meeting Procedures and Rules of Conduct

General Practices for Conducting Meetings

Acronym List

Mission Statement

**The next Board of Directors Metro Valley Study Session will be  
December 11, 2014**

Complete packages of the SANBAG agenda are available for public review at the SANBAG offices and our website: [www.sanbag.ca.gov](http://www.sanbag.ca.gov). Staff reports for items may be made available upon request. For additional information call (909)884-8276.

- San Bernardino County Transportation Commission •San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency •Service Authority for Freeway Emergencies

## *Minute Action*

### AGENDA ITEM: 1

**Date:** November 13, 2014

**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 SANBAG 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:

Item No.	Contract No.	Principals & Agents	Subcontractors
2-A	C09196	Skanska/Rados Joint Venture <i>Chad Mathes</i>	All American Asphalt Anderson Drilling CGO Construction Chrisp Company Coffman Specialties Cleveland Wrecking CMC Fontana Steel D C Hubbs Dywidag-Systems Int. Elmore Pipe Jacking Foundation Pile Inc. Gerco Contracting Giken America Corp. Robert B. Longway Malcom Drilling Co, Inc. Merli Concrete Pumping Modern Alloy MSL Electric Inc. Olivas Drilling

*Entity: CMA, COG, CTA, CTC, SAFE*

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			Pacific Restoration Group Penhall Pomeroy Reycon Construction, Inc. Southwest V-ditch Statewide Safety & Sign Steve Bubalo Construction Valley Concrete Placing, Inc. VP Vertical Earthwork
2-B	C12036	Brutoco Engineering and Construction, Inc. <i>Andy Acosta</i>	A.C. Dike Company ACL Construction Alcorn Fence Company All American Asphalt AVAR Construction Systems, Inc. Cal-Stripe, Inc. Castle Walls LLC CGO Construction Company, Inc. Coffman Specialties, Inc. Cooper Engineering, Inc. C.P. Construction Company, Inc. Diversified Landscape Company Dywidag-Systems Int. G & F Concrete Cutting Grififth Company Harber Companies, Inc. Integrity Rebar Placers KEC Engineering KRC Safety Co., Inc. LaLonde Equipment Rental Leinaia's Transportation Pomeroy South Coast Sweeping Sully-Miller Contracting Company Treesmith Enterprises, Inc. Truesdale Corporation of California Visual Pollution Technologies West Coast Boring, Inc.

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2-C	C12224	Ortiz Enterprises, Inc. <i>Patrick A. Ortiz</i>	Alcorn Fence Company Bithell, Inc. Cal-Stripe, Inc. CGO Construction Cooper Engineering, Inc. Coral Construction Coreslab Structures Diversified Landscape Company Griffith Company Harbor Companies, Inc. Hardy & Harper Hydro Sprout Integrity Rebar Placers L. Johnson Lincoln Pacific Mahaffey Companies Rogan Concrete Coring & Sawing SRD Engineering, Inc. Statewide Traffic Safety & Signs Superior Gunitite Truesdell Corporation West Coast Welding, Inc.
2-D	C12196	Ortiz Enterprises, Inc. <i>Patrick A. Ortiz</i>	A.C. Dike Company ACL All American Asphalt CGO Construction Company, Inc. Chrisp Company DC Hubbs Company Diversified Landscape Company EBS General Engineering, Inc. Foundation Pile, Inc. Hard Rock Equipment High Light Electric, Inc. Integrity Rebar Placers KEC Engineering Malcomb Drilling Company R.J. LaLonda, Inc. SRD Engineering

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			Statewide Traffic Safety & Signs
2-E	C13121	KASA Construction Company, Inc. <i>Diana Kasbar</i>	MSL Electric, Inc. Quality Hydroseeding & Restoration Treesmith Enterprises, Inc. Turboscape, Inc.
2-F	C13093	Financial Pacific Insurance Company <i>Laurie Hants</i>	None
2-G	C11184	Skanska <i>Tim Wilson</i>	Ace Fence Company Anderson Drilling Empire Steel J P Striping Inc. J.V. Land Clearing Marina Landscape, Inc. MSL Electric Municon Consultants Reycon Construction Inc. Statewide Safety & Signs Tipco Engineering
2-H	C13108	Skanska USA Civil West <i>Jeffrey Langevin</i>	Chrip Company Dywidag-Systems Int. Fence Corporation, Inc. Hayward Banker Integrity Rebar Placers John S. Meek Company, Inc. Ferreria Construction Company, Inc. R. Dugan Construction, Inc. Rock Structures Construction Co. Sierra Landscape Development, Inc.
6	C14144	Vandermost Consulting Services, Inc. <i>Julie Vandermost</i>	A/E Tech Duke CRM Environ International Corporation Group Delta Consultants, Inc. Clark & Green Associates PCR Services Corporation
7	C14163	ADVANTEC Consulting Engineering, Inc. <i>Edward Miller</i>	ICF International Kleinfelder Simon Wong Engineering

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***Financial Impact:***

This item has no direct impact on the SANBAG budget.

***Reviewed By:***

This item is prepared monthly for review by SANBAG Board and Committee members.

***Responsible Staff:***

Garry Cohoe, Director of Project Delivery

## *Minute Action*

### AGENDA ITEM: 2

**Date:** *November 13, 2014*

**Subject:**

Construction Contract Change Orders to on-going SANBAG Construction Contracts with KASA Construction, Inc., Ortiz Enterprises Inc., Brutoco Engineering and Construction, Skanska/Rados A Joint Venture, Financial Pacific Insurance Company and Skanska USA Civil West.

**Recommendation:**

Review and Ratify Change Orders.

**Background:**

Of SANBAG's sixteen on-going Construction Contracts in the Metro Valley, eight have had Construction Change Orders (CCO's) approved since the last reporting to the Board Metro Valley Study Session. The CCO's are listed below.

A. Contract Number (CN) C09196 with Skanska/Rados A Joint Venture for the construction of the I-215 Segments 1 and 2 project: CCO No. 1 Supplement 7 (\$7,610.13 increase in additional funding for Maintaining Traffic in accordance with the Special Provisions), CCO No. 5 Supplement 6 (no cost/no credit change for a time adjustment of 4 additional working days to the contract time for work associated with CCO No. 5), CCO No. 11 Supplement 8 (\$2,594.59 increase in additional funds for removal and disposal of buried man-made objects), CCO No. 18 Supplement 8 (\$17,459.60 increase in additional funding for repairing damaged or failing roadway sections), CCO No. 30 and Supplement 1 (\$13,258.64 and \$51,297.29 respectively for increases in additional funding for construction of overhead cantilevered sign structure foundation based on revisions to the plans.), CCO No. 49 Supplement 1 (\$1,482.69 increase in additional funding for framing of roadway signs as directed by the Engineer), CCO No. 64 Supplement 6 (\$90,000.00 increase in additional funding for perpetuating improvements along the right of way impacted by the project), CCO No. 121 Supplement 5 (\$22,324.69 increase in additional funding for anti-theft modifications to City and Caltrans pull boxes), CCO No. 130 Supplement 1 (\$9,000.00 increase in additional funding for settlement of Notice of Potential Claim (NOPC No.29 ) and final payment for installation of Type 60C Concrete Barrier whereas the contract did not provide payment method for compensation), CCO No. 150 (\$74,290.00 increase for changes required for installation of roadside signs), CCO No. 161 Supplement 1 (\$174.27 increase in additional funding for installation of irrigation crossover under northbound SR-259 to provide irrigation for the gore area), CCO No. 163 Supplement 2 (\$23,072.29 decrease in funding for deletion of two water meters and three backflow preventers intended for landscape irrigation purposes but determined by Caltrans Landscape Design to not be needed), CCO No. 175 Supplement 4 (\$2,219.07 increase in additional funding for final cost of installing Metal Beam Guardrail and Concrete Barrier Type 60 respectively), CCO No. 190 (\$78,867.60 decrease in costs for Bid Item 110 "Grind Existing Concrete Pavement" due to an area planned for grinding was previously ground), CCO No. 196 Supplement 2 (\$6,158.27 increase in

*Entity: CTA, CTC*

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additional funding for curb and gutter replacement and construct a cross gutter at the intersection of 9<sup>th</sup> and J Streets), CCO No. 198 (\$26,152.50 decrease in funds for elimination of slope paving at abutment 7 of the 16<sup>th</sup> Street Overhead due to not being required by the Standard Specifications), CCO No. 199 and Supplement 1 (\$75,000.00 increase in funding for reconstruction of the inside northbound shoulder of SR-259 to address drainage systems affected by grade changes in the roadway not addressed in the original design and requested by Caltrans and a no cost/no credit change to address 114 additional working days to the contract time for work associated with CCO No. 199 respectively), CCO No. 200 (\$3,850.11 decrease due to unit price adjustment to Bid Item 49 Adjust Water Valves to Grade for under-run per the Standard Specifications), CCO No. 201 (\$20,506.90 increase in funds to cover increased use of Bid Items 137 and 216 for corrections to drainage systems to address conflicts with planned improvements), CCO No. 207 (\$34,065.60 increase in funds for unit price adjustment of Bid Item 8 “Temporary Gravel Bag Berm” for item over-run in accordance with the Contract Standard Specifications), CCO No. 208 (\$85,031.34 decrease for unit price adjustment for under-run of Bid Item 46 “Remove Base and Surfacing” per contract Standard Specifications), CCO No. 209 (\$8,403.75 increase for additional use of Bid Item 2 “Temporary Fence” at contract unit price), CCO No. 210 (\$33,914.64 increase for additional use of Bid Item 27 “Remove Chain Link Fence” at contract unit price), CCO No. 211 (\$9,097.00 decrease for elimination of Bid Items 28 “Remove Chain Link Railing, 191 “1350mm Alternative Pipe Culvert and 252 “Concrete Barrier Type 736 in their entirety as they were not utilized in construction of the project), CCO No. 212 and Supplement No. 1 (\$10,000.00 increase to compensate contractor for integrating mulch into topsoil and a no cost/no credit change to address four (4) additional working days to the contract time for work associated with CCO No. 212 respectively), CCO No. 213 (\$119,505.75 increase for additional Thermoplastic Pavement Markings and Traffic Stripe required to properly tie-in pavement delineation to Segments 3 and 5 outside the project limits in addition to Segment 2 quantities not included in the Engineers Estimate), CCO No. 214 (\$10,400.00 increase in cost for increase of Bid Item 236 “Alternative In-line Terminal System” and a decrease of Bid Item 237 “Alternative Flared Terminal System” at contract unit price to address changes in Metal Beam Guardrail end-treatments to fit final field conditions and as requested by Caltrans), CCO No. 215 (\$4,701.38 increase due to unit price adjustment to Bid Item 99 “Aggregate Base (Approach Slab)” for over-run per the Standard Specifications), CCO No. 216 (\$48.91 decrease due to unit price adjustment to Bid Item 109 “Seal Longitudinal Isolation Joint” for over-run per the Standard Specifications), CCO No. 217 (\$466.40 decrease due to unit price adjustment to Bid Item 19 “Type III Barricade” for over-run per the Standard Specifications), CCO No. 218 (\$80,296.64 decrease due to unit price adjustment to Bid Item 182 “Install Sign (Strap and Saddle Bracket Method)” for over-run per the Standard Specifications) and CCO No. 219 (\$19,220.68 increase due to unit price adjustment to Bid Item 52 “Remove Concrete (Sidewalk and Cross Gutter)” for over-run per the Standard Specifications).

The following no cost/no credit Change Orders address contractors request to deferred determination of time extensions due to unknown impacts and the Engineers final analysis and determination that zero (0) working days to the contract time are justified: CCO No. 11 Supplement 7, CCO No. 34 Supplement 4, CCO No. 42 Supplement 3, CCO No. 68 Supplement 7, CCO No. 69 Supplement 3, CCO No. 111 Supplement 3, CCO No. 127 Supplement 2, CCO No. 129 Supplement 2, CCO No. 150 Supplement 1, CCO No. 158

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County Transportation Commission - CTC

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Supplement 3, CCO No. 173 Supplement 1, CCO No. 175 Supplement 3, CCO No. 176 Supplement 1, CCO No. 178 Supplement 2, CCO No. 180 Supplement 2, CCO No. 181 Supplement 1, CCO No. 186 Supplement 1, CCO No. 187 Supplement 1, CCO No. 188 Supplement 2, CCO No. 189 Supplement 2, CCO No. 191 Supplement 1, CCO No. 192 Supplement 1, CCO No. 193 Supplement 2, CCO No. 195 Supplement 1, CCO No. 196 Supplement 1, and CCO No. 197 Supplement 1.

B. CN C12036 with Brutoco Engineering and Construction, Inc. for construction of the I-10 Citrus Avenue Interchange project: CCO No. 52 (\$15,000.00 increase for revisions to curb ramps, sidewalks and addition of 4 pedestrian crosswalk pushbuttons for compliance with ADA requirements), CCO No. 56 (\$40,000.00 increase for various items of work not included in the contract documents; proper grading for gate installation, saw-cutting expansion sidewalk on bridge, install sign on outside of concrete bridge railing for ADA requirements, additional cable railing for gap between bridge abutment and adjacent retaining wall, block retaining wall to protect SCE equipment and realignment of pipe under eastbound off ramp to decrease need for ramp closure to install pipe system) and CCO No. 61 (\$35,000.00 increase for removing installed pedestrian crosswalk, ADA ramps and pedestrian signal heads and rebuilding curbs and sidewalk to eliminate pedestrian crossing of Citrus at south side of eastbound ramps and providing pavement delineation of left turn movement from westbound off ramp).

C. CN C12224 with Ortiz Enterprises, Inc. for construction of the I-10 Cherry Avenue Interchange project: CCO No. 38 (\$20,000.00 increase for adding to the Special Provisions to address payment to the contractor for removal of Temporary Traffic Strip and to compensate the contractor for this work), CCO No. 45 (\$60,461.12 increase for lowering existing fiber optic lines and vaults and modifications to Drainage Systems 21, 57 and 62 to eliminate conflict with on ramp roadway structural section) and CCO No. 46 (\$17,000.00 increase to compensate contractor for providing temporary power feed to existing street lighting at the westbound on ramp during Stage 1A construction).

D. CN C12196 with Ortiz Enterprises, Inc. for construction of the I-10 Tippecanoe Interchange, Phase 1 project: CCO No. 8 Supplement 1 (\$4,635.53 additional funds for acceleration of construction of Pier 2 wall inside the San Timoteo Creek Channel), CCO No. 9 Supplement 2 (\$8,584.51 additional funds for repairs to the San Timoteo Creek Channel wall), CCO No. 20 Supplement 2 (\$6,580.62 additional funds to maintain Existing and Temporary Electrical Systems, Traffic Management System and Traffic Signal and Lighting Systems), CCO No. 28 Supplement 1 (\$6,826.46 additional funds for removal of low R-value soil and placing and compacting suitable replacement material), CCO No. 33 Supplement 1 (\$1,651.85 additional funds for demolition of out of specification curb and gutter and re-grading of the area), CCO No. 35 Supplement 3 (\$3,459.50 additional funds for contractor to provide Class II base material) and CCO No. 47 (\$208,318.36 increase for final resolution of disputes with the contractor regarding project delay, time related overhead, liquidated damages and delay impact to the project in its entirety).

E. CN C13002 with KASA Construction Company, Inc. for construction of the SR-210 Segment 11 Landscaping project: CCO No. 8 Supplement 1 (no cost/no credit to increase the contract duration for 10 working days to compensate the contractor for delays encountered while repairs

Council of Government - COG

County Transportation Commission - CTC

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to embankment slope were executed.

F. CN C13093 with Financial Pacific Insurance Company for the construction of the I-10 Riverside Avenue Interchange Landscaping project: CCO 12 Supplement 1 (\$6,105.00 increase in funds for additional Hot Mixed Asphalt required to improve the I-10 eastbound right shoulder as required by Caltrans).

G. CN C11184 with Skanska USA Civil West for construction of the Hunts Lane Grade Separation project: CCO No. 52 (no cost/no credit for deletion of concrete cross-gutter not required to provide for proper street drainage and as approved by the Designer) and CCO No. 53 (\$6,500.00 increase for installation of drainage inlet to divert surface flow from adjacent properties into new 24" drain line).

H. CN C13108 with Skanska USA Civil West for construction of the Palm Avenue Grade Separation project: CCO No. 6 Supplement 2 (\$14,922.14 increase provides for realignment of 36", 30" and 12" water line relocations to avoid conflicts with other existing utilities) and CCO No. 19 (\$1,050.50 increase to provide for details to place chain link railing around street light poles installed on concrete bridge rails).

***Financial Impact:***

This item imposes no financial impact, as all CCOs are within previously approved contingency amounts under Task No's. 0824, 0826, 0838, 0841, 0842, 0870 and 0874.

***Reviewed By:***

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

***Responsible Staff:***

Garry Cohoe, Director of Project Delivery

<b>I-10 Citrus Interchange – Executed Change Orders</b>		
Number	Description	Amount
001	TRAFFIC CONTROL	\$ 35,000.00
001 S-1	TRAFFIC CONTROL, ADD'L FUNDS	\$ 35,000.00
001 S-2	TRAFFIC CONTROL, ADD'L FUNDS	\$ 30,000.00
002	MAINTAIN IRRIGATION AND LANDSCAPING	\$ 8,000.00
003	WATER POLLUTION CONTROL MAINTENANCE SHARING	\$ 25,000.00
004	PARTNERING	\$ 10,000.00
004 S-1	Additional Funds	10,000.00
005	DISPUTE REVIEW BOARD	\$ 15,000.00
005 S-1	Additional Funds	\$ 5,000.00
006	MAINTAIN EXISTING ELECTRICAL SYSTEMS	\$ 20,000.00
006 S-1	Additional Funds	\$ 5,000.00
006 S-2	Additional Funds	\$8,100.00
007	GRAFFITI REMOVAL	\$ 5,000.00
008	DS-10 REDESIGN AND ALIGN	\$ (143,397.00)
009	REPLACE LOOP DETECTION WITH VIDEO DETECTION	\$ 18,645.00
010	SEWER CONNECTION ON SOUTH CITRUS	\$ 7,945.48
011	REPLACE RSC AND RSLCB IN WB OFF-RAMP TERMINI WITH STANDARD JPCP	\$ (164,877.00)
011 S-1	REPLACE RSC AND RSLCB IN WB OFF-RAMP TERMINI WITH STANDARD JPCP SUPPLEMENT 1	\$ 46,674.75
012	OVER-EXCAVATE AND RE-COMPACT UNDER OH ABUTMENTS AND WW	\$ 11,483.50
013	REPLACE RSC AND RSLCB IN WB OFF-RAMP GORE	\$ (41,180.48)
014	SEPTIC SYSTEM FOR 76 GAS STATION	\$ 36,783.25
015	ROW DELAY FOR ALCORN FENCE	\$ 1,500.00
016	DS-15 CONNECTION TO DS-1	\$ 2,911.33
017	REVISE DWY APPROACHES AND DWYS AT BOYLE CUL-DE-SAC	\$ 11,130.00
017 S-1	REVISE DWY APPROACHES AND DWYS AT BOYLE CUL-DE-SAC, ADDITIONAL FUNDS	\$ 27,000.00
018	REPLACE RSC WITH STANDARD JPCP – WB ON-RAMP GORE	\$ (32,840.80)
019	REPLACE RSC WITH STANDARD JPCP – EB OFF-RAMP GORE	\$ (62,956.58)
020	REPLACE RSC WITH STANDARD JPCP AT WB OFF-RAMP GORE	\$ (21,153.30)
021	NON-COMPENSABLE EXCUSABLE DELAY	\$ 0.00
022	LONGITUDINAL TINING	\$ 8,500.00
023	PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS	\$161,000.00
024	PARAPET HEADWALL HEIGHT CHANGE	\$ 4,000.00
025	76 GAS STATION IMPROVEMENTS	\$ 38,000.00
026	NON-COMPENSABLE EXCUSABLE DELAY – 4 DAYS	\$ 0.00
027	ELECTRICAL WORK	\$ 54,000.00
028	DEMO AND GRADE ON CITRUS AVENUE	\$ (28,022.88)
028 S-1	ADDITIONAL FUNDS FOR TRAFFIC CONTROL	\$ 28,022.88
029	REMOVAL AND DISPOSAL OF MAN-MADE OBJECTS	\$ 26,000.00
029 S-1	Additional Funds	\$ 49,800.00

**Bolded** Construction Change Orders approved since the last reporting to the Metro Valley Study Sessions Committee

Amounts shown in parentheses represent a credit to the Agency

030	ROCK BLANKET CREDIT	\$ (74,957.08)
032	LANE CLOSURE CHARTS CHANGE	\$ 0.00
033	DS-25 MODIFICATIONS	\$ 38,500.00
034	ADJUSTMENT OF ITEM OVERRUNS	\$ 27,111.10
036	Change in Retaining Wall Type	\$29,883.70
038	Claim Settlement for Differing Site Conditions	\$ 26,400.00
040	DS-1 MODIFICATIONS	\$ 14,000.00
041	TREE REMOVAL AND WATER LINE	\$ 8,500.00
042	RELOCATION OF GAS AND WATER SERVICES	\$ 12,200.00
043	ADA Requirements on Bridge Sidewalk	\$ 26,000.00
043 S-1	Time Adjustment	\$ 0.00
044	Eliminate Rapid-Set Concrete on # 4 lanes	\$ 86,614.00
045	Additional Concrete Swale along RW 795	\$ 9,200.00
046	Fencing and Gates along Residential Properties	\$ 27,247.00
047	Additional Rock Blanket at Bridge Abutment	\$27,000.00
048	Curb and Sidewalk at SW corner Valley/Citrus	\$ 5,200.00
050	MULBERRY CHANNEL ACCESS RAMP	\$ 45,778.00
051	STREET LIGHT POLE BASES	\$ 8,159.00
<b>052</b>	<b>Revise Curb ramps, sidewalks &amp; Ped Buttons for ADA</b>	<b>\$15,000.00</b>
054	I-10 MEDIAN PAVING	\$ 44,500.00
<b>056</b>	<b>Misc. work not covered by contract items</b>	<b>\$40,000.00</b>
057	Concrete Pavement Just-In-Time Training	\$ 1,500.00
058	NOPC No. 6 Resolution	\$ 63,000.00
059	TRAFFIC SIGNAL EQUIPMENT AT SLOVER & VALLEY	\$ 59,787.00
060	Caltrans Safety comments EB on ramp	\$ 35,000.00
<b>061</b>	<b>Remove Pedestrian Crossing features</b>	<b>\$35,000.00</b>
<b>CCO TOTAL</b>		<b>\$ 860,690.87</b>
<b>TOTAL CONTINGENCY AND SUPPLEMENTAL</b>		<b>\$5,726,000.00</b>

<b>I-10/Cherry Interchange – Executed Change Orders</b>		
Number	Description	Amount
1	Additional Traffic Control System	\$35,000.00
2	Maintain Existing Irrigation System	\$5,000.00
2 S-1	Additional Funds	\$25,000.00
3	Water Pollution Control Maintenance Sharing	\$20,000.00
4	Additional Striping and Temporary Pavement	\$30,000.00
4 S-1	Additional Striping - Supplement 1	\$15,000.00
4 S-2	Additional Striping – Supplement 1	\$ 30,000.00
5	SWPPP Change of Risk Level	(\$39,090.00)
6	Dispute Review Board	\$15,000.00
7	Partnering	\$20,000.00
8	Compliance with Right-of-way Obligations	\$60,000.00
8 S-1	Compliance with Right-of-way Obligations – Suppl. 1	\$60,000.00
9	Graffiti removal	\$15,000.00
9 S-1	Graffiti removal – Supplement 1	\$25,000.00
10	Maintain Existing Electrical System	\$10,000.00
10 S-1	Maintain Existing Electrical System – Supplemental 1	\$20,000.00
11	Spillway Drainage Connection to DS-1	\$25,000.00
11 S-1	Spillway Drainage Connection to DS-1 – Sup. 1	\$13,000.00
11 S-2	Additional Funds	\$18,000.00
12	Temporary Light Poles	\$20,000.00
13	Remove Existing Sign Structure	\$10,260.00

**Bolded** Construction Change Orders approved since the last reporting to the Metro Valley Study Sessions Committee

Amounts shown in parentheses represent a credit to the Agency

14	Compensation for Row Obstruction (Leach Tank)	\$10,780.00
15	Revision to Contract Special Provisions for Remove Tree	\$0.00
16	RW 680 Footing Modifications	(\$21,490.00)
17	Remove Existing Asbestos Pipe	\$10,797.00
19	Regular PCCP in lieu of Rapid Set Concrete	(\$152,296.00)
20	Driveway for Truck Stop Facility	\$0.00
21	Remove Tree Item Adjustment	\$103,187.55
22	Change in Alignment for SW 697	\$0.00
23	Modified Concrete Barrier for Light Poles	\$25,000.00
25	Additional Grout at Sound wall 697	\$5,000.00
26	New Drainage System at RW 33	\$5,199.50
27	Modifications to Drainage System No. 1 channel wall	\$21,477.30
28	Just-In-Time-Training	\$1,110.00
29	Maintain Existing Drainage System	\$20,000.00
29 S-1	Additional Funds	\$30,000.00
30	Modifications to Drainage Systems	(\$115,480.50)
31	Payment to Edison	\$10,000.00
32	Various Unforeseen Additional Work	\$30,000.00
32 S-1	Additional Funds	\$30,000.00
33	Electrical Revisions for MSE wall	\$46,447.28
35	Increase in Various Items	\$73,234.66
36	Joint Armor for Bridge Sidewalks	\$13,000.00
37	Revisions to Rock Blanket Thickness	(\$154,335.02)
37 S-1	Replace Rock Blanket with 2 1/2 " Gravel	(\$23,100.00)
<b>38</b>	<b>Revise SP's for Payment for Removal of Temp. Striping</b>	<b>\$20,000.00</b>
40	Rush Truck Center Parking Lot	\$45,000.00
42	Pedestrian Access to Bridge	\$20,000.00
43	Type 60C Barrier and Shotcrete along W/B off ramp	\$35,000.00
<b>45</b>	<b>Lower Fiber Optics &amp; Drainage Systems for Roadway</b>	<b>\$60,461.12</b>
<b>46</b>	<b>Temp. Electrical feed for Street Lighting for Stage 1A</b>	<b>\$17,000.00</b>
<b>CCO TOTAL</b>		<b>\$598,162.89</b>
<b>TOTAL CONTINGENCY AND SUPPLEMENTAL</b>		<b>\$5,282,319.79</b>

<b>Palm Avenue Grade Separation – Executed Change Orders</b>		
Number	Description	Amount
1	Delayed Start	\$ 0.00
1 S-1	Partial Suspension of Work due to Utility Delays	\$ 0.00
2	Additional Hoop rebar for CIDH Piles	\$ 1,310.00
3	Additional SWPPP Measures and SWPPP Maintenance	\$ 50,000.00
4	Additional Traffic Control	\$ 25,000.00
5	Modify Contract language to remove Barstow	\$ 0.00
6	Modification to City Water Line	(\$ 8,750.00)
6 S-1	Modification to City Water Line	\$ 0.00
<b>6 S-2</b>	<b>Additional Funds</b>	<b>\$ 14,922.14</b>
7	Temporary Drainage System	\$ 10,000.00
8	Revisions to Denny's, Cross Slope and Detour	\$ 71,027.00
9	Relocate Existing Pole Gate	\$ 4,242.00

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11	Wrought Iron Fence Substitution	\$ (5,000.00)
12	Water Meter Installation	\$ 24,514.00
13	Dispute Resolution Advisor	\$ 15,000.00
14	Cable Railing for Headwalls & Wing-walls	\$ 3,750.00
15	Electrical Services	\$ 50,000.00
17	Transition Barrier Railing @ BNSF R/W	\$ 5,263.25
18	Curb & Gutter near Edison Pole	\$ 30,000.00
<b>19</b>	<b>Chain Link Fence Details on Bridge</b>	<b>\$ 1,050.50</b>
<b>CCO TOTAL</b>		<b>\$ 292,328.89</b>
<b>TOTAL CONTINGENCY AND SUPPLEMENTAL</b>		<b>\$ 1,254,317.50</b>

<b>I-10 Tippecanoe Avenue Phase 1 – Executed Change Orders</b>		
Number	Description	Amount
1	Maintain Auxiliary Lane	\$27,010.00
2	Removal of Trees Along Tippecanoe Avenue	\$16,753.74
3	Traffic Control	\$10,000.00
3 S-1	Additional Funds	\$ 13,385.35
3 S-2	Additional Funds	\$3,934.77
4	Partnering	\$15,000.00
5	Dispute Review Board	\$15,000.00
6	Graffiti Removal	\$4,000.00
7	Removal of Man-Made Buried Object	\$10,000.00
8	Expediting Construction of Pier 2 Wall and Channel Invert Per ACOE Direction	\$3,000.00
<b>8 S-1</b>	<b>Additional Funds</b>	<b>\$4,635.53</b>
9	Expediting Modification of RCB Connection to San Timoteo Creek Wall Per ACOE Direction	\$19,435.00
9 S-1	Additional Funds	\$7,430.43
<b>9 S-2</b>	<b>Additional Funds</b>	<b>\$8,584.51</b>
10	Shared Maintenance of SWPPP Components	\$15,000.00
11	Roadway Repairs Caused by Public Traffic	\$5,000.00
12	Maintain Existing Planting and Irrigation Systems	\$10,000.00
12 S-1	Supplement #1 to CCO #12	\$16,000.00
12 S-2	Additional Funds	\$20,000.00
13	Modify Drainage Detail #11	\$4,607.18
14	Restriping Tippecanoe Ave. And Anderson St.	\$16,809.40

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14 S-1	Traffic Control Plan for Restriping	\$1,310.00
15	Disposition of ADL Soil	\$137,620.00
15 S-1	Traffic Control Plan	\$10,000.00
15 S-2	Disposition of ADL Soil – Extra Work at Force Account	\$209,580.00
15 S-3	Additional Time Related Overhead for Change Order #15 and Change Order #16	\$73,170.00
15 S-4	Additional Funds for SWPPP Maintenance	\$10,000.00
15 S-5	Time Extension and TRO Costs	\$44,607.30
15 S-6	Final Determination of ADL Costs	\$85,000.00
16	Increase/Decrease in Retaining Wall Material	\$72,240.00
16 S-1	Additional Quantities for Retaining Wall Material	\$51,786.28
17	Temporary Fiber Optic Change	\$20,554.27
18	Modify Drainage Detail 18A and 18D	(\$1,386.69)
18 S-1	Additional Funds	\$271.69
18 S-2	Additional Funds	\$723.56
19	Differing Site Conditions – San Timoteo Creek Bridge – Abutment #1	\$7,000.00
20	Maintain Existing Electrical Systems	\$15,000.00
20 S-1	Additional Funds	\$29,917.67
<b>20 S-2</b>	<b>Additional Funds</b>	<b>\$6,580.62</b>
21	Elimination of Item #51	(\$3,000.00)
23	Removal of Additional Trees – Resolution of NOPC 1-11- 02-13	\$32,666.76
24	Replacing JPCP and LCB with Rapid Set JPCP and Rapid Set LCB	\$20,005.77
25	Revision of Staging Plans	\$9,778.20
26	Weekend Closures on I-10 Tippecanoe EB Off-Ramp	\$0.00
27	Mitigation of Low R-Values Inside ADL Section	\$25,000.00
27 S-1	Supplement 1 – Mitigation of Low R-Values Inside ADL Section	\$15,000.00
27 S-2	Additional Funds for Cap Soil	\$10,332.55
27 S-3	2 Day Increase in Contract Time	\$0.00
28	Mitigation of Low R-Values Outside ADL Section	\$80,000.00
<b>28 S-1</b>	<b>Additional Funds</b>	<b>\$6,826.46</b>
29	Rebar Couplers for San Timoteo Creek Bridge Closure Pour	\$32,000.00
30	Pedestrian Push Button Assembly	\$5,000.00

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31	Replacement of Liquid Asphalt (Prime Coat) with Slow Setting Asphaltic Emulsion	\$0.00
32	Change from LCB and JPCP to LCB RS and JPCP RS at Ramp Termini	\$35,308.60
33	Replacement of Concrete Curb on Street and Off-Ramp	\$3,684.00
<b>33 S-1</b>	<b>Additional Funds</b>	<b>\$1,651.85</b>
34	Modification of DRB Agreement – Position Paper Due Dates	\$0.00
35	Placement of Class II Aggregate Base on Tippecanoe Off-Ramp	\$38,500.00
35 S-1	Additional Funds	\$16,000.00
35 S-2	Additional Funds	\$10,331.48
<b>35 S-3</b>	<b>Additional Funds</b>	<b>\$3,459.50</b>
37	Additional Material, equipment, labor, TC, etc. Weekend Work	\$12,399.45
37 S-1	Additional Funds	\$735.48
38	Additional Cold Plane AC	\$780.00
39	Contingency Temporary Striping	\$20,638.00
40	Drainage behind RW 220	\$5,000.00
40 S-1	Additional Funds	\$1,000.00
41	Electrical Work Stage 3	\$10,000.00
41 S-1	Specification Changes	\$0.00
41 S-2	Additional Funds	\$3,931.73
42	Removal of Tree Stump	\$2,000.00
43	Addition of One Non-compensable Day	\$0.00
44	Barrier Rail Removal	\$3,635.21
45	Temporary Delineation Maintenance	\$3,500.00
46	Additional Depth of Rock Blanket	\$9,402.94
<b>47</b>	<b>Final Resolution Regarding Project Delays, TRO, LD's</b>	<b>\$208,318.36</b>
<b>TOTAL</b>		<b>\$1,643,446.95</b>
<b>TOTAL CONTINGENCY AND SUPPLEMENTAL</b>		<b>\$1,706,154.20</b>

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<b>Hunts Lane Grade Separation - Executed Change Orders</b>		
Number	Description	Amount
1	Under-sidewalk Drains and Drainage Call-Outs	(\$1,100.00)
2	Install Temporary AC Sidewalk South of the RR tracks	\$6,423.00
3	Maintain Existing Electrical	\$10,000.00
3 S-1	Maintain Existing Electrical	\$20,000.00
4	Manmade Buried Objects	\$80,000.00
4 S-1	Manmade Buried Objects	\$40,000.00
5	Extend Underground Utilities at Oliver Holmes	\$15,446.68
6	Maintain Traffic	\$20,000.00
6 S-1	Maintain Traffic	\$20,000.00
7	Partnering	\$5,000.00
8	DRB	\$10,000.00
9	Trainee	\$5,000.00
10	60" Casing Thickness Increase	\$16,438.80
11	Substitute Cast-in-place with Precast Reinforced Concrete Box (RCB)	\$0.00
12	Retaining Wall No. 7 Alignment	(\$2,535.00)
13	Temporary Business Signage	\$5,000.00
14	Pedestrian Sidewalk	\$10,000.00
15	MSE Wall Design Methodology	\$0.00
16	Additional AT&T Work	\$25,500.00
17	16" Waterline Tie-in	\$12,700.00
18	SCE Utility Work Deduction	(\$59,415.80)
19	Drainage Ditch at Club Center Drive	\$10,975.00
20	AT&T Shift for Jacking Pit	\$20,000.00
21	Combination of Stages	\$0.00
22	Temporary Sewer Tie-in	\$70,000.00
22 S-1	Temporary Sewer Tie-in	\$40,000.00
23	Temporary Water Tie-in	\$37,000.00
23 S-1	Temporary Water Tie-in	\$50,000.00
24	Decatur Irrigation Rebuild	\$15,000.00
25	Striping Changes	\$0.00
26	Move Jacking Pit	\$10,000.00
26 S-1	Move Jacking Pit	\$30,000.00
27	Hunts Ln Drainage Change	\$18,462.00
28	Emergency Access Structure Waterproofing	\$7,000.00
29	CIDH Lap Splicing	\$5,216.10
30	Temporary Traffic Delineation Removal	\$2,365.00
31	Reimburse Pilot Bore	\$27,680.21
34	Additional Sewer Manhole	\$8,900.00
43	Plant Establishment Type Change	\$0.00
45	Additional WD's for Jack & Bore	\$0.00
47	Additional Type CF Service Cabinet	\$3,520.00

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Amounts shown in parentheses represent a credit to the Agency

Attachment: CCO Logs (1383 : Construction Contract Change Orders MVSS1411)

48	Landscaping Reduction	\$6,526.20
49	Closure Panels at MSE Wall and Bridge	\$0.00
50	Shorter Street Light under Edison Lines	\$3,299.25
51	Profile Bridge Deck	\$2,500.00
<b>52</b>	<b>Deletion of Cross Gutter</b>	<b>\$0.00</b>
<b>53</b>	<b>Drain Inlet For Adjacent Properties</b>	<b>\$6,500.00</b>
<b>TOTAL</b>		<b>\$613,401.44</b>
<b>TOTAL CONTINGENCY AND SUPPLEMENTAL</b>		<b>\$1,833,947.00</b>

<b>I-10 Riverside Avenue Landscaping - Executed Change Orders</b>		
Number	Description	Amount
1	Additional Roadway Work and Roadside Signs	\$26,569.83
1 S-1	Drainage for Nuisance Water on W/B Shoulder	\$30,873.47
2	Suspension of Work	\$0.00
3	Existing Irrigation System Deficiencies Corrections	\$5,000.00
4	Saw cut Existing AC Pavement Edge	\$4,541.93
5	Agency Compensation for Costs and Expenses Incurred by AWL Default	(\$102,000.00)
6	Remove SWPPP Reporting and Inspection Requirements	(\$653.20)
7	Remove/Replace Existing MBGR, Saw cut Existing AC Pavement, and Install Vegetation Control	\$34,873.11
8	Re-Stripe Riverside Avenue	\$29,500.33
9	Delete Contract Item No. 52, 75mm Pressure Relief Valve	(\$950.00)
10	Install Rigid PVC Risers	\$4,250.00
11	Dispose of Rock from Irrigation Trenching Operations	\$10,000.00
12	Reconstruction of AC Dike/Shoulder eastbound	\$59,012.59
<b>12 S-1</b>		<b>\$6,105.00</b>
<b>CCO TOTAL</b>		<b>\$107,123.06</b>
<b>TOTAL CONTINGENCY AND SUPPLEMENTAL</b>		<b>\$204,850.00</b>

<b>Laurel Street Grade Separation - Executed Change Orders</b>		
Number	Description	Amount
1	Maintain Roadway and Maintain Traffic	\$ 20,000.00
2	Removal and Disposal of Buried Man Made Object	\$ 10,000.00
3	Revised City of Colton Electrical E-02	\$ 9,476.14
5	RJ&R and TCI Properties	\$ 47,966.00
6	Increase TWC size of vault	\$ 4,515.00

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Amounts shown in parentheses represent a credit to the Agency

7	Compensate Contractor for Payment to AT&T Utility	\$ 109,740.02
8	36" Casing-Waterline	\$ 86,535.00
9	DRB	\$ 22,500.00
10	Different in cost 750mm wire in lieu of 500 mm	\$ 4,000.00
11	Increase depth of Colton Vault	\$ 25,000.00
12	Remove Existing SCRRA Materials	\$ 10,000.00
17	BNSF Shoofly Drainage	\$ 28,228.00
<b>CCO TOTAL</b>		<b>\$ 377,960.16</b>
<b>TOTAL CONTINGENCY AND SUPPLEMENTAL</b>		<b>\$ 2,754,187.72</b>

<b>SR-210 Segment 10 Landscaping - Executed Change Orders</b>		
Number	Description	Amount
1	Revise Irrigation Controller Equipment	\$6,248.25
2	Increase cost for Water Meter	\$14,832.70
3	Shared Water Pollution Control Costs	\$6,000.00
4	Install ICC Enclosure	\$2,500.00
5	Repair Existing Irrigation Facilities	\$3,000.00
6	Repair Slope Damage	\$35,000.00
6 S-1	Repair Slope Damage - Time Adjustment	\$0.00
7	Increase Water Rates	\$2,500.00
7 S-1	Increase Water Rates	\$1,948.78
8	Time Adjustment - Water Meter Repair by WVWD	\$0.00
9	Frost Damage	\$7,500.00
10	Wild Flower Seeding	\$13,107.58
11	Foliage Protector Removal	\$10,000.00
11 S-1	Foliage Protector Removal - additional funds	\$25,000.00
11 S-2	Foliage Protector Removal - additional funds	\$20,000.00
11 S-3	Foliage Protector Removal - additional funds	\$8,834.70
12	Final Item adjustment	\$0.00
13	Detention Basin Clearing	\$3,658.41
<b>TOTAL</b>		<b>\$160,130.42</b>
<b>TOTAL CONTINGENCY AND SUPPLEMENTAL</b>		<b>\$239,090.00</b>

Attachment: CCO Logs (1383 : Construction Contract Change Orders MVSS1411)

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

<b>SR-210 Segment 11 Landscaping - Executed Change Orders</b>		
Number	Description	Amount
2	Install Roadside Signs	\$1,955.96
3	Water Meter Fee Adjustment	\$41,729.38
4	Locate Existing Crossovers	\$30,000.00
5	Install Irrigation Crossovers	\$40,000.00
5 S-1	Install Irrigation Crossovers	\$5,965.81
6	Traffic Control	\$5,000.00
7	Install Wireless Communication	\$7,237.60
8	Repair Slipped Slope	\$64,844.08
<b>8 S-1</b>	<b>Addition of 10 Working Days to Contract Time</b>	<b>\$0.00</b>
9	Remove Man-made Objects	\$10,000.00
10	Wildflower Seed Change	\$0.00
	<b>TOTAL</b>	<b>\$206,732.83</b>
	<b>TOTAL CONTINGENCY AND SUPPLEMENTAL</b>	<b>\$445,031.83</b>

<b>SR-210 Segment 9 &amp; 10 Landscaping EEP - Executed Change Orders</b>		
Number	Description	Amount
1	Irrigation Controller Repair	\$616.43
2	Additional Irrigation Controller Replacement	\$1,019.17
	<b>TOTAL</b>	<b>\$1,635.60</b>
	<b>TOTAL CONTINGENCY AND SUPPLEMENTAL</b>	<b>\$295,226.10</b>

<b>I-215 Seg 1 &amp; 2 Project - Executed Change Orders</b>		
Number	Description	Amount
001	Traffic Control	\$100,000.00
001-S1	Traffic Control – Additional Funds	\$100,000.00
001-S2	Traffic Control – Additional Funds	\$150,000.00
001-S3	Traffic Control – Additional Funds	\$100,000.00
001-S4	Traffic Control – Additional Funds	\$125,000.00
001-S5	Traffic Control – Additional Funds	\$250,000.00
001-S6	Traffic Control – Additional Funds	\$205,000.00
<b>001-S7</b>	<b>Traffic Control – Additional Funds</b>	<b>\$7,610.13</b>
002	Establish a DRB	\$35,000.00
002-S1	Establish a DRB – Additional Funds	\$913.78
002-S2	Establish a DRB – Additional Funds	\$187.50
003	Establish a Partnering Training Workshop	\$50,000.00
004	HMA Price Fluctuation Adjustment of Compensation	\$230,000.00

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004-S1	HMA Price Fluctuation Adjustment of Compensation – Additional Funds	\$100,000.00
004-S2	HMA Price Fluctuation Adjustment of Compensation – Additional Funds	\$300,000.00
004-S3	HMA Price Fluctuation Adjustment of Compensation – Additional Funds	\$210,000.00
004-S4	HMA Price Fluctuation Adjustment of Compensation – Additional Funds	\$50,000.00
005	Maintain Existing Electrical	\$50,000.00
005-S1	Maintain Existing Electrical – Additional Funds	\$50,000.00
005-S2	Maintain Existing Electrical – Additional Funds	\$75,000.00
005-S3	Maintain Existing Electrical – Additional Funds	\$24,000.00
005-S4	Maintain Existing Electrical – Additional Funds	\$95,000.00
005-S5	Maintain Existing Electrical – Additional Funds	\$145,000.00
<b>005-S6</b>	<b>Maintain Existing Electrical – Time Deferment, 4 days</b>	<b>\$0.00</b>
006	Soundwall Block Detail Revision	\$0.00
007	Architectural Treatment Test Panel Size Revision	\$0.00
008	Just-In-Time Training for PCC Pavement and Paving Techniques	\$6,000.00
009	SWPPP Maintenance	\$100,000.00
009-S1	SWPPP Maintenance – Additional Funds	\$950,000.00
009-S2	SWPPP Maintenance – Additional Funds	\$395,000.00
009-S3	SWPPP Maintenance – Additional Funds	\$250,000.00
010	Utility Potholing	\$10,000.00
010-S1	Utility Potholing – Additional Funds	\$10,000.00
010-S2	Utility Potholing – Additional Funds	\$10,000.00
010-S3	Utility Potholing – Additional Funds	\$10,000.00
010-S4	Utility Potholing – Additional Funds	\$20,000.00
011	Buried Man-Made Object	\$20,000.00
011-S1	Buried Man-Made Object – Additional Funds	\$30,000.00
011-S2	Buried Man-Made Object – Additional Funds	\$50,000.00
011-S3	Buried Man-Made Object – Additional Funds	\$50,000.00
011-S4	Buried Man-Made Object – Additional Funds	\$49,000.00
011-S5	Buried Man-Made Object – Additional Funds	\$50,000.00
011-S6	Buried Man-Made Object – Additional Funds	\$95,000.00
<b>011-S7</b>	<b>Buried Man-Made Object – Time Deferment</b>	<b>\$0.00</b>
<b>011-S8</b>	<b>Buried Man-Made Object – Additional Funds</b>	<b>\$2,594.59</b>
012	Provide Access Control Fence	\$50,000.00
014	Optional Steel Pipe Pile Specification	\$0.00
015	Modify 13 <sup>th</sup> Street Off Ramp	\$83,325.00
016	Change to Precast Girders at Redlands Loop	\$0.00
017	Temporary Fiber Optic	\$12,605.00
018	Repair Roadway	\$25,000.00
018-S1	Repair Roadway – Additional Funds	\$25,000.00
018-S2	Repair Roadway – Additional Funds	\$50,000.00

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018-S3	Repair Roadway – Additional Funds	\$50,000.00
018-S4	Repair Roadway – Additional Funds	\$100,000.00
018-S5	Repair Roadway – Additional Funds	\$125,000.00
018-S6	Repair Roadway – Additional Funds	\$100,000.00
018-S7	Repair Roadway – Additional Funds	\$59,608.04
<b>018-S8</b>	<b>Repair Roadway – Additional Funds</b>	<b>\$17,459.60</b>
019	Change Sound Wall Pile Steel to No. 3 Rebar	\$0.00
020	Realign DS #6	\$2,398.00
021	Shear Ring Alternate Welding Method	\$0.00
022	Temporary Chain Link Fence at Verizon Yard	\$9,500.00
023	Revise DS #20	\$9,239.00
024	Change Traffic Opening at 9 <sup>th</sup> Street	\$0.00
025	Revise RW106W & DS #8, 13 & 100	\$15,390.02
026	1200mm Casing for 600mm Jacked Pipe DS #8 & 14	\$0.00
027	Change Traffic Opening at Baseline St OC	\$0.00
028	Rialto Top Deck Reinforcement	\$0.00
029	Tie-In DS #10-0 to Segment 3	\$80,000.00
029-S1	Tie-In DS #10-0 to Segment 3 – Time Deferment Closure	\$0.00
029-S2	Tie-In DS #10-0 to Segment 3 – Additional Funds	\$40,000.00
030	Modify Overhead Sign ‘H’ Values	\$13,258.64
<b>030-S1</b>	<b>Sign B New Foundation</b>	<b>\$51,297.29</b>
031	Change Bearing Pad Thickness at 5 <sup>th</sup> / 215 SB On Ramp	\$0.00
032	ROW Delay DS #100 2 <sup>nd</sup> Street	\$10,000.00
033	Modify DS #101 and 102 W of 9 <sup>th</sup> Seg. 2	\$63,758.60
033-S1	Modify DS #101 and 102 W of 9 <sup>th</sup> Seg. 2 – Additional Funds	\$35,000.00
033-S2	Modify DS #101 and 102 W of 9 <sup>th</sup> Seg. 2 – Additional Funds	\$52,501.94
033-S3	Modify DS #101 and 102 W of 9 <sup>th</sup> Seg. 2 – Additional Funds	\$25,000.00
033-S4	Modify DS #101 and 102 W of 9 <sup>th</sup> Seg. 2 – Additional Funds	\$30,000.00
034	Modify DS #19 Seg. 2	\$60,000.00
034-S1	Modify DS #17 & #19 Seg. 2	\$51,453.50
034-S2	Modify DS #17 & #19 Seg. 2 – Additional Funds	\$95,000.00
034-S3	Modify DS-17 & DS-18, Seg. 2, Add’l Funds	\$16,007.92
<b>034-S4</b>	<b>Modify DS-17 and DS-19 – Time Deferment</b>	<b>\$0.00</b>
035	Change Incandescent ‘Meter On’ Signs	\$2,547.55
036	Strengthen Outside Shoulder	\$29,789.00
037	Protect Arco Station Sign and Greenbelt	\$10,000.00
039	Credit for Traffic Screen	(\$35,715.00)
040	Inlet guards	\$12,455.00
041	Relocate Fiber Optic Conduit at Redlands Loop	\$0.00

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042	SB I-215 Detour North of 16 <sup>th</sup> Street	\$152,770.00
042-S1	SB I-215 Detour North of 16 <sup>th</sup> Street – Additional Funds	\$50,000.00
042-S2	SB I-215 Detour North of 16 <sup>th</sup> Street – Additional Funds	\$27,000.00
<b>042-S3</b>	<b>SB I-215 Detour North of 16<sup>th</sup> Street – Time Deferment</b>	<b>\$0.00</b>
043	Revise Retaining Wall 242B, Add 242C	\$112,324.75
044	Third Street Train Mural	\$4,925.49
045	Right of Way Delay for DS #100 at 3 <sup>rd</sup> St Power Pole	\$4,182.99
047	Baseline Abutment 1 Right of Way Delays Due to BNSF Cables	\$55,000.00
047-S1	Baseline Mitigation of Critical Path Delay	\$60,000.00
048	Revise Structural Section 8 & 13	\$19,470.00
049	Frame Roadside Signs	\$3,066.90
<b>049-S1</b>	<b>Additional Framed Signs</b>	<b>\$1,482.69</b>
050	Change the Sta. for Abut. 1 & 7 16 <sup>th</sup> St	\$0.00
051	TCE at ARCO Station at Baseline & H St	\$0.00
052	Changes to Special Provisions for CIDH Payment Clause	\$0.00
053	Service Conduits for SCE Service Connections	\$23,218.32
054	Revise Vertical Drop Connection	\$0.00
055	Clean Out Storm Drain at 9 <sup>th</sup> Street	\$4,200.00
056	Revise DS #4, 6 & 84	\$5,841.20
057	Graffiti Removal	\$20,000.00
057-S1	Graffiti Removal – Additional Funds	\$50,000.00
057-S2	Graffiti Removal – Additional Funds	\$25,000.00
057-S3	Graffiti Removal – Additional Funds	\$75,000.00
058	Salvage Vehicle Detection System	\$15,000.00
059	Reduce ADL Quantity Bid Item 70 & 71	\$0.00
060	3 <sup>rd</sup> Street Bridge Temp Retaining Wall Structure Backfill	\$25,000.00
061	Additional Drainage Inlet at 3 <sup>rd</sup> Street	\$8,500.00
062	New SWPP Permit Requirements	\$160,665.00
062-S1	New NPDES Permit – Order No. 2009-0009-DWG	\$574,911.32
062-S2	New NPDES Permit – Order No. 2009-0009-DWG	\$55,024.95
062-S3	New NPDES Permit – order No. 2009-0009-DWQ, Add'l Funds	\$113,909.31
062-S4	New NPDES Permit – order No. 2009-0009-DWQ, Add'l Funds	\$332,960.00
063	Additional Bracing for Falsework Bent 2-5 at Baseline St OC/OH	\$15,000.00
064	Right of Way Obligations	\$25,000.00
064-S1	Right of Way Obligations – Additional Funds	\$25,000.00
064-S2	Right of Way Obligations – Additional Funds	\$49,000.00

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064-S3	Right of Way Obligations – Additional Funds	\$86,000.00
064-S4	Right of Way Obligations – Additional Funds	\$150,000.00
064-S5	Right of Way Obligations – Additional Funds	\$150,000.00
<b>064-S6</b>	<b>Right of Way Obligations – Additional Funds</b>	<b>\$90,000.00</b>
065	Remove Existing Storm Drain 62A	\$6,500.00
066	Repair Deck Opening and Joint on Redlands Loop and Rialto Bridges	\$90,105.80
067	5 <sup>th</sup> Street SB Off Ramp Acceleration	\$50,000.00
068	Modify Drainage Systems	\$100,000.00
068-S1	Modify Drainage Systems – Additional Funds	\$90,000.00
068-S2	Modify Drainage Systems – Additional Funds	\$85,000.00
068-S3	Modify Drainage Systems – Additional Funds	\$250,000.00
068-S4	Modify Drainage Systems – Additional Funds	\$120,000.00
068-S5	Modify Drainage Systems – Additional Funds	\$60,000.00
068-S6	Modify Drainage Systems – Additional Funds	\$75,000.00
<b>068-S7</b>	<b>Modify Drainage Systems – Time Deferment</b>	<b>\$0.00</b>
069	Stage Construction 4 <sup>th</sup> Through 6 <sup>th</sup>	\$95,000.00
069-S1	Stage Construction 4 <sup>th</sup> Through 6 <sup>th</sup> – Additional Funds	\$50,000.00
069-S2	Stage Construction 4 <sup>th</sup> Through 6 <sup>th</sup> – Additional Funds	\$40,625.22
<b>069-S3</b>	<b>Stage Construction 4<sup>th</sup> Through 6<sup>th</sup> – Time Deferment</b>	<b>\$0.00</b>
070	Temporary Paving Under 259	\$145,927.00
071	Repair Fiber Optic Cable at 3 <sup>rd</sup> Street	\$22,000.00
072	Move Gore North for 215/259	\$40,000.00
073	Alignment and Temporary Paving Change Sta. 118 to Sta. 121 Median	\$0.00
074	Move SCE Connection at 5 <sup>th</sup> Street	\$30,394.56
075	Modify DS #115 at 16t Street and H Street	\$11,530.90
076	Delete Shiner on Retaining Walls, Seg. 1	\$0.00
077	Modify Drainage Systems G1 to G2 Types	\$38,334.30
078	Settlement of NOPC No. 1 – Pump House at 6 <sup>th</sup> Street	\$18,890.32
079	Revised Staging NB 2 <sup>nd</sup> Street Off Ramp – 2 <sup>nd</sup> Lane Addition	\$25,000.00
079-S1	Revised Staging NB 2nd St Off Ramp	\$3,059.13
080	Delete Electrical & Cable Conduit Blockout & Casings at 9 <sup>th</sup> St Bridge	\$2,000.00
081	Increase Quantities for Bid Item #202 – Welded Steel Pipe Casing (Bridge)	\$39,480.00
083	Revised SCE Connection Points	\$5,358.47
083-S1	Revised SCE Connection Points – Addition of Trenton Street	\$10,646.65
084	Restage North End of Project & Temporary SB 3 <sup>rd</sup> Street Off Ramp	\$1,630,850.00

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084-S1	Restage North End of Project & Temporary SB 3 <sup>rd</sup> Street Off Ramp – Additional Funds	\$75,000.00
084-S2	Additional Funds for the BAS Rental Property	\$1,343.54
085	Revise DS #38 Callouts	\$0.00
086	Chain Link Railing Fabric Color Change	\$64,003.59
087	Sidewalk Joint Armor at 9 <sup>th</sup> Street and Baseline Street OC/OH	\$25,000.00
088	Remove Contaminated Material at RW136	\$50,000.00
089	CIDH Pile Changes S259/S215 Connector	\$75,212.00
090	Electrical Changes 2 <sup>nd</sup> & I Street and 9 <sup>th</sup> & H Street	\$9,499.90
091	SB Transition Segment 5 into Segment 2	\$75,000.00
091-S1	SB Transition Segment 5 into Segment 2 – Additional Funds	\$60,000.00
092	Premium Time for Baseline and H Street Intersection	\$25,000.00
093	Relocate Signal at SE Corner of 2 <sup>nd</sup> St and SB On Ramp	\$18,350.00
094	Settlement of NOPC No. 3 – Temporary Power Poles (2 <sup>nd</sup> & 3 <sup>rd</sup> St)	\$34,345.28
095	Revised Deck Contours for 5 <sup>th</sup> St to S215 On Ramp	\$0.00
096	NB Transition Segment 2 into Segment 5	\$80,145.00
097	Modify Bioswale No. 3, Seg. 2	\$14,732.00
098	Eliminate BI# 184 Prepare and Paint Concrete Median Barrier Surfaces	(\$65,590.00)
099	DS #100 Verizon Utility Conflict	\$24,000.00
099-S1	DS #100 Verizon Utility Conflict – Additional Funds	\$86,394.57
100	Expansion Deflection Couplers at Baseline	\$2,415.35
101	Remove PCCP at South End of Project	\$85,000.00
102	Eliminate Bid Item No. 143 – Anti-Graffiti Coating	(\$262,800.00)
103	Traffic Signal Modification at 5 <sup>th</sup> St Ramps	\$9,375.31
104	Add CTPB Under Approach Slab Type R at Redlands Loop Widen and Rialto Ave Widen	\$88,330.56
104-S1	Revised Layout for Type ‘R’ Approach Slab at Redlands Loop	\$0.00
105	Changes to Moment Barrier Slab Wall 117W	\$77,228.78
106	Revised Pile Layout Abut 1 Baseline Stage 2	\$80,476.19
107	Sound Wall No. 1 Extension	\$144,330.00
107-S1	Settlement of NOPC No. 18 – Addition of Sound Wall No. 122	\$50,000.00
108	Underdrain at Wall 116W	\$40,540.00
109	Move SE-22 Crossing North for 5 <sup>th</sup> St SB Off Ramp	\$9,438.14
109-S1	Power for Service SE-19 for Luminaires 32, 34, 35	\$15,346.41
110	Column Casing Specification Changes	\$0.00
111	Contour Grading at 5 <sup>th</sup> St and BNSF Rail Road	\$30,000.00

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Attachment: CCO Logs (1383 : Construction Contract Change Orders MVSS1411)

111-S1	Contour Grading at 5 <sup>th</sup> St and BNSF Rail Road – Additional Funds	\$20,000.00
111-S2	Regrade and Concrete Line Earthen Ditches on the West Side of BNSF ROW	\$40,000.00
<b>111-S3</b>	<b>Regrade and Concrete Line Earthen Ditches on the West Side of BNSF ROW – Time Deferment</b>	<b>\$0.00</b>
112	Install Type ‘D’ Bike Loops	\$16,925.08
113	Transition Barrier Between 5 <sup>th</sup> St & S215/5ht St Off Ramp to Match Existing Bridge	\$10,000.00
113-S1	Retaining Wall 128 Transition Barrier Type 732A	\$10,000.00
114	SB Baseline On and Off Ramp Isolation Casing Revisions	\$18,848.42
115	Alternative Anchorage Bridge Mounted Signs	\$0.00
116	Intentionally Roughening the Bridge Stems	\$0.00
117	Modify the 732 Concrete Barriers at DS #8 & 11 Inlets	\$5,000.00
117-S1	Modify the 732 Concrete Barriers at DS #8 & 11 Inlets – Additional Funds	\$5,000.00
117-S2	Modify the 732 Concrete Barriers at DS #8 & 11 Inlets – Additional Funds	\$10,000.00
118	Soffit Lighting Layout Changes at 2 <sup>nd</sup> & 3 <sup>rd</sup> St Bridges	\$7,916.33
119	Change to Deck Drain Layout at 5 <sup>th</sup> St to S215 On Ramp	\$15,000.00
120	Modify and Upgrade Communications System	\$64,836.00
121	Pull Box Anti-Theft Installation	\$40,000.00
121-S1	Pull Box Anti-Theft Installation – Additional Funds for Caltrans Pull Boxes	\$95,000.00
121-S2	Utility Markers and Installation For Caltrans Pull Boxes – Additional Funds	\$10,000.00
121-S3	Utility Markers and Installation For Caltrans Pull Boxes – Additional Funds	\$50,000.00
121-S4	Utility Markers and Installation For Caltrans Pull Boxes – Additional Funds	\$100,000.00
<b>121-S5</b>	<b>Utility Markers and Installation For Caltrans Pull Boxes – Additional Funds</b>	<b>\$22,324.69</b>
122	Settlement of NOPC No. 8 – Storm Damage Repair	\$120,000.00
123	Relocate SE-09, Add PPB, Revise Highland Ramp Lighting Connection	\$27,863.48
124	Temporary Paving for NB 2 <sup>nd</sup> St Off Ramp	\$30,000.00
124-S1	Temporary Paving for NB 2 <sup>nd</sup> St Off Ramp – Additional Funds	\$15,000.00
125	Clearing & Grubbing Not Shown on Plans	\$40,000.00
126	Baseline Street Lighting	\$766.32
127	Replace Damaged Existing PCCP Slabs	\$80,000.00
127-S1	Replace Damaged Existing PCCP Slabs – Additional Funds	\$40,000.00

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<b>127-S2</b>	<b>Replace Damaged Existing PCCP Slabs – Time Deferred</b>	<b>\$0.00</b>
128	Drainage at Retaining Wall 242A	\$69,122.75
128-S1	Drainage at Retaining Wall 242A	\$16,129.25
129	Polyester Concrete Overlay at Rialto Ave Bridge	\$194,000.45
129-S1	Polyester Concrete Overlay at Rialto Ave Bridge, Add'l Funds	\$63,250.00
<b>129-S2</b>	<b>Polyester Concrete Overlay at Rialto Ave Bridge – Time Deferment</b>	<b>\$0.00</b>
130	Slope Paving at 16 <sup>th</sup> Street	\$17,118.80
<b>130-S1</b>	<b>Settlement of NOPC No. 29 – Barrier at Trenton</b>	<b>\$9,000.00</b>
131	Settlement of NOPC No. 7 – Settlement Embankment	PENDING
132	Settlement of NOPC No. 9 – Importing of K-Rail Compensation Denied	\$24,000.00
133	Settlement of NOPC No. 14 – Rejection of Additional Costs Due to Redesign of RW242B	\$125,000.00
134	Stage 2B Phase 2 Northbound Transition	\$106,387.57
134-S1	Stage 2B Phase 2 Northbound Transition – Additional Funds	\$18,968.36
135	City Work at Baseline Street	\$25,000.00
136	Adjustment of Temporary Construction Entrances	\$106,000.00
136-S1	Adjustment of Temporary Construction Entrances – Additional Funds	\$77,000.00
136-S2	Adjustment of Temporary Construction Entrances – Additional Funds	\$42,000.00
137	Ramp Metering System Loop Detection Changes	\$19,325.87
138	Pillow Wall Removal at Baseline	\$18,180.00
139	Drainage Changes at DS #72, Add DS #151 at SR259, Seg. 2	\$44,353.00
140	Concrete Rubble at RW137 – Settlement of NOPC No. 13	\$31,921.00
141	Temporary Bracing for 3 <sup>rd</sup> Street OC	\$10,000.00
142	Sound Wall No. 126C Barrier Texture	\$4,492.00
142-S1	Add Texture to Concrete Barrier Type 736S at SW126A	\$11,823.00
143	Temporary Concrete Barrier at 2 <sup>nd</sup> Street	\$68,000.00
144	Settlement of NOPC No. 16 – P30 End Anchors and Transition Slabs	\$65,247.50
145	Sound Wall No. 126C Alignment Change	\$20,000.00
146	Settlement of NOPC No. 10 – Baseline Street	\$137,000.00
147	Removal of Underground Storage Tank at RW109E	\$30,000.00
148	Northbound Transition Stage 3B on 'P' Line	\$89,013.99
148-S1	Northbound Transition Stage 3B on 'P' Line, Adjustment of Compensation	\$2,192.49
149	BI# 16 Construction Area Signs	(\$33,120.00)
150	Roadside Signs	\$74,290.00

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<b>150-S1</b>	<b>Roadside Signs – Time Deferred</b>	<b>\$0.00</b>
151	Temporary Sign Panel Overlay NB BMS 9 <sup>th</sup> & Baseline	\$13,200.00
152	Removal of Asbestos Pipe – Baseline St to SB215 On Ramp	\$15,000.00
153	Revisions to Bridge Mounted Signs at 9 <sup>th</sup> & Baseline St	\$228,957.75
154	Revisions to ‘SFR’ and 3 <sup>rd</sup> Street	\$24,330.00
154-S1	Modify Signalization of ‘SFR’ and 3 <sup>rd</sup> Street	\$5,291.84
155	Replace ‘REACT’ Crash Cushion with Concrete Barrier at ‘5SE’	\$172,473.82
156	Install Chain Link Fence on Sound Wall at 9 <sup>th</sup> Street	\$9,250.00
157	16 <sup>th</sup> Street Bent Cap Reinforcement PT Conflict	\$21,066.00
157-S1	16 <sup>th</sup> Street Bent Cap Steel, Bents 2, 3, 4 & 5	\$30,000.00
158	Drainage Modifications at ‘5SE’ Line	\$99,000.00
158-S1	“5SE” Gore Modification	\$20,000.00
158-S2	“5SE” Gore Modification, Add'l Funds	\$30,000.00
<b>158-S3</b>	<b>“5SE” Gore Modification – Time Deferment</b>	<b>\$0.00</b>
159	Modify DS #8(qq) Inlet	\$5,461.40
160	Modify Barrier at Retaining Wall 108E	\$20,000.00
161	Irrigation Crossover at NB Highland Ave Off Ramp	\$24,000.00
<b>161-S1</b>	<b>Irrigation Crossover at NB Highland Ave Off Ramp – Additional Funds</b>	<b>\$174.27</b>
162	Eliminate Jacking for 2 <sup>nd</sup> St UC & 3 <sup>rd</sup> St UC for Stage 3B	(\$10,000.00)
163	City Water Meter Change and Adjustment of Compensation	(\$145,985.05)
163-S1	Cost Adjustment to 40mm Water Meters	\$7,890.00
<b>163-S2</b>	<b>Delete Two Water Meters and BPA</b>	<b>(\$23,072.29)</b>
164	Modify DS #71(a)	\$2,775.15
165	Modify DS #103	\$13,203.00
166	Settlement of NOPC NO. 17 – Overhead Power Lines	\$63,000.00
167	Settlement of NOPC No. 21 – Pinning of K-Rails	\$30,000.00
168	Inefficiencies Due to OH Power Lines at SB Baseline On Ramp	\$10,000.00
169	Delete Bid Item 183 – Clean and Paint Structural Steel	(\$12,000.00)
170	Export Soil with Rubble to 13 <sup>th</sup> St & H Street Site	\$45,000.00
170-S1	Export Soil from Old 13th St Ramp Off Site	\$60,000.00
171	Revise 3 <sup>rd</sup> St Abutment 2 Footing	\$10,118.00
171-S1	Revise 3rd St Abut. 2 Footing, Time Deferment Closure	\$0.00
172	Settlement of NOPC No. 23 – Differing Site Conditions at Redlands Loop	\$15,531.00

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173	Additional Soffit Lighting at 2 <sup>nd</sup> Street Bridge	\$11,519.59
<b>173-S1</b>	<b>Additional Soffit Lighting at 2<sup>nd</sup> Street Bridge – Time Deferment</b>	<b>\$0.00</b>
174	Settlement of NOPC No. 22 – Temporary Lighting	\$20,000.00
175	Hubbard State ROW Adjustment	\$10,008.00
175-S1	Concrete Barrier Right of ‘P’ Line	\$75,000.00
175-S2	Time Deferment, 3 days	\$0.00
<b>175-S3</b>	<b>Hubbard State ROW Adjustment – Time Deferment</b>	<b>\$0.00</b>
<b>175-S4</b>	<b>Concrete Barrier Right of ‘P’ Line, Additional Funds</b>	<b>\$2,219.07</b>
176	Delete Type 60G Barrier in Seg. 1	(\$7,000.00)
<b>176-S1</b>	<b>Delete Type 60G Barrier in Seg. 1 – Time Deferment</b>	<b>\$0.00</b>
177	Paint Sound Wall Cover Plates After Galvanizing	\$2,672.13
177-S1	Paint Sound Wall Cover Plates After Galvanizing, Time Deferment	\$0.00
178	Railing at ‘P’ Line and ‘R’ Line	\$35,660.00
178-S1	Railing at ‘P’ Line and ‘R’ Line, Add’l Funds	\$3,483.84
<b>178-S2</b>	<b>Railing at ‘P’ Line and ‘R’ Line – Time Deferment</b>	<b>\$0.00</b>
179	Strengthen Concrete Barrier Rail on ‘3NO’ Line	\$18,698.00
179-S1	Strengthen Concrete Barrier Rail on ‘3NO’ Line, Time Deferment	\$0.00
180	Drainage Improvements at 3 <sup>rd</sup> St and ‘3SE’ Line	\$15,000.00
180-S1	Drainage Improvements at 3 <sup>rd</sup> St and ‘3SE’ Line, Add’l Funds	\$10,000.00
<b>180-S2</b>	<b>Drainage Improvements at 3<sup>rd</sup> St and ‘3SE’ Line – Time Deferment</b>	<b>\$0.00</b>
181	New Sign Panels on Existing Sign Structures at 5 <sup>th</sup> St OC	\$15,000.00
<b>181-S1</b>	<b>New Sign Panels on Existing Sign Structures at 5<sup>th</sup> St OC – Time Deferment</b>	<b>\$0.00</b>
182	Additional 60E Median Concrete Barrier	\$11,808.00
182-S1	Additional 60E median Concrete Barrier, Time Deferment	\$0.00
183	Location Change for Sign ‘H’ Seg. 1	\$0.00
184	Sound Wall 134 Alignment Change	(\$16,635.60)
185	Settlement of NOPC No. 12 Track Monitoring at RW137	\$91,041.00
186	Payment for Barrier Mounted Signs	\$149,903.59
<b>186-S1</b>	<b>Payment for Barrier Mounted Signs – Time Deferment</b>	<b>\$0.00</b>
187	Adjust Overhead Sign ‘Q’ at Baseline	\$45,000.00
<b>187-S1</b>	<b>Adjust Overhead Sign ‘Q’ at Baseline – Time Deferment</b>	<b>\$0.00</b>
188	Block Out Around MBGR Posts per New Standard	\$30,000.00

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188-S1	Blockout Around MBGR Posts Per New Standard, Add'l Funds	\$70,000.00
<b>188-S2</b>	<b>Block Out Around MBGR Posts per New Standard – Time Deferment</b>	<b>\$0.00</b>
189	SR259 Median Removal and Tie-In	\$45,000.00
189-S1	SR259 Median Removal and Tie-in, Add'l Funds	\$14,333.28
<b>189-S2</b>	<b>SR259 Median Removal and Tie-In – Time Deferment</b>	<b>\$0.00</b>
<b>190</b>	<b>Decrease Bid Item No. 110 - Grind Existing Concrete Pavement</b>	<b>(\$78,867.60)</b>
191	Seal Joints in Existing Concrete Pavement	\$30,000.00
<b>191-S1</b>	<b>Seal Joints in Existing Concrete Pavement – Time Deferment</b>	<b>\$0.00</b>
192	Additional Drainage Swale Along BNSF Right of Way	\$113,234.71
<b>192-S1</b>	<b>Additional Drainage Swale Along BNSF Right of Way – Time Deferment</b>	<b>\$0.00</b>
193	Payment for Fence, Barrier Surface, Sound Wall Mounted Signs	\$34,339.00
193-S1	Payment for Laminated Box Beam Sign 2-20-5 & 6	\$28,489.18
<b>193-S2</b>	<b>Payment for Laminated Box Beam Sign 2-20-5 &amp; 6 – Time Deferment</b>	<b>\$0.00</b>
194	Modifications to Existing Electrical Systems due to Contract Work	<b>PENDING</b>
195	Add Drainage Inlet Type G-2 at Sta. 133+45	\$15,000.00
<b>195-S1</b>	<b>Add Drainage Inlet Type G-2 at Sta. 133+45 – Time Deferment</b>	<b>\$0.00</b>
196	Spandrel, Curb & Gutter N. Side of 9th & J Street	\$15,000.00
<b>196-S1</b>	<b>Spandrel, Curb &amp; Gutter N. Side of 9th &amp; J Street – Time Deferment</b>	<b>\$0.00</b>
<b>196-S2</b>	<b>Spandrel, Curb &amp; Gutter N. Side of 9th &amp; J Street, Additional Funds</b>	<b>\$6,158.27</b>
197	ADA Requirements for Curb Ramps	\$30,000.00
<b>197-S1</b>	<b>ADA Requirements for Curb Ramps – Time Deferment</b>	<b>\$0.00</b>
<b>198</b>	<b>Delete Slope Paving at 16th St Bridge, Abut 7</b>	<b>(\$26,152.50)</b>
<b>199</b>	<b>SR-259 Cross Sections</b>	<b>\$75,000.00</b>
<b>199-S1</b>	<b>SR-259 Cross Sections – Time Deferment, 114 Days</b>	<b>\$0.00</b>
<b>200</b>	<b>Adjust Bid Item No. 49 – Adj. Water Valves to Grade</b>	<b>(\$3,850.11)</b>
<b>201</b>	<b>Adjust Final Pay Items Nos. 137 &amp; 216</b>	<b>\$20,506.90</b>
202	Adjust Bid item No. 53 – Remove Concrete Barrier (Type K)	\$267.75
203	Adjust Bid item No. 9 – Temporary Concrete Washout	\$12,812.50
204	Adjust Bid Item No. 50 – Adjust Sewer Manhole	\$3,205.03

**Bolded** Construction Change Orders approved since the last reporting to the Metro Valley Study Sessions Committee

Amounts shown in parentheses represent a credit to the Agency

205	Adjust Bid Item No. 246 – Concrete Barrier (Type 60E)	\$32,011.20
206	HMA QC/QA Incentive Adjustment	\$135,114.79
<b>207</b>	<b>Increase Bid Item No. 8 – Temporary Gravel Bag Berm</b>	<b>\$34,065.60</b>
208	Adjust Bid Item No. 46 – Remove Base & Surfacing	(\$85,031.34)
209	Increase Bid Item No. 2 – Temporary Fence	\$8,403.75
210	Increase Bid Item No. 27 – Remove Chain Link Fence	\$33,914.64
211	Decrease Bid Item Nos. 28, 191, and 252(F)	(\$9,097.00)
212	Mulch Remedy	\$10,000.00
212-S1	Mulch Remedy – Time Deferment, 4 Days	\$0.00
213	Increase Bid Item No. 254 and 255	\$119,505.75
214	Increase Bid Item No. 236; Decrease Bid Item No. 237	\$10,400.00
215	Adjust Bid Item No. 99 – Aggregate Base (Approach Slab)	\$4,701.38
216	Adjust Bid Item No. 109 – Seal Longitudinal Isolation Joint	(\$48.91)
217	Adjust Bid Item No. 19 – Type III Barricade	(\$466.40)
218	Adjust Bid Item No. 182 – Install Sign (Strap and Saddle Bracket Meth.)	(\$80,296.64)
219	Adjust Bid Item No. 52 – Remove Concrete (Sidewalk and Cross Gutter)	\$19,220.68
<b>TOTAL</b>		<b>\$16,989,549.76</b>
<b>TOTAL CONTINGENCY AND SUPPLEMENTAL</b>		<b>\$18,871,980.00</b>

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

- San Bernardino County Transportation Commission •San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency •Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 3

**Date:** *November 13, 2014*

**Subject:**

2015 Board of Directors Metro Valley Study Session Meeting Schedule

**Recommendation:**

Approve the 2015 Board of Directors Metro Valley Study Session Meeting Schedule.

**Background:**

The SANBAG Board of Directors Metro Valley Study Session regular meeting schedule is on the second Thursday of the month following the SANBAG Board meeting, beginning at 9:00 a.m., in the 1<sup>st</sup> Floor Lobby at the Santa Fe Depot. However, the 2015 schedule requests the Study Session adopt a meeting start time of 10:00 a.m. Although a monthly schedule is adopted, it is acknowledged that when there are not sufficient business items to require a meeting, the meeting will be cancelled. A quorum of the Board at the Study Session is the same as the quorum of the SANBAG Board of Directors. If less than a quorum is in attendance, the Board members in attendance may consider, discuss, and make recommendations to the Board regarding items on the Study Session agenda for Board action at its regular meetings. Meeting dates and time may be modified upon the request of the Study Session Chair due to an anticipated low attendance at a meeting. SANBAG staff, however, has been directed to make every effort to minimize deviation from the regular schedule to insure the continuity of meetings and participation.

A proposed 2015 meeting schedule is identified below for approval. Board members and staff are urged to calendar these meetings for the coming year. Advance confirmation of meetings or cancellation notices are part of SANBAG's standard procedure for meeting preparation. The proposed 2015 meeting schedule does conform to the second Thursday of the month following the SANBAG Board of Directors meeting.

The proposed 2015 meeting dates are as follows:

**Metro Valley Study Session**

January 15, 2015*	May 14, 2015	September 10, 2015
February 12, 2015	June 11, 2015	October 15, 2015*
March 12, 2015	<b>July 9, 2015 (DARK)</b>	November 12, 2015
April 9, 2015	August 13, 2015	December 10, 2015

*\*This date falls on the 3<sup>rd</sup> Thursday of the month*

*Entity: CMA, COG, CTA, CTC, SAFE*

Board of Directors Metro Valley Study Session Agenda Item

November 13, 2014

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***Financial Impact:***

Approval of the regular meeting schedule has no impact upon the SANBAG budget. Activities to support the Metro Valley Study Session meetings are in the approved SANBAG budget under Task No. 0815, Measure I Program Management and Project Development.

***Reviewed By:***

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

***Responsible Staff:***

Garry Cohoe, Director of Project Delivery

# SANBAG 2015 Master Calendar

~ January 2015 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1 SCAG Regional Council (DARK)  New Year's Day HOLIDAY	2	3  Muhammad's Birthday Islamic Holiday
4	5	6	7 Board  Orthodox Christmas HOLIDAY	8	9	10
11	12	13	14 General Policy Committee  League New Mayors & Council Members Academy	15 Metro Valley Study Session  Commuter Rail/Transit Committee  League New Mayors & Council Members Academy	16 Mt/Desert Policy Committee  League New Mayors & Council Members Academy	17
18	19 Martin Luther King Day HOLIDAY	20	21	22	23	24
25	26	27	28	29	30	31

Attachment: 2015 SANBAG Master Meeting Calendar (1375 : 2015 MVSS Master Calendar Item)

# SANBAG 2015 Master Calendar

~ February 2015 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4 Board	5 SCAG Regional Council	6	7
8	9	10	11 General Policy Committee	12 Metro Valley Study Session  Commuter Rail/Transit Committee	13	14
15	16  President's Day HOLIDAY	17	18	19	20 Mt/Desert Policy Committee	21  NACo Legislative Conference
22  NACo Legislative Conference	23  NACo Legislative Conference	24  NACo Legislative Conference	25  NACo Legislative Conference	26	27	28

Attachment: 2015 SANBAG Master Meeting Calendar (1375 : 2015 MVSS Master Calendar Item)

# SANBAG 2015 Master Calendar

~ March 2015 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4 Board	5 SCAG Regional Council	6	7
8 Daylight Saving Time Begins	9	10	11 General Policy Committee	12 Metro Valley Study Session Commuter Rail/Transit Committee	13	14
15	16	17	18	19	20 Mt/Desert Policy Committee	21 Naw-Ruz Bahai HOLIDAY
22	23	24	25	26	27	28
29	30	31 Cesar Chavez	Notes:			

Attachment: 2015 SANBAG Master Meeting Calendar (1375 : 2015 MVSS Master Calendar Item)

# SANBAG 2015 Master Calendar

~ April 2015 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			<b>1</b> Board	<b>2</b> SCAG Regional Council	<b>3</b>  Good Friday Christian HOLIDAY	<b>4</b>  Passover Jewish HOLIDAY (4/4 – 4/11)
<b>5</b>  Easter Sunday	<b>6</b>	<b>7</b>	<b>8</b> General Policy Committee	<b>9</b> Metro Valley Study Session  Commuter Rail/Transit Committee	<b>10</b>	<b>11</b>  Passover Jewish HOLIDAY (Ends)
<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>17</b> Mt/Desert Policy Committee	<b>18</b>
<b>19</b>	<b>20</b>	<b>21</b>  First Day of Ridvan Baha'i HOLIDAY	<b>22</b>	<b>23</b>	<b>24</b>	<b>25</b>
<b>26</b>	<b>27</b>	<b>28</b>	<b>29</b>  Ninth Day of Ridvan Baha'i HOLIDAY	<b>30</b>	<b>Notes:</b>	

Attachment: 2015 SANBAG Master Meeting Calendar (1375 : 2015 MVSS Master Calendar Item)

# SANBAG 2015 Master Calendar

~ May 2015 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2 Twelfth Day of Ridvan Baha'i HOLIDAY
3	4	5	6 Board	7 2015 SCAG Regional Conf. & General Assembly	8 2015 SCAG Regional Conf. & General Assembly	9
10 Mother's Day	11	12	13 General Policy Committee	14 Metro Valley Study Session  Commuter Rail/Transit Committee	15 Mt/Desert Policy Committee	16
17	18	19	20	21	22	23 Declaration of the Bab Baha'i HOLIDAY
24 Shavout Jewish HOLIDAY	25 Shavout (Cont.) Jewish HOLIDAY Memorial Day HOLIDAY	26	27 CSAC Legislative Conference	28 CSAC Legislative Conference	29 Ascension of Baha'u'llah Baha'i HOLIDAY	30
31	<b>Notes:</b>					

Attachment: 2015 SANBAG Master Meeting Calendar (1375 : 2015 MVSS Master Calendar Item)

# SANBAG 2015 Master Calendar

~ June 2015 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3 Board	4 SCAG Regional Council	5	6
7	8	9	10 General Policy Committee	11 Metro Valley Study Session  Commuter Rail/Transit Committee	12	13
14	15	16	17	18  Beginning of Ramadan Islamic HOLIDAY	19 Mt/Desert Policy Committee  US Conference of Mayors (June 19-22)	20
21  Father's Day	22	23	24	25	26	27
28	29	30	Notes:			

Attachment: 2015 SANBAG Master Meeting Calendar (1375 : 2015 MVSS Master Calendar Item)

# SANBAG 2015 Master Calendar

~ July 2015 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			<b>1</b> Board	<b>2</b> SCAG Regional Council	<b>3</b>  Independence Day Observed HOLIDAY	<b>4</b>  Independence Day HOLIDAY
<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b> General Policy Committee (DARK)	<b>9</b> Metro Valley Study Session (DARK)  Commuter Rail/Transit Committee (DARK)  Martyrdom of the Bab Baha'i HOLIDAY	<b>10</b>  NACo Annual Meeting	<b>11</b>  NACo Annual Meeting
<b>12</b>  NACo Annual Meeting	<b>13</b>  NACo Annual Meeting  Lailatul-Quadr Islamic HOLIDAY	<b>14</b>	<b>15</b>	<b>16</b>  End of Ramadan Islamic HOLIDAY	<b>17</b> Mt/Desert Policy Committee (DARK)	<b>18</b>
<b>19</b>	<b>20</b>	<b>21</b>	<b>22</b>	<b>23</b>	<b>24</b>	<b>25</b>
<b>26</b>	<b>27</b>	<b>28</b>	<b>29</b>	<b>30</b>	<b>31</b>	<b>Notes:</b>

Attachment: 2015 SANBAG Master Meeting Calendar (1375 : 2015 MVSS Master Calendar Item)

# SANBAG 2015 Master Calendar

~ August 2015 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5 Board (DARK)	6 SCAG Regional Council (DARK)	7	8
9	10	11	12 General Policy Committee	13 Metro Valley Study Session  Commuter Rail/Transit Committee	14	15
16	17	18	19	20	21 Mt/Desert Policy Committee	22
23	24	25	26	27	28	29
30	31	Notes:				

Attachment: 2015 SANBAG Master Meeting Calendar (1375 : 2015 MVSS Master Calendar Item)

# SANBAG 2015 Master Calendar

~ September 2015 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2 Board	3 SCAG Regional Council	4	5
6	7 Labor Day HOLIDAY	8	9 General Policy Committee	10 Metro Valley Study Session  Commuter Rail/Transit Committee	11	12
13  Rosh Hashanah Jewish HOLIDAY	14  Rosh Hashanah Jewish HOLIDAY	15  Rosh Hashanah Jewish HOLIDAY	16	17	18 Mt/Desert Policy Committee	19
20	21	22	23  Eid al-Adha Islamic HOLIDAY Yom Kippur Jewish HOLIDAY	24	25	26
27	28  Sukkot Jewish HOLIDAY (9/28-10/4)	29	30  League of CA Cities Annual Conference	Notes:		

Attachment: 2015 SANBAG Master Meeting Calendar (1375 : 2015 MVSS Master Calendar Item)

# SANBAG 2015 Master Calendar

~ October 2015 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1 League of CA Cities Annual Conference	2 League of CA Cities Annual Conference	3
4 APTA Annual Meeting	5 APTA Annual Meeting Shmini Atzeret Jewish HOLIDAY	6 APTA Annual Meeting Simchat Torah Jewish HOLIDAY	7 Board APTA Annual Meeting	8 SCAG Regional Council	9	10
11	12 Columbus Day HOLIDAY	13	14 General Policy Committee	15 Metro Valley Study Session Commuter Rail/Transit Committee	16 Mt/Desert Policy Committee	17
18	19	20 Birth of the Bab Baha'i HOLIDAY	21	22	23	24
25	26	27	28	29	30	31

Attachment: 2015 SANBAG Master Meeting Calendar (1375 : 2015 MVSS Master Calendar Item)

# SANBAG 2015 Master Calendar

~ November 2015 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1 Daylight Saving Time Ends	2	3	4 Board	5 SCAG Regional Council	6	7
8	9	10	11 Veteran's Day HOLIDAY	12 (Date Change)General Policy Committee  Metro Valley Study Session  Commuter Rail/Transit Committee  Birth of the Baha'u'llah Baha'i HOLIDAY	13 Mt/Desert Policy Committee (Date Change)	14
15	16	17	18	19	20	21
22	23	24	25	26 Thanksgiving HOLIDAY Day of the Covenant Baha'i HOLIDAY	27 Thanksgiving Day After HOLIDAY	28 Ascension of Abdul – Baha Baha'i HOLIDAY
29	30	<b>Notes:</b> General Policy Committee meeting date changed to same day as Metro Valley Study Session and Commuter Rail/Transit Committee.				

Attachment: 2015 SANBAG Master Meeting Calendar (1375 : 2015 MVSS Master Calendar Item)

# SANBAG 2015 Master Calendar

~ December 2015 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1 CSAC Annual Meeting	2 Board CSAC Annual Meeting	3 SCAG Regional Council (Economic Summit) CSAC Annual Meeting	4 CSAC Annual Meeting	5
6 Hanukkah (12/6 – 12/14) Jewish HOLIDAY	7	8	9 General Policy Committee	10 Metro Valley Study Session Commuter Rail/Transit Committee	11 Mt/Desert Policy Committee (Date Change)	12
13	14	15	16	17	18	19
20	21	22	23	24 Christmas Eve HOLIDAY	25 Christmas Day HOLIDAY	26 Kwanzaa (12/26 – 1/1/16) Interfaith/African American HOLIDAY
27	28	29	30	31 New Year's Eve HOLIDAY	<b>Notes:</b> Mountain/Desert Committee meeting moved up one week due to the end of month holidays.	

Attachment: 2015 SANBAG Master Meeting Calendar (1375 : 2015 MVSS Master Calendar Item)



## San Bernardino Associated Governments

1170 W. 3rd Street, 2nd Fl, San Bernardino, CA 92410  
 Phone: (909) 884-8276 Fax: (909) 885-4407  
 Web: [www.sanbag.ca.gov](http://www.sanbag.ca.gov)



- 
- San Bernardino County Transportation Commission •San Bernardino County Transportation Authority
  - San Bernardino County Congestion Management Agency •Service Authority for Freeway Emergencies
- 

### *Minute Action*

AGENDA ITEM: 4

***Date:*** November 13, 2014

***Subject:***

Informational Briefing on the Interstate 15/Interstate 215 (I-15/I-215) Devore Interchange Project

***Recommendation:***

Receive a presentation on the current status of the I-15/I-215 Devore Interchange Project.

***Background:***

Work on the I-15/I-215 Devore Interchange project is ongoing. SANBAG is the primary funding partner on the project using Measure I Cajon Pass funds, as well as other Federal, State, and local funds. SANBAG is the lead agency for right of way, utilities, and railroad coordination. The California Department of Transportation (Caltrans) is the lead agency for the design-build work.

This project will add a lane in each direction on I-15 from south of Glen Helen Parkway into the I-15/I-215 interchange, add a truck by-pass lane in each direction, connect Cajon Boulevard through the interchange, and provide other operational improvements including adjacent interchange improvements. This \$325 million project is currently about half way through the design build phase with completion of the project in late 2016. Staff will provide an overview and current status of the project.

***Financial Impact:***

This item is for informational purposes only.

***Reviewed By:***

This item is also scheduled for review by the Mountain/Desert Policy Committee on November 14, 2014.

***Responsible Staff:***

Dennis Saylor, Project Manager

*Entity: CTA*

## *Minute Action*

### AGENDA ITEM: 5

**Date:** *November 13, 2014*

**Subject:**

2014/2015 Fiscal Year Budget Amendment for Task 0886, Colton Quiet Zone

**Recommendation:**

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

Amend the 2014/2015 Fiscal Year Budget to increase the budget for Task 0886, Colton Quiet Zone, by adding \$3,000,000.00 of Measure I Valley Fund – Freeway Projects (4110).

**Background:**

The Colton Quiet Zone Project (Project) would improve two BNSF Railway Company (BNSF) at-grade railroad crossings at Valley Boulevard and Olive Street and construct cul-de-sacs at the E Street and H Street to eliminate the existing railroad at-grade crossings. This will establish a railroad quiet zone within the City of Colton limits. The project is funded through Measure I savings from the Interstate 215 (I-215) Bi-County Project through an approved four-party Funding Agreement, Contract No. C12053, between SANBAG, BNSF, City of Colton, and Union Pacific Railroad (UPRR).

In early 2012, a construction cooperative agreement with the City of Colton (Contract No. C12006) and a three-party construction and maintenance agreement with the City of Colton (City) and BNSF (Contract No. C12007) were executed. Under these agreements, the City agreed to administer the construction phase of the project with funding being provided by SANBAG.

In late 2013, the City awarded a construction contract for the quiet zone improvements. At that time the City and Staff anticipated that construction would be completed within Fiscal Year 2013/2014. As such, staff included anticipated funding needs in the Fiscal Year 2013/2014 budget. Due to numerous issues, however, including BNSF staffing challenges and unavailability of BNSF resources to perform the railroad related improvements, the project was delayed. In mid-2014, construction began on the project and is now scheduled for completion in early 2015. This project delay was not anticipated in the Fiscal Year 2014/2015 budget. As such, Staff is now recommending a budget amendment to increase the Fiscal Year 2014/2015 budget for Task 0886 by adding \$3,000,000.00 of Measure I Valley Fund – Freeway Projects. Staff would like to note that the funding source for Task 0886 will be changed from 1990 Measure I to 2010-2040 Measure I so the remaining 1990 Measure I balance can be preserved for projects that are included in the 1990 Measure I program only. This budget is consistent with SANBAG's funding commitments per agreement C12006 and C12007.

**Entity:** *CTA*

Board of Directors Metro Valley Study Session Agenda Item

November 13, 2014

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***Financial Impact:***

This item proposes to amend the Fiscal Year 2014/2015 budget by increasing task 0886, Colton Quiet Zone, by \$3,000,000 of Measure I Valley Fund - Freeway Projects (4110).

***Reviewed By:***

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

***Responsible Staff:***

Garry Cohoe, Director of Project Delivery

## *Minute Action*

### AGENDA ITEM: 6

**Date:** *November 13, 2014*

**Subject:**

Award a New On-Call Environmental Services Contract

**Recommendation:**

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

Approve the On-Call Environmental Services Contract C14144 with Vandermost Consulting Services, Inc. for a Not-to-Exceed contract value of \$3,000,000 and a five year term.

**Background:**

**This is a new contract.** In June 2014 an On-Call Environmental Services Request for Proposals (RFP) was approved and authorized for release by the SANBAG Board of Directors in support of the Major Projects Program. The RFP was released on July 9, 2014, and was sent electronically to 290 consultants registered on Planet Bids. A pre-proposal meeting was held on August 7, 2014, with ten individuals representing nine firms in attendance. Addendum No. 1 was issued on August 20, 2014, responding to questions and including the pre-proposal sign-in sheet. Addendum No. 2 was issued on August 25, 2014, responding to questions posed by potential proposers. One question that came up during the pre-proposal meeting and was later submitted as a formal question was that of a firm's ability to hold the On-Call Environmental Contract and to compete for other solicitations containing environmental activities. Staff provided an affirmative response detailing that the firm who would hold the On-Call Environmental Services Contract would be precluded from competing for other SANBAG Major Projects contracts with environmental scopes of work. This is due to the fact that the On-Call Environmental firm would provide project management and an independent peer review for the activities and work products to be developed by the project specific consultants.

On August 29, 2014, the proposal deadline, only one proposal was received. Because of the lack of competitors, staff contacted the pre-proposal meeting attendees to inquire about their lack of participation in this solicitation. Representatives from four of the firms stated that they felt that the previous firm was the most likely candidate to win. One representative expressed that team members at his firm did not think they would win due to the competition. Another firm was interested, but none of the prime consultants they teamed with chose to move forward with the process. One firm was teamed with a prime but the prime pulled out without sufficient forewarning such that this firm could not compete as a prime. Another firm decided not to submit a proposal due to the inability to compete on other solicitations containing environmental and design services.

*Entity: CTA*

## Board of Directors Metro Valley Study Session Agenda Item

November 13, 2014

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Although only one proposal was received, project delivery staff distributed the proposal to planning staff and to representatives from Caltrans and the County of San Bernardino for evaluation. One evaluator commented that the consultant has "...a lot of experience in (the) transportation planning process" and is familiar with Vandermost Consulting Services, Inc. (VCS) for "...peer-review and technical support services, they are good with budget constraints and deadlines." Further it was identified by this evaluator that "VCS understands the scope of work and they have identified as their first step 'avoidance' of permitting, if possible. This is wise. Their scope of services and understanding is thorough." Another evaluator noted that "They (VCS) are a knowledgeable and insightful firm with detailed understanding of the environmental process...I've worked with both Julie Vandermost and Peter Carlson. Both have proven to be professional, responsible, and knowledgeable environmental consultants." With regard to the Project Approach/Work Plan this evaluator commented, "Proactive approach to environmental work".

Having Vandermost Consulting Services, Inc. providing on-call environmental resources since January 2009, SANBAG has had effective project delivery as well as other benefits. By accomplishing timely delivery of project milestones, SANBAG saved time and money and successfully received additional funding that would have otherwise not been available. In addition, SANBAG successfully constructed projects in compliance with permits and other regulatory requirements. Under this new contract it is anticipated that the selected consultant will support the Major Projects Program by performing environmental project management, coordination and consultation with various resource agencies and peer reviews of various environmental studies and reports. In addition, specialized services may be assigned relating to biology, archeology, noise, air quality, hazardous material, community impacts, visual impacts, Native American consultation, water quality, paleontology, environmental permits, environmental documents and certifications, and other environmental related products. It is anticipated that projects which would require environmental on-call services would be: State Route 210/Base Line Interchange, Interstate 10 Corridor, Interstate 215 North, Interstate-215 Bi-County, Interstate 215/Barton Road Interchange, Palm Avenue Grade Separation, Interstate 15/Interstate 215 Devore, State Route 210/Pepper Interchange, State Route 210 Lane Addition, State Route 60/Archibald Interchange, State Route 60/Central Interchange, Interstate 10/Pepper Avenue Interchange, Interstate 215/University Interchange, Interstate 10/Mount Vernon Avenue Interchange, U.S. 395 Corridor, Interstate 10/Alabama Interchange, Interstate 10/Monte Vista Avenue Interchange, and I-15 Corridor.

Given that the current SANBAG Major Projects Program continues to be rigorous, it warrants the use of the on-call environmental contract for continued success. Therefore staff is recommending approval of the On-Call Environmental Services Contract C14144 with Vandermost Consulting Services, Inc. for a Not-to-Exceed value of \$3,000,000 and a contract term of five years.

***Financial Impact:***

This item is consistent with the Fiscal Year 2014/2015 budget under the various tasks requiring on-call environmental services.

***Reviewed By:***

Board of Directors Metro Valley Study Session Agenda Item

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

***Responsible Staff:***

Paula Beauchamp, Project Delivery Manager



## CONTRACT SUMMARY SHEET

Contract No. C 14144 Amendment No. 0

By and Between

Vandermost Consulting Services, Inc (VCS) and San Bernardino Co Transportation Authority

Contract Description On-Call Environmental Services

**Board of Director's Meeting Date:** 12/3/14

**Overview of BOD Action:** Approve the On-Call Environmental Services Contract C14144 with Vandermost Consulting Services, Inc. for a Not-to-Exceed contract value of \$3,000,000 and a five year term.

Is this a Sole-Source procurement?  Yes  No

### CONTRACT OVERVIEW

Original Contract Amount	\$	3,000,000.00	Original Contingency Amount	\$	0.00
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	
Current Amendment Amount	\$		Contingency Amendment	\$	
<b>TOTAL CONTRACT VALUE</b>	<b>\$</b>	<b>3,000,000.00</b>	<b>TOTAL CONTINGENCY VALUE</b>	<b>\$</b>	<b>0.00</b>
<b>TOTAL BUDGET AUTHORITY (contract value + contingency)</b>					<b>\$ 3,000,000.00</b>

Contract Start Date 1/1/15	Current Contract Expiration Date 1/31/20	Revised Contract Expiration Date
-------------------------------	---------------------------------------------	----------------------------------

Has the contract term been amended?  No  Yes - please explain.

### FINANCIAL INFORMATION

Budget authority for this contract currently exists in Task No. various Tasks and Funding Sources.

A Budget Amendment is required.

How are we funding current FY?

Federal Funds  State Funds  Local Funds  TDA Funds  Measure I Funds

*Provide Brief Overview of the Overall Funding for the duration of the Contract:*

This will be funded by various local and MSI funds as necessary for various Major Projects.

Payable  Receivable

### CONTRACT MANAGEMENT INFORMATION

**Check all applicable boxes:**

Retention? If yes, indicate % \_\_\_\_\_.

Disadvantaged Business Enterprise (DBE) Goal \_\_\_\_\_ %

Project Manager (Print Name)

Signature

Date

Task Manager (Print Name)

Signature

Date

Dir. of Fund Admin. & Programming (Print Name)

Signature

Date

Contract Administrator (Print Name)

Signature

Date

Chief Financial Officer (Print Name)

Signature

Date

**CONTRACT No. C14144****BY AND BETWEEN****SANBAG****AND****VANDERMOST CONSULTING SERVICES, Inc. (VCS)****FOR****ON-CALL ENVIRONMENTAL SERVICES**

This contract (referred to as “Contract”), is made and entered into by and between the San Bernardino Associated Governments, acting in its capacity as SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, (“SANBAG”), whose address is 1170 W. 3rd Street, 2<sup>nd</sup> Floor, San Bernardino, California 92410-1715; and Vandermost Consulting Services, Inc. (VCS) (“CONSULTANT”) whose address is: 30900 Rancho Viejo Road, Suite 100, San Juan Capistrano, CA 92675. SANBAG and CONSULTANT are each a “Party” and collectively the “Parties”.

**RECITALS:**

**WHEREAS**, SANBAG requires On-Call Environmental Services 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 Article 2 entitled “PROJECT DESCRIPTION/SCOPE OF WORK” and the approved CONSULTANT’s cost proposal dated August 29, 2014. The approved CONSULTANT’s Cost Proposal is attached hereto as Exhibit “B” and incorporated herein by reference. If there is any conflict between the approved Cost Proposal and this Contract, the Contract takes precedence.
- 1.2 Consultant agrees to indemnify and hold harmless SANBAG, its officers, agents and employees from any and all claims, demands, costs, or liability arising from or in connection with the services provided hereunder, except for claims arising out of the active negligence or willful misconduct of SANBAG, its officers, affiliates, employees, consultants, and/or contractors, and then only to the extent that it is adjudicated by a Court of competent jurisdiction that Consultant was negligent, and then only to its proportionate share of the damages arising from the negligent acts of Consultant. Consultant will reimburse SANBAG for all costs reasonably incurred by SANBAG, including reasonable attorney’s fees, incurred by SANBAG that are adjudicated by a court of competent jurisdiction to have been incurred by SANBAG for the specific purpose of defending against claims that are found by the court to have been incurred due to the negligence of 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 SANBAG.
- 1.4 SANBAG may terminate this Contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided, upon 10 days written notice to CONSULTANT. In the event of such termination, SANBAG may proceed with the Work in any manner deemed proper by SANBAG. If SANBAG terminates this Contract with CONSULTANT, SANBAG shall pay CONSULTANT the sum due to CONSULTANT under this Contract prior to termination, unless the cost of completion to SANBAG exceeds the funds remaining in the Contract. In which case the overage shall be deducted from any sum due CONSULTANT under this Contract and the balance, if any, shall be paid to CONSULTANT upon demand.
- 1.5 Without the written consent of SANBAG, this Contract is not assignable by CONSULTANT either in whole or in part.
- 1.6 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.
- 1.7 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.

## **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 jurisdictional regulatory requirements and applicable professional 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 SANBAG, with their satisfaction being based on prevailing applicable professional standards.

## **ARTICLE 3. CONSULTANT’S REPORTS OR MEETINGS**

- 3.1 CONSULTANT shall submit progress reports on each specific project in accordance with the Contract Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for SANBAG to determine if CONSULTANT is performing to expectations or 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 SANBAG, as needed, to discuss progress on the project(s).

## **ARTICLE 4. PERFORMANCE PERIOD**

- 4.1 This Contract shall go into effect on January 1, 2015 contingent upon approval by SANBAG, and CONSULTANT shall commence work after written notification to proceed by SANBAG. The Contract shall end on January 1, 2020 unless extended by written amendment.
- 4.2 CONSULTANT is advised that any recommendation for contract award is not binding on SANBAG until the Contract is fully executed and approved by SANBAG.
- 4.3 The period of performance for each specific project shall be in accordance with the Contract Task Order for that project. If Work on a Task Order is in progress on the expiration of this Contract, the terms of the Contract may be extended by written amendment.
- 4.4 SANBAG at its sole discretion may extend the original term of the Contract for two one year option term(s). The maximum term of this Contract, including all option term(s) if exercised, will not exceed January 1, 2022 (seven years).

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

- 5.1 Specific projects will be assigned to CONSULTANT through issuance of Contract Task Orders.
- 5.2 After a project to be performed under this Contract is identified by SANBAG, SANBAG will prepare a Contract Task Order (CTO), less the cost estimate. A draft CTO will identify the Scope of Work, expected results, project deliverables, period of performance,

- project schedule and will designate a SANBAG's Project Manager. The CTO will be delivered to CONSULTANT for review with a deadline for submittal. CONSULTANT shall return the CTO prior to the deadline established along with a cost estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized CTO shall be signed by both SANBAG and CONSULTANT and charges may be incurred and reimbursed.
- 5.3 CTOs may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's Cost Proposal.
  - 5.4 CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANT's Cost Proposal Exhibit "B". The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Contract.
  - 5.5 In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed CTO.
  - 5.6 Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
  - 5.7 When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from SANBAG's Project Manager before exceeding such estimate.
  - 5.8 Progress payments for CTO will be made monthly in arrears based on Work provided and actual costs incurred.
  - 5.9 CONSULTANT shall not commence performance of Work until this Contract has been approved by SANBAG, and a NTP has been issued by SANBAG's Contract Manager. No payment will be made prior to approval or for any Work performed prior to approval of this Contract.
  - 5.10 A CTO is of no force or effect until returned to SANBAG and signed by an authorized representative of SANBAG. No expenditures are authorized on a project and Work shall not commence until a CTO for that project has been executed by SANBAG.
  - 5.11 CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by SANBAG of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all Work performed under each CTO. Invoices shall be submitted no later than 45 calendar days after the performance of Work for which CONSULTANT is billing, or upon completion of the CTO. Invoices shall detail the Work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved cost proposal and shall reference this Contract number, project title and CTO number. Credits due SANBAG that include any equipment purchased under this Contract, must be reimbursed by CONSULTANT prior to the expiration or termination

of this Contract. Invoices shall be mailed to SANBAG at the following address:

**SANBAG**  
**1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor**  
**San Bernardino, CA 92410-1715**  
**Contract No. C14144**  
**Attention: Accounts Payable**

- 5.12 CONSULTANT shall include a statement and release with each invoice, satisfactory to SANBAG, 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. SANBAG shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such statement and release.
- 5.13 CONSULTANT agrees to promptly pay each subconsultant for the satisfactory completion of all Work performed under this Contract, no later than ten (10) calendar days from the receipt of payment from SANBAG. SANBAG reserves the right to request documentation from CONSULTANT showing payment has been made to its subconsultants. SANBAG also reserves the right, at its own sole discretion, to issue joint checks to CONSULTANT and any subconsultant(s), which shall constitute payment to CONSULTANT in compliance with the terms of this Contract.
- 5.14 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, Subch. E, Part 31, is subject to repayment by CONSULTANT to SANBAG.
- 5.15 CONSULTANT's reimbursement for the production of monthly billings shall be included in overhead.
- 5.16 The period of performance for CTOs shall be in accordance with the dates specified in each CTO. No CTO will be written which extends beyond the expiration date of this Contract.
- 5.17 The total amount payable by SANBAG for a CTO shall not exceed the amount agreed to in the CTO, unless authorized by a CTO amendment.
- 5.18 The total amount payable by SANBAG for all CTOs resulting from this Contract shall not exceed \$3,000,000.00. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this Contract through CTOs.
- 5.19 All subcontracts in excess of \$25,000 shall contain the above provisions.

## **ARTICLE 6. TERMINATION**

- 6.1 Termination for Convenience - SANBAG 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 SANBAG's instruction, and shall turn over such Work in accordance with SANBAG's instructions.

- 6.1.1 CONSULTANT shall deliver to SANBAG, all deliverables prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SANBAG. Upon such delivery, CONSULTANT may then invoice SANBAG 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 SANBAG 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 SANBAG's instructions plus the actual cost necessarily incurred in effecting the termination.
- 6.2 Termination for Cause - In the event CONSULTANT shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy shall be filed against CONSULTANT or a receiver shall be appointed on account of its insolvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice, SANBAG may, without prejudice to any other rights or remedies SANBAG 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 SANBAG, SANBAG may take possession of the products and finished Work by whatever method SANBAG may deem expedient. A waiver by SANBAG 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.
- 6.2.1 CONSULTANT shall deliver to SANBAG all finished and unfinished deliverables under this Contract prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SANBAG 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 SANBAG, satisfactory in form and content to SANBAG and verified by SANBAG. In no event shall CONSULTANT be entitled to any payment for prospective profits or any damages because of such termination

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 SANBAG 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 SANBAG 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 SANBAG 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 SANBAG.
- 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 SANBAG.

## **ARTICLE 9. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION**

- 9.1 SANBAG has not set a project specific DBE goal for this project. SANBAG does encourage the use of small and DBE firms in all of their contracting.

## **ARTICLE 10. COST PRINCIPLES**

- 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 SANBAG.

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

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

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, SANBAG, FHWA, or any other duly authorized representative of the Federal Government 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. 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 SANBAG's Contract Administrator and SANBAG'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 SANBAG'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 SANBAG's Executive Director 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 SANBAG's Chief Financial Officer.

- 14.2 Not later than 30 days after issuance of final audit report, CONSULTANT may request a review by SANBAG'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 SANBAG will excuse CONSULTANT from full and timely performance, in accordance with the terms of this Contract.
- 14.4 CONSULTANT and subconsultants' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for an audit or review, the Contract, cost proposal and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit Workpaper Review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's workpapers. The Contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by SANBAG's Project Manager to conform to the audit or review recommendations. CONSULTANT agrees that individual items of cost identified in the audit report may be incorporated into the Contract by this reference if directed by SANBAG's Project Manager at SANBAG's sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of Contract terms and cause for termination of the Contract and disallowance of prior reimbursed costs.

#### **ARTICLE 15. SUBCONTRACTING**

- 15.1 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 SANBAG, except, that which is expressly identified in the approved Cost Proposal.
- 15.2 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.
- 15.3 Any substitution of subconsultants must be approved in writing by SANBAG prior to the start of Work by the subconsultant.

#### **ARTICLE 16. EQUIPMENT PURCHASE**

- 16.1. Prior authorization in writing, by SANBAG 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. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior written authorization by SANBAG's Project Manager; three competitive quotations must be submitted 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, SANBAG 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 SANBAG 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 SANBAG procedures; and credit SANBAG 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 SANBAG and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by SANBAG.” 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

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

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

CONSULTANT and any subconsultant shall permit SANBAG, the state, and the FHWA if federal participating funds are used in this Contract; to review and inspect the project activities and files at all reasonable times during the performance period of this Contract including review and inspection on a daily basis.

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

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

#### **ARTICLE 19. INSURANCE**

19.1 Without in any way affecting the indemnity provisions of this Contract, CONSULTANT shall, at the CONSULTANT’s sole expense, and prior to the commencement of any Work, procure and maintain in full force, insurance with carriers and with terms and conditions acceptable to SANBAG through the entire term of this Contract. Except as

specifically permitted below, the policies shall be written by a carrier authorized to do business in the State of California with a recent A.M. Best rating of A-VII or better, and shall be written with at least the following limits of liability:

- A. Professional Liability – CONSULTANT, at its own cost and expense, must maintain for the period covered by this Contract, Professional Liability Insurance in an amount not less than \$1,000,000, per claim and \$3,000,000 in the aggregate for all claims. Coverage shall be solely dedicated to claims arising from professional services provided under this Contract. Professional Liability shall be made on a claims made basis. If such policy contains a retroactive date for coverage of prior acts, this date will be prior to the date the CONSULTANT begins to perform Work under this Contract. CONSULTANT shall secure and maintain this insurance and “tail” coverage throughout the term of this Contract and for a minimum of three (3) years after Contract completion.
- B. Worker’s Compensation - Worker’s Compensation insurance shall be provided in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability with \$1,000,000 per occurrence covering all persons providing labor or services on behalf of CONSULTANT and all risks to such persons under this Contract. Where coverage is provided through the California State Compensation Insurance Fund, the requirement for a minimum A.M. Best rating does not apply.
- C. Employer’s Liability - Employer’s Liability insurance shall include coverage in the amount of \$1,000,000 for Bodily injury per accident, a policy limit of \$1,000,000 Bodily Injury by Disease and \$1,000,000 Bodily Injury by Disease for each employee.
- D. Commercial General Liability – Commercial General Liability insurance shall include coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products/Completed Operations Liability, Personal Injury Liability, Broad-Form Property Damage and Independent Contractors Liability, in an amount of not less than \$1,000,000 per occurrence, combined single limit, and \$2,000,000 in the aggregate written on an occurrence form. Also included shall be \$1,000,000 in the aggregate for Personal/Advertising, \$100,000 for Damages to Rented Premises, and \$10,000 for Medical Expenses. For products and completed operations a \$2,000,000 aggregate shall be provided. Commercial General Liability insurance is to be primary and non-contributory with any insurance carried or administered by SANBAG.
- E. Automobile Liability - To include owned, non-owned and hired automobiles, in an amount of not less than \$1,000,000 combined single limit. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Contractor pursuant to the contract if applicable.
- F. If SANBAG determines that services provided under a specific CTO require the following insurance coverages, then CONSULTANT or CONSULTANT’s subconsultant shall comply with the following during the period of performance of that CTO:

1. Pollution Liability. Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions applicable to the work being performed shall be provided, with a limit no less than \$2,000,000 per claim or occurrence and \$4,000,000 aggregate per policy period of one year.

2. If the CTO services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

3. If Contractors Pollution Liability coverage is not available from an admitted insurer, the coverage may be written by a non-admitted insurance company acceptable to, and approved in advance by, SANBAG in its sole and absolute discretion. A non-admitted company should have an A.M. Best rating of A:X or higher.

4. SANBAG shall reimburse CONSULTANT for the cost of such coverages under the CTO.

5. Such coverages shall be subject to the provisions of Section 19.2 through 19.9.

- 19.2 Proof of Coverage – Cancellation Prior to issuance of the NTP or prior to commencing any Work, as SANBAG specifies, CONSULTANT shall furnish SANBAG with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with all insurance requirements set forth in this Article and containing provision that if the insurance company elects to cancel or non-renew coverage for any reason, the insurer will provide SANBAG thirty (30) days prior written notice of such cancellation or nonrenewal, except that if the policy is cancelled for nonpayment of premium, the insurer will provide SANBAG ten (10) days prior written notice. CONSULTANT shall maintain insurance for the entire term of the Contract. The certificate(s) of insurance are to include the Contract number and Project Manager's name on the face of the certificate(s) and shall be submitted directly to SANBAG's Procurement Manager.
- 19.3 Additional Insured - All policies, except for Worker's Compensation and Professional Liability policies, shall contain endorsements naming San Bernardino Associated Governments and all of its associated entities and capacities, including the San Bernardino County Transportation Authority, San Bernardino County Transportation Commission, San Bernardino Congestion Management Agency, San Bernardino County Service Authority for Freeway Emergencies and their officers, members, employees, contractors, agents, and volunteers (SANBAG's "Entities") as additional insured parties with respect to liabilities arising out to the performance of Work hereunder. The additional insured endorsements shall not limit the scope of coverage for SANBAG to vicarious liability but shall allow coverage for SANBAG to the full extent provided by the policy.
- 19.4 Waiver of Subrogation Rights - CONSULTANT shall require the carriers of Commercial General Liability, Automobile Liability, Pollution Liability and Worker's Compensation

to waive all rights of subrogation against SANBAG, its officers, employees, agents, volunteers, and contractors. Such insurance coverage provided shall not prohibit CONSULTANT or CONSULTANT's employees or agents from waiving the right of subrogation prior to a loss or claim. CONSULTANT hereby waives all rights of subrogation against SANBAG.

- 19.5 Subconsultant Insurance. All coverage for subconsultants shall be subject to all of the insurance requirements stated in this Article. CONSULTANT shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant.
- 19.6 Submission of Policies. If requested by SANBAG at any time, CONSULTANT shall submit copies of all required insurance policies including endorsements.
- 19.7 If the contractor maintains higher limits than the minimums shown above, SANBAG and all its Entities require and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SANBAG and its Entities.
- 19.8 Claims Made Insurance Forms. If any of the above insurances are written on a claims-made form: The retroactive date must be set forth on the certificate and the policy or applicable endorsement, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase, provide and document extended period coverage for a minimum of five (5) years after completion of contract work. A copy of the claims reporting requirements must be submitted to SANBAG and its Entities for review.
- 19.9 Special Risks or Circumstances. SANBAG reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## **ARTICLE 20. INDEMNITY**

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

CONSULTANT shall indemnify and defend (with legal counsel reasonably approved by SANBAG) San Bernardino Associated Governments, San Bernardino County Transportation Commission, San Bernardino County Transportation Authority, San Bernardino County Service Authority for Freeway Emergencies, San Bernardino County Congestion Management Agency, and their respective authorized officers, employees, agents and volunteers, from any and all losses, damages, liability, actions, and/or costs for claims that arise out of, pertain to, or are related to the negligence, recklessness, or willful misconduct of the design professional.

- 20.2 For all other Work, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SANBAG) and hold harmless San Bernardino Associated

Governments, San Bernardino County Transportation Commission, San Bernardino County Transportation Authority, San Bernardino County Service Authority for Freeway Emergencies, San Bernardino County Congestion Management Agency, and their respective authorized 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 SANBAG or Indemnitees on account of any such Claim 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 SANBAG's or Indemnitees' "active" as well as "passive" negligence but does not apply to SANBAG's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

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

- 21.1 Upon completion of all Work under this Contract, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this Contract will automatically be vested in SANBAG; and no further agreement will be necessary to transfer ownership to SANBAG. CONSULTANT shall furnish SANBAG 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 SANBAG 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 SANBAG of the project documentation on other projects or additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONSULTANT.
- 21.4 Applicable patent rights provisions regarding rights to inventions shall be included in the Contract as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- 21.5 SANBAG may permit copyrighting reports or other agreement products. If copyrights are permitted, the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for government purposes.
- 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 SANBAG'S CONSTRUCTION CONTRACTOR**

- 22.1 If claims are filed by SANBAG'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 SANBAG and legal staff, and for testimony, if necessary, at depositions, administrative proceedings, trial or arbitration proceedings. 22.2 CONSULTANT's personnel that SANBAG considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from SANBAG. 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 SANBAG'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 SANBAG's operations, which are designated confidential by SANBAG and made available to CONSULTANT in order to carry out this Contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- 23.2 Permission to disclose information on one occasion, or public hearing held by SANBAG relating to the Contract, shall not 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 SANBAG's actions on the same, except to SANBAG's staff, CONSULTANT's own personnel involved in the performance of this Contract, at public hearings or in response to questions from a SANBAG Board Committee or other public meeting approved by SANBAG.
- 23.4 CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding Work performed to be performed under this Contract without prior review of the contents thereof by SANBAG, and receipt of SANBAG's written permission.
- 23.5 Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.

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

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

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

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

## **ARTICLE 26. RESPONSIBILITY OF CONSULTANT**

- 26.1 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.
- 26.2 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 SANBAG or the Project. CONSULTANT shall immediately document such matters and notify SANBAG in writing. CONSULTANT shall also similarly notify SANBAG in regard to the possibility of any natural catastrophe, potential failure, or any situation that exceeds environmental, design, and/or construction assumptions and could precipitate a failure of any structure or other part of the Project. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable SANBAG to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.
- 26.3 When a modification to a construction contract is required because of an error or deficiency in the design Work provided under this Contract, CONSULTANT shall be responsible for any and all additional costs associated with the construction contract or the construction of the Project.
- 26.4 SANBAG shall advise CONSULTANT of their responsibility and collect the amount due, including but not limited to, withholding of payments, if the recoverable cost will exceed the administrative cost involved or is otherwise in SANBAG's best interest. SANBAG shall include in the Contract Audit File a written statement of the reasons for the decision to recover or not recover the costs from CONSULTANT.
- 26.5 CONSULTANT shall, document the results of the Work to the satisfaction of SANBAG, and if applicable, Caltrans and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of SANBAG's objectives.
- 26.6 As applicable, the responsible consultant/engineer shall sign and/or certify all reports and

study data furnished by him/her, and where appropriate, indicate his/her California registration or license number.

## **ARTICLE 27. TECHNICAL DIRECTION**

- 27.1 Performance of Work under this Contract shall be subject to the technical direction of SANBAG's Project Manager (hereinafter referred to as "Project Manager"), who will be identified in writing to CONSULTANT, upon issuance of the NTP and/or subsequently by written notice during the Contract. The term "Technical Direction" is defined to include, without limitation:
- 27.1.1 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.
  - 27.1.2 Provision of written information to CONSULTANT, which assists in the interpretation of drawings, reports, or technical portions of the Scope of Work described herein.
  - 27.1.3 Review and, where required by the Contract, approval of technical reports, drawings, specifications and technical information to be delivered by CONSULTANT to SANBAG under the Contract.
  - 27.1.4 SANBAG's Project Manager 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.
- 27.2 Technical Direction must be within the Scope of Work under this Contract. SANBAG's Project Manager does not have the authority to, and may not, issue any Technical Direction which:
- 27.2.1 Increases or decreases the Scope of Work;
  - 27.2.2 Directs CONSULTANT to perform Work outside the original intent of the Scope of Work;
  - 27.2.3 In any manner cause an increase or decrease in the Contract price as identified in Article 3., herein, or the time required for Contract performance;
  - 27.2.4 Changes any of the expressed terms, conditions or specifications of the Contract; unless identified herein;
  - 27.2.5 Interferes with the CONSULTANT's right to perform the terms and conditions of the Contract; or
  - 27.2.6 Approve any demand or claim for additional payment.
- 27.3 Failure of CONSULTANT and SANBAG's Project Manager to agree that the Technical

Direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken shall be subject to the provisions of the “DISPUTES” Article herein.

27.4 All Technical Direction shall be issued in writing by SANBAG’s Project Manager.

27.5 CONSULTANT shall proceed promptly with the performance of Technical Direction, in the manner prescribed by this Article and within their authority under the provisions of this Article. If, in the opinion of CONSULTANT, any instruction or direction by SANBAG’s Project Manager falls within one of the categories defined in 27.2.1 through 27.2.6 above, CONSULTANT shall not proceed but shall notify SANBAG’s Project Manager in writing within five (5) working days after receipt of any such instruction or direction and shall request SANBAG to modify the Contract accordingly. Upon receiving the notification from the CONSULTANT, SANBAG shall:

27.5.1 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.

27.5.2 Advise CONSULTANT within a reasonable time whether SANBAG will or will not issue a written amendment.

27.6 There shall be no changes in CONSULTANT’s Key Personnel as identified herein, without prior written approval by SANBAG’s Project Manager.

#### **ARTICLE 28. 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 reallocation of any tasks or hours of Work that are the responsibility of key personnel to other personnel, CONSULTANT shall notify SANBAG 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 SANBAG’s Project Manager. CONSULTANT shall not substitute any key personnel without the prior written consent of SANBAG. In the event that the Parties cannot agree as to the substitution of key personnel, SANBAG may terminate the Contract. Key Personnel are:

<b>Name</b>	<b>Job Classification/Function</b>
Julie Vandermost	Project Manager
Peter Carlson	Environmental Project Manager

#### **ARTICLE 29. 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 SANBAG 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 30. 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 31. PERMITS AND LICENSES**

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

### **ARTICLE 32. STATEMENT OF COMPLIANCE**

- 32.1 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 Title 2, California Administrative Code, Section 8103.
- 32.2 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 sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g. cancer), age (over 40), marital status and denial of family care leave. 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 §12990 (a-f) et seq. and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. 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.

### **ARTICLE 33. DEBARMENT AND SUSPENSION CERTIFICATION**

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

fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to SANBAG.

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

**ARTICLE 34. STATE PREVAILING WAGE RATES**

- 34.1 CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the Work.
- 34.2 Any subcontract entered into as a result of this Contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

**ARTICLE 35. CONFLICT OF INTEREST**

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

**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 SANBAG employee. For breach or violation of this warranty, SANBAG 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. PROHIBITION OF EXPENDING SANBAG, STATE FUNDS FOR LOBBYING - INTENTIONALLY OMITTED**

**ARTICLE 38. NOTIFICATION**

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

<b>To CONSULTANT</b>	<b>To SANBAG</b>
<b>30900 Rancho Viejo Road, Suite 100</b>	<b>1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor</b>
<b>San Juan Capistrano, CA 92675</b>	<b>San Bernardino, CA 92410-1715</b>
<b>Attn: Julie Vandermost</b>	<b>Attn: Garry Cohoe</b>
	<b>cc: Procurement Manager</b>
<b>Phone: (949)489-2700</b>	<b>Phone: (909) 884-8276</b>

**ARTICLE 39. STOP WORK ORDER**

Upon failure of CONSULTANT or its subconsultants to comply with any of the requirements of this Contract, SANBAG 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 40. CLAIMS**

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

**ARTICLE 41. 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 SANBAG 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 42. 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, SANBAG, without waiving any other rights or remedies it may have, may take the necessary steps to correct the breach, and CONSULTANT shall promptly reimburse SANBAG for all expenses and costs incurred.

**ARTICLE 43. 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. SANBAG 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 SANBAG.

#### **ARTICLE 44. 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 45. 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 46. 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 47. PRECEDENCE**

- 47.1 The Contract consists of this Contract document, Exhibit "A"- Scope of Work, and Exhibit "B" - Cost Proposal SANBAG's Request For Proposal and CONSULTANT's proposal, all of which are incorporated in this Contract by this reference.
- 47.2 The following order of precedence shall apply: first, the Contract including Exhibits "A" and "B"; second, SANBAG'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.
- 47.3 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 SANBAG in writing within three (3) business days of its discovery of the conflict and shall comply with SANBAG's resolution of the conflict.

#### **ARTICLE 48. GRATUITIES**

CONSULTANT, its employees, agents, or representatives shall not offer or give to any officer, official, agent or employee of SANBAG, any gift, entertainment, payment, loan, or other gratuity.

#### **ARTICLE 49. REVIEW AND ACCEPTANCE**

All Work performed by CONSULTANT shall be subject to periodic review and approval by SANBAG at any and all places where such performance may be carried on. Failure of SANBAG to make such review, or to discover defective work, shall not prejudice the rights of SANBAG at the time of final acceptance. All Work performed by CONSULTANT shall be subject to periodic and final review and acceptance by SANBAG upon completion of all Work.

#### **ARTICLE 50. DRUG FREE WORKPLACE**

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

#### **ARTICLE 51. 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 52. 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 53. ENTIRE DOCUMENT**

- 53.1 This Contract and its attachments constitute the sole and only agreement governing the Work and supersedes any prior understandings, written or oral, between the Parties respecting the Project. All previous proposals, offers, and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been expressly incorporated into this Contract.
- 53.2 No agent, official, employee or representative of SANBAG has any authority to bind SANBAG 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.
- 53.3 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 54. CONTRACT**

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

**ARTICLE 55. EFFECTIVE DATE**

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

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

**CONSULTANT**

**SANBAG**

By: \_\_\_\_\_  
Julie Vandermost  
President

By: \_\_\_\_\_  
L. Dennis Michael  
President, Board of Directors

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

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

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Eileen Monaghan Teichert  
General Counsel

**CONCURRENCE**

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

Attachment: C14144 [Revision 5] (1367 : Award On-Call Environmental Services Contract)

**EXHIBIT "A"--SCOPE OF WORK**

## Scope of Work

### OVERVIEW

The San Bernardino Associated Governments (SANBAG), acting in the capacity designated in the Contract, will utilize the services of a consultant herein referred to as “CONSULTANT”, to provide on-call environmental project management and technical and support services on an as-needed basis for a variety of projects in order to meet the environmental needs of SANBAG’s Major Projects Program.

Coordination of CONSULTANT will be accomplished through SANBAG’s Project Manager or his designee.

The SANBAG Project Manager for this contract shall be:

Mr. Garry Cohoe  
Director of Project Delivery

### APPLICABLE STANDARDS

Deliverables and related material as requested for on-system State Highway projects shall be prepared in accordance with current Department of Transportation (CALTRANS) regulations, policies, procedures, manuals, and standards including compliance with Federal Highway Administration (FHWA) requirements unless directed otherwise. Deliverables and related materials requested for all other agencies shall be consistent with the requirements of that agency in addition to federal, state, local agency requirements, regulations, policies, procedures, manuals, and standards.

All deliverables and supporting materials furnished under this Scope of Work shall be of a quality acceptable to SANBAG and/or other relevant agencies. The criteria for acceptance shall be a product of neat appearance, well organized, technically and grammatically correct and checked. The appearance, organization, methodology, and content of all deliverables and supporting materials shall be to applicable standards or as otherwise directed.

Qualifications of individuals performing services shall, at a minimum, meet the applicable qualifications noted in the CALTRANS Standard Environmental Reference.

Guidance for each activity or deliverable can be found at the CALTRANS Standard Environmental Reference and within the Work Breakdown Structure (WBS) Manual located at:

Standard Environmental Reference  
<http://www.dot.ca.gov/ser/>

Workplan Standards Guide, 10.2 (Dec. 2012)  
[http://www.dot.ca.gov/hq/projmgmt/documents/wsg/WSG\\_10-2.pdf](http://www.dot.ca.gov/hq/projmgmt/documents/wsg/WSG_10-2.pdf)

Additional guidance, in part, is below:

- Preliminary Environmental Analysis Report Handbook
- Project Development Procedures Manual (PDPM),
- Traffic Noise Analysis Protocol and Technical Noise Supplement
- Highway Design Manual (HDM)
- Storm Water Project Planning and Design Guide (PPDG)
- Guidance Papers on Implementation of NEPA/404 MOU
- Project Planning and Design Guide (PPDG),
- Traffic Volume Data
- Technical Noise Supplement
- Traffic Noise Analysis Protocol
- Storm Water Pollution Protection Plan Guidelines for Environmental Planning
- Right of Way Manual - Reference Version, Chapter 10
- Surveys Manual

### **ON-CALL ENVIRONMENTAL SERVICES**

The CONSULTANT services may include oversight of SANBAG consultants preparing environmental studies and reports for a specific highway improvement project, and it may include completing specific environmental tasks required for the development of highway projects. The services of the consultant will vary depending on when they are providing oversight services or are responsible for the completion of the task. Environmental services may include, but not be limited to the following:

#### **Environmental Project Management**

CONSULTANT may be asked to serve as the SANBAG Environmental Project Manager (PM) on a project and serve as the single point of contact for all environmental related questions, requests, and submittals. PM shall understand the project schedule and support/conduct/coordinate/oversee any and all studies, analysis, requirements and meetings needed to successfully complete environmental requirements leading to NEPA and or CEQA compliant environmental documents such that the project schedule is not impacted negatively.

PM shall coordinate with CALTRANS and/or all other agencies involved or potentially impacted by the Project. PM shall inform SANBAG prior to all contacts, meetings, notifications, and correspondence with CALTRANS or any other agencies.

PM shall conduct ongoing reviews of consultant/subconsultant progress in performing the work and furnish comments in a timely manner.

PM shall draft and/or review certain types of correspondence to subconsultants, property owners, and/or representatives of various agencies, as necessary.

PM shall assist in the coordination of the distribution of relevant public information.

On a monthly basis, as requested by SANBAG, CONSULTANT shall prepare and submit to SANBAG a monthly status report that indicates the work progress achieved during the period. The report shall summarize the actual work progress compared with estimated progress and will identify problem areas, provide evaluations, recommendations and an outline on the process which CONSULTANT, and SANBAG will follow to rectify the problem(s). The progress report shall be submitted with the monthly invoice.

PM shall maintain a schedule of environmental activities, action items, four week look ahead, and update this information monthly. Activities shall be linked to other project specific functional activities as predecessors or successors, as appropriate.

PM shall review the subconsultants, or oversight the work of other consultants performing environmentally related tasks, Project Control or Work Plan documents submitted to ensure their understanding of the level of information required, reporting procedures and formats, stakeholders, schedule, report cycle, and the intended use of each document.

PM shall receive and review monthly progress reports from subconsultant or other consultants performing environmental related tasks.

PM shall review with subconsultant or other consultant, requests for change orders and/or extensions of time when such requests are determined to be necessary.

For subconsultants, PM shall review all contractual payments and assure consistency with the progress of the associated activity.

PM may be assigned to a single or multiple projects.

### **Coordination and Consultation**

CONSULTANT may be consulted for guidance, options, opinions, and strategies related to environmental issues in support of SANBAG projects and the SANBAG program.

CONSULTANT may be asked to perform an independent cost estimate, review a cost proposal and/or scope of work, or otherwise assist on development of a scope of work for environmental work required in any phase of a project.

CONSULTANT may be asked to lead the effort on coordination and/or consultation with one or more resource agencies.

### **Peer Review**

In an oversight capacity, CONSULTANT may be asked to review and comment upon any and all environmental studies, analysis, reports, and/or plans prepared by other consultants, and to attend relevant meetings in order to gain background on the topics included in the aforementioned documents. Expertise related to air quality, noise studies, hazardous waste, environmental justice, biological issues/assessments, cultural issues, water quality, visual/aesthetic resources,

land use issues, regulations, storm water, and other specialties will be required.

### **Permits and Permit Requirements**

CONSULTANT may be asked to apply for resource agency permits and/or to successfully complete activities necessary to successfully fulfill environmental permit requirements. Activities may be required to be performed prior to and/or during construction. In addition, CONSULTANT may be asked to perform mitigation and restoration monitoring on a post-construction basis.

### **Environmental Documents**

CONSULTANT may be asked to produce NEPA and/or CEQA compliant environmental documents/studies such as Initial Studies/Environmental Assessments (IS/EA), Environmental Impact Report/Environmental Impact Studies (EIR/EIS), environmental re-evaluations, supplemental EIS and/or reassessments of existing/outdated materials. In addition to meeting federal and state requirements, the Caltrans Standard Environmental Reference shall be utilized to assure compliance with formatting and content of documents.

### **Studies and Reports**

CONSULTANT may be asked to provide as needed environmental support, field study, technical study and the associated reporting. Expertise related to air quality, noise studies, hazardous waste, environmental justice, biological issues/assessments, cultural issues, paleontological issues, water quality, visual/aesthetic resources, land use issues, current regulations, and other specialties will be required.

Reports prepared by CONSULTANT shall be submitted in draft form, and opportunity provided for SANBAG peer review. After addressing the peer review comments the draft document shall be submitted to CALTRANS, if applicable, to review and direct revisions prior to finalizing. CONSULTANT shall provide the reproduction services required for the projects inclusive of the number of individual sets to be delivered for the submittal tasks outlined in this Scope of Work.

### **Hazardous Materials**

If during any phase of a project residual soils and/or decontamination fluids and/or contaminated soil or fluids require off-site disposal, materials will be disposed of in a manner consistent with applicable requirements and regulations. CONSULTANT will characterize materials and offsite disposal method and site. If necessary, CONSULTANT may be required to characterize materials through collection and analysis of up to two composite soil samples. CONSULTANT will arrange shipment and offsite disposal appropriate for the type of material requiring disposal. Consultant will either: sign the non-hazardous soils or hazardous waste manifest (Manifest), as applicable, for transportation and offsite disposal of the materials, naming SANBAG as the generator of the material on the Manifest; or provide written certifications to SANBAG sufficient to enable SANBAG to sign the Generator's/Offeror's Certification of the Manifest.

## **Work Breakdown**

The tasks that the CONSULTANT will be providing services for include, but are not limited to the tasks listed below. The responsibility of the CONSULTANT will vary depending on whether they are providing oversight services or are responsible for the completion of the task.

### PROJECT MANAGEMENT

Environmental Project Management, Coordination and Consultation, and Peer Review will be performed under the Environmental Project Management Tasks below. Other study related activities performed by the consultant will be performed under the work break down structure following this section.

- 100.10 Project Management – Project Approval and Environmental Document Component
- 100.20 Project Management – Construction Component
- 100.25 Project Management – Right of Way Component

### PLANNING PHASE

#### **150.20 Preliminary Environmental Analysis Report (PEAR)**

The Preliminary Environmental Analysis Report (PEAR) identifies the potential environmental impacts of each alternative, as well as potential mitigation costs. Although existing data will most frequently be used in the preparation of this report, project specific circumstances may indicate the need for or advisability of conducting more detailed investigations. Costs developed in this activity will be used for programming purposes; consequently, the analysis should be of sufficient detail to identify all potential costs. For those projects where the initiation document is combined with the project report/environmental document (such as PSSRs and PSR/PR), this activity also includes those tasks required for the environmental document.

##### **150.20.05 Initial Noise Study**

Evaluate noise and will conduct a background document review of the project vicinity and make contacts with outside agencies and individuals. Perform a windshield survey or equivalent of the project. Documentation will include the results of the background research and fieldwork. It will describe the project setting, identify and describe sensitive receptors, and discuss possible impacts, and potential abatement measures. The documentation will identify anticipated interagency coordination and permits to enter. A summary statement will be provided for inclusion in the PEAR. The summary should note issues, risks, and assumptions that might affect the alternatives, cost, schedule, or viability of the project. Include the approximate delineation of sensitive receptors on mapping. Include a resource estimate and a schedule by WBS code for completing studies for the environmental document. The following attachments will be completed:

- Noise Study portion of the PEAR Environmental Studies Checklist
- Noise Abatement portion of PEAR Environmental Commitments Cost Estimate, for standard PSRs

- Estimated Resources
- Conduct background document review
- Perform a windshield survey or equivalent
- Prepare documentation
- Project setting/sensitive receptors
- Potential impacts
- Potential abatement
- Monitoring
- Agency Coordination
- Recommendations
- Summary
- PEAR Environmental Studies Checklist
- PEAR Environmental Commitments Cost Estimate for standard PSR

#### **150.20.10 Hazardous Waste Initial Site Assessments/Investigations**

Hazardous waste Initial Site Assessments (ISA) are required for all projects. This information is required in order to complete the PEAR and PID. Additionally, for “high risk” sites, as assessed by the Hazardous Waste Technical Specialist, it is strongly recommended that a Preliminary Site Investigation (PSI) at least be started during the K Phase.

#### **150.20.15 Scenic Resource and Landscape Architecture Review**

This task includes two subtasks: a Scenic Resource Review and a Landscape Architectural Review. The Scenic Resource Review looks at the proposed project to determine if scenic resources exist within the project limits, and whether these resources will be impacted by the proposal. For projects on the State Highway System, the following information is collected:

- Verification of information from the RTP stage;
- Identification of possible scenic resources and the project’s potential visual impact(s);
- Identification of possible mitigation measures and preliminary costs to be included in the PSR estimate (e.g., special grading requirements, architectural features on bridges and walls, urban street amenities, landscape treatment, right-of way requirements)
- Identification of Officially Designated State Scenic Highways in the project area
- Public input is solicited during this phase to address local concerns and integrate appropriate design features through a ‘context sensitive solutions’ approach per Director's Policy DP-22.
- For projects off the State Highway System, a Preliminary Environmental Study (PES) form is completed. The Landscape Architectural Review typically includes recommendations regarding:
  - Design strategies that integrate the project with the surrounding environment.
  - Erosion control, slope design, and Storm Water Data Report recommendations.
  - Replacement Highway Planting and Mitigation Planting requirements
  - Integration with the Comprehensive Corridor Plan, if available
  - Traveler and Worker Safety
  - Preservation of Historic Period Landscapes

#### **150.20.20 Initial NEPA/404 Coordination**

Includes Pre-Consultation with appropriate resource agencies in order to reach consensus on need and purpose, avoidance alternatives, and feasible alternatives.

### **150.20.25 Initial Biology Study**

Biologist will perform background research, fieldwork, evaluation and reporting. The fieldwork may be a windshield survey or equivalent, Caltrans photolog or aerial photo survey, and/or on-the-ground survey depending on the size and complexity of the project. For the documentation, summarize the background review and the survey findings. Identify the type of survey used and provide a brief description of the setting and sensitive biological resources present. Identify specific studies or focused surveys needed for the subsequent environmental document, noting seasonal restrictions or agency protocols that need to be considered in the project schedule. Include an explanation and estimated timeline of required resource agency coordination (e.g., Section 7). Note anticipated permits, agreements or approvals (e.g., 401, 404, 1602). In the preliminary evaluation, consider whether the proposed project may require an Individual 404 permit or qualify for a nationwide permit. Include a list of contacts and sources consulted during the PEAR analysis.

Discuss the project's potential effects on biological resources: recommended avoidance, minimization, and mitigation measures and potential environmental commitments. Identify changes to the project scope or costs that could be driven by biological commitments, such as wetland mitigation, compensatory or replacement habitat acquisition, and habitat restoration. When preparing a standard PSR, provide associated cost estimates and preliminary schedules for habitat acquisition, design, construction, and monitoring. Scheduling should take into consideration the time needed by ROW to acquire permits to enter.

Conclude with a summary paragraph for inclusion in the PEAR. The summary should note potential biological resources issues, risks, and assumptions that might affect the alternatives, cost, schedule, or viability of the project. Include the approximate delineation of known sensitive biological resources on or near the project on the mapping provided by the generalist, and attach it to the documentation. Include a resource estimate and a schedule by WBS code for completing studies for the environmental document and obtaining necessary approvals to achieve PA&ED.

### **150.20.30 Initial Records and Literature Search for Cultural Resources**

The cultural resources specialist conducts background research and fieldwork as appropriate, and prepares documentation. Background research includes literature and database searches (e.g., common references, ethnographic studies, bridge survey, photo logs or DHIPP, Sanborn maps), contacting record repositories (e.g., the appropriate regional Information Center and the Native American Heritage Commission (NAHC) regarding the Sacred Lands Inventory), and soliciting information or concerns from knowledgeable sources such as Native American contacts (tribes and interested parties), organizations (e.g. local historical societies), and individuals (e.g., local historians). In notifying tribes and interested Native American contacts of scoping efforts, ask if they have any known concerns beyond any archaeological properties that could affect the alternatives, cost, schedule, or viability of the project, while assuring the tribal representatives that this inquiry is a very early assessment of the environmental concerns for planning purposes. Fieldwork as discussed here is essentially a preliminary review of the project area, although for

small projects, fieldwork may comprise on-the-ground examinations. For larger projects, a windshield survey or equivalent is more appropriate.

Following the pre-field research and fieldwork, the specialists prepare documentation of their findings. The documentation lists the records consulted, contacts made and what was learned, notes the type of survey(s) performed, briefly describes the project setting and sensitivity for cultural resources. The documentation will include a section describing each cultural resource identified during the background research and fieldwork. The documentation discusses the potential effects of the project on resources within or adjacent to the project area and notes potential effects on Section 4(f) properties. In addition the documentation notes whether the proposed project would be located on or affect tribal lands or whether a federal agency is involved. Such circumstances may affect the applicability of the Section 106 Programmatic Agreement. The regular Section 106 process must be followed if the proposed project is located on or affects tribal lands or if another federal agency would be the NEPA federal lead agency. On federal or tribal lands, federal or tribal requirements (e.g. Archaeological Resources Protection Act (ARPA) permits, Native American Graves Protection and Repatriation Act (NAGPRA) Action Plans, or Special Use permits) would also be applicable, depending on the anticipated work involved.

Explain concurrences needed in the environmental document and other coordination required such as consultation with the State Historic Preservation Officer (SHPO) for compliance with Sections 5024 and 5024.5 of the Public Resources Code (PRC) and Section 106 of the National Historic Preservation Act (NHPA).

#### **150.20.40 Initial Community Impact Analysis, Land Use, and Growth Studies**

Conduct a pre-field background search (e.g., previous environmental documents) and make contacts with outside agencies (e.g., city planning departments). In most cases, the fieldwork will be limited to a windshield survey or equivalent. The analysis may include a brief review of current census information. The preliminary analysis should identify community impact issues and set the scope of subsequent socioeconomic/community analysis. The analysis will address impacts related to economy, social considerations, environmental justice, relocation, farmlands/timberlands, and community services.

Summarize the results of the background review and fieldwork. Discuss the existing social and economic conditions in the area. Discuss number and type of structures potentially impacted and number of potential relocations, if any. Address impacts to neighborhoods, business districts, and ethnic, disabled or other minority groups. Note anticipated agency coordination, permits, and approvals. Make recommendations for environmental commitments. Include the type and magnitude of studies needed for the environmental document.

The specialist evaluating these resources will conduct a pre-field background search (e.g., previous environmental documents), GIS data-bases, and make contacts with outside agencies. In most cases, the fieldwork will be limited to a windshield survey or equivalent. The preliminary analysis should briefly consider existing and future land use, consistency with State, Regional,

and Local Plans, and identify any park and/or recreational facility, equestrian trail, bikeway, or other recreational trail.

Determine if the project and/or alternatives is likely to induce growth in the project area. Identify any local government “no growth” ordinances or policies. Assess the potential for the project to facilitate planned growth, and assess the potential for unplanned growth. Identify if the project will be located along a new alignment or provide new access. Identify any indirect impacts that could result from the project. The PEAR will identify whether a formal growth-related, indirect impact analysis is needed.

#### **150.20.45 Initial Air Quality Study**

The specialist evaluating this resource will conduct a background document review of the project vicinity and make contacts, as necessary, with outside agencies and individuals. The specialist will perform a windshield survey or equivalent of the project and provide documentation that includes the results of the background research and fieldwork. The air quality documentation will discuss the attainment status of the project area, potential impacts, potential environmental commitments, and long-term monitoring that may be needed. The documentation will identify conformity, mobile source air toxics (MSATs), particulate matter (PM) 10 and PM 2.5, interagency participation and permits. A summary statement will be provided for inclusion in the PEAR. The summary should note issues, risks, and assumptions that might affect the alternatives, cost, schedule, or viability of the project.

#### **150.20.50 Initial Water Quality Studies**

Evaluate potential water quality issues and include a discussion of the various environmental permits that will be required for the project to protect water quality, including pollution from stormwater runoff, waste discharges to land or surface waters, and hazardous waste sites. Discussion will include details of work performed to identify and remediate hazardous waste properties. Hydrology and Floodplain evaluation is also discussed.

The documentation includes a description of the setting; the findings of background research and field visit; and identifies bodies of water, drainages, rivers and streams that might be impacted. Basin plans that are in effect are reference and existing discharge conditions could affect the project design, scheduling or construction techniques are identified. In addition, anticipated agency coordination, permits, and environmental commitments are documented. This section of the PEAR should include a list of all anticipated waste discharge and dewatering requirements. Discussion is included on how minimization and avoidance of stormwater pollution impacts are to be achieved through permit and Best Management Practices (BMPs) throughout design, construction, and long-term maintenance. The report should note if the project will require structural BMPs; the project footprint may have to be revised to accommodate these features. Structural BMPs must be coordinated with the Project Engineer.

#### **150.20.55 Initial Floodplain Study**

Evaluate floodplain issues by reviewing a background document of the project area, reviewing of the Federal Emergency Management Agency (FEMA)/ National Flood Insurance Program flood maps, and contacting outside agencies and individuals as necessary. A field visit should be performed by the Hydraulic Engineer for all but the simplest projects.

The documentation includes a description of the hydraulic and floodplain setting (including any

special requirements described in the Basin Plan), describes potential impacts to local hydrology, and identifies additional studies and agency coordination that will be needed for the environmental document. Floodplain criteria as defined in 23 CFR 650, Subpart A (sections 650.101 thru 650.117) may also need to be consulted. The documentation also includes constraints and recommendations that may affect project design.

#### **150.20.60 PEAR Preparation**

Prepare Preliminary Environmental Analysis Report (PEAR) or a Categorical Exemption/ Categorical Exclusion (CE/CE) for qualifying projects where the PID is combined with project report/environmental document. Reference the Caltrans PEAR Handbook for further details regarding PEAR preparation, formatting, and content.

#### **150.20.65 Initial Paleontology Study**

A paleontological identification report (PIR) may be prepared at any time during project development; however, the PIR is recommended during PEAR preparation in order to document the potential for presence or non-presence of paleontological resources in the project area. Evaluating potential paleontological resources includes a review of databases and/or a background document review, as well as contact with outside agencies, museums, universities, and individuals. Conducting a windshield survey or equivalent of the project area, if appropriate, follows this work.

The preparer will describe the geologic and paleontological setting of the project area and the results of database/background/contact review. The report should also discuss tribal government, agency coordination, approvals, and permits (e.g., permits to conduct investigations on BLM, USFS, or USACOE-administered lands).

Provide a summary statement for inclusion in the PEAR. The summary should note issues, risks, and assumptions that might affect the alternatives, cost, schedule, or viability of the project.

#### **150.20.70 Initial Native American Coordination**

See WBS 150.20.30

#### **150.20.99 Other PEAR Products**

All other work, during the PEAR efforts, not defined or covered in other 150.20 activities.

#### **150.25 Approved PID (PSR, PSSR, etc.)**

This activity includes all tasks required to develop the PID text and exhibits, as well as the effort required to circulate, review and update the PID. It also includes the development and approval of any supplemental PIDs.

#### **150.25.05 Draft PID**

This activity includes peer review and submittal to Caltrans for on-system and/or federal aid projects.

#### **150.35 Required Permits during Project Initiation Documents Development**

This activity includes all work, normally prior to approval of the combined PR/PSSR,

required in order to determine what permits may or may not be required. Note: This does not include coordination with resource agencies covering the scoping and NEPA/404 MOU process covered under activities of future phases of the project.

#### **150.40 Permits during Project Initiation Documents Development (if necessary)**

All work involved in obtaining permits for combined PR/PSSR, including:

- Discussions and negotiations with the permitting agency.
- Preparation of the permit and attachments such as exhibits, maps, etc.
- Obtain funds for any required permit fee.
- Submit permit application.

##### Possible Permits Include:

- 150.40.05 U.S. Army Corps of Engineers Permit (404)
- 150.40.10 U.S. Forest Service Permit(s)
- 150.40.20 Department of Fish and Game 1600 Agreement(s)
- 150.40.30 Local Agency Concurrence/Permit
- 150.40.35 Waste Discharge (NPDES) Permit(s) Includes all effort needed to obtain a National Pollutant Discharge Elimination System (NPDES) permit.
- 150.40.40 U.S. Fish and Wildlife Service Approval
- 150.40.45 Regional Water Quality Control Board 401 Permit
- 150.40.95 Other Permits

## ENVIRONMENTAL PHASE

### **165.05.10 Public and Agency Scoping Process**

Prepare and publish legal notices, and perform all public and agency participation tasks related to the overall environmental product prior to circulation of the Draft Environmental Document to the public. For on-system projects all documents shall be submitted to Caltrans prior to distribution and/or finalization.

- Prepare written notification of initiation of environmental studies.
- Prepare Draft Notice of Intent (NOI) (NEPA requirement -- EIS only) and submit to FHWA for Federal Register publication.
- Prepare and circulate Notice of Preparation (NOP) (CEQA requirement -- EIR only).
- Conduct and document Public and Agency environmental scoping meeting(s)
- Prepare and coordinate with SANBAG and Tribal Transportation Planning Agency a Public Participation Plan, meeting MPO, State Implementation Plan (SIP), FHWA Metropolitan Planning and tribal requirements.
- Conduct and document public and agency open house and workshop meetings during development of the environmental document.
- Conduct and document other formal and informal public participation activities such as citizen's committees, focus groups, presentations to political bodies, and media appearances, not directly related to preparation and coordination of a technical work product.
- Prepare & circulate newsletters and other public informational and press materials
- Prepare and maintain Project Mailing List

### **165.05.15 Alternatives for Further Study**

The Project Manager, Management, and the Project Development Team select alternative(s) for further study in the Draft Environmental Document and Draft Project Report. The selection process and criteria are documented for use in later stages of the project. Alternatives are based on those developed and documented in the Project Initiation Document, with additions or deletions as required.

- Perform preliminary alternatives analysis
- Consider public comment and participation
- Review alternatives analysis with Project Development Team
- Prepare and review alternative selection documentation
- Preliminary alternatives analysis report (used by PDT and public)
- Public and PDT Review documentation and comments
- Response to comments

### **165.10 General Environmental Studies**

Perform environmental technical studies, other than for Biology and Cultural Resources, and prepare technical reports and other work products documenting study results.

#### **165.10.15 Community Impact Analysis Land Use and Growth Studies**

Perform all activities related to socioeconomic, land use, and growth impact technical studies for use in the environmental document, and prepare a technical report documenting study results.

- Perform ethnicity and economic studies to determine the characteristics of the communities affected by the project. This includes Environmental Justice requirements.
- Perform land use studies to determine the relationship of the project to local, regional, and other planning, and identify compatibility issues with existing land uses.
- Perform growth impact studies.
- Prepare interim reports for internal and peer review.
- Prepare technical report with mapping & other graphics.
- Prepare abstract for inclusion in Environmental Document text.
- Prepare transmittal memo outlining study results, potential significance of impacts and significance criteria, and proposed mitigation measures.
- Coordinate with local and regional agencies, ethnic and community groups, and business organizations.
- Farmland Evaluation and Coordination

#### **165.10.20 Visual Impact Assessment and Scenic Resource Evaluation**

Perform all activities related to Visual Impact Assessment (VIA) and Scenic Resource Evaluation (SRE) for use in the environmental document, and prepare a technical report documenting study results.

- Perform a visual inventory of the project area.
- Prepare visual simulations and exhibits of the proposed alternatives.
- Coordinate with local agencies, citizens groups, and business groups related to

community design and scenic issues.

- Prepare technical report.
- Prepare abstract for inclusion in Environmental Document.
- Prepare transmittal memo outlining study results, potential significance of impacts and significance criteria, and proposed mitigation measures.
- Perform Scenic Resource Evaluation

#### **165.10.25 Noise Study**

Perform all activities related to noise impact analysis for use in the Environmental Document, and prepare a technical report documenting study results.

- Identify sensitive receptors and analysis locations.
- Collect existing noise information, including monitoring data from Air Resources Board (ARB) and Air Pollution Control District (APCD) sites.
- Perform noise modeling.
- Develop estimates of effectiveness for alternative mitigation measures.
- Prepare technical report with preliminary barrier plans.
- Prepare abstract for inclusion in Environmental Document text.
- Prepare transmittal memo outlining study results, potential significance of impacts and significance criteria, and proposed mitigation measures.

#### **165.10.30 Air Quality Study**

Perform all activities related to air quality impact analysis for use in the environmental document, and prepare a technical report documenting study results.

- Identify sensitive receptors and analysis locations.
- Collect existing CO data
- Perform CO and/or other monitoring. NOTE: Scheduling of this activity should take into account appropriate study windows.
- Perform micro-scale modeling to predict future pollutant concentrations with no project and all applicable alternatives.
- Verify Federal Clean Air Act conformity status of the project; coordinate with regional and air quality agencies to obtain concurrence in the conformity status of the project, and carry out additional conformity-related activities, if necessary, including regional modeling of additional alternatives and recommendations for RTP and/or RTIP revisions.
- Develop estimates of effectiveness for alternative mitigation measures.
- Prepare monitoring and technical reports.
- Prepare abstract for inclusion in Environmental Document text.
- Prepare transmittal memo outlining study results, potential significance of impacts and significance criteria, and proposed mitigation measures for use in the Environmental Document text.

#### **165.10.35 Water Quality Studies**

Perform all activities related to water quality impact analysis for use in the environmental document, and prepare a technical report documenting study results.

- Identify receiving waters, their regulatory status, and their uses.
- Collect existing water quality information, including monitoring data from other agencies as available.
- If necessary due to inadequate existing information, conduct on-site sampling and/or monitoring and prepare monitoring report.
- Perform modeling if necessary and appropriate to predict future pollutant concentrations with no project and all applicable alternatives.
- Verify applicability of Sole Source Aquifer, NPDES, and other laws and regulations to the project and design of drainage facilities.
- Develop estimates of effectiveness for alternative drainage facilities and mitigation measures.
- Prepare technical report with mapping & other graphics.
- Prepare abstract for inclusion in Environmental Document text.
- Prepare transmittal memo outlining study results, potential significance of impacts and significance criteria, and proposed mitigation measures.

#### **165.10.40 Energy Studies**

Perform all activities related to energy impact analysis for use in the environmental document, and prepare a technical report documenting study results.

- Perform modeling or use other analysis methods to predict future energy use with no project and all applicable alternatives.
- Verify applicability of energy-related laws and regulations to the project and design of drainage facilities.
- Prepare technical report.
- Prepare abstract for inclusion in Environmental Document text.
- Prepare transmittal memo outlining study results, potential significance of impacts and significance criteria, and proposed mitigation measures.

#### **165.10.45 Summary of Geotechnical Report**

Prepare summary of Preliminary Geotechnical Report for inclusion in the Draft Environmental Document.

- Review Preliminary Geotechnical Report
- Prepare abstract for inclusion in Environmental Document text.

#### **165.10.55 Draft Right of Way Relocation Impact Document**

Perform all activities related to relocation impact analysis for use in the Environmental Document, and prepare a technical report documenting study results.

- Prepare technical report.
- Prepare abstract for inclusion in Environmental Document text.
- Prepare transmittal memo outlining study results, potential significance of impacts and significance criteria, and proposed mitigation measures.

#### **165.10.60 Location Hydraulic & Floodplain Study Reports**

Perform all activities related to preparing a Location Hydraulic Study, including structures hydraulics, for use in the environmental document and Draft Project Report, and a flood plain study for use in the Environmental Document, and prepare a technical report or reports documenting study results.

Note: These studies are usually combined into one document since they address largely the same issues. The Location Hydraulic Study is a specific FHWA requirement where a project will encroach on a flood plain. The Flood plain Study may consider a broader range of issues than FHWA requires for the Location Hydraulic Study, and is usually part of the information required to deal with the Corps of Engineers in the 404 permit process.

- Prepare technical report.
- Prepare abstract for inclusion in Environmental Document text.
- Prepare transmittal memo outlining study results, potential significance of impacts and significance criteria, and proposed mitigation measures.

#### **165.10.65 Paleontology Study**

Tasks involved with the identification and evaluation of paleontological resources within the project's study area.

- Identification of geologic strata potentially affected by project related activities (including borrow sites, cuts and haul roads) and assessment of its potential to contain significant paleontological resources.
- Literature search of paleontological resources in the region.
- Consultation with paleontologists with expertise in the region.
- Develop preliminary mitigation plan, if necessary.
- Develop summary report of conclusions for inclusion in the Environmental Document.
- Prepare Paleontological Identification Report (PIR), if not prepared for PID.
- Prepare Paleontological Evaluation Report (PER).
- Prepare Paleontological Monitoring Plan (PMP).

#### **165.10.70 Wild and Scenic Rivers Coordination**

Tasks involved with the identification and evaluation of wild and scenic rivers within the project's study area.

- Identification of all river reaches officially designated as being part of the National Wild and Scenic River System and official "study" river.
- Identification of all river reaches officially designated as "wild", "scenic", or "recreational" by the California Resources Agency.
- Prepare summary report of conclusions for inclusion in the Environmental Document.

#### **165.10.75 Environmental Commitments Record**

Prepare and/or update the Environmental Commitments Record (ECR) and its associated documentation (e.g., Mitigation Monitoring and Reporting Record (MMRR) or Permits, Agreements and Mitigation (PAM)). In the case of a CE, transmit to Design for inclusion into the PS&E package. The ECR is used as a part of the Environmental input for the RE Pending File, Environmental Certification at RTL, and the Certificate of Environmental Compliance upon completion of construction of the project.

### **165.10.80 Hazardous Waste Initial Site Assessments/Investigations**

Hazardous waste Initial Site Assessments (ISA) are required for all projects. This information should have been acquired during the previous phase in order to properly complete the PEAR and PID. If an ISA was not completed during the planning phase, its costs should be captured here.

### **165.10.85 Hazardous Waste Preliminary Site Investigations**

Perform all activities related to one or more Preliminary Site Investigations (PSIs) as defined under procedures, and prepare a technical report documenting study results.

- Review and, if necessary, update Initial Site Assessment.
- Prepare technical report.
- Prepare abstract for inclusion in Environmental Document text.
- Prepare transmittal memo outlining study results, potential significance of impacts and significance criteria, and proposed mitigation measures.

### **165.10.99 Other Environmental Studies**

All other work, during the General Environmental Studies efforts, not defined or covered in other 165.10 elements.

### **165.15 Biological Studies**

Perform all activities related to preparing Biological Studies Reports necessary for the preparation of the project's Environmental Document related to the project.

- Review of project initiation package
- Conduct literature review and windshield study
- Review the Biology section of the Preliminary Environmental Assessment Report (PEAR)
- Review project documents and perform information search
- Evaluate which potential studies or surveys may be necessary
- Assess potential for biological resources to occur in project area
- Select protocols for conducting biological surveys
- Coordinate with SANBAG, Caltrans and resource agencies
- Conduct required focused surveys to determine presence/absence of federally and State-listed species within site during appropriate seasons, daytime hours, durations, and repetitions depending on the species and the protocol from the appropriate resource agency and with consideration to the project schedule.
- Resource agency and property owner notifications shall be made by the consultant, where required.
- Secure all required permits
- Record and map location of the species on an aerial photograph
- Prepare a Survey Report to include a report of findings:
  - Site location plotted on U.S. Geological Survey (USGS) 7.5-minute topographic map;
  - Description of survey methods including list of all biologists, acreage of habitat surveyed, and the number and dates of the surveys;

- Mapping of the precise location of any sensitive plants, if observed;
- Estimation of population numbers, if observed;
- If required prepare morphological analysis in order to differentiate the federally species form other related species.
- If trapping occurs, all animals captured will be identified to species, sexed, assessed for reproductive condition and age, marked, weighed, and released;
- If necessary provide relocation services; and
- Completed field forms for the appropriate resource agency showing the location of the sensitive species, if observed.

#### **165.15.05 Biological Assessment**

Perform all tasks related to endangered species and other studies required to complete a Biological Assessment report.

- Obtain endangered species list for project area.
- Perform presence/absence and other field studies.
- Determine effect on species.
- Perform formal and informal coordination with resource agencies and document the same.
- Prepare Biological Assessment Report.
- Prepare abstract (s) for inclusion in the Natural Environmental Study and Environmental Document
- Prepare memo discussing recommended and/or required mitigation measures

#### **165.15.10 Wetlands Study**

Perform all tasks related to identifying, studying project effects on, and determining mitigation for wetlands in the project area, and prepare a report.

- Coordinate endangered species information with Biological Assessment work.
- Delineate wetlands in the project area to Corps of Engineers standards, and obtain Corps approval of delineation.
- Evaluate, quantify, and map temporary and permanent impacts to the waters of the U.S.
- If required, prepare a hydrogeomorphic method (HGM), rapid assessment, or other reports
- Determine effect on species and amount/type of wetlands affected.
- Prepare technical report.
- Wetland Delineation materials
- Prepare abstract(s) for inclusion in Natural Environment Study and Environmental Document text.
- Memo discussing recommended and/or required mitigation measures

#### **165.15.15 Resource Agency Permit Related Coordination**

Effort involved directly with formal consultation and coordination required in order to complete the biological studies. This work may result from studies done under any of the other biological task areas and may be required in order to complete those studies. The purpose of separating this effort is to identify the workload involved with permit and mandatory consultation work in the

biology field. The intent of this activity is to gain consensus with the resource agencies on the impacts and mitigation's on the proposed alternatives necessary for completion of the Draft Environmental Document (DED).

- Obtain concurrence by the Corps of Engineers with initial purpose and need and range of alternatives, per NEPA/404 MOU requirements.
- Coordinate work with Biological Assessment, Wetlands Study, and Natural Environment Study work.
- Perform Section 7 and/or Section 10 consultation with the U.S. Fish & Wildlife Service.
- Perform formal consultation and obtain concurrence in biological and wetland studies under the NEPA/404 Coordination MOU process.
- Perform early consultation with California Department of Fish and Game regarding biology issues related to possible Section 1600 permits.
- Perform formal and informal biology-related coordination with other resource agencies as needed.
- Prepare and submit preliminary Section 404 permit application to the Army Corps of Engineers per NEPA/404 Memorandum of Understanding (MOU).
- Prepare and submit Section 408 permit application to the San Bernardino County Flood Control District
- Migratory Bird Act (U.S. Fish and Wildlife Service)
- Fish and Game Code 2081 or 2080.1 (California Department of Fish and Wildlife)
- Fish and Game code 1002 and Title 14 Sections 650 and 670.1 (California Department of Fish and Wildlife)

#### **165.15.20 Natural Environment Study (NES) Report**

Based on information developed in the Biological Assessment and Wetlands Study reports, and other information as directed by technical guidance, prepare a Natural Environment Study (NES) Report. This report is the master document covering compliance with biological study and consultation requirements, and providing language and mitigation measures for use in the Environmental Document.

- Review other biological study work.
- Prepare technical report.
- Prepare abstract for inclusion in Environmental Document text.
- Prepare transmittal memo outlining study results, potential significance of impacts and significance criteria, and proposed mitigation measures.

#### **165.15.99 Other Biological Studies**

All other work, during the Biological Studies efforts, not defined or covered in other 165.15 elements.

#### **165.20 Cultural Resource Studies**

Perform studies and prepare cultural resources (archaeological, historical, and architectural reports) in order to comply with the requirements of CEQA, NEPA, Section 106 of the National Historic Preservation Act, and Section 5024 of the California Public Resources Code. Included is consultation with Native American communities. Produce documentation (e.g., from FHWA

or State Historic Preservation Officer (SHPO)) that compliance with applicable Federal and/or state cultural resource laws and regulations has been achieved.

#### **165.20.05 Archaeological Survey**

Archaeological Survey Report (ASR) that details study methods and results.

##### **165.20.05.05 Area of Potential Effects/Study Area Maps**

Specialist will prepare an Area of Potential Effects (APE) maps for projects with a Federal nexus and Study Area maps for those with State-only involvement.

##### **165.20.05.10 Native American Consultation**

Consult with federally recognized tribes and California Indian traditional cultural leaders, unrecognized groups, and individuals on their concerns regarding project activities.

Simultaneously, these efforts also include identifying other cultural concerns and areas of cultural significance that a proposed project may impact and that, under environmental law, may need to be addressed. Consultation includes identification, evaluation, determination of effects, and treatment of archaeological resources. In addition, consultation includes identification of areas important to Native Americans that may be unrecognized by people outside the culture. These include sacred sites, plant-gathering areas, and certain historic properties that are referred to as Traditional Cultural Properties. This activity will include the following subtasks:

165.20.05.15 Records and Literature Search

165.20.05.20 Field Survey

165.20.05.25 Archaeological Survey Report (ASR)

165.20.05.99 Other Archaeological Survey Products

#### **165.20.10 Extended Phase I Archaeological Studies**

If required, specialist may be asked to prepare an Extended Phase I (XPI) study is an extension of the identification phase for archaeological resources, meeting the requirements of 36 CFR 800.4(b), “to identify historic properties within the area of potential effects,” and similar requirements under CEQA. The XPI Proposal is used to explain the reasons for the XPI study, to describe the proposed field methods, and will be used as the basis for determining when the study goals have been met and fieldwork can cease. Refer to the Standard Environmental Reference, Chapter 5, Section 5.5 for a complete discussion of Extended Phase I studies. Subtasks include:

165.20.10.05 Native American Consultation

165.20.10.10 Extended Phase 1 Proposal

165.20.10.15 Extended Phase I Field Investigation

165.20.10.20 Extended Phase I Materials Analysis

165.20.10.25 Extended Phase I Report

##### **165.20.10.99 Other Extended Phase I Archaeological Study Products**

All other work, during the Extended Phase I Archaeological Studies efforts, not defined or

covered in other 165.20.10 elements.

### **165.20.15 Phase II Archaeological Studies**

A Phase II report is a technical report detailing the methods and results of Phase II studies for projects involving only one alternative or projects where all alternatives have the same impacts on all archaeological resources. Activities included are:

- 165.20.15.05 Native American Consultation
- 165.20.15.10 Phase II Proposal
- 165.20.15.15 Phase II Field Investigation
- 165.20.15.20 Phase II Materials Analysis
- 165.20.15.25 Phase II Report

### **165.20.15.99 Other Extended Phase II Archaeological Study Products**

This task covers all other work, during the Extended Phase II Archaeological Studies efforts, not defined or covered in other 165.20.15 elements.

### **165.20.20 Historical and Architectural Resource Studies**

Produce technical report(s) detailing the methods and results of the Historic and Architectural Resource studies. Activities included are:

- 165.20.20.05 Preliminary Area of Potential Effects/Study Area Maps for Architecture
- 165.20.20.10 Historic Resource Evaluation Reports - Archaeology
- 165.20.20.15 Historic Resource Evaluation Reports - Architecture
- 165.20.20.20 Bridge Evaluation

### **165.20.25 Cultural Resource Compliance Consultation Documents**

Compliance documents submitted to FHWA and/or the State Historic Preservation Officer (SHPO) for concurrence regarding resource identification, significance, project effects, and mitigation measures. Activities included are:

- 165.20.25.05 Final Area of Potential Effects/Study Area Maps
- 165.20.25.10 PRC 5024.5 Consultation
- 165.20.25.15 Historic Property Survey Reports / Historic Resource Compliance Reports
- 165.20.25.20 Finding of Effect (FOE)
- 165.20.25.25 Archaeological Data Recovery Plan/Treatment Plan
- 165.20.25.30 Memorandum of Agreement (MOA)
- 165.20.25.99 Other Cultural Resource Compliance Consultation Products

### **165.25 Draft Environmental Document**

Prepare Draft Environmental Document (DED) with all attachments or Categorical Exemption/Categorical Exclusion documentation. Conduct all necessary in-house and external reviews (NEPA and CEQA documents) and obtain U.S. DOT (Federal Highways (FHWA), FTA, or other Administration) approval to circulate NEPA Document.

### **165.25.05 Draft Environmental Document Analysis**

Analyze technical studies and prepare DED (CEQA draft ND/IS or EIR; NEPA draft EA or EIS; typically combination CEQA/NEPA document). Activity includes the coordination of the studies required for the ED.

#### **165.25.10 Section 4(f) Evaluation**

For projects with USDOT involvement where the project “uses” public owned lands of a public park, recreation area or wildlife and waterfowl refuge of national, state, or local significance or historic or archaeological sites listed or eligible for the Nation Register of Historic Places are impacted by the project, Specialist will determine whether the “use” is de minimus or qualifies for a programmatic Section 4(f). Specialist will perform an analysis to determine whether there is one or more feasible and prudent avoidance alternatives to the “use” of the Section 4(f) p

#### **165.25.15 Categorical Exemption / Categorical Exclusion (CE) Determination**

Includes review, circulation and approval.

#### **165.25.20 Environmental Quality Control & Other Reviews**

Carry out formal and informal review of DED within Consultant’s firm and as a peer review activity, including all required quality control reviews. Revise DED as required addressing any comments. Prepare Quality Control Review Certification.

#### **165.25.25 Approval to Circulate Resolution**

Includes time and effort required to resolve comments.

#### **165.25.99 Other Draft Environmental Document Products**

All other work, during the Draft Environmental Document efforts, not defined or covered in other 165.25 elements.

#### **175.05 DED Circulation**

Preparation and circulation of the DED, this effort does not include the public hearing process and responding to comments.

#### **175.05.05 Master Distribution and Invitation Lists**

Update the project’s existing mailing list and prepare the distribution list for all interested individuals, groups, and governmental agencies.

#### **175.05.10 Notices Regarding Public Hearing & Availability of Draft Environmental Document**

This includes all efforts required to prepare and issue a Notice of Availability for the DED, mail notifications of the public hearing, either the published "Notice of Opportunity" or the first published public hearing notice.

#### **175.05.15 DED Publication and Circulation**

Includes formal public circulation period, publishing/reproduction (including both paper and electronic formats) and mailing of the DED. This activity does not include the public hearing process and responding to comments. Includes providing documents to SANBAG or Caltrans for transmittal of DED to CTC and preparation of CTC agenda item.

**175.05.99 Other DED Circulation Products**

All other work, during the DED Circulation efforts, not defined or covered in other 175.05 elements.

**175.10 Public Hearing**

Perform all tasks for the purpose of preparing and holding Public Hearing for a project.

**175.10.05 Need for Public Hearing Determination**

Based upon the response to the "Notice of Opportunity" for a public hearing, meetings are scheduled with the interested parties to determine if a public hearing is required.

**175.10.10 Public Hearing Logistics**

Arrange for Public Hearing Logistic - Includes all formal arrangements for the public hearing including:

- Select and obtain public hearing officer
- Obtain hearing room
- Obtain security
- Obtain court reporter
- Obtain language interpreters
- Prepare handouts

**175.10.15 Displays for Public Hearing**

Preparation of any displays, exhibits, equipment, signs, models, or other physical features for use at the public hearing.

**175.10.20 Second Notices of Public Hearing and Availability of DED**

This includes the second published and all subsequent public hearing notice and general publicity regarding the public hearing. Including:

- Display ads
- Flyers or newsletters mailed / distributed to residents and interested parties
- Notices on bulletin boards in public places
- Press release to all media
- Distribution of notices through schools and service clubs
- Copies of the notice sent to OPPD & FHWA
- Availability of DED

**175.10.25 Map Display and Public Hearing Plan****175.10.30 Display Public Hearing Maps**

Includes either formal or informal display of the maps to be shown at the public hearing, prior to the public hearing.

**175.10.35 Public Hearing**

Includes all remaining activities relating to holding the public hearing.

**175.10.40 Record of Public Hearing**

Prepare record of public hearing.

**175.10.99 Other Public Hearing Products**

All other work, during the Public Hearing efforts, not defined or covered in other 175.10 elements.

**175.15 Public Comment Responses and Correspondence**

Includes the formal response to comments on the DED for the preparation of the Final Environmental Document (FED).

**175.20 Project Preferred Alternative**

Identify the project's preferred alternative to be carried forward in the Project Report (PR) and Final Environmental Document (FED).

- Assemble all the data needed to make the selection of the preferred alternative.
- PDT and other meetings to select the preferred alternative.
- Prepare and submit to the NEPA/404 Agencies, a request for concurrence with the Least Environmentally Damaging Practicable Alternative (LEDPA) determination and conceptual mitigation plan.

**180.10.05 Approved Final Environmental Document**

Includes efforts required to prepare and obtain approval of the Final Environmental Document (FED).

**180.10.05.05 Draft Final Environmental Document Review**

Includes reproduction of draft FED, performance of internal district and required QA/QC reviews, and documentation of comments received.

**180.10.05.10 Revised Draft Final Environmental Document**

Includes modification of Final Environmental Document (FED) in response to all comments received as a result of internal district and required QA/QC reviews and consideration of the following:

180.10.05.15 Section 4(f) Evaluation

180.10.05.20 Findings

180.10.05.25 Statement of Overriding Considerations

180.10.05.30 CEQA Certification

**180.10.05.40 Section 106 Consultation and MOA**

All technical studies, reports, coordination, and agreements associated with completing Section 106 Consultation for projects involving multiple alignments where the preferred alternative identified until after circulation of the Draft Environmental Document. Efforts may include:

- Performing Phase II Archaeological Studies for the Preferred Alternative (including Native American Consultation, proposal preparation, field investigations, analysis, and report preparation).
- Prepare and Process Supplemental Cultural Resources Compliance Documents for the Preferred Alternative (including preparation of Final Area of Potential Effect map, Supplemental Historic Property Survey Report, Finding of Effect, Archaeological Data Recovery Plan/Treatment Plan, and Memorandum of Agreement (MOA)).
- Processing of supplemental compliance documents through FHWA and/or the State Historic Preservation Officer for concurrence on resource significance, project effects, and mitigation measures.

#### **180.10.05.45 Section 7 Consultation**

If necessary perform the following:

- 180.10.05.50 Final Section 4(f) Statement
- 180.10.05.55 Floodplain Only Practicable Alternative Finding
- 180.10.05.60 Wetlands Only Practicable Alternative Finding
- 180.10.05.65 Section 404 Compliance

If necessary, obtain a permit, achieve acceptance of stipulations, or assist in constructing/coordination of some other agreement.

#### **180.10.05.70 Mitigation Measures**

Assist in determining mitigation measures, negotiating, finding and securing mitigation measures.

#### **180.10.10 Public Distribution of FED and Respond To Comments**

Includes publication/reproduction (including both paper and electronic formats), preparation of a transmittal letter, publication of the Notice of Availability, transmittal of copies of the Federal Register, and distribution of the Final Environmental Document (FED). Includes transmittal of Final Environmental Document (FED) to CTC, preparation of CTC agenda item and respond to comments on the FED.

#### **180.10.15 Final Right of Way Relocation Impact Document**

Complete and update the draft Right of Way Impact Study done during the DED phase.

#### **180.10.99 Other FED Products**

All other work, during the FED efforts, not defined or covered in other 180.10 elements.

#### **180.15 Completed Environmental Document**

Prepare the Notice of Determination (NOD) and Record of Decision (ROD) and obtain FHWA approval of the ROD.

#### **180.15.05 Record of Decision (NEPA)**

Includes efforts required to draft and obtain Federal approval of the Record of Decision

(ROD)

**180.15.10 Notice of Determination (CEQA)**

Includes preparation of Notice of Determination (NOD,) making and sending copies to HQ, CTC action, and filing with the Office of Planning and Research.

**180.15.20 Environmental Commitments Record**

Includes preparing or updating of the Environmental Commitments Record (ECR) and its associated documentation (e.g., Mitigation Monitoring and Reporting Record (MMRR) or Permits, Agreements, and Mitigation (PAM)) for transmission to Design for PS&E. The ECR is used as a part of the Environmental input for the RE Pending File, Environmental Certification at the conclusion of PS&E, and the Certificate of Environmental Compliance at the conclusion of construction.

**180.15.99 Other Completed Environmental Document Products**

All other work, during the Completed Environmental Document efforts, not defined or covered in other elements.

DESIGN PHASE

**205.05 Required Permits**

This activity includes all work required in order to determine what permits may be required or may not be required and for assisting in all activities leading to securing permits.

**205.10 Permits**

All work involved in obtaining permits, including:

- Discussions and negotiations with the permitting agency.
- Preparation of the permit and attachments such as exhibits, maps, etc.
- Obtain funds for any required permit fee.
- Submit permit application.

Partial listing of Permits:

205.10.05 U.S. Army Corps of Engineers Permit (404)

205.10.10 U.S. Forest Service Permit(s)

205.10.20 Department of Fish and Game 1600 Agreement(s)

205.10.30 Local Agency Concurrence/Permit

Perform any coordination necessary with the local agency(ies) to obtain concurrence from the appropriate local agency(ies) when state highway construction impacts existing local facilities.

**205.10.40 Waste Discharge (NPDES) Permit(s)**

Includes all effort needed to obtain a National Pollutant Discharge Elimination System (NPDES) permit.

**205.10.45 U.S. Fish and Wildlife Service Approval**

Includes all effort needed to obtain Service approval.

**205.10.50 Regional Water Quality Control Board 401 Permit**

Includes all effort needed to obtain a 401 permit.

#### **205.10.60 Updated ECR**

Includes all efforts necessary to update the Environmental Commitments Record (ECR).

#### **205.10.95 Other Permits**

Includes all permits not listed above, such as flood control district or other permits.

### **CONSTRUCTION PHASE**

#### **235.05 Environmental Mitigation**

All work involved in order to accomplish environmental mitigation as determined in the Final Environmental Document (FED) and associated regulatory permits and agreements.

##### **235.05.05 Historical Structures Mitigation**

All work to move, sell, rehabilitate, or provide landscape buffers for historic structures. Includes historic buildings and historic engineering features such as bridges, roads, trails, canals, and railroads.

- Marketing Plan
- Historic American Building Survey (HABS) recordation
- Historic American Engineering Record (HAER)
- Prepare mitigation report for FHWA, State Historic Preservation Office (SHPO), and Advisory Council on Historic Preservation (ACHP) submittal

##### **235.05.10 Archaeological and Cultural Mitigation**

Recover archaeological data (Phase III) and perform other research related to the site's National Register of Historic Places (NRHP) eligibility (excavation, analyses, report preparation, and distribution). This activity is only applicable when an archaeological site is eligible for the National Register of Historic Places for its research potential under Criterion "d". This activity also includes non-excavation work related to the data recovery. Publish Phase III final report on results of excavation and research, produce a curated collection, and fulfill mitigation requirements.

- Pre-excavation burial agreement with Native Americans.
- Arrangements for Native American monitors.
- Curation agreement.
- Site mapping.
- Right of Entry, if needed.
- Site visit with consultants and Native Americans.
- All field work.
- Analyses of recovered materials.
- Repatriations of human remains and sacred objects, if recovered.
- Preparation, submittal, and review of draft report on excavations
- Publish Phase III final report.
- Transfer collection and field notes and pay fees to curation facility.
- Transmit final report to FHWA, SHPO, ACHP, tribes, and the scientific community and obtain approval letters if required.

- Establish an Environmental Sensitive Area (ESA) to protect remaining portions of site.

#### **235.05.15 Biological Mitigation**

Perform the design and monitoring of all biological mitigation measures as outlined in the final environmental document and included as a part of the parent project that created the impact. In the event that permit renewals or extensions result in new or changed requirements, the Environmental Commitments Record (ECR) and related documents (e.g., MMRR), RE Pending File, Environmental Certification at RTL, and similar documents must also be updated.

- Prepare Mitigation Monitoring Plan
- Design and delineation of mitigation measures into project plans.
- Preparation of special provisions
- Reviews by affected units and regulatory agencies.
- Prepare and distribute monitoring reports.
- Prepare and submit permit renewal and extension requests to resource agencies.
- Train field personnel

#### **235.05.25 Paleontology Mitigation**

All tasks related to the monitoring for or recovery of paleontological resources affected by the project related activities, contract (or task order) oversight, coordination and monitoring of field work, report review.

- Prepare, review and update, as necessary, the Paleontological Mitigation Plan (PMP).
- Train field personnel, if required.
- Prepare reports on mitigation work .
- Prepare a Paleontological Stewardship Summary.

#### **235.05.99 Other Environmental Mitigation Products**

All other work, during the Environmental Mitigation efforts, not defined or covered in other elements.

#### **235.10 Detailed Site Investigation for Hazardous Waste**

Perform a detailed Site Investigation (SI) through development of a task order using the District/Region's on-call contract. The investigation should fully characterize the contamination, identify appropriate and feasible cleanup alternatives, and estimate cleanup costs.

##### **235.10.05 Right or Permit for Hazardous Waste Site Investigations (SI)**

Obtain right or permit to enter, or request the same from SANBAG, to access an identified property for the purpose of conducting a hazardous waste site investigation. Adequate time should be requested in the right or permit to ensure completion of the detailed SI.

##### **235.10.10 Hazardous Waste Sites Survey**

Determine which identified sites require a detailed site investigation.

##### **235.10.15 Detailed Hazardous Waste Site Investigation SI**

Develop a workplan for conducting a Detailed Site Investigation (DSI) and feasibility studies and/or conduct the detailed SI. Consultants work under the direction and control of SANBAG with coordination of the Caltrans District 8 Hazardous Waste Coordinator or other assigned staff.

### **235.15 Hazardous Waste Management Plan**

The remedial investigation and feasibility studies of potential mitigation strategies for the site constitute the Hazardous Waste Management Plan (HWMP). A part of the HWMP is the Remedial Action Plan (RAP). This is the actual plan necessary for implementing the remediation.

- Develop RAP
- Review RAP and determine scope of HWMP
- Develop HWMP
- Approve HWMP

### **235.25 Hazardous Waste Clean-up**

Hazardous Waste Technical Specialists provide support and/or manage remediation during construction. Prepare work plan, coordinate with resource/regulatory agencies, perform remediation and complete a cleanup report if required by a resource/regulatory agency.

### **235.30 Hazardous Substances Disclosure Document (HSDD)**

Hazardous Waste Technical Staff prepare and approve the HSDD, including validation of site investigation findings and cleanup completed by others. If a proposed property acquisition is located outside the boundary of previous hazardous waste studies for the project, additional investigations may be needed before acquisition. If prior studies indicate that a situation exists where some action by the existing owner is required, progress of that action (including tank removal), if any, will be assessed and further recommendations made as needed before the HSDD can be approved.

- Review of R/W Certification for consistency with prior project scope.
- Field review of site
- Verification of status of any recommended remediation (tank removal) by owner
- Preparation and approval of the Certificate of Sufficiency for acquisition

### **235.35 Long Term Mitigation Monitoring**

Work involved in the monitoring of mitigation sites over an extended period to ensure compliance with objectives of the permit issued by the regulatory agency.

- Field review of site
- Develop and submit performance reports to the regulatory agency
- Perform remedial action to correct deficiencies

### **235.40 Updated Environmental Commitments Record**

Includes all efforts necessary to update the Environmental Commitments Record (ECR) and its associated documentation (e.g., Mitigation Monitoring and Reporting Record (MMRR) or Permits, Agreements, and Mitigation (PAM)) prepared. The updated ECR must be coordinated

with Design. The ECR is used as a part of the Environmental input for the RE Pending File, Environmental Certification at the conclusion of PS&E, and the Certificate of Environmental Compliance at the conclusion of construction.

### **255.15 Environmental Reevaluation**

This activity is initiated when there are changes in any factors that might affect the validity of the project's Environmental Document (ED) or CE Determination. Pertinent factors include, but are not limited to, changes in the project scope, identification of new issues, and changes in laws or regulations as they apply to the project. Reevaluation is required for Federal nexus projects at each project decision point and three years after completion of the ED or CE. In the event that permit renewals or extensions result in new or changed requirements, the Environmental Commitments Record, Mitigation Monitoring and Reporting Record, RE Pending File, and similar documents must also be updated.

Note: FED's are only valid for three years; consequently this activity may be required more than once. Technical studies that may be required to assess the new impacts includes but is not limited to: biological, archaeological, visual and noise studies.

- Drafting review and approval of the reevaluation.
- Prepare and submit permit renewal and extension requests to resource agencies.

### **260.75 Environmental Certification at RTL**

This activity includes all environmental work necessary to review the PS&E and for the Environmental Branch Chief, or designee, to complete the Environmental Certification. NOTE: This Certification is based on a "snapshot" of the Environmental Commitments Record (ECR), or similar document (e.g., Mitigation Monitoring and Reporting Record), which is also used to provide Environmental's staff input for the Resident Engineer's File.

### **195.40.30 Hazardous Waste and Hazardous Materials**

Monitoring state-owned properties for potential hazardous waste and hazardous materials. Includes coordinating with the Caltrans and tenants for cleanup.

### **295.35 Certificate of Environmental Compliance**

The purpose of the certificate is to document the Department's environmental compliance efforts for all measures specified in final environmental (or other project) documents and to inform all project stakeholders (including regulatory agencies) as to the outcome of the mitigation efforts. The information contained in this Certificate should be based on the Environmental Commitments Record (ECR), or similarly summary, initiated during PA&ED.

The ECR is also used for Environmental Certification at RTL and for input into the RE Pending File. The Certificate should contain, as a minimum, the following information summaries:

- Brief project descriptions including county, route, PM, and EA
- Impacts
- Mitigation associated with each impact
- Mitigation completed according to agreements and the agency with which that agreement was reached and the date it was completed.

- Mitigation not completed according to agreements, why it was not so accomplished, what was done instead, and when that was completed.
- Updated Environmental Commitments Records (or similar, e.g., Mitigation Monitoring and Reporting Record) to cover any on-going future commitments (copies must be provided to the impacted units (e.g., Maintenance).

#### **295.40 Long Term Environmental Mitigation/Mitigation Monitoring After Construction Contract Acceptance**

This task includes mitigation or monitoring of mitigation after Construction Contract Acceptance over an extended period to ensure compliance with resource and regulatory agency permits and agreements. The updated Environmental Commitments Records should be filed with SANBAG as evidence that SANBAG has met its obligation to fully document environmental compliance efforts for projects.

## *Minute Action*

### AGENDA ITEM: 7

**Date:** *November 13, 2014*

**Subject:**

Interstate 10 (I-10) University Street Project

**Recommendation:**

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

A. Approve award of Contract No. C14163 with ADVANTEC Consulting Engineering, Inc. for I-10 University Street Interchange Project Professional Services for the Permit Engineering Evaluation Report, the Project Approval & Environmental Document, the Plans, Specifications, and Estimates, and Design Support Services during the Right-of-Way and construction phases in an amount not-to-exceed \$881,643.

B. Approve a contingency amount for Contract No. C14163 of \$88,164 and authorize the Executive Director or designee to release contingency as necessary for the project.

**Background:**

On January 14, 2014, the SANBAG Executive Director authorized the advertisement of Request for Proposal (RFP) 14047 for Professional Services for the University Street Interchange Project at I-10 in the City of Redlands in accordance with SANBAG Contracting Procurement Policy 11000, Section VII.B.1. The scope of work for the lump sum RFP included Permit Engineering Evaluation Report, the Project Approval & Environmental Document, the Plans, Specifications, and Estimates, and Design Support Services during the Right-of-Way and Construction phases.

On January 21, 2014, RFP 14047 was released and published on SANBAG's website. Approximately 248 firms were notified of the RFP. A pre-proposal conference was held on February 13, 2014, which was attended by 21 people representing 18 firms. On March 6, 2014, three proposals were received: ADVANTEC Consulting, KOA and TCR.

During the evaluation of the proposals, the Board of Directors clearly voiced concern over lump sum reimbursement contracts when considering a cost increase on a lump sum contract for Interstate 215 at Mount Vernon/Washington. As a result of the Board's concern, staff terminated the ongoing solicitation, redrafted the RFP and contract to eliminate the lump sum reimbursement references and to identify the reimbursement type as "specified hourly rate".

On June 12, 2014, the SANBAG Executive Director authorized the advertisement of the Request for Proposal (RFP) 14163 with a specified hourly rate contract. This revised solicitation was released and published on SANBAG's website on June 13, 2014. Approximately 342 firms

*Entity: CTA*

were notified of the RFP. A pre-proposal conference was held on June 25, 2014, which was attended by 16 people representing 12 firms. On July 23, 2014, five proposals were received. The five firms and location are listed below in alphabetical order:

**Firm & Location**

ADVANTEC Consulting Engineering, Inc.  
 Ontario, CA

CH2MHILL  
 Riverside, CA

Hernandez, Kroone & Associates  
 San Bernardino, CA

KOA Corporation  
 Ontario, CA

TRC  
 Irvine, CA

An evaluation committee consisting of representatives from the City of Redlands, Department of Transportation (Caltrans), and SANBAG evaluated the proposals based on the following evaluation criteria:

- Qualifications of the Firm
- Staffing and Project Organization
- Work Plan

Since the work being performed is considered Architectural & Engineering Services, cost and price is not considered evaluation criteria pursuant to the Brooks Act. The evaluation criteria are consistent with other similar procurements. For the proposal, the work plan and the proposed staffing had the same weight and importance. The RFP identified that overall scoring would weigh the interview and the technical proposal as 60% and 40%, respectively.

On August 6, the evaluation committee reviewed all proposals based on the evaluation criteria. Scores for two of the firms were substantially higher than the scores of the remaining three firms. As a result, the evaluation committee interviewed the two firms most technically qualified (listed below in alphabetical order):

- ADVANTEC Consulting Engineering, Inc.
- KOA Corporation

Interviews were held on August 19, 2014. The selection panel unanimously agreed that ADVANTEC Consulting Engineering, Inc. was the most qualified to provide the services requested. The selection panel was impressed with the project manager, who demonstrated

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leadership and exhibited a cohesive team. Together the project manager and team identified project challenges and provided solutions from a perspective and approach that was location specific and comprehensive, with an emphasis on coordination. In addition, they provided distinctive detailed knowledge of procedures and processes, demonstrating in depth experience.

Staff recommends approval of Contract No. C14163 with ADVANTEC Consulting Engineering, Inc. for I-10 University Street Interchange Project in an amount not-to-exceed \$881,643; establishment of a contingency amount for Contract No. C14163 of \$88,164 and authorization of the Executive Director or designee to release contingency as necessary for the project. This contract and contingency amount exceeds the estimate in the cooperative agreement between SANBAG and the City of Redlands. The City has approved proceeding to award of contract while the cooperative agreement is updated to include the award amount and the current total project cost estimate. The award amount also exceeds the estimate in the Ten-Year Delivery Plan; staff has confirmed that there is sufficient cash flow to support the award.

***Financial Impact:***

This item is consistent with the adopted SANBAG Fiscal Year 2014/2015 budget under Task No. 0899. The funding sources are MSI Valley Freeway Interchange Fund and City of Redlands.

***Reviewed By:***

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

***Responsible Staff:***

Paula Beauchamp, Project Delivery Manager



## CONTRACT SUMMARY SHEET

Contract No. C 14163 Amendment No. 0

By and Between

San Bernardino County Transportation Authority and ADVANTEC Consulting Engineers, Inc

Contract Description I-10 University Street Interchange Professional Service Contract

<b>Board of Director's Meeting Date:</b> 12/03/14	
<b>Overview of BOD Action:</b> Award contract for professional services for the Permit Engineering Evaluation Report, the Project Approval & Environmental Document, the Plans, Specifications, and Estimates, and design support services during the right-of-way and construction phases.	
<b>Is this a Sole-Source procurement?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

CONTRACT OVERVIEW			
Original Contract Amount	\$	881,643	Original Contingency Amount
			\$ 88,164
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>
			\$
Current Amendment Amount	\$		Contingency Amendment
			\$
<b>TOTAL CONTRACT VALUE</b>	\$	881,643	<b>TOTAL CONTINGENCY VALUE</b>
			\$ 88,164
<b>TOTAL BUDGET AUTHORITY</b> <i>(contract value + contingency)</i>			\$ \$969,807

<b>Contract Start Date</b> 01/05/15	<b>Current Contract Expiration Date</b> 12/31/19	<b>Revised Contract Expiration Date</b>
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

FINANCIAL INFORMATION	
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>0899</u> .	
<input type="checkbox"/> A Budget Amendment is required.	
How are we funding current FY? MSI Valley Freeway Interchange Fund and City of Redlands	
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds <input checked="" type="checkbox"/> Local Funds <input type="checkbox"/> TDA Funds <input checked="" type="checkbox"/> Measure I Funds
Provide Brief Overview of the <b>Overall</b> Funding for the duration of the Contract: MSI Valley Freeway Interchange Fund and City of Redlands	
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	

CONTRACT MANAGEMENT INFORMATION	
<b>Check all applicable boxes:</b>	
<input type="checkbox"/> Retention? If yes, indicate % _____.	
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE) Goal _____ %	

Andrea Nieto	10.09.14
Project Manager (Print Name)	Signature <span style="float: right;">Date</span>
Garry Cohoe	10.14.14
Task Manager (Print Name)	Signature <span style="float: right;">Date</span>
Andrea Zureick	10/15/14
Dir. of Fund Admin. & Programming (Print Name)	Signature <span style="float: right;">Date</span>
Jeffery Hill	10/20/14
Contract Administrator (Print Name)	Signature <span style="float: right;">Date</span>
Bill Stawarski	10/22/14
Chief Financial Officer (Print Name)	Signature <span style="float: right;">Date</span>

**CONTRACT No. C14163****BY AND BETWEEN****SANBAG****AND****ADVANTEC CONSULTING ENGINEERS, INC.****FOR****PERMIT ENGINEERING EVALUATION REPORT, THE PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT, PLANS, SPECIFICATIONS, AND ESTIMATES, AND DESIGN SUPPORT SERVICES DURING THE RIGHT-OF-WAY AND CONSTRUCTION PHASES OF THE INTERSTATE 10/UNIVERSITY INTERCHANGE PROJECT**

This contract (referred to as “Contract”), is made and entered into by and between the San Bernardino Associated Governments, acting in its capacity as San Bernardino County Transportation Authority, (“SANBAG”), whose address is 1170 W. 3rd Street, 2<sup>nd</sup> Floor, San Bernardino, California 92410-1715; and ADVANTEC Consulting Engineers, Inc. (“CONSULTANT”) whose address is: 3200 Guasti Road, Suite 100, Ontario CA 91761. SANBAG and CONSULTANT are each a “Party” and collectively the “Parties”.

**RECITALS:**

**WHEREAS**, SANBAG requires engineering services 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 Article 2. entitled “Project Description/Scope of Work” and the approved CONSULTANT’s cost proposal dated November 2, 2014. The approved CONSULTANT’s Cost Proposal is attached hereto as Exhibit B and incorporated herein by reference. If there is any conflict between the approved Cost Proposal and this Contract, the Contract takes precedence.
- 1.2 CONSULTANT agrees to indemnify and hold harmless SANBAG, 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. The CONSULTANT will reimburse SANBAG for any expenditure, including reasonable attorney fees, incurred by SANBAG 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 SANBAG.
- 1.4 SANBAG may terminate this Contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, SANBAG may proceed with the Work in any manner deemed proper by SANBAG. If SANBAG terminates this Contract with CONSULTANT, SANBAG shall pay CONSULTANT the sum due to CONSULTANT under this Contract prior to termination, unless the cost of completion to SANBAG exceeds the funds remaining in the Contract. In which case the overage shall be deducted from any sum due CONSULTANT under this Contract and the balance, if any, shall be paid to CONSULTANT upon demand.
- 1.5 Without the written consent of SANBAG, this Contract is not assignable by CONSULTANT either in whole or in part.
- 1.6 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.
- 1.7 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.
- 1.8 SANBAG’s Project Manager for this Contract is Andrea Nieto. The Term “SANBAG” as identified in this Contract refers to SANBAG’s Project Manager, unless defined elsewhere in this Contract.

## **ARTICLE 2. PROJECT DESCRIPTION/SCOPE OF WORK**

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

## **ARTICLE 4. PERFORMANCE PERIOD**

- 4.1 This Contract shall go into effect on October 1, 2014, contingent upon approval by SANBAG, and CONSULTANT shall commence work after written notification to proceed by SANBAG. The Contract shall end on September 30, 2019, unless extended by written amendment.
- 4.2 CONSULTANT is advised that any recommendation for contract award is not binding on SANBAG until the Contract is fully executed and approved by SANBAG.

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

- 5.1 Total compensation to CONSULTANT for full and complete performance of the Scope of Work in compliance with all the terms and conditions of this contract shall be on a Specified Rates of Compensation basis for all obligations incurred in, or application to, Consultant’s performance of Services and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and services (except as may be explicitly set forth in this Contract as furnished by SANBAG), and shall not exceed \$872,659.00, unless authorized by a contract amendment. CONSULTANT is paid at an agreed and supported specific fixed hourly, daily, weekly or monthly rate, for each class of employee engaged directly in the work. Such rates of pay include the consultant’s estimated costs and net fee (profit). The specific rates of compensation, except for an individual acting as a sole proprietor, are to include an hourly breakdown, direct salary costs, fringe benefits, indirect costs, and net fee as set forth in Attachment B, which is attached herein and by this reference, incorporated in and made part of this Contract.
- 5.2 Escalation shall be at a specific rate, as shown on the Bureau of Labor Statistics Employment Cost Index for Total Compensation for private industry workers-Table 5 or

its successor. The Employment Cost Index will be annually adjusted, apply to total benefits for the private industry economic sector, not be seasonally adjusted, but will include a 12-month percent change. Escalation shall commence as of January 1, 2016, and then shall be applied each January 1<sup>st</sup> for the term of the Contract.

- 5.3 Specific tasks have been assigned to CONSULTANT as identified in the attached Scope of Work.
- 5.4 CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANT's Cost Proposal, Attachment B herein. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Contract, except as noted under Article 5.2 for escalation.
- 5.5 In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs identified in Attachment B.
- 5.6 Reimbursement for transportation and subsistence costs shall not exceed the rates specified in Attachment B. Any travel expenses must be preapproved, in writing by SANBAG and shall be reimbursed per diem at a rate not to exceed the currently authorized rates for state employees under the State Department of Personnel Administration rules. SANBAG will not reimburse CONSULTANT for any expenses not identified in Attachment B or agreed to and approved by SANBAG as required under this Contract.
- 5.7 When milestone cost estimates are included in Attachment B, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from SANBAG's Project Manager before exceeding such cost estimate.
- 5.8 Progress payments will be made monthly in arrears based on services provided and allowable costs incurred. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Scope of Work, SANBAG shall have the right to delay payment or terminate this Contract in accordance with the Termination provisions of this Contract.
- 5.9 CONSULTANT shall not commence performance of Work until this Contract has been approved by SANBAG's Awarding Body, and a NTP has been issued by SANBAG's Contract Administrator. No payment will be made prior to approval of any Work, nor for any Work performed prior to approval of this Contract.
- 5.10 CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by SANBAG of an itemized invoice in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of Work for which CONSULTANT is billing. Invoices shall follow the format stipulated by SANBAG and shall reference this contract number. Each invoice shall detail the Work performed on each milestone and each project as applicable. Credits due SANBAG that include any equipment purchased under this Contract, must be reimbursed by CONSULTANT prior to the expiration or termination of this Contract. Invoices shall follow the format stipulated by SANBAG and

shall reference this Contract number and Project title. Invoices shall be mailed to SANBAG at the following address:

**SANBAG**  
**1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor**  
**San Bernardino, CA 92410-1715**  
**Contract No. C13130**  
**Attention: Accounts Payable**

- 5.11 CONSULTANT shall include a statement and release with each invoice, satisfactory to SANBAG, that CONSULTANT has fully performed the Work invoiced pursuant to this Contract for the period covered, that all information included with the invoice is true and correct and that all payments to and claims of CONSULTANT and its subconsultants for Work performed during the period will be satisfied upon making of such payment. SANBAG shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such statement and release.
- 5.12 CONSULTANT agrees to promptly pay each subconsultant for the satisfactory completion of all Work performed under this Contract, no later than ten (10) calendar days from the receipt of payment from SANBAG. SANBAG reserves the right to request documentation from CONSULTANT showing payment has been made to its subconsultants. SANBAG also reserves the right, at its own sole discretion, to issue joint checks to CONSULTANT and any subconsultant(s), which shall constitute payment to CONSULTANT in compliance with the terms of this Contract.
- 5.13 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, Subch. E, Part 31, is subject to repayment by CONSULTANT to SANBAG.
- 5.14 All subcontracts in excess of \$25,000 shall contain the provisions of this Article.

## **ARTICLE 6. TERMINATION**

- 6.1 Termination for Convenience - SANBAG 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 SANBAG's instruction, and shall turn over such Work in accordance with SANBAG's instructions.
- 6.1.1 CONSULTANT shall deliver to SANBAG, all deliverables prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SANBAG. Upon such delivery, CONSULTANT may then invoice SANBAG 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 SANBAG 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 SANBAG's instructions plus the actual cost necessarily incurred in effecting the termination.
- 6.2 Termination for Cause - In the event CONSULTANT shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy shall be filed against CONSULTANT or a receiver shall be appointed on account of its insolvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice, SANBAG may, without prejudice to any other rights or remedies SANBAG 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 SANBAG, SANBAG may take possession of the products and finished Work by whatever method SANBAG may deem expedient. A waiver by SANBAG 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.
- 6.2.1 CONSULTANT shall deliver to SANBAG all finished and unfinished deliverables under this Contract prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SANBAG 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 SANBAG, satisfactory in form and content to SANBAG and verified by SANBAG. In no event shall CONSULTANT be entitled to any payment for prospective profits or any damages because of such termination.

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 SANBAG 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 SANBAG 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 SANBAG 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 SANBAG.
- 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 SANBAG.

## **ARTICLE 9. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION**

- 9.1 SANBAG has not set a project specific DBE goal for this project. SANBAG does encourage the use of small and DBE firms in the all of their contracting.

## **ARTICLE 10. COST PRINCIPLES**

- 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 SANBAG.

## **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, SANBAG has the right to terminate the Contract without liability, pay only for the value of the Work actually performed,

or in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

## **ARTICLE 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, SANBAG, FHWA, or any other duly authorized representative of the Federal Government 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 SANBAG's Contract Administrator and SANBAG's Executive Director who may consider written or verbal information submitted by CONSULTANT.

13.2 Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by SANBAG's Executive Director of unresolved claims, disputes, other than audit. The request for review will be submitted in writing.

13.3 Neither the pendency of a dispute, not its consideration by SANBAG's Executive Director 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 SANBAG's Chief Financial Officer.

14.2 Not later than 30 days after issuance of final audit report, CONSULTANT may request a review by SANBAG'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, not its consideration by SANBAG will excuse CONSULTANT from full and timely performance, in accordance with the terms of this Contract.

14.4 CONSULTANT and subconsultants' contracts, including cost proposals and indirect cost

rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for an audit or review, the Contract, cost proposal and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit Workpaper Review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's workpapers. The Contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by SANBAG's Project Manager to conform to the audit or review recommendations. CONSULTANT agrees that individual items of cost identified in the audit report may be incorporated into the Contract by this reference if directed by SANBAG at SANBAG's sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of Contract terms and cause for termination of the Contract and disallowance of prior reimbursed costs.

## **ARTICLE 15. SUBCONTRACTING**

- 15.1 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 SANBAG, except, that which is expressly identified in the approved Cost Proposal.
- 15.2 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.
- 15.3 Any substitution of subconsultants must be approved in writing by SANBAG prior to the start of Work by the subconsultant.

## **ARTICLE 16. EQUIPMENT PURCHASE**

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

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

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

CONSULTANT and any subconsultant shall permit SANBAG, the state, and the FHWA if federal participating funds are used in this Contract; to review and inspect the project activities and files at all reasonable times during the performance period of this Contract including review and inspection on a daily basis.

#### **ARTICLE 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 SANBAG and SANBAG representatives. 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, SANBAG 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**

Without anyway affecting the indemnity provision identified in this Contract, CONSULTANT shall, at the CONSULTANT's sole expense, and prior to the commencement of any Work, procure and maintain in full force, insurance with carriers and with terms and conditions acceptable to SANBAG through the entire term of this Contract. The policies shall be written by a carrier authorized to do business in the State of California with a recent A.M. Best rating of A-VII or better, and shall be written with at least the following limits of liability:

- 19.1 Professional Liability – CONSULTANT, at its own cost and expense, must maintain for

the period covered by this Contract, Professional Liability Insurance in an amount not less than \$1,000,000, per claim and \$3,000,000 in the aggregate for all claims. Coverage shall be solely dedicated to claims arising from professional services provided under this Contract. Professional Liability shall be made on a claims made basis. If such policy contains a retroactive date for coverage of prior acts, this date will be prior to the date the CONSULTANT begins to perform Work under this Contract. CONSULTANT shall secure and maintain this insurance and “tail” coverage throughout the term of this Contract and for a minimum of three (3) years after Contract completion.

- 19.2 Worker’s Compensation - Worker’s Compensation insurance shall be provided in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability with \$1,000,000 per occurrence covering all persons providing labor or services on behalf of CONSULTANT and all risks to such persons under this Contract.
- 19.3 Employer’s Liability- Employer’s Liability insurance shall include coverage in the amount of \$1,000,000 for Bodily injury per accident, a policy limit of \$1,000,000 Bodily Injury by Disease and \$1,000,000 Bodily Injury by Disease for each employee.
- 19.4 Commercial General Liability – Commercial General Liability insurance shall include coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products/Completed Operations Liability, Personal Injury Liability, Broad-Form Property Damage and Independent Contractors Liability, in an amount of not less than \$1,000,000 per occurrence, combined single limit, and \$2,000,000 in the aggregate written on an occurrence form. Also included shall be \$1,000,000 in the aggregate for Personal/Advertising, \$100,000 for Damages to Rented Premises, and \$10,000 for Medical Expenses. For products and completed operations a \$2,000,000 aggregate shall be provided. Commercial General Liability insurance is to be primary and non-contributory with any insurance carried or administered by SANBAG.
- 19.5 Automobile Liability - To include owned, non-owned and hired automobiles, in an amount of not less than \$1,000,000 combined single limit.
- 19.6 Proof of Coverage - CONSULTANT shall furnish certificates of insurance to SANBAG evidencing the insurance coverage required above, prior to the issuance of the NTP, or as SANBAG requests. All such certificates, except those for Worker’s Compensation and Professional Liability insurance, shall include San Bernardino County Transportation Authority, San Bernardino Associated Governments and all of its associated entities and capacities, including the San Bernardino County Transportation Commission, San Bernardino Congestion Management Agency and Service Authority for Freeway Emergencies, and their officers, employees, agents and volunteers, as additional insureds on Commercial General Liability Insurance and Automobile Liability insurance. Prior to commencing any Work, CONSULTANT shall furnish SANBAG with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth in this Article. If the insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide SANBAG thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONSULTANT will provide SANBAG ten (10) days prior written notice. CONSULTANT shall maintain

insurance for the entire term of the Contract. The certificate(s) of insurance are to include the Contract number and Project Manager's name on the face of the certificate(s) and shall be submitted directly to SANBAG's Contract Administrator.

- 19.7 Additional Insured - All policies, except for Worker's Compensation and Professional Liability policies, shall contain endorsements naming San Bernardino Associated Governments and all of its associated entities and capacities, including the San Bernardino County Transportation Authority, San Bernardino County Transportation Commission, San Bernardino Congestion Management Agency, San Bernardino County Service Authority for Freeway Emergencies and their officers, members, employees, contractors, agents, and volunteers as additional insured parties with respect to liabilities arising out to the performance of Work hereunder. The additional insured endorsements shall not limit the scope of coverage for SANBAG to vicarious liability but shall allow coverage for SANBAG to the full extent provided by the policy.
- 19.8 Waiver of Subrogation Rights - CONSULTANT shall require the carriers of Commercial General Liability, Automobile Liability and Worker's Compensation to waive all rights of subrogation against SANBAG, its officers, employees, agents, volunteers, and subconsultants. Such insurance coverage provided shall not prohibit CONSULTANT or CONSULTANT's employees or agents from waiving the right of subrogation prior to a loss or claim. CONSULTANT hereby waives all rights of subrogation against SANBAG.
- 19.9 All coverage for subconsultants shall be subject to all of the requirements stated herein. CONSULTANT shall include all subconsultants as insured under its policies or shall furnish separate certificates and endorsements for each subconsultant.
- 19.10 If requested by SANBAG, CONSULTANT shall submit copies of all required insurance policies including endorsements.

## **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 SANBAG) San Bernardino Associated Governments, San Bernardino County Transportation Commission, San Bernardino County Transportation Authority, San Bernardino County Service Authority for Freeway Emergencies, San Bernardino County Congestion Management Agency, and their respective authorized officers, employees, agents and volunteers, from any and all losses, damages, liability, actions, and/or costs for claims that arise out of, pertain to, or are related to the negligence, recklessness, or willful misconduct of the design professional.

- 20.2 For all other Work, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SANBAG) and hold harmless San Bernardino Associated Governments, San Bernardino County Transportation Commission, San Bernardino County Transportation Authority, San Bernardino County Service Authority for Freeway Emergencies, San Bernardino County Congestion Management Agency, and their respective authorized 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 SANBAG or Indemnitees on account of any such Claim 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 SANBAG's or Indemnitees' "active" as well as "passive" negligence but does not apply to SANBAG's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

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

- 21.1 Upon completion of all Work under this Contract, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this Contract will automatically be vested in SANBAG; and no further agreement will be necessary to transfer ownership to SANBAG. CONSULTANT shall furnish SANBAG 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 SANBAG 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 SANBAG of the project documentation on other projects or additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONSULTANT.
- 21.4 Applicable patent rights provisions regarding rights to inventions shall be included in the Contract as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- 21.5 SANBAG may permit copyrighting reports or other agreement products. If copyrights are permitted, the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for government purposes.
- 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 SANBAG'S CONSTRUCTION CONTRACTOR**

- 22.1 If claims are filed by SANBAG'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 SANBAG and legal staff, and for testimony, if necessary, at depositions, administrative proceedings, trial or arbitration proceedings.

- 22.2 CONSULTANT's personnel that SANBAG considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from SANBAG. 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 SANBAG'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 SANBAG's operations, which are designated confidential by SANBAG and made available to CONSULTANT in order to carry out this Contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- 23.2 Permission to disclose information on one occasion, or public hearing held by SANBAG relating to the Contract, shall not 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 SANBAG's actions on the same, except to SANBAG's staff, CONSULTANT's own personnel involved in the performance of this Contract, at public hearings or in response to questions from a SANBAG Board Committee or other public meeting approved by SANBAG.
- 23.4 CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding Work performed to be performed under this Contract without prior review of the contents thereof by SANBAG, and receipt of SANBAG's written permission.
- 23.5 Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.
- 23.6 All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than SANBAG.

### **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 SANBAG. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together the comments shall be retained as part of the Contract file. This information may be used when evaluating the firm on future proposal submittals.

**ARTICLE 26. RESPONSIBILITY OF CONSULTANT**

- 26.1 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. CONSULTANT shall be willing to act as an expert to support right-of-way acquisition, valuation, and issues and CONSULTANT shall be willing to sign declarations.
- 26.2 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 SANBAG or the Project. CONSULTANT shall immediately document such matters and notify SANBAG in writing. CONSULTANT shall also similarly notify SANBAG in regard to the possibility of any natural catastrophe, potential failure, or any situation that exceeds environmental, design, and/or construction assumptions and could precipitate a failure of any structure or other part of the Project. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable SANBAG to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.
- 26.3 When a modification to a construction contract is required because of an error or deficiency in the design Work provided under this Contract, CONSULTANT shall be responsible for any and all additional costs associated with the construction contract or the construction of the Project.
- 26.4 SANBAG shall advise CONSULTANT of their responsibility and collect the amount due, including but not limited to, withholding of payments, if the recoverable cost will exceed the administrative cost involved or is otherwise in SANBAG's best interest. SANBAG shall include in the Contract Audit File a written statement of the reasons for the decision to recover or not recover the costs from CONSULTANT.
- 26.5 CONSULTANT shall, document the results of the Work to the satisfaction of SANBAG, and if applicable, Caltrans and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of SANBAG's objectives.

- 26.6 As applicable, the responsible consultant/engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, certify as-built drawings, and where appropriate, indicate his/her California registration or license number.

## **ARTICLE 27. TECHNICAL DIRECTION**

- 27.1 Performance of Work under this Contract shall be subject to the technical direction of SANBAG's Department Director of Project Delivery, ("Director"). SANBAG's Director may identify a designee (hereinafter referred to as "Designee"), in writing to CONSULTANT, with the NTP and/or subsequently by written notice during the Contract. The term "Technical Direction" is defined to include, without limitation:
- 27.1.1 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.
  - 27.1.2 Provision of written information to CONSULTANT, which assists in the interpretation of drawings, reports, or technical portions of the Scope of Work described herein.
  - 27.1.3 Review and, where required by the Contract, approval of technical reports, drawings, specifications and technical information to be delivered by CONSULTANT to SANBAG under the Contract.
  - 27.1.4 SANBAG's Executive Director or Designee 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.
- 27.2 Technical Direction must be within the Scope of Work under this Contract. SANBAG's Designee does not have the authority to, and may not, issue any Technical Direction which:
- 27.2.1 Increases or decreases the Scope of Work;
  - 27.2.2 Directs CONSULTANT to perform Work outside the original intent of the Scope of Work;
  - 27.2.3 Constitutes a change as defined in the "Changes" Article of the Contract;
  - 27.2.4 In any manner cause an increase or decrease in the Contract price as identified in Article 3., herein, or the time required for Contract performance;
  - 27.2.5 Changes any of the expressed terms, conditions or specifications of the Contract; unless identified herein;
  - 27.2.6 Interferes with the CONSULTANT's right to perform the terms and conditions of the Contract; or

- 27.2.7 Approve any demand or claim for additional payment.
- 27.3 Failure of CONSULTANT and SANBAG’s Designee 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.
- 27.4 All Technical Direction shall be issued in writing by SANBAG’s Department Director or Designee.
- 27.5 CONSULTANT shall proceed promptly with the performance of Technical Direction issued by SANBAG’s Director or Designee, 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 SANBAG’s Director or Designee falls within one of the categories defined in 27.2.1 through 27.2.7 above, CONSULTANT shall not proceed but shall notify SANBAG in writing within five (5) working days after receipt of any such instruction or direction and shall request SANBAG to modify the Contract accordingly. Upon receiving the notification from the CONSULTANT, SANBAG shall:
  - 27.5.1 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.
  - 27.5.2 Advise CONSULTANT within a reasonable time whether SANBAG will or will not issue a written amendment.
- 27.6 There shall be no changes in CONSULTANT’s Key Personnel as identified herein, without prior written approval by SANBAG.

**ARTICLE 28. 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 reallocation of any tasks or hours of Work that are the responsibility of key personnel to other personnel, CONSULTANT shall notify SANBAG 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 SANBAG. CONSULTANT shall not substitute any key personnel without the prior written consent of SANBAG. In the event that the Parties cannot agree as to the substitution of key personnel, SANBAG may terminate the Contract. Key Personnel are:

Name	Job Classification/Function
Edward Miller, Jr., P.E.	Project Manager

**ARTICLE 29. 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 SANBAG 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 30. 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 31. PERMITS AND LICENSES**

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

### **ARTICLE 32. STATEMENT OF COMPLIANCE**

- 32.1 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 Title 2, California Administrative Code, Section 8103.
- 32.2 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 sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g. cancer), age (over 40), marital status and denial of family care leave. 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 §12990 (a-f) et seq. and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. 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.

### **ARTICLE 33. DEBARMENT AND SUSPENSION CERTIFICATION**

- 33.1 CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of

ineligibility by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to SANBAG.

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

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

- 34.1 The State of California's General Prevailing Wage Rates are not applicable to this Contract.
- 33.2 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.

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

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

- 35.7 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.
- 35.8 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 SANBAG employee. For breach or violation of this warranty, SANBAG shall have the right in its discretion: to terminate the contract without liability; to pay only for the value of the Work actually performed; or to deduct from the Contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

**ARTICLE 37. NOTIFICATION**

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

<b>To CONSULTANT</b>	<b>To SANBAG</b>
3200 Guasti Road, Suite 100,	<b>1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor</b>
Ontario CA 91761	<b>San Bernardino, CA 92410-1715</b>
<b>Attn:</b>	<b>Attn: Garry Cohoe</b>
	<b>cc: Contract Administrator</b>
<b>Phone:</b>	<b>Phone: (909) 884-8276</b>

**ARTICLE 38. STOP WORK ORDER**

Upon failure of CONSULTANT or its subconsultants to comply with any of the requirements of this Contract, SANBAG 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**

SANBAG shall not be bound to any adjustments in the Contract amount or schedule unless expressly agreed to by SANBAG in writing. SANBAG 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 SANBAG 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, SANBAG, without waiving any other rights or remedies it may have, may take the necessary steps to correct the breach, and CONSULTANT shall promptly reimburse SANBAG 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. SANBAG 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 SANBAG.

#### **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 this Contract document, Exhibit “A”--Scope of Work, and Exhibit “B”—Cost Proposal SANBAG’s Request For Proposal and CONSULTANT’s proposal, all of which are incorporated in this Contract by this reference.
- 46.2 The following order of precedence shall apply: first, the Contract including Exhibits “A” and “B”; second, SANBAG’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 SANBAG in writing within three (3) business days of its discovery of the conflict and shall comply with SANBAG'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 SANBAG, 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 SANBAG at any and all places where such performance may be carried on. Failure of SANBAG to make such review, or to discover defective work, shall not prejudice the rights of SANBAG at the time of final acceptance. All Work performed by CONSULTANT shall be subject to periodic and final review and acceptance by SANBAG 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 and its attachments constitute the sole and only agreement governing the Work and supersedes any prior understandings, written or oral, between the Parties respecting the Project. All previous proposals, offers, and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been expressly incorporated into this Contract.
- 52.2 No agent, official, employee or representative of SANBAG has any authority to bind SANBAG 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**

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

**ARTICLE 54. EFFECTIVE DATE**

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

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

Attachment: C14163 [Revision 5] (1227 : I-10 University Engineering Contract)

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

**CONSULTANT**

**SANBAG**

By: \_\_\_\_\_  
Name  
Title

By: \_\_\_\_\_  
L. Dennis Michael,  
President, Board of Directors

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

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

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Eileen Monaghan Teichert  
General Counsel

**CONCURRENCE**

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

Attachment: C14163 [Revision 5] (1227 : I-10 University Engineering Contract)

**EXHIBIT A - SCOPE OF WORK**

## EXHIBIT A – SCOPE OF WORK

### **OVERVIEW:**

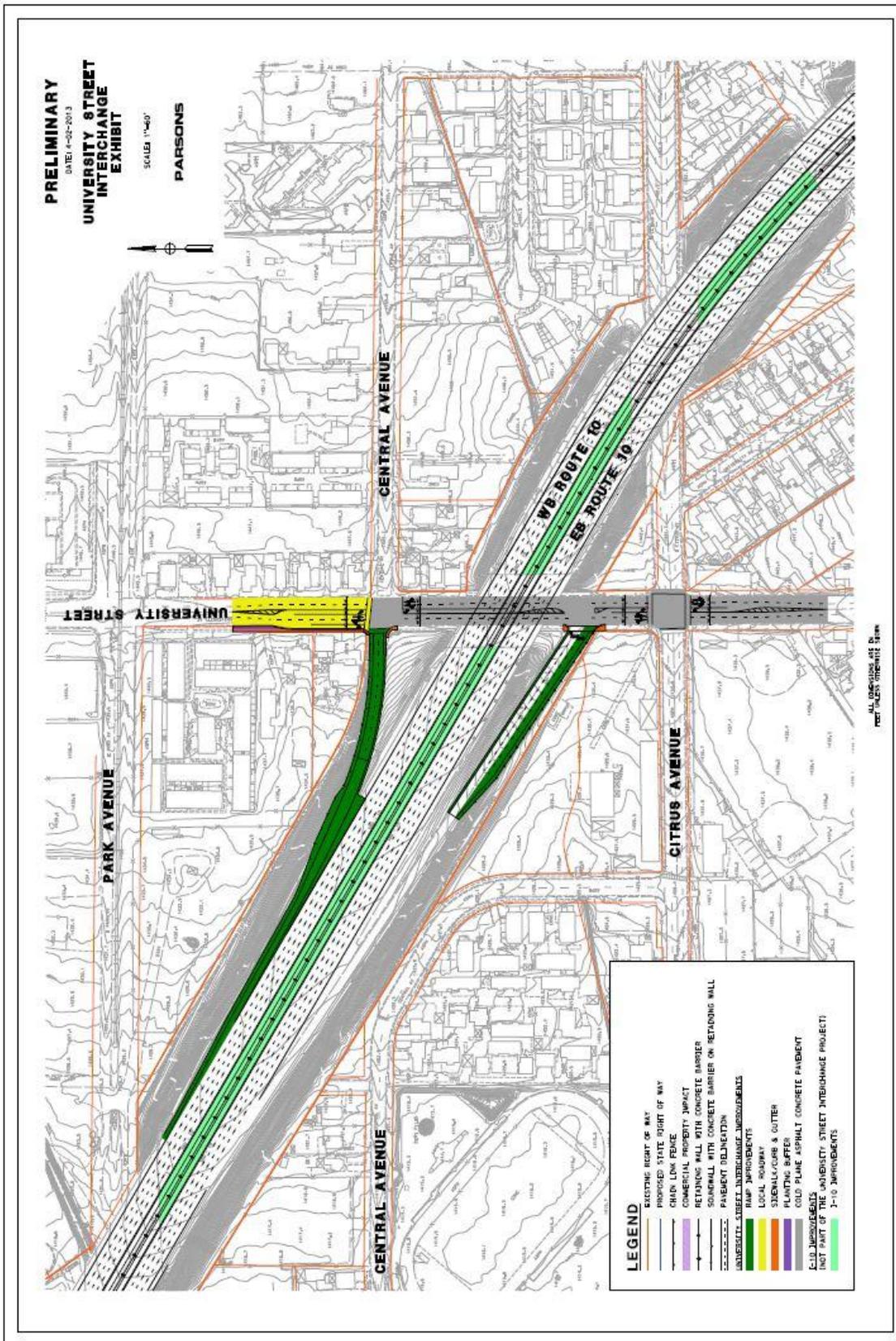
The San Bernardino Associated Governments, acting as the San Bernardino County Transportation Authority (SANBAG), is seeking professional services to prepare the Permit Engineering Evaluation Report (PEER) to be used for project initiation document in lieu of a Project Study Report, the Project Approval and Environmental Document (PA/ED), the Plans, Specifications, and Estimates (PS&E), and support services for the right-of-way and construction phases of the Interstate 10/University Street Interchange Project. This project has been accepted by California Department of Transportation (Caltrans) for utilization of the Streamline Oversight process method for project development.

### **PROJECT DESCRIPTION, LOCATION, AND SCOPE:**

The I-10/University Interchange Improvement Project (PROJECT) will widen the Interstate 10/University Street interchange eastbound off- and westbound on- ramps, provide westbound ramp metering and a maintenance pull out, analyze and modify existing soundwall, signalize the intersection of University Street/Central Avenue/westbound on-ramp, and restripe and add turn lanes to University Street in order to improve operation and reduce congestion, thereby providing improved access to and from residences and facilities served by the interchange. The project site is located within the City of Redlands. The Project conceptual layout is shown on Attachment A.1. The Detailed Scope of Services is found in Attachment A.2.

Caltrans is the lead agency for the California Environmental Quality Act (CEQA) compliance. Engineering Services are anticipated to include preliminary engineering, preparation of a PEER, PA/ED and environmental studies to support what is currently expected to be a Categorical Exemption determination, a Right-of-way Requirements Map to identify the project needs, a PS&E which will include landscape and irrigation plans, and construction support. Measure I Valley Freeway funds and City funds will be used to cover the cost of the preparation of the PEER, PA/ED, PS&E, and support of the right-of-way and construction phases of the project.

# Attachment A.1 Conceptual Layout



Attachment: C14163 - Exhibit A Scope of Work [Revision 3] (1227 : I-10 University Engineering Contract)

## ATTACHMENT A.2 - DETAILED SCOPE OF SERVICES

Consultant will provide SANBAG with professional services required for the preparation of documents for the Permit Engineering Evaluation Report (PEER), Project Approval and Environmental Documentation (PA/ED) Phase and the Plans, Specifications and Estimate (PS&E) Phase and support services for the right-of-way and construction phases of the Interstate 10/University Interchange Improvement Project. The duration for the design scope of work is anticipated to be no more than 30 months, with construction estimated to start mid 2017. Specific scope items and deliverables are documented in the following sections. Additional review cycles and/or deliverables resulting from changes in Caltrans reviewers for completed documents, changes in Caltrans or other agency policies or requirements will be considered as additional scope and may require budget augment.

### I. APPLICABLE STANDARDS

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

### II. GENERAL DESCRIPTION OF REQUIRED SERVICES

- A. Consultant Services include the studies, reports, drawings, plans, specifications, estimates, and special provisions necessary to complete the Project.
- B. Consultant shall have sole responsibility for the accuracy and completeness of the reports, plans, specifications, estimates, and related material prepared by Consultant for the Project. Consultant shall independently check and identify the engineer and checker for all such material prior to any submittal. The plans, concepts, reports, and documentation will be reviewed by SANBAG, and/or SANBAG's designee for peer reviews, overall Project consistency, and verification of implementation of Consultant Quality Assurance/Quality Control process. Consultant is subject to audits by SANBAG or SANBAG's designee for implementation of a Quality Assurance/Quality Control process.
- C. The exhibits, studies, estimates, calculations, reports and other documents furnished under this Scope of Services shall be of a quality acceptable to SANBAG. The criteria for acceptance shall be a product of neat appearance, well organized, technically and grammatically correct, checked, and having the preparer and checker identified. The appearance, organization and content of the drawings shall be to applicable standards.
- D. The title sheet for reports, each plan sheet, and calculations shall bear the professional seal certificate number, registration classification, expiration date of the certificate, signature of the professional engineer, registered in the State of California, responsible for their preparation.

- E. The Consultant shall develop and maintain a Project schedule.
- F. The Consultant shall maintain a set of Project files that are indexed in accordance with Caltrans' Project Development Uniform File System and submit a copy to Caltrans upon completion of the Project. At the completion of this Scope of Services all electronic files and correspondence relating to the Project shall be turned over to SANBAG who will then forward said files to Caltrans. This includes all working data, field data, and background information used in creating the deliverables listed in the Scope of Services.
- G. Consultant shall not suspend performance of this Contract during the negotiations of any change orders except as they may be directed by SANBAG. Consultant shall perform all changes in accordance with the terms and conditions of this Contract.
- H. Consultant shall submit all final plans and reports on CD using file format acceptable to SANBAG and Caltrans. The electronic files shall include the engineer's electronic signature and seal. Consultant shall verify the latest version of software used prior to submittal.
- I. In the event that non-standard features are necessary, Consultant shall prepare the necessary Fact Sheets for Design Exceptions following Caltrans' direction.
- J. Consultant shall employ quality control procedures that identify potential risks and uncertainties related to construction of the Project. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impacts to adjacent properties, public safety, and environmental considerations. If at any time during the performance of this Scope of Services, Consultant observes, encounters, or identifies any circumstance that could pose potential risk, Consultant shall notify SANBAG immediately.
- K. Consultant shall coordinate with all agencies involved or potentially impacted by the Project. Consultant shall inform SANBAG prior to all contacts, meetings, and correspondence. Consultant is required to coordinate activities with adjacent Projects.
- L. Consultant shall implement and comply with the SANBAG Quality Assurance procedures. Copy of these procedures is available on the SANBAG internet website: [www.sanbag.ca.gov](http://www.sanbag.ca.gov) under "Vendor Portal".

### **III. SCOPE OF SERVICES DEFINED BY CALTRANS**

The Project Management will be performed in accordance to the Caltrans' Workplan Standards Guide for Delivery of Capital Projects. The Workplan is an outline used to plan and control the Project but does not limit the Project Manager from providing services necessary to delivering the work. The numbering system is modified to be consistent with the Contract Exhibit B Price Form, Specific Rates of Compensation.

#### **TASK 1.00 - PROJECT MANAGEMENT/COORDINATION/ADMINISTRATION**

Consultant will provide overall day-to-day management of the Project. All services will be performed in accordance with current Caltrans Manuals and directives. The

Consultant Project Manager will provide overall project management, coordination, and supervision of project staff to facilitate the performance of the work in accordance with the scope and requirements of SANBAG and Caltrans. Consultant will provide but is not limited to the following project management activities:

**Task 1.01 – Coordination/Administration**

Consultant will provide overall execution and financial management of the Project, including SANBAG and Caltrans coordination, coordination with local, state, and federal regulatory agencies, tracking progress of the work, administering subcontracts, attending public workshops, preparing invoices, and conducting meetings over the Project Period of Performance lasting 30 months. Consultant will meet with affected parties to obtain direction, discuss/resolve issues pertinent to the analysis and design, and potential impacts of the Project.

- Consultant will coordinate among members of the Project Development Team (PDT) and regulatory agencies impacted by the Project. Over the course of the Project, numerous meetings will be required to advance the Project to PA/ED, PS&E, and R/W approval and certifications. It is assumed there will be two meetings per month during the duration of this contract. Consultant will participate in a approximately 60 meetings.

Consultant will prepare and distribute agendas prior to the meetings. Consultant will prepare meeting minutes and distribute them within five working days after the meetings. Types of meetings include:

- **Kick-off Meeting:** Consultant will organize and run Kick-off Meeting with Caltrans, SANBAG, and Project stakeholders as required.
- **Monthly Project Development Team (PDT) Meetings:** Consultant will organize and run monthly PDT meetings with Caltrans, SANBAG, and Project stakeholders as required.
- **Resource Agency Task Specific Meetings:** Consultant will organize and run resource agency coordination meetings related to approval of the environmental technical studies and the environmental document, including meetings with USACE, USFWS, CDFG, SBCFCD, and others as needed.
- **Technical Workshop Meetings:** Consultant will prepare for, coordinate and attend technical focus meetings with Caltrans, SANBAG, and other stakeholders. Meeting will include public workshops, public hearings, and SANBAG meetings, etc.
- **Policy Working Group Meetings:** Consultant will prepare for, coordinate and attend policy working group meetings with Caltrans, SANBAG and other stakeholders.
- **Focus Meetings:** Consultant will prepare for, coordinate and attend focus meetings as needed in order to complete action items or to assist in preparation of required documents, reports, studies, or in preparation of review of the same by an agency.

Resource Agency/Technical Workshop/Policy Working Group/Focus Meetings will be held to discuss technical issues with specific agencies. No special presentation materials will be prepared. Internal Project team task-specific meetings will be held as necessary to coordinate environmental and design activities, review assignments and progress, and identify issues to be resolved.

Consultant will follow a uniform filing system and will maintain complete Project files

on an ongoing basis. Consultant will maintain all required records/documents for at least three years after the SANBAG makes final payment and all pending matters are closed.

**Deliverables:**

- PDT meeting notices, agendas, handouts, and minutes
- Presentation materials consisting of progress plans

***Task 1.02 – Schedules/Project Controls***

Consultant will develop, maintain and implement the Work Plan and Project Schedules on an ongoing basis, with input from the SANBAG. The Work Plan and Project Schedule will be maintained and implemented throughout the PA/ED and PS&E phase of the Project. The Project Schedule will be maintained in a standard format with Work Breakdown Structure (WBS) Elements. The scheduled review times by Caltrans and resource agencies must be reasonable and have concurrence of the reviewers. Consultant will prepare a detailed schedule and SANBAG will closely monitor the execution and implementation of the schedule. The overall schedule will be updated, at a minimum, on a monthly basis and distributed to PDT members at least one week prior to the PDT meeting. Consultant will use Primavera P6 Xer file version 7.0 or newer, which adequately identifies the critical path and floats on tasks. The Project scheduling requirements cover the period of 30 months.

Fifteen (15) days after notice-to-proceed, Consultant will prepare the Project Master Schedule (PMS) for the environmental and engineering technical studies for the Project. The schedule will be prepared using the Critical Path Method, and, at a minimum, the schedule will be consistent with the tasks that have been laid out in this scope of services. The PMS will reflect the various levels of reviews for the draft and final environmental documents. SANBAG will require 10 working days for peer review and, sequentially, Caltrans will require 20 working day review periods for major deliverables. The PMS will include Project milestones and delivery of intermediate Project deliverables with a minimum of the following milestones (note that these can be overlapping tasks) :

- Begin Project initiation Phase (PEER)
- Approval of PEER
- Begin PR/PSR Phase
- Project Approval document with CE
- Begin Design (PS&E)
- End Design Phase (Ready to Advertise)
- Begin Right of Way (coordination)
- Begin Construction Phase
- End Construction Phase
- Begin Close-Out
- Complete Close-Out
- The major milestones at the top of the schedule will be linked to the detailed schedule enable SANBAG to easily identify dates for other SANBAG reporting.

- Reviews for the draft and final environmental documents and intermediate Project deliverables by SANBAG, Caltrans, and City.
- Work items of agencies and other third-parties that may affect or be affected by the Consultant team's activities.
- Consultant will submit a copy of the PMS to the SANBAG Project Manager for review and approval and a copy to Caltrans for information.

**Deliverables:**

- Project Master Schedule

***Task 1.03 – Progress Reports***

Consultant will submit a progress payment invoice to the SANBAG for services completed on a monthly basis. The invoice will be detailed so it can be verified and approved by the SANBAG on a timely basis. If Consultant fails to submit the required deliverable items according to the agreed schedule set at start of the Project, the SANBAG will have the right to delay payment until the required information is received.

Consultant will track the actual progress relative to the PMS and ensure that all significant completion dates of the Project are being met.

At the end of each month, Consultant will report the progress of the work. Progress will be based on physical percent complete, such as the number of drawings or deliverable completed or estimated progress toward completion. Progress payments will be based upon percent complete of the major tasks identified.

Consultant will submit one copy of a monthly progress report to the SANBAG Project Manager consisting of a written narrative and an updated bar-chart format of the PMS.

The narrative portion of the monthly progress report will describe the overall progress of the work, discuss significant problems and present proposed corrective action and show the status of major changes.

The initial PMS referenced in Task 1.2, as agreed to by SANBAG, will become the Project target. The target schedule will be displayed on the updated PMS.

**Deliverables:**

- Monthly Progress Report
- Monthly Schedule Update and Physical Percent Complete by Task
- Monthly Invoice

***Task 1.04 – Maintain Complete Project Files***

Consultant will develop, maintain files, designs, and other materials in an organized manner such that SANBAG can readily access and obtain documents and information upon request.

**TASK 1.50 – DEVELOP PROJECT INITIATION DOCUMENT**

Work involved in the preparation, review, and approval of a Project Initiation Document.

***Task 1.50.05 – Transportation Problem Definition and Site Assessments***

This activity includes three major tasks:

- Compiling and reviewing existing background information that may impact the project scope under consideration.
- Developing project constraints and information required to determine the extent of the existing problem and future needs. This should include any necessary discussions with internal and external stakeholders.
- Analyze the existing problem and future requirement to determine the project's need and purpose.

**Deliverables:**

- Purpose and Need Statement
- Adequate information should exist to begin project development.

***Task 1.50.20 – Preliminary Environmental Analysis Report***

The Preliminary Environmental Analysis Report (PEAR) identifies the potential environmental impacts of the project, as well as potential mitigation costs. The PEAR should include those studies required for the environmental document: Initial Noise, Biology, Cultural, and Air Quality Studies.

**Deliverables:**

- Preliminary Environmental Analysis Report

***Task 1.50.25 – Prepare Permit Engineering Evaluation Report***

Consultant will prepare Permit Engineering Evaluation Report (PEER).

**Deliverables:**

- Permit Engineering Evaluation Report

**TASK 1.60 – PERFORM PRELIMINARY ENGINEERING STUDIES**

Work involved in conducting preliminary engineering studies used in the development of a final Environmental Document.

***Task 1.60.10 – Engineering Studies***

Consultant will develop in more detail those studies initiated during the PID. Studies to include:

- Traffic Forecasts/Modeling
- Traffic Operations Analysis
- Hydraulics/Hydrology Studies
- Other Engineering Studies

**Deliverables:**

- Preliminary engineering studies

***Task 1.60.20– Engineering and Land Net Surveys***

Consultant to develop project control, perform data surveys for design, centerline alignment, topographic surveys, pavement surveys, existing Land Net Mapping Control, survey, and legends and plats for Right of Way requirement maps and Base Map development.

**Deliverables:**

- Land Net Map
- permanent project control monumentation
- topographic base map
- Legals and Plats
- Right-of-Way Requirement Maps

***Task 1.60.45– Base Maps and Plan Sheets for PA&ED***

Consultant to prepare exhibits, geometric base maps, and functional base plan sheets required for the PA&ED development efforts.

**TASK 1.65 – ENVIRONMENTAL STUDIES**

Work involved in performing the environmental studies needed to determine the environmental impact and preparation of the The end product of this activity is currently expected to be a Categorical Exemption (CE).

***Task 1.65.10– General Environmental Studies***

- Consultant to perform environmental technical studies, other than for Biology and Cultural Resources and prepare technical reports and other work products documenting study results. Studies may include:
  - Noise Study
  - Noise Abatement Decision
  - Sound Barrier Surveys
  - Hazardous Waste/Materials Initial Site Assessment
  - ADL, LBP, PCB, ACM Surveys
  - Aesthetic/Visual Analysis
  - Air Quality
  - Natural Environment
  - Community Impact
  - Historic Property Survey
  - Paleontology
  - Relocation impacts
  - Water Quality
  - Floodplain/Hydrology

**Deliverables:**

- Noise Study Report, Noise Abatement Decision Report, Sound Barrier Survey, Hazardous Waste/Materials Initial Site Assessment, ADL, LBP, PCB, ACM Surveys, Aesthetic/Visual Analysis Memo, Air Quality Analysis, Natural Environment Study, Community Impact Assessment Report, Historic Property Survey Report, Paleo Memo, Relocation Impact Memo, Water Quality Assessment Report, and Floodplain/Hydrology Memo.

**TASK 1.80 – FINAL PROJECT REPORT AND CATEGORICAL EXEMPTION**

Work involved in preparation, review, and approval of a Project Report or a combined Project Study Report/Project Report, and Categorical Exemption.

***Task 1.80.05– Updated Project Report***

Consultant to update PR including cost estimate. This Project Report constitutes the Final Project Report for a Categorical Exemption.

**Deliverables:**

- Updated Final Project Report and Categorical Exemption

**TASK 1.85 – PREPARE BASE MAPS AND PLAN SHEETS FOR PS&E**

Work during PS&E development involved in the preparation of geometric base maps and functional base plan sheets, including review of existing project information, gathering appropriate mapping, conducting additional studies.

***Task 1.85.05 – Updated Project Information***

- Consultant to update project information needed to prepare engineering design reports, perform preliminary design, and determine Right-of-Way requirements.
- Consultant to perform field reviews
- Research and obtain copies of existing studies
- Research, obtain, and review utility maps and plans
- Consultant to obtain Record of Survey, benchmark, and centerline tie information

**Deliverables:**

- Updated project information and confirmation of Purpose and Scope

***Task 1.85.10 – Design Surveys***

- Consultant to produce mapping and survey control necessary for the PS&E including bring control from Basic (Corridor) Control and adjacent projects, establishing primary control throughout the project, establishing supplemental control for the project, and documentation of the control survey.
- Field Survey required to perform a topographic survey for delivery to design and utility relocations.

**Deliverables:**

- Permanent Project Control Monumentation
- Project Control Diagram or Control Record of Survey
- Project Control Report
- Project file containing the following:
  - Topography
  - Structures
  - Utility Locations (existing and proposed)

***Task 1.85.15 – Preliminary Design***

- Consultant to establish and update work footprint. Design activities with regard to the preliminary design work should include:
  - Horizontal and vertical alignment

- Typical Cross Sections
- Super Elevations
- Earthwork
- Intersection/ramp Design
- Review of Geometric Design
- Exceptions to Design Standards
- Delineation Support
- Conceptual Stage Construction plans

**Deliverables:**

- Base maps suitable for developing the PS&E
- Approved geometric design

***Task 1.85.20 – Engineering Reports***

Consultant to develop project design reports needed to establish design parameters and complete preliminary design. Reports include:

- Traffic Data Analysis and Forecasts
- Preliminary Hydrology and Hydraulic Reports
- Preliminary Geotechnical Design
- Preliminary Pavement Design
- Preliminary Materials Report
- Sound Wall Design
- Utility Surveys and ROW coordination
- Other engineering reports

**Deliverables:**

- All preliminary design reports necessary to establish design parameters and complete preliminary design.

***Task 1.85.25 – Coordination with Right of Way Consultant***

- Consultant to determine right of way needs and prepare Right-of-Way maps. Includes identifying the need for new right of way, permanent easements, and temporary construction easements. Includes coordination with affected agencies to determine right of way impacts. This includes incorporation of utility right of way needs.
- Consultant to develop utility maps to avoid utility relocation where possible. This includes determination of utility right of way needs.
- **Consultant to provide their rate schedule as an attachment to the proposal. SANBAG will pay on a time and material basis all consultant work for design support of right of way acquisition and condemnation efforts.**

**Deliverables:**

- Right of Way Requirements map. This will include incorporation of utility right of way needs.
- Utility location plans (depicting both existing and proposed locations)

**TASK 2.0 - ENGINEERING DEVELOPMENT**

Activities consist of the development of the engineering plans to support the I-10/

## University Street Interchange Improvement Project - PS&E.

### **TASK 2.05 – PERMITS AND AGREEMENTS DURING PS&E COMPONENT**

Work during PS&E component involved in identifying and obtaining necessary permits and agreements for project construction.

#### ***Task 2.05.05 – Permit Assessment***

- Consultant to discuss and negotiate with permitting agencies
- Prepare permit application and attachments such as exhibits, maps, etc.
- Obtain funds for any required permit fee
- Submit permit application

#### **Deliverables:**

- Permits as required from both Caltrans and the City.

### **TASK 2.30 – DRAFT PS&E, GEOMETRIC APPROVAL DRAWINGS (GADS), AND INTERSECTION CONTROL *Evaluation (ICE)***

Work involved in the preparation and review of draft roadway plans, specifications, and estimates and Geometric Approval Drawings. Includes roadway design and preparation of functional PS&Es.

#### ***Task 2.30 – Draft Roadway Plans***

- Includes all activities, from the base maps, such as design, delineation, field reviews, and internal/external coordination necessary to develop draft roadway plan sheets for construction contract, to include:
  - Title Sheet
  - Typical Cross Sections
  - Key Map and Line Index
  - Roadway Layouts
  - Profile and Super elevation Sheets
  - Construction Details
  - Contour Grading Plans
  - Summary of Quantity Sheets
  - Noise Barrier Plans
  - Retaining Wall Plans
  - Standard Plan Selection
  - State Construction and Detour Plans or Traffic Handling Plans
  - Water Pollution Control Plans
  - Engineering Reports
  - Draft Highway Planting Plans
  - Draft Traffic Plans
  - Transportation Management Plan
  - Draft Utility Plans – includes positive location of utilities in the field.
  - Draft Drainage Plans

- Draft Specifications
- Draft PS&E Quantities and Estimates
- Draft Geometric Approval drawings (GADs)
- ICE determines whether the intersections can be under stop control, yield control or signal control.
- Addressing comments of a 95% constructability review

**Deliverables:**

- Plans, Specifications, and Estimates to 95% Review and GAD's to approval by Caltrans.

**TASK 2.35 – MITIGATE ENVIRONMENTAL IMPACTS AND CLEAN-UP HAZARDOUS WASTE**

Work involved in mitigating environmental impacts – including hazardous waste cleanup – as required – in order to construct a capital outlay project. Includes long-term mitigation and monitoring efforts if necessary within overall project scope.

**Deliverables:**

- Mitigation Monitoring Report

**TASK 2.55 – FINAL DISTRICT PS&E**

Work involved in the circulation and review of the Draft District PS&E package. Includes addressing review comments and preparing the Final District PS&E package.

***Task 2.55.05 – Circulated and Reviewed Draft District PS&E Package***

This activity includes reproduction, distribution, coordination, and circulation of the project's plans, specifications, and estimate. This activity also includes the review and comment as well as reaching consensus with the reviewers (including the 95% constructability review). Copies of review packages are routed to both in-house and functional branches and involved outside agencies.

***Task 2.55.10 – Updated PS&E Package***

This activity includes all necessary updates as a result of the draft PS&E circulation.

**Deliverables:**

- Updated set of plans, specifications, and estimate

***Task 2.55.20 – Final District PS&E Package***

This activity includes all the tasks required to complete the process requirements (such as the reproduction and funds request). Also includes District approval and "Attachment A"/RTL Certification.

**Deliverables:**

- Final District PS&E Package

***Task 2.55.25 – Geotechnical Information Handout***

This task includes reviewing the Geotechnical Design Report (GDR), Foundation Report (FR), etc. that were prepared earlier during the design phase and selecting the necessary sections and information to be included in the Geotechnical Information Handout. The GDR and FR include information such as existing physical setting, geophysical studies, geotechnical conditions, geotechnical analysis and design, construction considerations, and recommendations and specifications.

**Deliverables:**

- Complete the Geotechnical Information handout, and make it available for the prospective bidders to review.

***Task 2.55.30 – Materials Information Handout***

The Materials Information Handout (MIH) is prepared for the use of prospective bidders. The handout includes test data on local materials; soil survey sheets showing borings, tests, and seismic information, as required. It also includes a statement that the non-commercial borrow, disposal, or material sites conform with regulations and environmental laws.

**Deliverables:**

- Complete the Material Information handout, and make it available for the prospective bidders to review.

***Task 2.55.35 – Construction Staking Package and Control***

Develop the Construction Staking Notes Package (CSNP) required by surveys field crews and ensure that adequate project control exists to complete all required construction staking.

**Deliverables:**

- Construction Staking Notes
- Construction Staking Electronic Data File
- Project Control viable for construction staking

***Task 2.55.40 - Resident Engineer's Pending File***

Work involved in preparing the RE Pending File. Includes preparation of an Environmental Commitments Record (or similar document). Also includes preparing and forwarding additional information such as cross sections/as-builts, slope staking notes/grid grades) as requested by construction.

**Deliverables:**

- RE Pending File

**TASK 2.70– CONSTRUCTION SUPPORT**

Bid support services includes addressing bidders questions and support services for advertisement, bid opening, and preparation of the final estimate based on the award unit prices.. Construction support includes addressing questions and any necessary design/redesign during construction to address field conditions.

**Deliverables:**

- Final award estimate
- Responses to Bidders questions
- Preparation of addendums
- Addressing Requests for Information
- Change Order Support

**TASK 2.95 – AS BUILTS**

Work involved includes coordination with the construction manager and/or Resident Engineer to develop as-built plans in accordance with Caltran and the City of Redlands Standards. Work includes the transfer of the red-line As-Built plan mark-ups to the original full size reproducible plan sheets (or CADD file) and forwarding a reproducible set of plans with the transferred As-Built changes to SANBAG, Caltrans and the City of Redlands.

**Deliverables:**

- As-Builts

Specific Rate of Compensation

Contract Totals			
Prime		Hours	Cost
	<b>ADVANTEC Consulting Engineers</b>		
	Labor Costs	4201	\$ 502,415
	Other Direct Costs		\$ 26,050
<b>Sub total</b>		4201	\$ 528,465
	<b>Simon Wong Engineering</b>		
	Labor Costs	598	\$ 67,920
	Other Direct Costs		\$ 1,110
<b>Sub total</b>		598	\$ 69,030
	<b>ICF International</b>		
	Labor Costs	1304	\$ 187,290
	Other Direct Costs		\$ 9,262
<b>Sub total</b>		1304	\$ 196,551
	<b>Kleinfelder</b>		
	Labor Costs	480	\$ 62,191
	Other Direct Costs		\$ 25,406
<b>Sub total</b>		480	\$ 87,597
<b>Contract Grand Total Amount</b>		<b>6583</b>	<b>\$ 881,643</b>

Attachment: C14163 - Exhibit B Cost Proposal (1227 : I-10 University Engineering Contract)



## EXHIBIT B

Consultant ADVANTEC Consulting EngineersContract No. 14163Date 10/08/2014

SCHEDULE OF OTHER DIRECT COST ITEMS			
Description of Items	Unit	Unit Cost	Total
A. Mileage	5000	\$ 0.56	\$ 2,800.00
B. Printing	1	\$ 2,500.00	\$ 2,500.00
C. Postage and Delivery	1	\$ 1,000.00	\$ 1,000.00
D. Design Cross Section Surveying	1	\$ 18,250.25	\$ 18,250.25
E. Traffic Counts (Average Daily Traffic and Peak Hours)	1	\$ 1,500.00	\$ 1,500.00
F.	0	\$ -	\$ -
G.	0	\$ -	\$ -
<b>TOTAL ODC's =</b>			<b>\$ 26,050.25</b>

## IMPORTANT NOTES:

- List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
- 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.
- Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in overhead rate.
- Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice )
- Items listed above that would be considered "tools of the trade" are not reimbursable as other direct costs.
- Travel related costs should be pre-approved by the contracting agency. The rates should not exceed the State Department of Personnel Administration (DPA) requirements.
- 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.
- If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedures for all of their contracts and that they do not own any vehicles that could be used for the same purpose.



**EXHIBIT B**Sub-Consultant: **Simon Wong Engineering**Contract No. 14163Date 10/08/2014

<b>SCHEDULE OF OTHER DIRECT COST ITEMS</b>			
Description of Items	Unit	Unit Cost	Total
A. Mileage	1000	\$ 0.56	\$ 560.00
B. Plotting	40	\$ 10.00	\$ 400.00
C. Postage and Delivery	6	\$ 25.00	\$ 150.00
D.	0	\$ -	\$ -
E.	0	\$ -	\$ -
F.	0	\$ -	\$ -
G.	0	\$ -	\$ -
<b>TOTAL ODC's =</b>			<b>\$ 1,110.00</b>

**IMPORTANT NOTES:**

- List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
- 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.
- Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in overhead
- Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice )
- Items listed above that would be considered "tools of the trade" are not reimbursable as other direct costs.
- Travel related costs should be pre-approved by the contracting agency. The rates should not exceed the State Department of Personnel Administration (DPA) requirements.
- 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.
- If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedures for all of their contracts and that they do not own any vehicles that could be used for the same purpose.

EXHIBIT B

Consultant	<u>ICF</u>	Contract No.	<u>14163</u>	Date	<u>10/08/2014</u>	
Fringe Benefit % (=0%if Included in OH)	+	Over head %	+	General Administration% (=0%if Included in OH)	=	Combined Indirect Cost Rate (ICR) %
<u>34.00%</u>		<u>148.00%</u>		<u>5.96%</u>		<u>187.96%</u>
						FEE % = <u>9.00%</u>

Name/ Job Title/ Classification	Hours and Billing Rates		Total Hours	Total Cost	Effective date of hourly rate		Hourly Rate Rate Range		Actual or Avg hourly rate	% or \$ increase
	Straight Hrs	Straight Rate			From	To	Low	High		
Project Director	0	\$ 238.55	0	\$ -	01/01/2014	12/31/2014	\$ 78.00	\$ 78.00	\$ 76.00	0.0%
	137.6	\$ 245.70	137.6	\$ 33,808.66	01/01/2015	12/31/2015	\$ 80.34	\$ 80.34	\$ 78.28	3.0%
	34.4	\$ 253.07	34.4	\$ 8,705.73	01/01/2016	12/31/2016	\$ 82.75	\$ 82.75	\$ 80.63	3.0%
	0	\$ 260.67	0	\$ -	01/01/2017	12/31/2017	\$ 85.23	\$ 85.23	\$ 83.05	3.0%
Senior Project Director	0	\$ 268.49	0	\$ -	01/01/2018	12/31/2018	\$ 87.79	\$ 87.79	\$ 85.54	3.0%
	0	\$ 276.21	0	\$ -	01/01/2014	12/31/2014	\$ 79.56	\$ 121.82	\$ 88.00	0.0%
	5	\$ 284.50	5	\$ 1,422.49	01/01/2015	12/31/2015	\$ 81.95	\$ 125.47	\$ 90.64	3.0%
	0	\$ 293.03	0	\$ -	01/01/2016	12/31/2016	\$ 84.41	\$ 129.24	\$ 93.36	3.0%
Project Director	0	\$ 301.82	0	\$ -	01/01/2017	12/31/2017	\$ 86.94	\$ 133.12	\$ 96.16	3.0%
	0	\$ 310.88	0	\$ -	01/01/2018	12/31/2018	\$ 89.55	\$ 137.11	\$ 99.04	3.0%
	0	\$ 222.66	0	\$ -	01/01/2014	12/31/2014	\$ 52.85	\$ 84.14	\$ 70.94	0.0%
	24	\$ 229.34	24	\$ 5,504.25	01/01/2015	12/31/2015	\$ 54.44	\$ 86.66	\$ 73.07	3.0%
Senior Technical Analyst	0	\$ 236.22	0	\$ -	01/01/2016	12/31/2016	\$ 56.07	\$ 89.26	\$ 75.26	3.0%
	0	\$ 243.31	0	\$ -	01/01/2017	12/31/2017	\$ 57.75	\$ 91.94	\$ 77.52	3.0%
	0	\$ 250.61	0	\$ -	01/01/2018	12/31/2018	\$ 59.48	\$ 94.70	\$ 79.84	3.0%
	0	\$ 177.72	0	\$ -	01/01/2014	12/31/2014	\$ 51.86	\$ 65.93	\$ 56.62	0.0%
Managing Consultant	44	\$ 183.05	44	\$ 8,054.13	01/01/2015	12/31/2015	\$ 53.42	\$ 67.91	\$ 58.32	3.0%
	0	\$ 188.54	0	\$ -	01/01/2016	12/31/2016	\$ 55.02	\$ 69.95	\$ 60.07	3.0%
	0	\$ 194.20	0	\$ -	01/01/2017	12/31/2017	\$ 56.67	\$ 72.04	\$ 61.87	3.0%
	0	\$ 200.02	0	\$ -	01/01/2018	12/31/2018	\$ 58.37	\$ 74.20	\$ 63.73	3.0%
Senior Consultant III	0	\$ 156.94	0	\$ -	01/01/2014	12/31/2014	\$ 42.22	\$ 65.68	\$ 50.00	0.0%
	36	\$ 161.65	36	\$ 5,819.27	01/01/2015	12/31/2015	\$ 43.49	\$ 67.65	\$ 51.50	3.0%
	0	\$ 166.50	0	\$ -	01/01/2016	12/31/2016	\$ 44.79	\$ 69.68	\$ 53.05	3.0%
	0	\$ 171.49	0	\$ -	01/01/2017	12/31/2017	\$ 46.13	\$ 71.77	\$ 54.64	3.0%
Senior Consultant II	0	\$ 176.64	0	\$ -	01/01/2018	12/31/2018	\$ 47.52	\$ 73.92	\$ 56.28	3.0%
	0	\$ 153.20	0	\$ -	01/01/2014	12/31/2014	\$ 36.13	\$ 57.70	\$ 48.81	0.0%
	184	\$ 157.80	184	\$ 29,035.05	01/01/2015	12/31/2015	\$ 37.21	\$ 59.43	\$ 50.27	3.0%
	0	\$ 162.53	0	\$ -	01/01/2016	12/31/2016	\$ 38.33	\$ 61.21	\$ 51.78	3.0%
Senior Consultant I	0	\$ 167.41	0	\$ -	01/01/2017	12/31/2017	\$ 39.48	\$ 63.05	\$ 53.34	3.0%
	0	\$ 172.43	0	\$ -	01/01/2018	12/31/2018	\$ 40.66	\$ 64.94	\$ 54.94	3.0%
	0	\$ 128.28	0	\$ -	01/01/2014	12/31/2014	\$ 30.10	\$ 52.08	\$ 40.87	0.0%
	368	\$ 132.13	368	\$ 48,623.74	01/01/2015	12/31/2015	\$ 31.00	\$ 53.64	\$ 42.10	3.0%
Associate Consultant III	0	\$ 136.09	0	\$ -	01/01/2016	12/31/2016	\$ 31.93	\$ 55.25	\$ 43.36	3.0%
	0	\$ 140.18	0	\$ -	01/01/2017	12/31/2017	\$ 32.89	\$ 56.91	\$ 44.66	3.0%
	0	\$ 144.38	0	\$ -	01/01/2018	12/31/2018	\$ 33.88	\$ 58.62	\$ 46.00	3.0%
	0	\$ 106.91	0	\$ -	01/01/2014	12/31/2014	\$ 22.12	\$ 48.25	\$ 34.06	0.0%
Associate Consultant II	78	\$ 110.11	78	\$ 8,588.85	01/01/2015	12/31/2015	\$ 22.78	\$ 49.70	\$ 35.08	3.0%
	0	\$ 113.42	0	\$ -	01/01/2016	12/31/2016	\$ 23.47	\$ 51.19	\$ 36.13	3.0%
	0	\$ 116.82	0	\$ -	01/01/2017	12/31/2017	\$ 24.17	\$ 52.72	\$ 37.22	3.0%
	0	\$ 120.32	0	\$ -	01/01/2018	12/31/2018	\$ 24.90	\$ 54.31	\$ 38.33	3.0%
Associate Consultant I	0	\$ 89.86	0	\$ -	01/01/2014	12/31/2014	\$ 24.32	\$ 38.01	\$ 28.63	0.0%
	296	\$ 92.56	296	\$ 27,397.37	01/01/2015	12/31/2015	\$ 25.05	\$ 39.15	\$ 29.49	3.0%
	0	\$ 95.34	0	\$ -	01/01/2016	12/31/2016	\$ 25.80	\$ 40.32	\$ 30.37	3.0%
	0	\$ 95.34	0	\$ -	01/01/2017	12/31/2017	\$ 26.58	\$ 41.53	\$ 31.28	3.0%
Editor	0	\$ 95.34	0	\$ -	01/01/2018	12/31/2018	\$ 27.37	\$ 42.78	\$ 32.22	3.0%
	0	\$ 88.07	0	\$ -	01/01/2014	12/31/2014	\$ 22.38	\$ 38.50	\$ 28.06	0.0%
	0	\$ 90.72	0	\$ -	01/01/2015	12/31/2015	\$ 23.05	\$ 39.66	\$ 28.90	3.0%
	0	\$ 93.44	0	\$ -	01/01/2016	12/31/2016	\$ 23.74	\$ 40.84	\$ 29.77	3.0%
Assistant Consultant	0	\$ 96.24	0	\$ -	01/01/2017	12/31/2017	\$ 24.46	\$ 42.07	\$ 30.66	3.0%
	0	\$ 99.13	0	\$ -	01/01/2018	12/31/2018	\$ 25.19	\$ 43.33	\$ 31.58	3.0%
	0	\$ 82.99	0	\$ -	01/01/2014	12/31/2014	\$ 20.50	\$ 39.02	\$ 26.44	0.0%
	0	\$ 85.48	0	\$ -	01/01/2015	12/31/2015	\$ 21.12	\$ 40.19	\$ 27.23	3.0%
Labor Total	0	\$ 88.04	0	\$ -	01/01/2016	12/31/2016	\$ 21.75	\$ 41.40	\$ 28.05	3.0%
	0	\$ 90.68	0	\$ -	01/01/2017	12/31/2017	\$ 22.40	\$ 42.64	\$ 28.89	3.0%
	0	\$ 93.40	0	\$ -	01/01/2018	12/31/2018	\$ 23.07	\$ 43.92	\$ 29.76	3.0%
	0	\$ 106.62	0	\$ -	01/01/2014	12/31/2014	\$ 32.36	\$ 35.57	\$ 33.97	0.0%
Labor Total	80	\$ 109.82	80	\$ 8,785.80	01/01/2015	12/31/2015	\$ 33.33	\$ 36.64	\$ 34.99	3.0%
	0	\$ 113.12	0	\$ -	01/01/2016	12/31/2016	\$ 34.33	\$ 37.74	\$ 36.04	3.0%
	0	\$ 116.51	0	\$ -	01/01/2017	12/31/2017	\$ 35.36	\$ 38.87	\$ 37.12	3.0%
	0	\$ 120.01	0	\$ -	01/01/2018	12/31/2018	\$ 36.42	\$ 40.03	\$ 38.23	3.0%
Labor Total	0	\$ 88.20	0	\$ -	01/01/2014	12/31/2014	\$ 22.84	\$ 31.89	\$ 28.10	0.0%
	17	\$ 90.85	17	\$ 1,544.37	01/01/2015	12/31/2015	\$ 23.53	\$ 32.85	\$ 28.94	3.0%
	0	\$ 93.57	0	\$ -	01/01/2016	12/31/2016	\$ 24.23	\$ 33.83	\$ 29.81	3.0%
	0	\$ 96.38	0	\$ -	01/01/2017	12/31/2017	\$ 24.96	\$ 34.85	\$ 30.71	3.0%
Labor Total	0	\$ 99.27	0	\$ -	01/01/2018	12/31/2018	\$ 25.71	\$ 35.89	\$ 31.63	3.0%
Labor Total			1304	\$ 187,289.70						

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate \*(1+ICR) \* (1+FEE). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.
- Increase percent rate is used for estimating the contract value. Escallation shall be applied per contract section 5.2

Note:

Denote all employees subject to prevailing wage with an asterisks (\*)

For "Other Direct Costs" listing, see page 2 of the Exhibit

EXHIBIT B

Subconsultant

ICF

Contract No.

14163

Date 10/08/2014

SCHEDULE OF OTHER DIRECT COST ITEMS			
Description of Items	Unit	Unit Cost	Total
A. Reproductions	1	\$ 4,600.00	\$ 4,600.00
B. Postage and Delivery	1	\$ 920.00	\$ 920.00
C. Travel, Auto, incld. Mileage at current IRS rate (.56/mile)	4896	\$ 0.56	\$ 2,741.76
D. Surveys and Reports	1	\$ 1,000.00	\$ 1,000.00
E.	0	\$ -	\$ -
F.	0	\$ -	\$ -
G.	0	\$ -	\$ -
<b>TOTAL ODC's =</b>			<b>\$ 9,261.76</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.

Attachment: C14163 - Exhibit B Cost Proposal (1227 : I-10 University Engineering Contract)



EXHIBIT B

Subconsultant Kleinfelder Contract No. 14163 Date 10/08/2014

SCHEDULE OF OTHER DIRECT COST ITEMS			
Description of Items	Unit	Unit Cost	Total
A. Geotechnical Drilling	1	\$ 6,000.00	\$ 6,000.00
B. Traffic Control	1	\$ 9,200.00	\$ 9,200.00
C. Geotechnical Laboratory	1	\$ 5,200.00	\$ 5,200.00
D. Caltrans Permits	1	\$ 1,000.00	\$ 1,000.00
E. Environmental Laboratory: TTLC, STLC, STLC-di, PH, TCLP, Paint Chip	1	\$ 2,004.00	\$ 2,004.00
F. Agency Rquests	1	\$ 600.00	\$ 600.00
G. Various Environmental Testing and Supplies: Augers, Camera, GPS, Report Copies and Reproduction Costs	1	\$ 825.00	\$ 825.00
H. Mileage	1030	\$ 0.56	\$ 576.80
I.		\$ -	\$ -
<b>TOTAL ODC's =</b>			<b>\$ 25,405.80</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
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in overhead rate.
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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 ow

Attachment: C14163 - Exhibit B Cost Proposal (1227 : I-10 University Engineering Contract)

## *Minute Action*

AGENDA ITEM: 8

**Date:** *November 13, 2014*

**Subject:**

Draft Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) Project List

**Recommendation:**

Receive information on the submittal of a Draft Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) Project List to SCAG by November 30, 2014.

**Background:**

SANBAG currently collaborates with the Southern California Association of Governments (SCAG) on a broad range of transportation and sustainability initiatives. As part of these collaborative efforts, SANBAG was directly involved in the development of the 2012-2035 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) and is currently involved in development of the 2016-2040 RTP/SCS. The 2012-2035 RTP/SCS was adopted by SCAG's Regional Council on April 4, 2012.

While SCAG develops the RTP/SCS, the land use and transportation changes within it are largely driven by the respective actions of local governments, transit agencies, Caltrans, and County Transportation Commissions. It is therefore critical that the Transportation Commissions be engaged in the implementation of the Plan in order for its benefits to be realized. In addition, the RTP/SCS progress toward the implementation of the RTP/SCS needs to be reflected in each subsequent RTP/SCS cycle.

The RTP portion of the RTP/SCS is a long-range transportation plan that is developed and updated by SCAG every four years. The RTP provides a vision for transportation investments throughout the region. Using growth forecasts and economic trends that project out over a 20-year period, the RTP considers the role of transportation in the broader context of economic, environmental, and quality-of-life goals for the future, identifying regional transportation strategies to address our mobility needs.

The SCS was required by Senate Bill 375 to better integrate land use and transportation strategies that will achieve Greenhouse Gas (GHG) reduction targets set by the California Air Resources Board (CARB). The focus of the SCS is on GHG reductions from automobiles and light trucks through integrated transportation, land use, housing and environmental planning.

The long range transportation plan for San Bernardino County is embedded within the SCAG RTP/SCS. SCAG has requested that County Transportation Commissions submit their lists of transportation projects by November 30, 2014. Changes to those project lists may occur as the development of the RTP/SCS proceeds, but SANBAG staff wanted to bring this submittal to the

*Entity: CTC*

attention of the Board, given the number of critical projects needing to be reflected. Approval of the project list by the SANBAG Board is not required at this time.

As background to development of the RTP/SCS project list, staff has been working on a Countywide Transportation Plan (CTP). The CTP is ultimately folded into the SCAG RTP/SCS, but the Board authorized staff to work on the county's own independent assessment of longer-term project needs and financial issues through the CTP. Thus far, staff has analyzed the following:

- Existing conditions. The current status of the highway and transit networks and the characteristics of travel on those networks.
- Funding that is projected to be available for capital projects through year 2040. The approach to this analysis was to identify how much funding could be expected following the delivery of all the projects in the 10-Year Delivery Plan projects.
- Identification of two scenarios. The Baseline Scenario includes all projects that can be reasonably funded through Measure I, developer fees and conservative assumptions of traditional state and federal sources. The concept of the Baseline Scenario is to identify what we could expect to build and operate with traditional sources of revenue. The Aggressive scenario would include projects that are considered necessary to support future transportation demands but could be funded only with more optimistic funding expectations and/or innovative funding strategies such as those included in the 2012 SCAG RTP.
- Identification of transportation projects scaled to the levels of funding for each scenario. The Aggressive Scenario is being used as the basis for submittal of projects to SCAG for the RTP/SCS. This is consistent with the strategy for inclusion of projects for the 2012 RTP/SCS, as it was based on a much more optimistic view of potential funding that could be expected in the future. This does not financially commit SANBAG to all of the projects, but it does provide additional flexibility on which projects can be advanced for further project development.

It is important to note that funding for maintenance and operations is a critical issue not only for the RTP/SCS, but for the San Bernardino County CTP as well. Consideration of life-cycle costs is an increasingly important topic and will be an issue going forward for San Bernardino County and the Region. The funding estimates in this agenda item represent estimates for capital projects after consideration of operations needs as they are known at this time. However these future needs are very difficult to predict. SANBAG has no current responsibility for local jurisdiction street or state highway maintenance. However, maintenance and operations for the Express Lanes are accounted for through toll revenue.

### **Estimates of Funding through 2040**

Table 1 shows SANBAG staff's estimates of funds projected to be available subsequent to delivery of projects in the 10-Year Delivery Plan (10YDP). The estimates are in 2014 dollars. This amount is what would be available for projects in the Baseline Scenario beyond those projects committed to in the 10YDP. State and Federal revenues have been assumed to be flat (i.e. no increases or reductions in funding from current levels). This is the same assumption used

for the 10YDP. Estimated Development Impact Fee (DIF) funds are not shown, but are assumed to be available at the levels necessary to match SANBAG shares per the Nexus Study. Please reference the 10YDP for details regarding projects included (go to “Publications” on the SANBAG home page). Some additional notes on Table 1 include:

- The uncommitted revenue for the Valley Freeway Program assumes that the Express Lanes alternative is completed under the 10YDP, per the SANBAG Board action to identify the Express Lanes as the locally preferred alternative.
- The uncommitted revenue for the Valley Freeway Interchange Program is what would be available following completion of the top 10 interchanges on the priority list, plus I-10/Pepper.
- The grade separation portion of the Valley Major Street Program has no additional Measure I revenue available under current projections.

**Table 1. Estimate of Uncommitted Revenue Beyond the SANBAG 10-Year Delivery Plan  
(Millions of 2014 Dollars)**

<b>Revenue Source</b>	<b>Uncommitted Revenue Beyond 10YDP (Millions of 2014 Dollars)</b>
<b>Measure I Programs</b>	
Valley Freeway	\$122
Valley Freeway Interchanges	\$134
Valley Major Streets - Grade Separations	\$0
Valley Metrolink/Rail Capital	\$17
Valley Express Bus/BRT Capital and Operations	\$149
Cajon Pass	\$56
Victor Valley Major Local Highways	\$21
North Desert Major Local Highways	\$23
Mountains Major Local Highways	\$18
Morongo Basin Major Local Highways	\$24
Colorado River Major Local Highways	\$3
<b>Federal</b>	
CMAQ Valley	\$171
CMAQ Mountain/Desert	\$134
Surface Transportation Program (STP) Valley	\$130
Surface Transportation Program Mountain/Desert	\$42
FTA Section 5307	\$89
<b>State</b>	
State Transit Assistance Fund Valley	\$66
State Transit Assistance Fund Mtn/Desert	\$61
Regional Improvement Program (aka STIP) Valley	\$80
Regional Improvement Program (aka STIP) Mountain/Desert	\$220

- The Valley Major Street Arterial Program is not shown, as jurisdictions have access to a formula share of the revenues available to that program under the “Equitable Share” policy. Local jurisdictions decide which of their Nexus Study projects to fund in any given year.
- None of the estimates for the Measure I Local Street pass-through or Senior and Disabled Transit programs are shown, given the generally formula-based nature of these ongoing programs.
- Uncommitted Measure I revenue for the Cajon Pass reflects what will remain following construction of the Devore (I-15/I-215) Junction.
- Only the Major Local Highways Program funding is shown for the Mountain/Desert subareas. The 10YDP shows substantial commitments of those funds for the Victor Valley, leaving only \$21 million in additional funds projected to 2040. The other Mountain/Desert subareas have relatively small commitments of Measure I Major Local Highways funding in the 10YDP.
- For Federal funds, an effort has been made to estimate uncommitted CMAQ funding by subarea. STP and STIP funding is estimated only for the Valley and overall Mountain/Desert areas. It is worth noting that the amount of uncommitted State and Federal funding (approximately \$1 billion) is much larger than the uncommitted Measure I, in part because substantial bonding against Measure I is projected by the 10YDP to occur to deliver the projects at an early date. The debt service for this bonding is considered to be committed revenue in the 10YDP. This means that additional State and Federal funding for capital projects will be freed up following the delivery of the 10YDP projects, as such funding can only be used concurrent with project delivery.

### **Capital Projects for the Baseline Scenario**

The Baseline Scenario includes all projects identified in the Measure I 2010-2040 Ten-Year Delivery Plan 2014 Update, plus projects that could be funded under the funding estimates listed in Table 1. See Attachment 1 for the list of projects to be delivered under the 10YDP. The following lists the additional projects that could be funded beyond the 10YDP projects under the Baseline Scenario given estimates of available Measure I, DIF, State, and Federal funds. It should be noted that this estimate deals with total available funding and that there may be limitations on where much of the funding can be allocated and what projects might be eligible. The identification of projects is preliminary, subject to further discussions with local jurisdictions and the SANBAG Board.

#### **Cajon Pass**

- I-15 Express Lanes from Devore to US 395 (subject to project being supportable with toll revenue)

#### **Valley Freeway**

- I-215 North, HOV lane from SR-210 to I-15 (also listed in the Expenditure Plan)

### Valley Interchanges

- Additional Interchanges on the current priority list (through No. 18). Please note that SANBAG is obligated to reconsider interchange priorities in 2015 and that the interchange phasing analysis will be a consideration in this review. More information will be provided by SANBAG staff over the next several months. Current policy is to use the existing priority list. These would include:
  - SR-60/Grove
  - SR-60/Euclid
  - I-10/Euclid
  - SR-60/Mountain
  - SR-60/Ramona
  - I-15/Sierra
  - SR-210/Waterman
  - I-10/Mountain View

### Valley Rail/Bus

- San Bernardino Line Double Track Control Point Lilac to Control Point Rancho
- Gold Line to Montclair
- Metrolink Expansion to 50 daily trains
- West Valley Connector as Express Bus
- Foothill/5<sup>th</sup> Express Bus

### Victor Valley Major Local Highway

- US 395 Widening to 6 lanes
- I-15 Express Lanes from US 395 to High Desert Corridor (1 lane each direction north of US 395)
- SR-138 Widening and Improvements (Local input needed for inclusion in Baseline vs. Aggressive scenario)
- Priority Corridor Signal Coordination (Local input needed for inclusion in Baseline vs. Aggressive scenario)
- Yucca Loma Corridor – Green Tree Boulevard Extension
- Yucca Loma Corridor – Yucca Loma Road
- Interchanges (Local input needed on interchange priorities for inclusion in Baseline vs. Aggressive scenario)
  - I-15/Muscatel
  - I-15/Eucalyptus
  - I-15/Bear Valley Road

### Mountains (Local input needed for inclusion in Baseline vs. Aggressive scenario)

- Intersection and targeted highway widening projects to be identified through the Mountain Area Transportation Study
- Stanfield Cutoff
- Village L Advanced Expenditure Agreement Repayment of an additional \$1.2 million
- Changeable Message Sign at Big Bear Dam
- SR-18/Artic Circle: slope stabilization

Board of Directors Metro Valley Study Session Agenda Item

November 13, 2014

Page 6

- North Shore: pave shoulders and add bike lane
- Highway 18 at Crest Forest Drive – realign
- Highway 18 at Daly Canyon – turn lane
- Safety and Intersection/Traffic Flow Improvements
  - SR-18
  - SR-38
  - SR-330
  - SR-138

North Desert (Local input needed for inclusion in Baseline vs. Aggressive scenario):

- First Avenue Bridge over BNSF
- First Avenue Bridge over Mojave
- Baker Boulevard
- Bridges on National Trails Highway
- SR-58 Widening and Improvements
- US 395 Widening and Improvements
- I-15/Morton interchange
- Vista Road Grade Separation

Morongo Basin (Local input needed for inclusion in Baseline vs. Aggressive scenario):

- SR-62 and SR-247 Widening and Safety Improvements
- SR-62 Widening and Safety Improvements between Morongo Basin and Coachella Valley
- SR-62/Dumosa Traffic Signal
- Yucca Valley: SR-62 Airway/LaContenta
- Yucca Valley: SR-62 Airway/Sage
- Twentynine Palms: SR-62 Encelia/Split Rock
- Twentynine Palms: SR-62 Encelia Traffic Signal
- Additional improvements being identified in the Morongo Basin Transportation Study

Colorado River (Local input needed for inclusion in Baseline vs. Aggressive scenario):

- Portions of Needles Highway Widening and Realignment from I-40 to Nevada (up to available funding)
- J Street (Needles) Connector
- Construction of new bridge in Needles connecting I-40 to Arizona

Other

- Nexus Study arterial projects that can be delivered with projected Measure I revenue and DIF funds
- Continuation of the ridesharing program
- Continuation of Freeway Service Patrol and callbox programs
- Continued expansion of the non-motorized network per the Non-Motorized Transportation Plan, with substantial funding from grant programs and TDA Article 3 funding
- Periodic updates of the signal synchronization program

**Capital Projects for the Aggressive Scenario (which would be consistent with the SANBAG submittal to SCAG for RTP/SCS projects)**

- All projects identified in the 10YDP plus the additional Baseline Scenario projects
- Freeway Improvements
  - Full Buildout of I-215 from I-10 to Riverside County Line
    - Including I-215/Washington
  - I-215 mixed flow lane from SR-210 to I-15
  - Completion of I-10 to Riverside Co. Line with HOV or Express Lanes
  - SR-210 HOV lane from I-215 to I-10
  - I-10/I-15 Express Lane Connectors (connectors are listed in the Measure I Expenditure Plan)
- Full Interchange Program (including all Nexus Study interchanges plus SR-210/Victoria)
- Arterial Program Buildout, per Nexus Study
- All Nexus Study Grade Separations plus additional grade separations in SCAG Regional Freight Plan
- Redlands Passenger Rail Phase 2
- Full Bus Rapid Transit for West Valley Connector and Foothill/5<sup>th</sup>. Express bus or hybrid BRT/express on remainder.
- Buildout of Non-Motorized Transportation Plan facilities
- High Desert Corridor (sources of public and/or private/toll funding yet to be determined)
- Passenger Rail to Ontario Airport

If the 2016 RTP/SCS development follows the pattern of the 2012 cycle, it is anticipated that the SANBAG Aggressive Scenario projects will be included in the SCAG Financially Constrained Plan. Over the next several months, further technical analysis by SANBAG staff will evaluate the CTP scenarios and develop specific recommendations for the final 2016-2040 RTP/SCS Project List to be submitted to SCAG in the spring of 2015. The current list that SANBAG is providing to SCAG represents a draft RTP/SCS Project List that includes updated and current information for the projects included in the Ten-Year Delivery Plan as well as updated and current information for projects that have historically appeared in the RTP. However, it is important to have as accurate a response as possible to this draft submittal, which is why the draft list is being discussed with both technical and policy committees at this time.

Staff has been coordinating with local jurisdictions regarding local input into the planning process through regular updates at Transportation Technical Advisory Committee meetings. Staff is not requesting approval of the list at this time, but is presenting information so that local jurisdiction staff and Board members can provide comment on both overall direction and specific projects.

Board of Directors Metro Valley Study Session Agenda Item

November 13, 2014

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***Financial Impact:***

There is no impact to the Fiscal Year 2014/2015 SANBAG budget.

***Reviewed By:***

This item is being reviewed by the Mountain/Desert Committee on November 14, 2014 and material in this item was reviewed by the Transportation Technical Advisory Committee on November 3, 2014.

***Responsible Staff:***

Timothy Byrne, Chief of Planning

## Attachment 1. Key Projects Included in the 10-Year Delivery Plan

### Freeway:

- I-10 HOV or Express Lanes
- I-215 Bi-County HOV Lane
- I-215 Barton interchange
- SR-210 Lane Addition
- I-15 Express Lanes to Devore
- I-10 Truck Climbing Lane

### Interchanges:

- I-10/Cherry
- I-10/Citrus
- I-10/Tippecanoe Phase 1 & 2
- I-10/Cedar
- SR-210/Baseline
- SR-60/Central
- I-10/University
- I-215/University
- I-10/Alabama
- I-15/Baseline
- I-10/Mt. Vernon
- SR-60/Archibald
- I-10/Monte Vista
- I-10/Pepper
- I-10/Riverside

### Grade Separations:

- North Vineyard
- South Milliken
- Glen Helen
- Palm Avenue
- Laurel Avenue

### Valley Rail/Bus:

- Downtown San Bernardino Rail
- Redlands Passenger Rail
- San Bernardino Line Double Track Preliminary Engineering
- Passenger Rail to Montclair Project Approval/Environmental Document

### Victor Valley Major Local Highway

- Yucca Loma Bridge
- I-15/Ranchero
- Yucca Loma – Green Tree
- US 395 Widening
- Ranchero Corridor
- Lenwood Grade Separation

### Cajon Pass:

- Devore (I-15/I-215) interchange

**BOARD OF DIRECTORS METRO VALLEY STUDY SESSION ATTENDANCE RECORD – 2014**

<b>Name</b>	<b>Jan</b>	<b>Feb</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>
<b>Gary Ovitt</b> Board of Supervisors		X	X	X		X		X	X	X		
<b>James Ramos</b> Board of Supervisors		X	X			X		X	X			
<b>Janice Rutherford</b> Board of Supervisors		X		X	X	X		X		X		
<b>Josie Gonzales</b> Board of Supervisors				X		X		X	X			
<b>Robert Lovingood</b> Board of Supervisors												
<b>Cari Thomas</b> City of Adelanto												
<b>Curt Emick</b> Town of Apple Valley												
<b>Julie McIntyre</b> City of Barstow												
<b>Bill Jahn</b> City of Big Bear Lake		X	X	X	X			X	X	X		
<b>Dennis Yates</b> City of Chino		X	X	X		X		X	X	X		
<b>Ed Graham</b> City of Chino Hills		X	X	X	X			X	X	X		
<b>Frank Navarro</b> City of Colton		X	X	X	X	X		X	X			
<b>Michael Tahan</b> City of Fontana		X	X	X	X	X		X	X	X		
<b>Walt Stanckiewitz</b> City of Grand Terrace		X	X	X	X	X		X	X	X		
<b>Mike Leonard</b> City of Hesperia				X								
<b>Larry McCallon</b> City of Highland		X	X	X	X			X		X		
<b>Rhodes ‘Dusty’ Rigsby</b> City of Loma Linda			X		X			X	X	X		

X = member attended meeting. \* = alternate member attended meeting. Empty box = Did not attend meeting. Crossed out box = not a Board Member at the time.

**BOARD OF DIRECTORS METRO VALLEY STUDY SESSION ATTENDANCE RECORD – 2014**

<b>Name</b>	<b>Jan</b>	<b>Feb</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>
<b>Paul Eaton</b> City of Montclair		X		X	X	X		X	X	X		
<b>Edward Paget</b> City of Needles				X								
<b>Alan Wapner</b> City of Ontario			X	X	X	X		X	X	X		
<b>L. Dennis Michael</b> City of Rancho Cucamonga			X	X	X	X		X	X	X		
<b>Pete Aguilar</b> City of Redlands		X	X	X	X	X		X	X	X		
<b>Deborah Robertson</b> City of Rialto		X	X		X	X		X				
<b>R. Carey</b> City of San Bernardino			X	X	X	X		X	X	X		
<b>Patrick Morris</b> City of San Bernardino		X										
<b>Jim Harris</b> City of Twentynine Palms		X	X	X	X	X		X	X			
<b>Ray Musser</b> City of Upland		X	X					X	X	X		
<b>Ryan McEachron</b> City of Victorville		X	X	X	X	X		X		X		
<b>Dick Riddell</b> City of Yucaipa		X	X	X	X	X		X	X			
<b>George Huntington</b> Town of Yucca Valley												

**Communication: Attendance (Additional Information)**

X = member attended meeting. \* = alternate member attended meeting. Empty box = Did not attend meeting. Crossed out box = not a Board Member at the time.

*San Bernardino Associated Governments (SANBAG) is a council of governments formed in 1973 by joint powers agreement of the cities and the County of San Bernardino. SANBAG is governed by a Board of Directors consisting of a mayor or designated council member from each of the twenty-four cities in San Bernardino County and the five members of the San Bernardino County Board of Supervisors.*

*In addition to SANBAG, the composition of the SANBAG Board of Directors also serves as the governing board for several separate legal entities listed below:*

***The San Bernardino County Transportation Commission**, which is responsible for short and long range transportation planning within San Bernardino County, including coordination and approval of all public mass transit service, approval of all capital development projects for public transit and highway projects, and determination of staging and scheduling of construction relative to all transportation improvement projects in the Transportation Improvement Program.*

***The San Bernardino County Transportation Authority**, which is responsible for administration of the voter-approved half-cent transportation transactions and use tax levied in the County of San Bernardino.*

***The Service Authority for Freeway Emergencies**, which is responsible for the administration and operation of a motorist aid system of call boxes on State freeways and highways within San Bernardino County.*

***The Congestion Management Agency**, which analyzes the performance level of the regional transportation system in a manner which ensures consideration of the impacts from new development and promotes air quality through implementation of strategies in the adopted air quality plans.*

*As a **Subregional Planning Agency**, SANBAG represents the San Bernardino County subregion and assists the Southern California Association of Governments in carrying out its functions as the metropolitan planning organization. SANBAG performs studies and develops consensus relative to regional growth forecasts, regional transportation plans, and mobile source components of the air quality plans.*

*Items which appear on the monthly Board of Directors agenda are subjects of one or more of the listed legal authorities. For ease of understanding and timeliness, the agenda items for all of these entities are consolidated on one agenda. Documents contained in the agenda package are clearly marked with the appropriate legal entity.*

## Meeting Procedures and Rules of Conduct

### **Meeting Procedures**

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

### **Accessibility**

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

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

**Agenda Actions** – Items listed on both the “Consent Calendar” and “Items for Discussion” contain suggested actions. The Board of Directors will generally consider items in the order listed on the agenda. However, items may be considered in any order. New agenda items can be added and action taken by two-thirds vote of the Board of Directors.

**Closed Session Agenda Items** – Consideration of closed session items *excludes* members of the public. These items include issues related to personnel, pending litigation, labor negotiations and real estate negotiations. Prior to each closed session, the Chair will announce the subject matter of the closed session. If action is taken in closed session, the Chair may report the action to the public at the conclusion of the closed session.

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

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

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

**Public Comment** – At the end of the agenda, an opportunity is also provided for members of the public to speak on any subject within the Board's authority. *Matters raised under “Public Comment” may not be acted upon at that meeting. “Public Testimony on any Item” still apply.*

**Disruptive Conduct** – If any meeting of the Board is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible, the Chair may recess the meeting or order the person, group or groups of person willfully disrupting the meeting to leave the meeting or to be removed from the meeting. Disruptive conduct includes 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, or otherwise preventing the Board from conducting its meeting in an orderly manner. *Please be aware that a NO SMOKING policy has been established for meetings. Your cooperation is appreciated!*

## **SANBAG General Practices for Conducting Meetings of Board of Directors and Policy Committees**

**Attendance** - The Chair of the Board or a Policy Committee (Chair) has the option of taking attendance by Roll Call or Self-Introductions. If attendance is taken by Roll Call, the Clerk of the Board will call out by jurisdiction or supervisorial district. The Member or Alternate will respond by stating his/her name. If attendance is by Self-Introduction, the Member or Alternate will state his/her name and jurisdiction or supervisorial district.

- A Member/Alternate, who arrives after attendance is taken, shall announce his/her name prior to voting on any item.
- A Member/Alternate, who wishes to leave the meeting after attendance is taken but before remaining items are voted on, shall announce his/her name and that he/she is leaving the meeting.

### **Basic Agenda Item Discussion.**

- The Chair announces the agenda item number and states the subject.
- The Chair calls upon the appropriate staff member or Board Member to report on the item.
- The Chair asks members of the Board/Committee if they have any questions or comments on the item. General discussion ensues.
- The Chair calls for public comment based on “Request to Speak” forms which may be submitted.
- Following public comment, the Chair announces that public comment is closed and asks if there is any further discussion by members of the Board/Committee.
- The Chair calls for a motion from members of the Board/Committee.
- Upon a motion, the Chair announces the name of the member who makes the motion. Motions require a second by a member of the Board/Committee. Upon a second, the Chair announces the name of the Member who made the second, and the vote is taken.
- The “aye” votes in favor of the motion shall be made collectively. Any Member who wishes to oppose or abstain from voting on the motion, shall individually and orally state the Member’s “nay” vote or abstention. Members present who do not individually and orally state their “nay” vote or abstention shall be deemed, and reported to the public, to have voted “aye” on the motion.

**The Vote as specified in the SANBAG Bylaws** - Each Member of the Board of Directors shall have one vote. In the absence of the official representative, the alternate shall be entitled to vote. (Board of Directors only.) Voting may be either by voice or roll call vote. A roll call vote shall be conducted upon the demand of five official representatives present, or at the discretion of the presiding officer.

**Amendment or Substitute Motion** - Occasionally a Board Member offers a substitute motion before the vote on a previous motion. In instances where there is a motion and a second, the maker of the original motion is asked if he/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 not addressed until after a vote on the first motion. Occasionally, a motion dies for lack of a second.

**Call for the Question** - At times, a Member of the Board/Committee may “Call for the Question.”

- Upon a “Call for the Question,” the Chair may order that the debate stop or may allow for limited further comment to provide clarity on the proceedings.
- Alternatively and at the Chair’s discretion, the Chair may call for a vote of the Board/Committee to determine whether or not debate is stopped.
- The Chair re-states the motion before the Board/Committee and calls for the vote on the item.

**The Chair** - At all times, meetings are conducted in accordance with the Chair’s direction. These general practices provide guidelines for orderly conduct. From time-to-time circumstances require deviation from general practice. Deviation from general practice is at the discretion of the Chair.

**Courtesy and Decorum** - These general practices provide for business of the Board/Committee to be conducted efficiently, fairly and with full participation. It is the responsibility of the Chair and Members to maintain common courtesy and decorum.

This list provides information on acronyms commonly used by transportation planning professionals. This information is provided in an effort to assist SANBAG Board Members and partners as they participate in deliberations at SANBAG 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. SANBAG 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
IIEP	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

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
S RTP	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

*San Bernardino Associated Governments*



**MISSION STATEMENT**

To enhance the quality of life for all residents, San Bernardino Associated Governments (SANBAG) will:

- Improve cooperative regional planning
- Develop an accessible, efficient, multi-modal transportation system
- Strengthen economic development efforts
- Exert leadership in creative problem solving

To successfully accomplish this mission, SANBAG will foster enhanced relationships among all of its stakeholders while adding to the value of local governments.

Approved June 2, 1993  
Reaffirmed March 6, 1996