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

## AGENDA

### Board of Directors Metro Valley Study Session

**September 12, 2013**

**\*\*\*\* Start Time: 9:00 a.m. \*\*\*\***

#### **Location:**

**SANBAG Offices**

**1<sup>st</sup> Floor Lobby**

**1170 W. 3<sup>rd</sup> Street**

**San Bernardino, CA 92410**

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

##### **Valley Representatives**

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

Dick Riddell, Council Member  
City of Yucaipa

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

Michael Tahan, Council Member  
City of Fontana

Dennis Yates, Mayor  
City of Chino

Ed Graham, Vice Mayor  
City of Chino Hills

Frank Navarro, Council Member  
City of Colton

Walt Stanckiewicz, Mayor  
City of Grand Terrace

Larry McCallon, Mayor  
City of Highland

Rhodes "Dusty" Rigsby, Mayor  
City of Loma Linda

Paul M. Eaton, Mayor  
City of Montclair

Alan Wapner, Council Member  
City of Ontario

L. Dennis Michael, Mayor  
City of Rancho Cucamonga

Pete Aguilar, Mayor  
City of Redlands

Deborah Robertson, Mayor  
City of Rialto

Pat Morris, Mayor  
City of San Bernardino

Ray Musser, Mayor  
City of Upland

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

Cari Thomas, Mayor  
City of Adelanto

Curt Emick, Mayor  
Town of Apple Valley

Julie McIntyre, Mayor  
City of Barstow

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

Ryan McEachron, Mayor  
City of Victorville

George Huntington, Council Member  
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

##### **SANBAG**

Ray Wolfe, Executive Director  
Eileen Teichert, SANBAG Counsel

*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.*

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

**Board of Directors  
Metro Valley Study Session**

**September 12, 2013  
9:00 a.m.**

**LOCATION:  
Santa Fe Depot  
1170 W. 3<sup>rd</sup> Street, 1<sup>st</sup> Floor Lobby, San Bernardino**

*CALL TO ORDER – 9:00 a.m.  
(Meeting chaired by Mayor Dick Riddell.)*

- I. Pledge of Allegiance
- II. Attendance
- III. Announcements
- IV. Agenda Notices/Modifications – Nessa Williams

**1. Possible Conflict of Interest Issues for the SANBAG Board of Directors Pg. 11  
Metro Valley Study Session Meeting September 12, 2013.**

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

**Consent Calendar**

Consent Calendar items shall be adopted by a single vote unless removed by Board member request. Items pulled from the consent calendar will be brought up at the end of the agenda.

- 2. Board of Directors Metro Valley Study Session Attendance Roster Pg. 17**  
A quorum shall consist of a majority of the membership of the SANBAG Board of Directors.
- 3. Construction Contract Change Orders to on-going SANBAG Pg. 19  
Construction Contracts with Ortiz Enterprises Inc., Skanska/Rados A  
Joint Venture, Beador Construction Company, Inc., Skanska USA  
Civil West, C.C. Myers, Inc., Riverside Construction Company, Inc.  
and Security Paving Company, Inc.**

Review and ratify change orders. **Garry Cohoe**

**Notes/Action**

## Discussion Calendar

### Project Delivery

#### 4. Interstate 15 Base Line Interchange Improvement Project Pg. 21

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:

1. Approve Amendment No. 1 to the Advance Expenditure Agreement No. C13030 with the City of Rancho Cucamonga for all phases of the Interstate 15 Base Line Road Interchange Improvement Project to increase the project cost by \$1,745,000.00 for a new total project cost of \$57,503,000.00.

2. Approve Amendment No. 1 to Construction Cooperative Agreement No. R13028 with the City of Rancho Cucamonga for the Interstate 15 Base Line Road Interchange Improvement Project to increase the cost by \$721,000.00 for a new total of \$43,471,000.00; amending the agreement to address invoicing and reimbursement of State Local Partnership Program funds; and amending the agreement to address timing and amounts of escrow deposits.

**Paula Beauchamp**

**This item is not scheduled for review by any other Policy Committee or Technical Advisory Committee. SANBAG General Counsel and Contract Administrator have reviewed this item and drafts of the Amendments.**

#### 5. Interstate 215/Barton Road Interchange Improvement Project Pg. 34 Alternate Delivery Method

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

Approve using the alternative delivery method of Construction Manager/General Contractor (CM/GC) for the I-215/Barton Road Interchange Project. **Paula Beauchamp**

**This item is not scheduled for review by any other Policy Committee or Technical Advisory Committee. SANBAG General Counsel and Contract Administrator have not reviewed this item.**

**Discussion Items Continued.....****Project Delivery (Cont).****6. Interstate 10 Tippecanoe Interchange Improvement Project – Phase I Pg. 48**

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

1. Approve Amendment No. 1 to Contract No. C11215 with Simon Wong Engineering for Construction Management services for the I-10 Tippecanoe Interchange Improvement Project – Phase I, an increase of \$300,000 for a new not-to-exceed amount of \$2,051,730.00,

2. Approve an increase of contingency to Contract No. C11215 with Simon Wong for the I-10 Tippecanoe Interchange Improvement Project – Phase I, of \$100,000 for a new not-to-exceed contingency amount of \$275,173.00 and authorize the Executive Director or designee to release contingency as necessary for the project.

3. Approve an increase in construction contingency for Contract No. C12196 with Ortiz Enterprises Incorporated for the I-10 Tippecanoe Interchange Improvement Project – Phase I in the amount of \$500,000.00, for a new not-to-exceed Allowance/Contingency amount of \$2,206,154.20.

**Mike Barnum**

**This item is not scheduled for review by any other Policy Committee or Technical Advisory Committee. SANBAG General Counsel and Contract Administrator have reviewed this item and drafts of the amendments.**

**7. Interstate 10 Tippecanoe Interchange Improvement Project – Phase II Pg. 54**

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

1. Approve award of Contract No. C13130 with Simon Wong Engineering for Construction Management services for the I-10 Tippecanoe Interchange Improvement Project – Phase II in an amount not-to-exceed \$2,475,000.00, after receipt of the Caltrans Conformance Letter and correction of any deficiencies noted therein, as required by Caltrans' Local Assistance Procedures Manual.

2. Approve a contingency amount of \$247,500.00 for Contract No. C13130 and authorize the Executive Director or designee to release contingency as necessary for the project. **Mike Barnum**

**This item is not scheduled for review by any other Policy Committee or Technical Advisory Committee. SANBAG General Counsel and Contract Administrator have reviewed this item and a draft of the contract.**

**Discussion Items Continued.....****Project Delivery (Cont).****8. Interstate 10 Tippecanoe Avenue Interchange Project – Phase II Pg. 118**

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 Commission, at a regularly scheduled Board meeting:

Approve the Plans, Specifications, and Estimate (PS&E) and authorize advertising Invitation for Bids for construction of the Interstate 10 Tippecanoe Phase 2 Interchange Project, and take the award of the construction contract directly to the Board without prior Metro Valley Study Session review. **Mike Barnum**

**This item is not scheduled for review by any other Policy Committee or Technical Advisory Committee.**

**Regional/Subregional Planning****9. Update on the Integrated Transit and Land Use Planning for the Pg. 120 Foothill Boulevard/5th Street Transit Corridor**

Receive presentation on the draft findings from the Foothill Boulevard/5th Street Transit Corridor planning study. **Tim Byrne**

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

**10. Measure I Valley Express Bus (VEB) & Bus Rapid Transit (BRT) Pg. 125 Funding Report**

That the following be reviewed and recommended for final approval by the Board of Directors at a regularly scheduled Board meeting:

Suspend future allocations of Measure I Valley Express Bus and Bus Rapid Transit funds on the development of bus rapid transit improvements beyond E Street sbX until Fiscal Year 2018/2019. **Justin Fornelli**

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

**Transportation Fund Administration****11. Fund Estimate for the 2014 State Transportation Improvement Pg. 128 Program**

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 Commission, at a regularly scheduled Board of Directors meeting:

1. Receive report on the 2014 State Transportation Improvement Program Fund Estimate and adoption schedule.

**Discussion Items Continued.....****Transportation Fund Administration (Cont.)****Agenda Item 11 Continued.....**

2. Direct staff to compile the 2014 Regional Transportation Improvement Program for Board approval in November and submit to the California Transportation Commission by December 15, 2013. **Andrea Zureick**

**This item was reviewed by the Transportation Technical Advisory Committee on September 9, 2013, and is scheduled for review by the Mountain/Desert Policy Committee on September 13, 2013.**

**12. California Department of Transportation Master Agreement – State Pg. 132  
Funded Transit Projects**

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 Commission, at a regularly scheduled Board of Directors meeting:

1. Approve the Master Agreement, C14042, with California Department of Transportation for State Funded Transit Projects, which establishes general procedures in order to meet the administrative requirements of state-funded projects.

2. Adopt Resolution No. 14-002 authorizing the Executive Director and/or his designee to execute the Master Agreement and all Program Supplements for state-funded transit projects and any amendments thereto with the California Department of Transportation. **Vanessa Jezik**

**This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG General Counsel has reviewed this item and a draft of the resolution and agreement.**

**13. Downtown San Bernardino Passenger Rail Project California Transit Pg. 164  
Security Grant Program Application**

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 Commission, at a regularly scheduled Board of Directors meeting:

1. Authorize staff to submit the Fiscal Year 2011/2012 California Transit Security Grant Program Grant Application to fund security improvements for the Downtown San Bernardino Passenger Rail Project.

2. Adopt Resolution No. 14001, authorizing the Executive Director and/or his designee of San Bernardino Associated Governments to execute any documentation and take any actions necessary for the purpose of obtaining financial assistance provided by the California Emergency Management Agency under the grant program. **Vanessa Jezik**

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

**Discussion Items Continued.....****Transportation Fund Administration (Cont.)****14. Award of Federal Transit Administration (FTA) Sections 5316 – Job Pg. 168  
Access Reverse Commute and Section 5317 - New Freedom Grant  
Program**

That the following be reviewed and recommended for final approval by the Board of Directors at a regularly scheduled Board meeting:

Approve the award of FTA Section 5316 and Section 5317 to the following projects:

**San Bernardino Valley**

Totaling \$3,633,896 in Federal funds, with local matching funds in the amount of \$2,331,755:

- a) Community Senior Services/West Valley Community Connections - \$374,450 for two years for mileage reimbursement volunteer driver program for seniors and persons with disabilities
- b) Central City Lutheran Mission/Foothill Aids Project - \$54,727 in FTA Section 5316 and \$98,231 in FTA Section 5317 New Freedom Funds for HIV medical and work transportation;
- c) Victor Valley Transit Authority – \$167,429 in FTA Section 5316 and \$65,332 in FTA Section 5317 New Freedom Funds for the BV Link (Valley Portion);
- d) Pomona Valley Workshop – \$318,751 in FTA Section 5316 and \$123,960 in FTA Section 5317 New Freedom Funds for PVW in Motion;
- e) Valley Transportation Services – \$62,500 in FTA Section 5316 and \$250,000 in FTA Section 5317 New Freedom Funds for Transportation Reimbursement Escort Program (TREP).
- f) Valley Transportation Services – \$426,056 in FTA Section 5316 and \$255,634 in FTA Section 5317 New Freedom Funds for Travel Training Program;
- g) Omnitrans – \$175,518 in FTA Section 5316 for OmniGo 325 (Grand Terrace).
- h) Omnitrans – \$32,000 in FTA Section 5317 New Freedom Funds for Travel Training Bus Operating cost;
- i) Omnitrans – \$24,000 in FTA Section 5317 New Freedom Funds for Travel Training DVD;
- j). Omnitrans – \$370,272 in FTA Section 5316 Job Access Reverse Commute for OmniGo 308, 309 and 310 (Yucaipa).
- k) United Way 211 - \$181,309 in FTA Section 5316 Job Access Reverse Commute and \$60,436 in FTA Section 5317 New Freedom Funds for 211 Access Mobility and Marketing;
- l.) OPARC – \$353,776 in FTA Section 5316 Job Access Reverse Commute and \$10,074 in FTA Section 5317 New Freedom Funds for OPARC Connect;

**Discussion Items Continued.....****Agenda Item 14 Continued.....**

m) Valley Transportation Services – \$100,000 in FTA Section 5316 Job Access Reverse Commute for VTrans Ride;

n) Omnitrans –\$129,441 in FTA Section 5316 Job Access Reverse Commute for OmniGO 365 (Chino Hills).

**Victor Valley**

Totaling \$692,023 in Federal funds, with local matching funds of \$331,081.

a) Victor Valley Community Service Council - \$74,825 in FTA Section 5317 New Freedom Funds for Senior and Disabled Transportation;

b) Victor Valley Transit Authority – \$443,876 in FTA Section 5316 Job Access Reverse Commute for Mobility Management;

c) Victor Valley Transit Authority – \$88,200 in FTA Section 5316 Job Access Reverse Commute and \$85,122 in FTA Section 5317 New Freedom Funds for a travel training bus. **Nancy Strickert**

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

**Transit/Commuter Rail**

- 15. Amendment No. 1 to Contract C12077, A/E Services for the San Bernardino Transit Center Omnitrans Bus Facility, to HDR Engineering, Inc. for Construction Administration, Continuation of Design Support, Environmental & Right of Way Services Through Construction** Pg. 173

That the following be reviewed and recommended for final approval by the Board of Directors at a regularly scheduled Board meeting:

1. Approve Amendment No. 1 to Contract No. C12077 with HDR Engineering, Inc. for construction administration, continuation of design support, environmental & right of way services thus increasing the contract amount by \$1,079,832 for a new not-to-exceed amount of \$3,953,533 and to extend the contract duration of Contract No. C12077 by one year from December 31, 2014 to December 31, 2015.

2. Authorize the Executive Director to execute Amendment No. 1 to Contract No. C12077 with HDR Engineering, Inc. **Casey Dailey**

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

**Discussion Items Continued.....**

**Transit/Commuter Rail (Cont.)**

**16. San Bernardino Municipal Water Department Cooperative Agreement Pg. 193**

That the following be reviewed and recommended for final approval by the Board of Directors at a regularly scheduled Board meeting:

1. Approve Cooperative Agreement R14044 between the San Bernardino Associated Governments, acting in its capacity as County Transportation Commission, and the San Bernardino Municipal Water Department (SBMWD) for Water Capacity Improvements Along Rialto Ave. & I Street and K Street & 3rd Street as part of the Construction of the Downtown San Bernardino Passenger Rail Project.

2. Approve Fiscal Year 2013/2014 budget amendment to increase Task No. 0379 Commuter Rail Capital by \$160,000 for a new task total of \$94,977,941 to be paid through Cooperative Agreement R14044.  
**Casey Dailey**

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

**Public Comments**

**Additional Items from Committee Members**

**Director's Comments**

**Brief Comments by General Public**

**Additional Information**

**Acronym Listing**

**Pg. 205**

**ADJOURNMENT**

**The next Board of Directors Metro Valley Study Session will be:  
October 10, 2013**

Complete packages of this 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.

## 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**

**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 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 would like to amend his 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 Board/Committee Chair.

**Courtesy and Decorum.**

- These general practices provide for business of the Board/Committee to be conducted efficiently, fairly and with full participation.
- It is the responsibility of the Chair and Members to maintain common courtesy and decorum.

*Adopted By SANBAG Board of Directors January 2008*



- 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:** September 12, 2013

**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
3-A	C12224	Ortiz Enterprises, Inc. Patrick A. Ortiz	Alcorn Fence Company Bithell, Inc. Cal-Stripe, Inc. CGO Construction Cooper Engineering Coral Construction Coreslab Structures Diversified Landscape

\*

*Approved*  
 Board Metro Valley Study Session

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

Moved: \_\_\_\_\_ Second: \_\_\_\_\_

In Favor: \_\_\_\_\_ Opposed: \_\_\_\_\_ Abstained: \_\_\_\_\_

Witnessed: \_\_\_\_\_

COG	<input type="checkbox"/>	CTC	<input type="checkbox"/>	X	CTA	<input checked="" type="checkbox"/>	SAFE	<input type="checkbox"/>	CMA	<input type="checkbox"/>
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Check all that apply.  
 MVSS1309z-gc

3-A (cont.)	C12224		<p>Griffith Company          Harber Companies          Hardy &amp; Harper          Hydro Sprout          Integrity Rebar Placers          L. Johnson          Lincoln Pacific          Mahaffey Companies          Rogan Concrete Coring &amp; Sawing          SRD Engineering, Inc.          Statewide Traffic Safety &amp; Signs          Superior Gunite          Truesdell Corporation          West Coast Welding, Inc.</p>
3-B	C09196	<p>Skanska/Rados A Joint Venture  <i>Chad Mathes</i></p>	<p>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          Malcolm Drilling Co, Inc.          Merli Concrete Pumping          Modern Alloy          MSL Electric Inc.          Olivas Drilling          Pacific Restoration Group          Penhall          Pomeroy          Reycon Construction, Inc.          Southwest V-ditch          Statewide Safety &amp; Sign</p>

3-B (Cont.)	C09196		Steve Bubalo Construction Valley Concrete Placing, Inc. VP Vertical Earthwork
3-C	C12196	Ortiz Enterprises, Inc. <i>Patrick A. Ortiz</i>	A.C. Dike Company ACL All American Asphalt CGO Construction Co. Chrisp Company Cindy Trump Inc. DBA Lindy's Cold Planing Coral Construction Co. DC Hubbs Company Diversified Landscape Co. Dywidag Systems International EBS General Engineering, Inc. Foundation Pile Inc. Harber Companies, Inc. Hard Rock Equipment High Light Electrical, Inc. Integrity Rebar Placers KEC Engineering Malcolm Drilling Co. Maneri Traffic Control R.J. Lalonde Inc. SRD Engineering Statewide Traffic Safety & Signs
3-D	C10190	Beador Construction Company, Inc. <i>David Beador</i>	Cooper Engineering Cal-Stripe, Inc. CGO Construction Bay Area Drill Golden State Boring United Steel Placers Diversified Landscape DC Hubbs Competitive Edge Electrical Murphy Industrial Coatings Sun Quest General Engineering V-Ditch Construction

3-E	C11184	Skanska USA Civil West <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
3-F	C11004	C.C. Myers Inc. <i>Joel Adams</i>	Alcorn Fence Company Cal-Stripe Foundation Pile, Inc. Integrity Rebar Ecologic Landscape Elite Bobcat Services MSE Retaining Systems Murphy Industrial Coatings Sierra Pacific Electrical Visual Pollution Technologies
3-G	C12010	Riverside Construction Company Inc. <i>Donald M. Pim</i>	Alcorn Fence Company Anderson Drilling Avar Construction Cal-Stripe, Inc. Coral Construction Diversified Landscape, Inc. Foundation Pile Hardy & Harper Integrity Rebar Placers L. Johnson Construction Lincoln Park Surina Construction

3-H	C13001	Security Paving Company, Inc. <i>Joseph Ferndino</i>	Cal-Stripe, Inc. Pacific Restoration Group Statewide Traffic Safety and Signs Flatiron Electric Group, Inc. Tahlequah Steel, Inc. DYWIDAG Systems International Crown Fence Company Tipco Engineering, Inc.
6	C11215-01	Simon Wong Engineering <i>Marc McIntyre</i>	Leighton consulting Group Towill, Inc.
6	C12196	Ortiz Enterprises Incorporated <i>Patrick A. Ortiz</i>	A.C. Dike Company ACL All American Asphalt CGO Construction Co. Chrisp Company Cindy Trump Inc. DBA Lindy's Cold Planing Coral Construction Co. DC Hubbs Company Diversified Landscape Co. Dywidag Systems International EBS General Engineering, Inc. Foundation Pile Inc. Harber Companies, Inc. Hard Rock Equipment High Light Electrical, Inc. Integrity Rebar Placers KEC Engineering Malcolm Drilling Co. Maneri Traffic Control R.J. Lalonde Inc. SRD Engineering Statewide Traffic Safety & Signs
7	C13130	Simon Wong Engineering <i>Marc McIntyre</i>	Leighton consulting Group Towill, Inc.

15	C12077-01	HDR Engineering, Inc. Rob Klovsky	ROC Solid Energy PAC Engineering Jacobus Elwood & Associates
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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.

**BOARD OF DIRECTORS METRO VALLEY STUDY SESSION ATTENDANCE RECORD – 2013**

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
<b>Gary Ovitt</b> Board of Supervisors	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				
<b>Josie Gonzales</b> Board of Supervisors			X									
<b>Robert Lovingood</b> Board of Supervisors	X	X										
<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				
<b>Dennis Yates</b> City of Chino	X	X			X	X		X				
<b>Ed Graham</b> City of Chino Hills	X	X	X		X			X				
<b>Frank Navarro</b> City of Colton		X	X		X	X		X				
<b>Michael Tahan</b> City of Fontana	X	X	X		X	X		X				
<b>Walt Stanckiewicz</b> City of Grand Terrace	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 = member attended meeting. \* = alternate member attended meeting. Empty box = Did not attend meeting. Crossed out box = not a Board Member at the time.

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**BOARD OF DIRECTORS METRO VALLEY STUDY SESSION ATTENDANCE RECORD – 2013**

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
<b>Rhodes 'Dusty' Rigsby</b> City of Loma Linda	X	X	X		X	X		X				
<b>Paul Eaton</b> City of Montclair	X		X		X	X		X				
<b>Edward Paget</b> City of Needles												
<b>Alan Wapner</b> City of Ontario		X	X		X			X				
<b>L. Dennis Michael</b> City of Rancho Cucamonga		X	X					X				
<b>Pete Aguilar</b> City of Redlands		X	X			X		X				
<b>Deborah Robertson</b> City of Rialto					X	X		X				
<b>Patrick Morris</b> City of San Bernardino	X	X	X		X	X		X				
<b>Jim Harris</b> City of Twentynine Palms		X	X		X			X				
<b>Ray Musser</b> City of Upland		X	X		X	X						
<b>Ryan McEachron</b> City of Victorville		X			X	X		X				
<b>Dick Riddell</b> City of Yucaipa	X	X	X		X	X		X				
<b>George Huntington</b> Town of Yucca Valley												

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X = member attended meeting. \* = alternate member attended meeting. Empty box = Did not attend meeting. Crossed out box = not a Board Member at the time.



- D. CN C10190 with Beador Construction Company, Inc. for construction of the I-10 West Bound Lane Addition project: CCO No. 46 (\$6,113.80 increase for adding Drainage Systems 19n and 19o to provide adequate drainage of the west bound on-ramp gore area).
- E. CN C11184 with Skanska USA Civil West for the construction of the Hunts Lane Grade Separation project: CCO No. 24 (\$15,000.00 increase to modify existing irrigation encountered during installation of 10" sewer line) and CCO No. 26 Supplement 1 (\$30,000.00 additional funds for removal of buried man-made objects encountered during 24" diameter water line jacking operations Bid Item 136).
- F. CN C11004 with C.C. Myers, Inc. for the construction of the N. Milliken Avenue Grade Separation project: CCO No. 20 (\$22,194.70 increase for construction of 170 lf of masonry block landscaping wall and mow curbs for compliance with City of Ontario Landscaping standards).
- G. CN C12010 with Riverside Construction Company, Inc. for the construction of the I-15 La Mesa/Nisqualli Interchange project: CCO No. 41 (\$41,950.00 increase for new pedestrian signal systems at two Caltrans intersections and three City of Victorville intersections for compliance with new Caltrans Directive No. 12-01 and MUTCD requirements), CCO No. 68 (\$20,000.00 increase for replacement of two Type 30 slip base light poles and foundations with non-slip style) and CCO No. 70 (\$70,506.80 decrease for revisions to the depth of excavation and concrete for rock blanket installation).
- H. CN C13001 with Security Paving Company, Inc. for the construction of the I-15 Rancho Road Interchange project: CCO No. 31(\$5,000.00 increase to compensate contractor for revisions to staging plans for closure of Caliente Road due to delays with utility work).

**Financial Impact:** This item imposes no financial impact, as all CCOs are within previously approved contingency amounts. Task No's. 0826, 0838, 0842, 0862, 0870, 0882, 0888 and 0890.

**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



- 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:** September 12, 2013

**Subject:** Interstate 15 Base Line Interchange Improvement 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:

1. Approve Amendment No. 1 to the Advance Expenditure Agreement No. C13030 with the City of Rancho Cucamonga for all phases of the Interstate 15 Base Line Road Interchange Improvement Project to increase the project cost by \$1,745,000.00 for a new total project cost of \$57,503,000.00.
  
2. Approve Amendment No. 1 to Construction Cooperative Agreement No. R13028 with the City of Rancho Cucamonga for the Interstate 15 Base Line Road Interchange Improvement Project to increase the cost by \$721,000.00 for a new total of \$43,471,000.00; amending the agreement to address invoicing and reimbursement of State Local Partnership Program funds; and amending the agreement to address timing and amounts of escrow deposits.

**Background:** These are amendments to existing agreements. The City of Rancho Cucamonga (City) is the lead of the design and right of way phases of the I-15 Base Line Road Interchange Improvement Project. Prior to finalizing these phases of work the City requested that San Bernardino Associated Governments

\*

*Approved*  
 Board Metro Valley Study Session

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

Moved: \_\_\_\_\_ Second: \_\_\_\_\_

In Favor: \_\_\_\_\_ Opposed: \_\_\_\_\_ Abstained: \_\_\_\_\_

Witnessed: \_\_\_\_\_

COG		CTC		X	CTA		X	SAFE		CMA	
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Check all that apply.  
 MVSS1309a-pb  
 Attachments: <http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/C13030.doc>  
<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/C13030-01.doc>  
<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared Documents/R13028.docx>  
<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared Documents/R13028-01.docx>

(SANBAG) take the lead for the construction phase. In June 2013 the SANBAG Board of Directors responded to this request by approving both the Advance Expenditure Agreement C13030 and the Construction Cooperative Agreement R13028 with the City.

As design and right of way progressed, the engineer's estimate and elements of the design were updated or revised in preparation for 100% Project, Specifications & Estimate approval by Caltrans. In addition, the City staff finalized utility relocation expenses. Project cost increases include additional design support costs of \$1,443,000.00, a construction cost increase of \$721,000.00, and an electrical utility relocation cost of \$475,000.00 which was previously not included, for a total increase of \$2,639,000.00. It was recently determined that two utility relocation expenses which were previously included in the total project cost are to be reimbursed to the City so the total project cost is decreased by \$894,000.00, resulting in a net increase of \$1,745,000.00. This net increase is to be shared equally between the City and SANBAG per the Development Mitigation Nexus Study and the subject Advanced Expenditure Agreement. To record these expenses it is necessary to amend both advancement and construction cooperative agreements. For the Advancement Agreement C13030, which covers all phases of the project, the \$1,745,000.00 increase brings the total project cost to \$57,503,000.00.

The second recommendation proposes to amend the Construction Cooperative agreement R13028 to include the construction cost of \$721,000 discussed previously. Secondly the amendment addresses the City's responsibility, as the recipient of discretionary State Local Partnership Program (SLPP) funds, to ensure that its initial escrow deposit includes the required SLPP 1:1 match of local developer impact fees and for submittal of invoices to the State for reimbursement of SLPP funds. SANBAG, as the lead for construction, will assist in the invoicing process by providing sufficient information to the City for their preparation of the invoice and submittal to the State. The final topic addressed in this amendment relates to the timing of the City's deposit of funds into the escrow account. The original agreement required that the City make a deposit for the full value of the construction cost prior to the advertisement of the construction project. The amendment requires the City to deposit \$18,581,500.00 into an escrow account prior to the advertisement of the construction project and to deposit the remaining construction cost into the escrow account within four months after award of the construction contract. The \$18,581,500.00 represents the City share as defined the Development Mitigation Nexus Study and the remaining amount is the advancement portion of the construction costs.

Staff requests that the Board at the Metro Valley Study Session recommend approval of these two recommendations by the Board of Directors at its next regularly scheduled meeting.

**Financial Impact:** The item is consistent with the Fiscal Year 2013/2014 budget under Task No. 0892.

**Reviewed By:** This item is not scheduled for review by any other Policy Committee or Technical Advisory Committee. SANBAG General Counsel and Contract Administrator have reviewed this item and drafts of the Amendments.

**Responsible Staff:** Paula Beauchamp, Project Delivery Manager

## CONTRACT SUMMARY SHEET

Contract No. C 13030 Amendment No. 1

By and Between

San Bernardino Transportation Authority and City of Rancho Cucamonga

Contract Description Advance Expenditure Agreement

**Board of Director's Meeting Date:** 10/2/2013

**Overview of BOD Action:** Approve Amendment 1 to the Advance Expenditure Agreement No. C13030 with the City of Rancho Cucamonga for the construction phase of the I-15/Base Line Interchange to increase the total construction cost by \$721,000, adding in some shared costs for SCE, design const. support, and Landscape for a SANBAG share net increase of \$872,500.

Is this a Sole-Source procurement?  Yes  No

CONTRACT OVERVIEW					
Original Contract Amount	\$	19,980,500.00	Original Contingency Amount	\$	0
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	19,980,500.00	Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	0
Current Amendment Amount	\$	872,500.00	Contingency Amendment	\$	0
<b>TOTAL CONTRACT VALUE</b>	<b>\$</b>	<b>20,853,000.00</b>	<b>TOTAL CONTINGENCY VALUE</b>	<b>\$</b>	<b>0</b>
<b>TOTAL BUDGET AUTHORITY (contract value + contingency)</b>					<b>\$ 20,853,000.00</b>

<b>Contract Start Date</b> 6/5/2013	<b>Current Contract Expiration Date</b> 12/31/2017	<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>0892</u> . FY 13/14 = no expenditures. <input type="checkbox"/> A Budget Amendment is required. How are we funding current FY?					
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds	<input type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds	<input type="checkbox"/> Measure I Funds	
Provide Brief Overview of the <b>Overall Funding</b> for the duration of the Contract: SANBAG reimbursed City with Meas. I VF Interchange Program funds at a later date, not to exceed \$20,853,000. <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 _____ %	

Barbara Fortman		9.5.13
Project Manager (Print Name)	Signature	Date
Garry Cohoe		9.5.13
Task Manager (Print Name)	Signature	Date
Andrea Unneck		9/5/13
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
Jeffery H. II		9/5/13
Contract Administrator (Print Name)	Signature	Date
W. S. W. R. S. H.		9/5/13
Chief Financial Officer (Print Name)	Signature	Date

**ADVANCE EXPENDITURE AGREEMENT NO. C13030**

**AMENDMENT NO. 1**

**BETWEEN**

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

**AND**

**CITY OF RANCHO CUCAMONGA**

**FOR**

**INTERSTATE 15 BASE LINE ROAD INTERCHANGE IMPROVEMENTS  
IN THE CITIES OF RANCHO CUCAMONGA AND FONTANA**

This Advance Expenditure Agreement Amendment No. 1 ("AMENDMENT") is made and entered into by and between the San Bernardino County Transportation Authority (hereinafter referred to as "AUTHORITY") and the CITY of Rancho Cucamonga (hereinafter referred to as "CITY") for AUTHORITY's reimbursement of CITY expenditures on all phases of the Interstate 15 Base Line Road Interchange Improvement Project to include: Base Line Road and East Avenue widening, modification of the four diamond interchange ramps, and construction of the southbound loop on-ramp, highway planting, plant establishment, and extended plant maintenance. The Effective Date of this AMENDMENT shall be the date upon which AUTHORITY executes this AMENDMENT.

**RECITALS**

A. The Parties entered into Agreement No. C13030 (AGREEMENT) on June 5, 2013, said Agreement defining the terms and conditions for reimbursement of AUTHORITY's share of eligible PROJECT expenditures incurred after April 5, 2006, in accordance with Measure I 2010-2040 Strategic Plan Advanced Expenditure (AEA) Reimbursement Policy as adopted by AUTHORITY; and

B. The Parties have identified additional PROJECT costs and desire to revise the PROJECT cost in the Agreement.

NOW THEREFORE, in consideration of the mutual promises herein, the Parties agree as follows:

1. COOPERATIVE AGREEMENT NO. C13030 is amended in the following particulars:

- a. Delete Attachment A to the AGREEMENT, and replace it with Attachment A.1 "Interstate 15 Base Line Road Interchange Improvement Project: Project Scope, Cost, and Schedule", attached to and incorporated into this AMENDMENT.
- 2. The Recitals are incorporated into this AMENDMENT.
- 3. All other terms and conditions of the AGREEMENT shall remain the same and are incorporated into this AMENDMENT.

IN WITNESS WHEREOF, the Parties have executed this AMENDMENT below.

**San Bernardino County  
Transportation Authority**

**City of Rancho Cucamonga**

By: \_\_\_\_\_  
W.E. Jahn, Chairman

By: \_\_\_\_\_  
L. Dennis Michael, Mayor  
City of Rancho Cucamonga

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

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

APPROVED AS TO FORM AND  
PROCEDURE:

APPROVED AS TO FORM AND  
PROCEDURE:

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

By: \_\_\_\_\_  
James Markman  
CITY Attorney

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

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

CONCURRENCE:

ATTEST:

By: \_\_\_\_\_  
Jeffery Hill,  
Contract Administrator

By: \_\_\_\_\_  
Janice C. Reynolds  
City Clerk

**Attachment A.1  
(Amendment 1)**

**Interstate 15 Base Line Road Interchange Improvement Project:  
Project Scope, Cost, and Schedule**

**Proposed Project Work:**

I-15 Base Line Road Interchange Improvement Project will include Base Line Road and East Avenue widening, modification of the four diamond interchange ramps, and construction of the southbound loop on-ramp, highway planting, plant establishment, and extended plant maintenance (PROJECT). Reimbursed work will cover expenses related to all phases of the aforementioned PROJECT subject to the Measure I 2010-2040 Strategic Plan Policy.

**Summary of Project Costs (Estimate) and Funding:**

Phase	Total Cost (\$1,000)	Cost Incurred after 4/5/2006 <sup>1</sup> (\$1,000)	Federal Earmarks (\$1,000)	State <sup>12</sup> Funds Buy Down Funds (\$1,000)	Remaining Balance <sup>2</sup> (\$1,000)	Local Agency Share <sup>3</sup> (\$1,000) City of Rancho Cucamonga	Authority Share <sup>4</sup> (\$1,000)
<b><u>Preconstruction</u></b>							
PA/ED	1,178	1,000	752		248	124.0	124.0
PS&E	4,630	4,630	419		4,211	2,105.5	2,105.5
Right of Way	7,200	954			954	477.0	477.0
SCE Utility Relocations	475	475			475	237.5	237.5
<b>Subtotal</b>	<b>13,483</b>	<b>7,059</b>	<b>1,171</b>		<b>5,888</b>	<b>2,944</b>	<b>2,944</b>
<b><u>Construction</u></b>							
Const. Management	7,398	7,398			7,398	3,699.0	3,699.0
Const. Capital	34,579	34,579	6,602	1,000	26,977	13,488.5	13,488.5
Utility Costs <sup>5</sup>	894	894			894	894.0	
SANBAG Management & Oversight	600	600			600	600.0	
<b>Subtotal</b>	<b>43,471</b>	<b>43,471</b>	<b>6,602</b>	<b>1,000</b>	<b>35,869</b>	<b>18,681.5</b>	<b>17,187.5</b>
<b><u>Other costs</u></b>							
Design Const. Support	693	693			693	346.5	346.5
Landscape Maintenance	750	750			750	375.0	375.0
Utility Company Reimbursement <sup>5</sup>	(894)	(894)			(894)	(894.0)	
<b>Subtotal</b>	<b>549</b>	<b>549</b>			<b>549</b>	<b>(173.0)</b>	<b>722.0</b>
<b>Total Project Cost</b>	<b>57,503</b>	<b>51,079</b>	<b>7,773</b>	<b>1,000</b>	<b>42,306</b>	<b>21,453.0</b>	<b>20,853.0</b>

Footnotes are on next page.

<sup>1</sup> Local Share is 50% of Remaining Balance of eligible expenses: Rancho Cucamonga share is 66.6% of Local Share and the City of Fontana is 33.4% of Local Share. By separate agreement, the City of Rancho Cucamonga is responsible for collection of the City of Fontana share of costs for project expenses.

<sup>2</sup> Authority Share is 50% of Remaining Balance, minus the \$894,000 utility cost and SANBAG Management and Oversight which is 100% local share.

<sup>3</sup> Construction Management includes \$250,000 for Source Inspection and \$100,000 of pre-construction services.

<sup>4</sup> Construction Capital includes all items listed on the July 10, 2013, Engineer's Estimate prepared by AECOM except items related to SCE, CVWD, and IEUA relocations. Const. Capital also includes \$44,000 for Caltrans Mix Design (HMA JMF and Concrete Mixes).

<sup>5</sup> Utility Costs include items listed on the July 10, 2013 Engineer's Estimate prepared by AECOM related to CVWD and IEUA relocations. Costs for CVWD and IEUA are to be paid for entirely by the City. The City will be reimbursed by the respective utility companies.

**Proposed Project Schedule (milestone delivery dates):**

Estimated construction start date: December 2013

Estimated completion date: December 2015



## CONTRACT SUMMARY SHEET

Contract No. R 13028 Amendment No. 1

By and Between

San Bernardino Transportation Authority and City of Rancho Cucamonga

Contract Description Construction Coop Agreement Amendment

**Board of Director's Meeting Date:** October 2, 2013  
**Overview of BOD Action:** Approve Amendment 1 to Construction Cooperative Agreement No. R13028 with the City of Rancho Cucamonga for the construction phase of the I-15 Base Line Road Interchange to increase the total construction cost by \$721,000. City funds Project in advance of Meas I reimbursement.  
**Is this a Sole-Source procurement?**  Yes  No

CONTRACT OVERVIEW			
Original Contract Amount	\$	35,148,000	Original Contingency Amount
			\$ 0
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	35,148,000	Revised Contingency Amount <i>Inclusive of prior amendments</i>
			\$ 0
Current Amendment Amount	\$	721,000	Contingency Amendment
			\$ 0
<b>TOTAL CONTRACT VALUE</b>	<b>\$</b>	<b>35,869,000</b>	<b>TOTAL CONTINGENCY VALUE</b>
			<b>\$ 0</b>
<b>TOTAL BUDGET AUTHORITY (contract value + contingency)</b>			<b>\$ 35,869,000</b>

<b>Contract Start Date</b> 6/5/2013	<b>Current Contract Expiration Date</b> 12/31/2013	<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**

Budget authority for this contract currently exists in Task No. 0892.  
 A Budget Amendment is required.  
 How are we funding current FY? This is a receivable.

Federal Funds   
  State Funds   
  Local Funds   
  TDA Funds   
  Measure I Funds

*Provide Brief Overview of the Overall Funding for the duration of the Contract:*  
 City of Rancho Cucamonga to fund escrow account for \$35,796,000 and \$100,000 for CM constructability review. SANBAG reimburses City Meas I our fair share at a later date.  
 Payable     Receivable

**CONTRACT MANAGEMENT INFORMATION**

**Check all applicable boxes:**

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

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

Barbara Fortman		9.5.13
Project Manager (Print Name)	Signature	Date
<u>Garry Cohoe</u>		9.5.13
Task Manager (Print Name)	Signature	Date
<u>Andree Linnard</u>		9/5/13
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
<u>Jeffery Hill</u>		9/5/13
Contract Administrator (Print Name)	Signature	Date
<u>W. STAWARSKI</u>		9/5/13
Chief Financial Officer (Print Name)	Signature	Date

**CONSTRUCTION COOPERATIVE AGREEMENT NO. R13028**

**AMENDMENT NO. 1**

**BETWEEN**

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

**AND**

**CITY OF RANCHO CUCAMONGA**

**FOR**

**INTERSTATE 15 BASE LINE ROAD INTERCHANGE IMPROVEMENTS IN THE  
CITIES OF RANCHO CUCAMONGA AND FONTANA**

This Amendment No. 1 ("AMENDMENT") to Construction Cooperative Agreement No. R13028 is made and entered into by and between the San Bernardino County Transportation Authority (hereinafter referred to as "AUTHORITY") and the CITY of Rancho Cucamonga (hereinafter referred to as "CITY"). (AUTHORITY and CITY are each a "Party" and collectively "Parties"). The Effective Date of this AMENDMENT shall be the date upon which AUTHORITY executes this AMENDMENT.

**RECITALS**

- A. The Parties entered into Construction Cooperative Agreement No. R13028 (AGREEMENT) in June 5, 2013, setting forth the roles and responsibilities of the Parties for the construction of the Interstate 15 (I-15) Base Line Road Interchange Improvements.
- B. The Parties have identified additional project costs and funding sources and desire to revise the funding plan in the AGREEMENT.
- C. CITY is to seek reimbursement for State Local Partnership Program funds from the State of California as a funding source.
- D. The Parties also desire to revise the timing and amounts of CITY funding share deposits CITY is to make into an escrow account under the AGREEMENT.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, CITY and AUTHORITY agree as follows:

1. The AGREEMENT is amended in the following particulars:

- a. Add new Paragraph 16 to Section I (AUTHORITY RESPONSIBILITIES) as follows:

“16. To provide sufficient invoice documentation to CITY for submission to the State of California for reimbursement of the \$1,000,000 of competitive Proposition 1B State Local Partnership Program funds awarded to the CITY.”

- b. Delete Paragraph 2 of Section II (CITY RESPONSIBILITIES) and replace it with the following:

“2. To reimburse AUTHORITY up to \$100,000 for preconstruction services to be performed by the selected construction management firm; to enter into a joint escrow account with AUTHORITY pursuant to an escrow agreement; to deposit \$18,581,500 into said escrow account, prior to advertisement of the PROJECT construction contract; and to deposit into the escrow account the remaining advancement amount of PROJECT funds as shown in Attachment A based upon the actual amount of the construction contract award plus the other components of “Total Construction Costs” set forth in Attachment A, within four months following award of a construction contract, and as further described below in Section III.”

- c. Add new Paragraph 10 to Section II (CITY RESPONSIBILITIES) as follows:

“10. To invoice the State of California for reimbursement of the \$1,000,000 of competitive Proposition 1B State Local Partnership Program funds awarded to the CITY. Additionally, the CITY shall deposit at least \$1,000,000 of Developer Impact Fees, as part of CITY’s first deposit, totaling \$18,581,500 into the escrow account to satisfy the local developer impact fee match requirements for the competitive Proposition 1B State Local Partnership Program funds awarded to the CITY.”

- d. Delete Attachment A to the AGREEMENT, and replace it with Attachment A.1 “Project Costs and Funding Table for the Construction Phase” that is attached to and incorporated into this AMENDMENT.”

2. The Recitals are incorporated into this AMENDMENT.
3. All other terms and conditions of the AGREEMENT remain the same and are incorporated into this AMENDMENT.

**SIGNATURES ON FOLLOWING PAGE:**

IN WITNESS WHEREOF, the Parties have executed this AMENDMENT below.

**San Bernardino County  
Transportation Authority**

**City of Rancho Cucamonga**

By: \_\_\_\_\_  
W.E. Jahn, Chairman

By: \_\_\_\_\_  
L. Dennis Michael, Mayor  
City of Rancho Cucamonga

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

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

APPROVED AS TO FORM:

APPROVED AS TO FORM:

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

By: \_\_\_\_\_  
James Markman  
City Attorney

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

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

CONCURRENCE:

ATTEST:

By: \_\_\_\_\_  
Jeffery Hill  
Contract Administrator

By: \_\_\_\_\_  
Janice C. Reynolds  
City Clerk

**Construction Cooperative Agreement No. R13028, Amendment No. 1**

**Attachment A.1**

**Project Costs and Funding Table for the Construction Phase**

**I-15 Base Line Road Interchange PROJECT CONSTRUCTION Costs & Funding**

<b>Construction Component</b>	<b>Cost</b>	<b>City, State, and Federal Participation</b>	<b>Authority Participation*</b>
Const. Management <sup>1</sup>	\$7,398,000	\$7,398,000	\$0
Const. Capital <sup>2</sup>	\$34,579,000	\$34,579,000	\$0
Utility Costs	\$894,000	\$894,000	\$0
SANBAG Management & Oversight	\$600,000	\$600,000	\$0
<b>Total Deposit</b>	<b>\$43,471,000</b>	<b>\$43,471,000</b>	<b>\$0</b>

<b>Construction Funding</b>	<b>Funding Source</b>
Federal Funds for Construction	\$6,602,000
State Funds for Construction	\$1,000,000
City Funds for Pre Construction (direct payable to AUTHORITY)	\$100,000
City Funds for Construction (to be deposited into an escrow account prior to advertisement of construction contract)	\$18,581,500
Remaining Amount of Funds to be deposited into escrow account within four months of the construction contract being awarded <sup>3</sup>	\$17,187,500
<b>Total Deposit plus Federal, State, and preconstruction costs</b>	<b>\$43,471,000</b>

\*AUTHORITY share and reimbursement for all phases of the project is addressed in AEA C13030-01.

<sup>1</sup> Construction Management includes \$250,000 for Source Inspection.

<sup>2</sup> Construction Capital includes \$44,000 for Caltrans Mix Design (HMA JMF and Concrete Mixes), \$515,808 for State Furnished Materials, \$894,000 for CVWD and IEUA (utility relocations to be funded by the City and reimbursed by the utility companies), and is based on the Engineer's Cost Estimate dated 7/10/13 totalling \$31,474,346.00.

<sup>3</sup> This amount will be "trued up" based upon the total construction contract awarded plus contingency, Caltrans Mix Design cost estimate, State Furnished Materials value, and State Furnished Materials.



- 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: 5

**Date:** September 12, 2013

**Subject:** Interstate 215/Barton Road Interchange Improvement Project Alternate Delivery Method

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

Approve using the alternative delivery method of Construction Manager/General Contractor (CM/GC) for the I-215/Barton Road Interchange Project.

**Background:** On September 29, 2012, Assembly Bill No. 2498 amended the California Public Contract Code Section 6700-6708 to establish a pilot program, consisting of no more than six projects, to test the utilization of a Construction Manager/General Contractor (CM/GC) delivery method as a cost-effective option for constructing transportation projects on the state highway system. The bill stipulates that Caltrans will be the lead on the selected projects.

The CM/GC, also referred to as CM at Risk, allows an agency to engage a Construction Manager (Contractor) during the design phase to provide input on materials, construction staging, schedule, and cost estimating to make the design a more constructible project. The CM/GC construction contractor is selected based on qualifications. When the design is nearing completion, the selected CM/GC contractor submits a Guaranteed Maximum Price for the construction of the

\*

*Approved*  
 Board Metro Valley Study Session

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

Moved: \_\_\_\_\_ Second: \_\_\_\_\_

In Favor: \_\_\_\_\_ Opposed: \_\_\_\_\_ Abstained: \_\_\_\_\_

Witnessed: \_\_\_\_\_

COG	CTC	CTA	SAFE	CMA
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Check all that apply.

Attachment: MVSS1309b1-mkb

<http://portal.sanbag.ca.gov/mgmt/workgroups/freeway/Shared%20Documents/Task%200840%20I-215%20Barton%20Road%20CMGC%20Nomination%20Fact%20Sheet.pdf>

project. The submitted bid is compared to an independent cost estimate and if a negotiated price can be reached, the Construction Manager is awarded the construction contract. If a negotiated price cannot be reached, the Construction Manager is paid for his services and the construction project is advertised as a traditional bid-build contract.

The goals of the CM/GC delivery method include:

- Reduced delivery time
- Real-time accurate pricing
- Innovation of materials and staging
- Improved constructability
- Reduced construction costs
- Improved cost reliability
- Appropriate risk allocation
- Reduced owners resources

The benefits of this delivery method include:

- The Public agency does not sacrifice control over the design, as is the case with a design-build delivery method
- Fewer disputes and claims by the Contractor because he was part of the design team.
- Risk is transferred to the Contractor under a Guaranteed Maximum Price Contract.
- CM/GC was successfully used on many projects throughout the United States. Utah has the most aggressive program, which has demonstrated many advantages including an average cost savings of 15 percent and early or on-time delivery.

The challenges of this delivery method include:

- Caltrans and SANBAG learning curve – this is one of the first CM/GC projects. As on the Devore design-build project, SANBAG will enlist resources experienced in this delivery method for guidance.
- Caltrans current organization is not structured for this delivery method. Caltrans has expressed a willingness to use an organization structure that gives SANBAG the final authority. This organization structure was successful on the Devore Interchange project.
- Additional costs during the PS&E phase for the CM contract will be incurred. Other states, that have adopted the CMGC delivery method, realized savings during construction, off-setting the cost of hiring the CM during the PS&E phase.

The I-215/Barton Road Interchange project meets the criteria to be considered for the CM/GC pilot program. Caltrans District 8 prepared the CM/GC nomination fact sheet (attached) and submitted it to Caltrans Head Quarters on May 3, 2013.

The Caltrans Special Projects Evaluation Panel selected the Project on June 26, 2013.

SANBAG Board approved the Caltrans cooperative agreement C12212 on May 30, 2012, for Plans, Specifications and Estimates (PS&E) services. Caltrans is the lead for this phase of work. If the Board approves this recommendation, a construction cooperative agreement with Caltrans will be developed to incorporate the CM/GC delivery method. The agreement will include language that gives SANBAG a strong administrative role. The construction agreement will be brought to the Board for their consideration at a future meeting.

Staff is recommending the approval of using the Construction Manager/General Contractor delivery method for the I-215/Barton Road Interchange Project.

***Financial Impact:*** This action will not have an impact to the Fiscal Year 2013/14 budget.

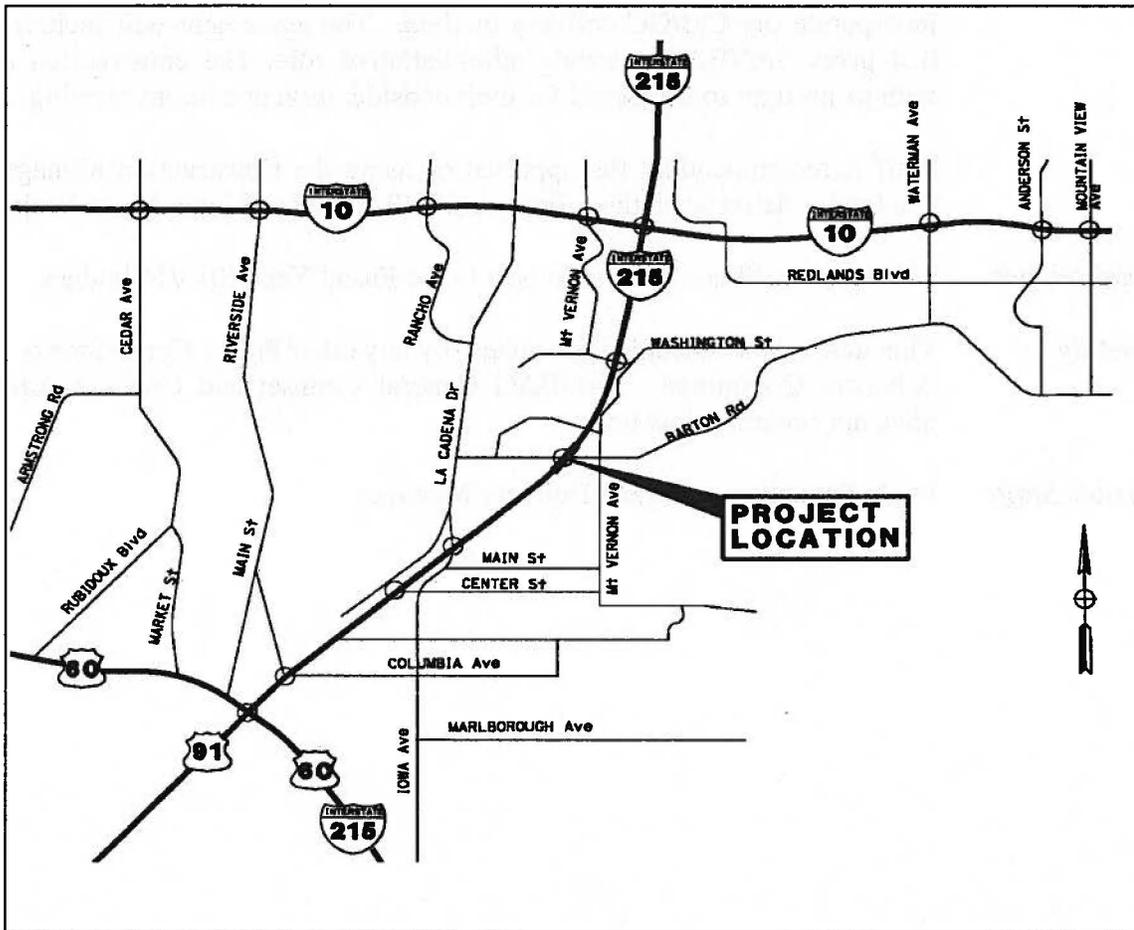
***Reviewed By:*** This item is not scheduled for review by any other Policy Committee or Technical Advisory Committee. SANBAG General Counsel and Contract Administrator have not reviewed this item.

***Responsible Staff:*** Paula Beauchamp, Project Delivery Manager

**CMGC**  
**NOMINATION FACT SHEET**  
**08-SBD-215-KP 0.93/3.14 (PM 0.58/1.95)**  
**Project EA 0J0700**

**Project Description**

The San Bernardino Associated Governments (SANBAG), in cooperation with the Riverside County Transportation Commission (RCTC), the City of Grand Terrace (City), the City of Colton, the California Department of Transportation (Caltrans), and the Federal Highway Administration (FHWA), proposes to reconstruct the existing Interstate 215 (I-215)/Barton Road interchange (Bridge No. 54-0528, PM 1.31)



The purpose of this project is to reconstruct and improve the interchange to attain a desirable Level of Service (LOS) in the future. The I-215/Barton Road interchange is considered the main access to the City of Grand Terrace. The 2006 Average Daily Traffic (ADT) volumes for the existing interchange at the northbound off-ramp and southbound on-ramp are 12,800 and 15,800, respectively. Traffic projections by the year 2035 show an increase of 18% to 15,060 ADT for the northbound off-ramp and the southbound on-ramp and an increase of 58% to 24,960 ADT for southbound off-ramp/northbound on-ramp at Barton Road.

The proposed project is needed to increase capacity, improve operations, and reduce existing and future traffic congestion at the I-215/Barton Road interchange. Based on traffic projections and the existing and future land uses in the vicinity, the facility is forecast to degrade to level of service (LOS) F (breakdown condition) by 2040 without improvements.

The objective of the project is to address the operational deficiencies of traffic congestion, limited capacity, and inefficient traffic operations at the existing I-215/Barton Road interchange.

### **Project Proposal**

The project is currently in the Project Approval and Environmental Document (PA&ED) phase of project development. Some preliminary geometric design work has been completed during PA&ED to support environmental and technical engineering studies needed for the environmental document and project report. Detailed design work will begin following completion of PA&ED during the Plans, Specifications and Estimates (PS&E) phase of the project. Preliminary right of way activities have been undertaken to identify potential property and utility impacts. Right of way acquisitions and utility coordination will occur later in the PS&E phase.

In accordance with the California Environmental Quality Act (CEQA) the Draft Environmental Document prepared is a Draft Initial Study (IS). And, in accordance with the National Environmental Policy Act (NEPA) the Draft Environmental Document prepared is a Draft Environmental Assessment (EA). The Draft IS with Proposed Mitigated Negative Declaration (MND) and the Draft EA with Finding of No Significant Impact (FONSI) have been prepared in accordance with Caltrans' environmental procedures, as well as state and federal environmental regulations.

At the suggestion of FHWA, a modified alternative was recently introduced as a replacement of the locally preferred build alternative to mitigate an access control issue. The Draft NEPA and CEQA documents are currently undergoing revalidation efforts to determine if the modified project alternative footprint requires new or revised environmental studies. Revalidation efforts are not expected to significantly impact the project schedule and completion of the Project Approval and Environmental Document is anticipated by the end of calendar year 2013.

### **Schedule**

This project is scheduled to be completed after the I-215 carpool lane gap closure project between San Bernardino and Riverside is completed. The improvements at the adjacent Mt. Vernon Avenue/Washington Street interchange in Colton will follow the completion of the Barton Road interchange improvements. The following schedule for the Barton Road interchange assumes no unforeseen delays and is contingent upon the project being fully funded based on the selected build alternative:

- The Project Approval/Environmental Document phase is expected to be completed by late 2013.

- Final design and right of way acquisition are estimated to be completed by late 2015.
- Construction is expected to start early 2016 and be completed by mid-2018.

### **Cost/Funding**

Costs for the Project Approval/Environmental Document phase of work are being shared by SANBAG and RCTC. SANBAG is funding approximately \$3.09 million of this project phase, and RCTC is funding an estimated \$1.03 million.

The full project cost through construction is estimated to be between \$63.3 million and \$100 million, depending on which build alternative is selected. This estimate is subject to change, based on future cost escalations.

The Project is programmed in the Southern California Association of Government's adopted 2013 Federal Transportation Improvement Program. Total programmed funds for the project are \$78.8 million. If necessary, additional future funding for the interchange project will be provided in part by Measure I, the half-cent sales tax for transportation improvements in San Bernardino County. SANBAG also may pursue additional state and federal funding sources.

### **Permits/Agreements**

SANBAG and Caltrans previously entered into cooperative agreements for the PA&ED (Agreement No. 08-1341) and the PS&E/Right of Way (Agreement No. 08-1537) phases of project development. A separate agreement will be required for construction.

Anticipated regulatory permits include:

- Order No. 2009-0009-DWQ, National Pollutant Discharge Elimination System (NPDES) No. CAS000002, NPDES General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities
- Order No. 99-06-DWQ, NPDES No. CAS000003, Statewide Storm Water Permit and Waste Discharge Requirements for Caltrans
- State Right-of-Way Encroachment Permit
- Clean Water Act (CWA) Section 401 Water Quality Certification from the Regional Water Quality Control Board (RWQCB)
- CWA Section 404 Nationwide Permit from the United States Army Corps of Engineers (ACOE)
- California Department of Fish and Game (CDFG) Lake or Streambed Alteration Agreement

The project will also require an agreement with the CHP Field Office for Construction Zone Enhanced Enforcement Program (COZEEP).

### **Right of Way and Utilities**

This project requires acquisition of additional right of way. Depending on the selected build alternative, the project is expected to acquire between 2 to 8 residences and 22 to 35

commercial properties. Right of way engineering and acquisitions will begin after completion of the PA&ED phase of the project at the end of 2013.

Utility coordination work and design of any necessary utility relocation will begin during the PS&E phase. Preliminary utility verification research and mapping were completed during PA&ED. The following utilities are expected to be relocated or protected in place during construction.

<b>Utility</b>	<b>Owner</b>
Sewer	City of Grand Terrace
Water Line	Riverside Highland Water, Eastern Valley Municipal Water District
Gas Line	Southern California Gas
Electrical-underground	Southern California Edison (SCE)
Utility Poles	SCE
Electrical-overhead	SCE
Telecom	AT&T, Time Warner
CATV	AT&T, Time Warner, Charter Communication
Riverside Canal Aqueduct	City of Riverside

**Public/Political Support of Project**

The project is supported by the general public and has broad political support among the SANBAG and RCTC member agencies.

**Why is this project a good CMGC candidate?**

Because this is an interchange reconstruction project, it has a wide spectrum of issues that CMGC can provide beneficial assistance. Limited work spaces within the interchange footprint require development of optimal construction staging strategies. The CMGC’s suggestions on work zone traffic control plans and construction material staging areas are expected to help optimize staging strategies.

It will be important to develop accurate working day estimates to minimize the overall construction duration and deliver the finished project to the travelling public as efficiently as possible. Also, it is essential that lane and ramp closure schedules/durations and traffic control measures are reviewed to ensure that the traveling public is not unnecessarily impacted construction.

CMGC review of traffic control items can lead to more accurate pricing and cost estimating of items that are traditionally estimated and bid as “lump sum” items. Early identification and resolution of R/W utility relocation constraints will reduce R/W support & capital costs and improve schedule performance. Additionally, CMGC involvement is expected to provide reasonable and predictable forecasted support cost rates essential for Caltrans’ work plan and programming purposes.

The Construction Manager’s tasks should be evaluated by the project team with input from the appropriate functional units. Select the tasks for which the Construction Manager’s assistance will be needed and discuss its benefits to delivering the project. (Note: This initial selection will be used to assist in understanding how the district intends to the construction manager and can be modified prior to release of the RFQ).

**DESIGN RELATED**

- Validate Department/Consultant design
- Assist/input to Department/Consultant design
- Design reviews
- Design charrettes
- Constructability reviews
- Operability reviews
- Regulatory reviews
- Market surveys for design decisions
- Verify/take-off quantities
- Assistance shaping scope of work
- Feasibility studies
- Encourage innovation

**COST RELATED**

- Validate agency/consultant estimates
- Prepare project estimates
- Cost engineering reviews
- Early award of critical bid packages
- Life cycle cost analysis
- Value analysis/engineering
- Material cost forecasting
- Cost risk analysis
- Cash flow projections/Cost control
- Shape the project scope to meet the budget

**PRECONSTRUCTION WORK RELATED**

- Utility Relocation
- Potholing

- Preliminary soil and geotech studies
- Right of Way Demolition
- Preliminary Surveying

**SCHEDULE RELATED**

- Validate agency/consultant schedules
- Prepare and manage project schedules
- Develop sequence of design work
- Construction phasing
- Schedule risk analysis/control

**ADMINISTRATION RELATED**

- Prepare Document Control
- Coordinate contract documents
- Coordinate with 3rd party stakeholders
- Subcontractor bid packaging
- Attend public meetings
- Bidability reviews
- Subcontractor bid packaging
- Prequalifying Subcontractors
- Assist in right-of-way acquisition
- Assist in permitting actions
- Study labor availability/conditions
- Prepare sustainability certification application
- Follow environmental commitments
- Follow terms of Federal Grant
- Coordinate site visits for subcontractors
- Teamwork/Partnering meetings/sessions
- Develop Quality and Safety plans

## Glossary of Preconstruction Services Terms

### Design-Related Preconstruction Services

**Validate agency/consultant design**—Construction Manager evaluates the design as it is originally intended and compares it to the scope of work with both the required budget and schedule to determine if the scope can be executed within those constraints. A validated design is one that can be constructed within the budget and schedule constraints of the project.

**Assist/input to agency/consultant design**—Construction Manager will offer ideas/cost information to the designer to be evaluated during the design phase. Ultimately, the designer is still responsible for the design.

**Design reviews**—done to identify errors, omissions, ambiguities, and with an eye to improving the constructability and economy of the design submittal.

**Design charrettes**—Construction Manager would participate in structured brainstorming sessions with the designer and owner to generate ideas to solve design problems associated with the project.

**Constructability reviews**—review of the capability of the industry to determine if the required level of tools, methods, techniques, and technology are available to permit a competent and qualified construction contractor to build the project feature in question to the level of quality required by the contract.

**Operability reviews**—bringing in the agency's operations and maintenance personnel and providing them with an opportunity to make suggestions that will improve the operations and maintenance of the completed projects.

**Regulatory reviews**—a check to verify that the design complies with current codes and will not have difficulty obtaining the necessary permits.

**Market surveys for design decisions**—furnish designers with alternative materials or equipment along with current pricing data and availability to assist them in making informed design decisions early in the process to reduce the need to change the design late in the process resulting from budget or schedule considerations.

**Verify/take-off quantities**—Construction Manager verifies the quantities generated by the designer for the engineer's estimate.

**Assistance shaping scope of work**—Construction Manager generates priced alternatives from the designer and owner to ensure that the scope of work collates to the constraints dictated by the budget and/or schedule.

**Feasibility studies**—Construction Manager investigates the feasibility of possible solutions to resolve design issue on the project.

### Cost-Related Preconstruction Services

**Validate agency/consultant estimates**—Construction Manager evaluates the estimate as it is originally intended and determines if the scope can be executed within the constraints of the budget.

**Prepare project estimates**—Construction Manager provides real-time cost information on the project at different points in the design process to ensure that the project is staying within budget.

**Cost engineering reviews**—review that includes not only the aspects of pricing but also focuses on the aspect that "time equals money" in construction projects.

**Early award of critical bid packages**— Construction Manager determines which design packages should be completed first to ensure that pricing can be locked in on the packages.

**Life-cycle cost analysis**— Construction Manager provides input to design decision that impact the performance of the project over its lifespan.

**Value analysis**—process that takes place during preconstruction where the CMGC contractor identifies aspects of the design that either do not add value or whose value may be enhanced by changing them in some form or fashion. The change does not necessarily reduce the cost; it may actually decrease the life-cycle costs.

**Value Engineering**—systematic review by a qualified agency and/or contractor personnel of a project, product, or process so as to improve performance, quality, safety, and life-cycle costs.

**Material cost forecasting** – Construction Manager utilizes its contacts within the industry to develop estimates of construction material escalation to assist the owner and designer make decisions regarding material selection and early construction packages.

**Cost risk analysis**—furnishing the agency with information regarding those cost items that have the greatest probability of being exceeded.

**Cash flow projections/Cost control** – Construction Manager conducts earned value analysis to provide the owner with information on how project financing must be made available to avoid delaying project progress. This also may include an estimate of construction carrying costs to aid the owner in determining projected cash flow decisions.

#### **Schedule-Related Preconstruction Services**

**Validate agency/consultant schedules**— Construction Manager evaluates if the current scope of work can be executed within the constraints of the schedule.

**Prepare project schedules**— Construction Manager prepares schedules throughout the design phase to ensure that dates will be met, and notify the owner when issues arise.

**Develop sequence of design work**— Construction Manager sequences the design work to mirror the construction work, so that early work packages can be developed.

**Construction phasing** – Construction Manager develops a construction phasing plan to facilitate construction progress and ensure maintenance of traffic.

**Schedule risk analysis/control**— Construction Manager evaluates the risks inherent to design decisions with regard to the schedule and offers alternative materials, means and/or methods to mitigate those risks.

#### **Administrative-Related Preconstruction Services**

**Coordinate contract documents** – Construction Manager evaluates each component to the construction contract against all other components and identifies conflicts that can be resolved before award of the construction phase contract.

**Coordinate with third-party stakeholders**— Construction Manager communicates with third parties involved in the project including but not limited to utilities, railroads, and the general public.

**Public information-public relations** – Construction Manager implements a program to identify public relations issues and solve them to ensure the project is not delayed by public protest.

**Attend public meetings** — Construction Manager can organize and attend public meetings to answer questions from the public about the construction of the project.

**Biddability reviews** — Construction Manager reviews the design documents to ensure that subcontractor work packages can be bid out and receive competitive pricing. This action reduces the risk to the subcontractors because they are given the specific design product they need for their bids; not just told to find their work inside the full set of construction documents.

**Subcontractor bid packaging** — Construction Manager coordinates the design work packaging to directly correlate with subcontractor work packages so that early packages can be easily bid out and awarded.

**Prequalifying subcontractors** – Construction Manager develops a list of qualified subcontractors that are allowed to bid on packages as they are advertised.

**Assist in right-of-way acquisition** – Construction Manager assists the designer in identifying options for right-of-way acquisitions by providing means and methods input. The primary purpose is to minimize the amount of right-of-way actions that must be undertaken.

**Assist in permitting actions** – Construction Manager is empowered to meet with resource agencies and develop permit applications with assistance from the designer.

**Study labor availability/conditions** – Construction Manager furnishes advice during design with regard to the availability of specialty trade subcontractors and the impact of that availability on project budget and schedule constraints.

**Prepare sustainability certification application**– When certification for sustainability is desired, the Construction Manager is empowered to prepare the necessary paperwork to submit for certification

The following is a delivery selection tool we are developing. Please provide a response to each of the questions below.

<b>EVALUATION OF PROJECT SCOPE AND CHARACTERISTICS</b>		
<b>QUESTION No.</b>	<b>QUESTION</b>	<b>Rating (A, B or C)</b>
1a)	<b>Where is the project in the project development process?</b> A. Detailed or final engineering stage B. Preliminary design C. Conceptual engineering stage	<b>B</b>
1b)	<b>What is the size/complexity of the project?</b> A. Relatively simple, smaller project with no need for specialized outside expertise B. Medium size project with more technically complex components and schedule complexity C. Large, complex project with significant schedule complexity (e.g. multiple phases, extensive third-party issues, specialized expertise needed)	<b>C</b>
1c)	<b>Does the project involve significant impacts to highway users and local businesses/community during construction?</b> A. No more than typical B. More than typical C. Much more than typical	<b>B</b>
1d)	<b>Does the project present right-of-way limitations that would benefit from the contractor's assistance?</b> A. No more than typical B. More than typical C. Much more than typical	<b>C</b>
1e)	<b>Does the project present environmental permitting issues that would benefit from the contractor's assistance?</b> A. No more than typical B. More than typical C. Much more than typical	<b>B</b>
1f)	<b>Does the project present utility or third-party issues that would benefit from the contractor's assistance?</b> A. No more than typical B. More than typical C. Much more than typical	<b>C</b>
1g)	<b>Does the project present unique work restrictions or traffic maintenance requirements that would benefit from the contractor's assistance?</b> A. No more than typical B. More than typical C. Much more than typical	<b>C</b>
1h)	<b>Would the project benefit by packaging features of work to allow early lock-in of construction materials/labor pricing?</b> A. No more than typical B. More than typical C. Much more than typical	<b>B</b>
1i)	<b>Would the project benefit by raising quality standards/benchmarks to minimize maintenance and achieve lower life-cycle cost?</b> A. No more than typical B. More than typical C. Much more than typical	<b>A</b>

<b>EVALUATION OF SUCCESS CRITERIA</b>		
<b>QUESTION No.</b>	<b>QUESTION</b>	<b>Rating (A, B or C)</b>
<b>2a) Schedule Issues</b>		
<b>1</b>	<b>Can time savings be realized through concurrent design and construction activities (fast-tracking)?</b> A. No more than typical B. More than typical C. Much more than typical	<b>C</b>
<b>2</b>	<b>Can the schedule be compressed?</b> A. No more than typical B. More than typical C. Much more than typical	<b>C</b>
<b>2b) Opportunity for Innovation</b>		
<b>1</b>	<b>Will the project scope allow for innovation (e.g., alternate designs, traffic management, construction means and methods, etc.)?</b> A. No more than typical B. More than typical C. Much more than typical	<b>B</b>
<b>2</b>	<b>Must the project scope be primarily defined in terms of prescriptive specifications (i.e., predetermined materials and methods), or can performance specifications (expressing desired end results) be used, or a combination of both?</b> A. Primarily prescriptive specifications B. Combination of prescriptive and performance specifications C. Performance specifications for significant elements	<b>A</b>
<b>2c) Quality Enhancement</b>		
<b>1</b>	<b>Will there be opportunities for contractors to provide materials or methods that provide greater value than normally specified by the state on similar projects?</b> A. No more than typical B. More than typical C. Much more than typical	<b>B</b>
<b>2</b>	<b>Will there be the opportunity for realization of greater value due to designs tailored to contractor's area of expertise?</b> A. No more than typical B. More than typical C. Much more than typical	<b>B</b>
<b>3</b>	<b>Will warranties or maintenance agreements be used?</b> A. No B. Limited to short-term workmanship and materials C. Much more than typical	<b>B</b>

<b>EVALUATION OF SUCCESS CRITERIA (Continued)</b>		
<b>QUESTION No.</b>	<b>QUESTION</b>	<b>Rating (A, B or C)</b>
<b>2d) Cost Issues</b>		
1	<p><b>Will there be opportunities for contractors to provide designs with lower initial construction costs than those typically specified by the state?</b></p> <p>A. No more than typical B. More than typical C. Much more than typical</p>	B
2	<p><b>Will there be opportunities for contractors to provide alternate design concepts with lower lifecycle costs than those typically specified by the state?</b></p> <p>A. No more than typical B. More than typical C. Much more than typical</p>	B
3	<p><b>Is funding for the project committed and available?</b></p> <p>A. Secured for design phase only or cannot support accelerated construction B. Funding can accommodate fast-tracking to some extent C. Funding will accommodate compressed schedule/fast-tracking</p>	B
4	<p><b>Will the cost of procurement affect the number of bidders?</b></p> <p>A. Procurement cost would significantly limit competition B. Procurement cost could affect the number of bidders C. Procurement cost would not be a significant issue given the size or complexity of the project</p>	B
5	<p><b>Will project budget control benefit from the use of formal contingencies?</b></p> <p>A. No benefit B. A formal contingency may permit the Department to add project scope or enhance quality within the constraints of its published budget C. A formal contingency is required to allow the Department to maximize project scope and quality within the constraints of its published budget</p>	B
<b>2e) Staffing Issues</b>		
1	<p><b>Does the Department have the expertise and resources necessary for a complicated procurement process?</b></p> <p>A. Inadequate resources or expertise B. Limited resources or expertise C. Adequate resources and expertise</p>	C
2	<p><b>Are resources available to complete the design?</b></p> <p>A. Resources are available to complete design B. Resources are available for partial design C. Specialized expertise, not available in-house, is required</p>	A
3	<p><b>Are resources available to provide construction oversight?</b></p> <p>A. Resources are available B. Full-time construction oversight could strain staff resources C. Resources are unavailable</p>	A



- 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: 6

**Date:** September 12, 2013

**Subject:** Interstate 10 Tippecanoe Interchange Improvement Project – Phase I

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

1. Approve Amendment No. 1 to Contract No. C11215 with Simon Wong Engineering for Construction Management services for the I-10 Tippecanoe Interchange Improvement Project – Phase I, an increase of \$300,000 for a new not-to-exceed amount of \$2,051,730.00,
2. Approve an increase of contingency to Contract No. C11215 with Simon Wong for the I-10 Tippecanoe Interchange Improvement Project – Phase I, of \$100,000 for a new not-to-exceed contingency amount of \$275,173.00 and authorize the Executive Director or designee to release contingency as necessary for the project.
3. Approve an increase in construction contingency for Contract No. C12196 with Ortiz Enterprises Incorporated for the I-10 Tippecanoe Interchange Improvement Project – Phase I in the amount of \$500,000.00, for a new not-to-exceed Allowance/Contingency amount of \$2,206,154.20.

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	<p><i>Approved</i>          Board Metro Valley Study Session</p> <p>Date: _____</p> <p>Moved:                      Second:</p> <p>In Favor:    Opposed:    Abstained</p> <p>Witnessed: _____</p>
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COG	CTC	CTA	X	SAFE	CMA	
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*Check all that apply.*

MVSS1309b-mb

- Attachments: <http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/CCS%20C11215-01.docx>  
<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/DCSS%20C11215-01-%20Simon%20Wong.xlsx>  
<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/C11215-01.docx>  
<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/CCS%20C12196-01.docx>  
<http://portal.sanbag.ca.gov/mgmt/workgroups/freeway/I-10/I10%20Tippecanoe%20Project/DCCS%20C1219601.xlsx>

**Background:**

**These are amendments to existing contracts.** In May 2011, San Bernardino Associated Governments (SANBAG) Board approved nominating the I-10/Tippecanoe Avenue Interchange project for \$10 million of Corridor Mobility Improvement Account (CMIA) funds. To capture the funds, the project needed to be ready for construction by December 31, 2011. To meet this date the construction of the improvements needed to be separated into two phases. In addition to providing an opportunity to capture additional CMIA funds, the phasing allowed for the acceleration of some of the improvements to provide much needed congestion relief to this interchange. In August 2011, the Board approved the amendments to the agreements allowing the project to be split into two phases. Phase 1 was ready to proceed to construction by December 31, 2011 and the project was allocated the CMIA funds.

On April 4, 2012, the Board approved Contract No. C11215 with Simon Wong Engineering ("Simon Wong") for Construction Management services associated with the I-10 Tippecanoe Interchange Improvement Phase I Project in the amount of \$1,751,730.00, plus \$175,173.00 in contingency, for a total amount of \$1,926,903.00.

On July 11, 2012, the Board approved Contract No. C12196 with Ortiz Enterprises Incorporated ("Ortiz") in the amount of \$12,080,942.33. At that same time, the Board approved \$323,900.00 in Supplemental Work, \$174,160.00 in Agency Furnished Materials and Expenses, and Contingency at 10% of the construction contract at \$1,208,094.20, for a total Allowance/Contingency amount of \$1,706,154.20.

At the time of award, the project duration was estimated to be approximately 10 months, beginning construction in August 2012 and ending in May 2013, followed by 1 year of plant establishment. As of June 30, 2013, 78% of the time has passed however; the contractor has completed only 52% of the work.

The construction delay is primarily due three issues: burial of existing soil contaminated by aerial deposited lead, the structural excavation and backfill of one of the major retaining walls, and the rebar spacing on the concrete box. The aerial deposited lead on this construction site is required to be buried under a hard surface such as pavement. In haste to get Phase 1 PS&E package completed to meet the CMIA deadline, the area needed to bury the volume of contaminated material on this phase was not identified, and once into construction it was determined the available areas within the Phase 1 construction area were inadequate. For this reason, and due to construction site constraints, some of the dirt needed to be double-handled.

The three issues have increased the cost and delayed the schedule. The contractor has claimed approximately \$1,100,000 in extra cost and requested the contract

construction duration be extended approximately 5 months. Negotiations with Ortiz are currently ongoing.

**Recommendation No. 1 and 2**

Due to the extended time to complete construction, the construction management contract amount is insufficient. The current contract amount including contingency is expected to be expended by the end of October 2013. It is estimated that an additional \$300,000.00 will be needed. Staff is requesting that a total of \$300,000.00 be added to Simon Wong Engineering contract (C11215) for a new not-to-exceed amount of \$2,051,730.00; \$100,000.00 be added to contingency, for a total contingency of \$275,173.00; and authorize the Executive Director or designee to release contingency as necessary for the project.

**Recommendation No. 3**

While negotiations with the contractor are still underway on the cost for these changes, it is anticipated that the available Allowances/Contingency of \$1,706,154.20 will not be adequate. Staff is requesting that a total of \$500,000 be added to construction contingency for a new not-to-exceed contingency amount of \$2,206,154.20. This is an estimate only and a complete accounting of all changes and payments will not be known until completion of negotiations and the closeout of the project.

***Financial Impact:*** This item is consistent with the Fiscal Year 2013/2014 budget under Task No. 0842.

***Reviewed By:*** This item is not scheduled for review by any other Policy Committee or Technical Advisory Committee. SANBAG General Counsel and Contract Administrator have reviewed this item and drafts of the amendments.

***Responsible Staff:*** Mike Barnum, Construction Manager



## CONTRACT SUMMARY SHEET

Contract No. C 11215 Amendment No. 1

By and Between

San Bernardino Transportation Authority and Simon Wong Engineering

Contract Description I-10 Tiplacanoe Phase 1 Interchange Construction Management Services

<b>Board of Director's Meeting Date:</b> September 4, 2013	
<b>Overview of BOD Action:</b> Approved Amendment # 1 Contract No. C11215 with Simon Wong Engineering and approve a contingency increase of \$100,000 for C11215	
Is this a Sole-Source procurement? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

CONTRACT OVERVIEW			
Original Contract Amount	\$	1,751,730.00	Original Contingency Amount
			\$ 175,173.00
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	1,751,730.00	Revised Contingency Amount <i>Inclusive of prior amendments</i>
			\$ 175,173.00
Current Amendment Amount	\$	300,000.00	Contingency Amendment
			\$ 100,000.00
<b>TOTAL CONTRACT VALUE</b>	<b>\$</b>	<b>2,051,730.00</b>	<b>TOTAL CONTINGENCY VALUE</b>
			<b>\$ 275,173.00</b>
<b>TOTAL BUDGET AUTHORITY (contract value + contingency)</b>			<b>\$ 2,326,903.00</b>

Contract Start Date <u>4/4/12</u>	Current Contract Expiration Date <u>4/4/15</u>	Revised Contract Expiration Date
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>0842</u> .				
<input type="checkbox"/> A Budget Amendment is required.				
How are we funding current FY?				
<input checked="" type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds	<input checked="" type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds	<input type="checkbox"/> Measure I Funds
Provide Brief Overview of the Overall Funding for the duration of the Contract:				
This contract is funded with \$1,091,170 federal STPL and the balance is split equally among the City of San Bernardino, the City of Loma Linda, and the Inland Valley Development Agency.				
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable				

CONTRACT MANAGEMENT INFORMATION
Check all applicable boxes:
<input checked="" type="checkbox"/> Retention? If yes, indicate % <u>10</u> .
<input checked="" type="checkbox"/> Underutilized Disadvantaged Business Enterprise (UDBE) Goal <u>3.78</u> %

Mike Barnum  
Project Manager (Print Name)

Garry Cohoe  
Task Manager (Print Name)

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

Jessy Hill  
Contract Administrator (Print Name)

W. S. SAWARSM  
Chief Financial Officer (Print Name)

	<u>8/21/13</u> Date
	<u>8-21-13</u> Date
	<u>8/21/13</u> Date
	<u>8/21/13</u> Date
	 Date

**AMENDMENT NO. 1 TO**

**CONTRACT NO. C11215**

**BY AND BETWEEN**

**SAN BERNARDINO ASSOCIATED GOVERNMENTS, acting in its capacity as the SAN  
BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

**AND**

**SIMON WONG ENGINEERING**

**FOR**

**CONSTRUCTION MANAGEMENT SERVICES FOR I-10/TIPPECANOE -- PHASE 1**

This AMENDMENT No. 1 to CONTRACT No. C11215 is made by and between Simon Wong Engineering (hereafter called CONSULTANT) and the San Bernardino Associated Governments, acting in its capacity as the San Bernardino County Transportation Authority (hereafter called AUTHORITY):

**RECITALS:**

WHEREAS, AUTHORITY, under Contract No. C11215 ("Contract"), has engaged the services of CONSULTANT to provide Construction Management Services for the I-10 Tippecanoe Interchange Improvement Project – Phase 1.

WHEREAS, the parties desire to amend the Contract terms and increase the contract not to exceed value.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, CONSULTANT and AUTHORITY agree as follows:

1. Article 3.2, is deleted in its entirety and replaced with the following:

"The total Not-To-Exceed amount is Two Million, Fifty-One Thousand Seven Hundred and Thirty Dollars, (\$ 2,051,730.00). Services to be provided under this Contract are to be provided on an as needed basis and are to be performed as set forth in Attachment "A", Scope of Services, which is incorporated herein by reference. CONSULTANT's fee for services is included in the total contract cost and shall be a specific rate of compensation, as noted in revised Attachment "B", Billing Rate Schedule, which by this reference is incorporated into this Contract, which is the AUTHORITY's approved CONSULTANT Cost Proposal."

2. Except as amended by this Amendment, all other provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment that is effective as of the day and year executed by AUTHORITY.

**SIMON WONG ENGINEERING**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_

By: \_\_\_\_\_

W.E. Jahn  
President, Board of Directors

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

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

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

Eileen Monaghan Teichert  
General Counsel

**CONCURRENCE:**

By: \_\_\_\_\_

Jeffery Hill  
Contract Administrator



- 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: 7

**Date:** September 12, 2013

**Subject:** Interstate 10 Tippecanoe Interchange Improvement Project – Phase II

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

1. Approve award of Contract No. C13130 with Simon Wong Engineering for Construction Management services for the I-10 Tippecanoe Interchange Improvement Project – Phase II in an amount not-to-exceed \$2,475,000.00, after receipt of the Caltrans Conformance Letter and correction of any deficiencies noted therein, as required by Caltrans’ Local Assistance Procedures Manual.
2. Approve a contingency amount of \$247,500.00 for Contract No. C13130 and authorize the Executive Director or designee to release contingency as necessary for the project.

**Background:** A new professional service contract. On April 11, 2013, the Board approved the release of Request for Proposals (RFP) No. C13130 for Construction Management, Materials Testing, Source Inspection, Construction Surveying and

\*

*Approved*  
 Board Metro Valley Study Session

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

Moved:                      Second:

In Favor:      Opposed:      Abstained

Witnessed: \_\_\_\_\_

COG	CTC	X	CTA	X	SAFE	CMA
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Check all that apply.

MVSS1309a-mb

Attachments: <http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C13130.docx>;  
<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/DCSS%20C13130.xlsx>  
<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/CCS%20C13130.docx>  
<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C13130%20Attachment%20B.pdf>

Public Outreach services associated with the construction of the Interstate 10 (I-10) Tippecanoe Avenue Phase II Interchange Project.

Procurement Approach: On April 11, 2013, RFP C13130 was released and published on SANBAG's website. Approximately 100 firms were notified of the RFP. A pre-proposal conference was held on April 30, 2013, with 23 people representing 19 firms.

On May 29, 2013, four proposals were received. An evaluation committee consisting of representatives from the City of San Bernardino, City of Loma Linda, Department of Transportation (Caltrans), and SANBAG. The proposals were evaluated 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. In developing the criteria, staff put a higher relative importance on the work plan given the challenges and the complexity of the work. Second in importance was the proposed staffing since the qualifications of the key personnel are very important to the overall success of the project.

The evaluation committee reviewed all proposals based on the evaluation criteria and found all four firms to be technically qualified. The four firms are listed below in alphabetical order:

Firm & Location

Falcon Engineering Services  
Corona, CA

Harris & Associates  
Rancho Cucamonga, CA

Simon Wong Engineering  
Riverside, CA

Vali Cooper & Associates  
Riverside, CA

On June 18, 2013, the evaluation committee interviewed all four firms. Questions were asked relative the firms' proposed staffing plans, their overall understanding of the project, and each firms' approach to the scope of work. The four firms responded well to the questions asked.

Based on the proposal evaluation and interviews, staff recommends Simon Wong Engineering as the top ranked firm to provide construction management services for the I-10 Tippecanoe Avenue Interchange Project Phase II. All four firms clearly had experience and knowledge with the corridor and providing construction management services on a highway project. However, with regards to the work plan, Simon Wong demonstrated a greater attention to detail and a depth of understanding that was more thorough. It was clear that they had a thorough knowledge of the project. The team proposed by Simon Wong, including the key personnel and subconsultants, displayed a successful history of having worked together on other similar projects. The proposed project manager possesses strong experience and demonstrated that experience when responding to questions during the interview. The selection panel unanimously agreed that Simon Wong Engineering was the most qualified to provide the services requested. Staff verified not only the references of the firm and the principal, but also called on and received positive references for the Resident Engineer and Structure Representative/Inspector.

This project is being funded in part by federal funds and therefore a Disadvantaged Business Enterprise (DBE) goal of 4.1 percent was set for the project. All four firms met or exceeded the DBE goal with Simon Wong committing to a 23.53 percent DBE goal for the project.

Staff negotiated the scope of services and the contract amount with Simon Wong Engineering. It is recommended that a contract be awarded to Simon Wong Engineering in the not-to-exceed amount of \$2,475,000; that a contingency amount for Contract No. C13130 of \$247,500 be established; and that the Executive Director or designee be authorized to release contingency funds as necessary for the project.

The award and execution of the contract is contingent upon Caltrans' Audits & Investigations issuance of a Conformance Letter which indicates that Caltrans has reviewed the proposed contract and the financial information submitted by Simon Wong Engineering and its subconsultants, and have found the contract terms and the consultant's cost and price information compliant with state and federal requirements. This is a new Caltrans' procedure implemented in May 2013, impacting Architects and Engineering Contracts of \$150,000 or more.

Authorization to utilize federal funds on this contract is not expected until sometime in late 2013 (November/December). In addition, the pre-award audit of the consultant's financials will take a couple of months to complete. In order not to delay the project being released for advertisement and awarded in January 2014, a Purchase Order will be issued to Simon Wong in the amount of \$50,000 to cover the cost of the preconstruction services and a constructability review. These funds are in addition to those identified in Recommendations 1 and 2 and will utilize local funds.

**Financial Impact:** This item is consistent with the Fiscal Year 2013/2014 budget under Task No. 0842.

**Reviewed By:** This item is not scheduled for review by any other Policy Committee or Technical Advisory Committee. SANBAG General Counsel and Contract Administrator have reviewed this item and a draft of the contract.

**Responsible Staff:** Mike Barnum, Construction Manager

## CONTRACT SUMMARY SHEET

Contract No. C 13130 Amendment No. \_\_\_\_\_

By and Between

San Bernardino County Transportation Commission and Simon Wong Engineering

Contract Description Construction Management contract for I-10/Tippecanoe Ph. 2

**Board of Director's Meeting Date:** September 4, 2013  
**Overview of BOD Action:** Recommend approval of C13130 with Simon Wong Eng. for CM services for \$2,475,000 with a contingency amount of \$247,500.

Is this a Sole-Source procurement?  Yes  No

CONTRACT OVERVIEW					
Original Contract Amount	\$	2,475,000.00	Original Contingency Amount*	\$	247,500.00
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>2,475,000.00</b>	<b>TOTAL CONTINGENCY VALUE</b>	<b>\$</b>	<b>247,500.00</b>
<b>TOTAL BUDGET AUTHORITY (contract value + contingency)</b>					<b>\$ 2,722,500.00</b>

<b>Contract Start Date</b> 9/04/2013	<b>Current Contract Expiration Date</b> 12/31/2017	<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>0842</u> .				
<input type="checkbox"/> A Budget Amendment is required.				
How are we funding current FY? Demo				
<input checked="" type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds	<input checked="" type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds	<input type="checkbox"/> Measure I Funds
Provide Brief Overview of the Overall Funding for the duration of the Contract:				
Demo				
<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 _____ %	

Michael Barnum		9/4/13
Project Manager (Print Name)		9-4-13
Task Manager (Print Name)		9/4/13
Dir. of Fund Admin. & Programming (Print Name)		9/4/13
Contract Administrator (Print Name)		9/5/13
Chief Financial Officer (Print Name)		Date



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**A. DESCRIPTION OF SERVICES**

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

**Project Description**

The project has been divided into two phases under separate construction management and construction contracts.

The Phase 1 project started in August 2012 and construction is expected to be complete in November 2013. Work includes widening of I-10 to accommodate an eastbound auxiliary lane and standard shoulder widths, construction of proposed improvements to the eastbound off ramp at Tippecanoe Avenue including retaining walls along the eastbound I-10 mainline and along the eastbound Tippecanoe Avenue off ramp, replacement of an existing concrete lined channel with a reinforced concrete box culvert, widening of San Timoteo Creek Bridge (54-0599) and eastbound/westbound bridge barrier replacements, eastbound bridge barrier replacement for Tippecanoe Avenue Undercrossing (54-0598), signing, striping, temporary traffic signal work, and landscaping improvements along eastbound I-10 and the Tippecanoe Avenue/Anderson Street off ramp.

The proposed Phase 2 project is expected to start in May 2014 and includes modification of the westbound I-10 ramps (proposed realignment of the existing off-ramp, proposed new loop on ramp from northbound Tippecanoe Avenue, and modification of the existing on ramp from southbound Tippecanoe), widening of the Tippecanoe Avenue Undercrossing (54-0598); widening of Tippecanoe Avenue/Anderson Street between Lee Street and Court Street, widening of Redlands Boulevard through its intersection with Anderson Street, construction of a new local street between Laurelwood Drive and Coulston Street, sound wall construction, drainage improvements, signing, striping, traffic signal improvements along Tippecanoe Avenue/Anderson Street and landscaping along the westbound ramps of the I-10 Tippecanoe Avenue interchange.

SANBAG intends to advertise, award and administer one, construction contract for the Tippecanoe Avenue Interchange Phase 2 Project. Consultant will provide the construction management and support services for Tippecanoe Avenue Interchange Phase 2 construction contract.

**Services**

Services are to include, but are not limited to the following: participation in the evaluation of scheduling of the proposed project; constructability review; construction project advertising, bid analysis, and award; construction inspection; construction surveying, materials and laboratory testing, source inspection, landscape inspection, inspection of contaminated soil removal, contractor interface and contract administration; office engineering; public outreach services and other assorted duties as appropriate in managing construction of the improvement project.

Consultant will assign a Project Manager/ Resident Engineer to coordinate all contract and personnel activities for Phase 2 construction project. Other Assistant Resident Engineer(s) and inspection personnel may be assigned to direct and coordinate all project specific field activities and responsibilities as needed for satisfactory performance on the Phase 2 project. The Resident Engineer and every Assistant Resident Engineer assigned for this project shall be licensed as a Professional Civil Engineer in the State of California at the time of contract award and through

the duration of the contract. The Consultant is to provide a Survey Project Manager, Materials Testing Project Manager, Source Inspection manager and Landscape Architect to administer the construction support services requested herein and to assign qualified field personnel to perform the requested services. Furthermore, the Consultant shall provide a public outreach liaison to assist the SANBAG's Public Information Office, the County of San Bernardino, and the cities of San Bernardino and Loma Linda in implementing the Public Outreach Program established for these projects.

SANBAG will issue a Purchase Order to the Consultant to complete a Constructability Review. A full Notice to Proceed (NTP) will be issued upon receipt of the approved funding agreement from Caltrans and approval of Preaward Audit.

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

SANBAG has designated a Project Manager to coordinate all construction activities.

**Mr. Mike Barnum, Construction Manager**

The CONSULTANT shall report to and receive direction from SANBAG through the Project Manager, or his designees. The SANBAG Project Manager is responsible for coordination of all SANBAG construction activities and for coordinating the efforts of the total construction team. The SANBAG Project Manager will be the main contact and primary source of information between SANBAG, cities, outside agencies, supporting consultants and the public for the construction projects.

**B. PERFORMANCE REQUIREMENTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

Resumes of materials testing/source inspection personnel must be submitted to SANBAG for

review and approval prior to assignment to the Project. If, at any time, the level of performance of any testing personnel is below expectations, SANBAG may release that field person and request that another be assigned as needed.

A sample of the project Source Inspection Quality Management Plan (SIQMP) outlining the SANBAGS approach to source inspection and the roles and responsibilities of the source inspection personnel is provided in Attachment C. Consultant shall be responsible for finalizing the SIQMP to match the project requirements, assist SANBAG in gaining Caltrans approval and manage the SIQMP. Consultant shall provide Structural Materials Representative (SMR), Steel inspectors, Non-destructive Steel Inspectors, Coating Inspectors, Precast Concrete Inspectors and other source inspectors as needed.

If a member of CONSULTANT's materials testing/source inspection personnel is on a leave of absence, CONSULTANT's Project Manager will provide an equally qualified replacement employee until the original member returns to work. The replacement employee will meet all the requirements of a permanently assigned employee.

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

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

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

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

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

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

Resumes of CONSULTANT personnel and certifications must be submitted to SANBAG for review. CONSULTANT personnel must be approved by SANBAG prior to assignment to a project. SANBAG and CONSULTANT will have the responsibility of determining the quality and quantity of work performed by CONSULTANT personnel. If, at any time, the level of performance of any CONSULTANT survey personnel is below expectations, SANBAG may release the survey crew member and request that another be assigned.

If CONSULTANT's survey crew personnel assigned to the Project is on a leave of absence, the Project Manager will provide an equally qualified replacement(s) until the original employee(s) returns to work. The replacement(s) will be required to meet all the requirements of the permanently assigned employee(s).

CONSULTANT personnel will:

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

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

**C. DUTIES AND RESPONSIBILITIES**

**1. Pre-construction Services**

**a. Schedule**

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

**b. Budget**

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

**c. Constructability Review**

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

**2. Bid Process**

**a. Bid Documents**

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

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

**b. Pre-construction Meetings**

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

**c. Contract Award**

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

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

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

**3. Project Administration**

- a. CONSULTANT shall administer Project construction contracts using Caltrans Construction Manual as a guideline.
- b. CONSULTANT shall conduct regular Project coordination meetings with Contractor, SANBAG, local agencies, and design engineer, as appropriate.
- c. CONSULTANT shall prepare Contractor progress payments and maintain payment records and supporting documentation. All progress payments shall be reviewed by SANBAG for approval.
- d. CONSULTANT shall provide reports as needed to comply with specific funding requirements.
- e. CONSULTANT shall establish and maintain Project records in accordance with the Caltrans Construction Manual. Project record keeping shall include, but are not limited to, correspondence, memoranda, contract documents, change orders, claims, SANBAG and engineer directives, meeting minutes, shop drawings, supplementary drawings, and requests for payment. CONSULTANT shall maintain a record of the names, addresses, and telephone and fax numbers of the Contractors, subcontractors, and principal material suppliers.
- f. CONSULTANT shall establish and maintain a filing system in hard copies files and in electronic forms for each Project using the Caltrans Construction Manual as a guideline. Electronic data documentation will be required to be uploaded weekly to the SANBAG Major Projects Portal
- g. CONSULTANT shall monitor Contractors' construction schedules on an ongoing basis and alert SANBAG to conditions that may lead to delays in completion of the Project.

- h. CONSULTANT shall prepare and submit a monthly Activity Summary Report for the Project in a format approved by SANBAG. The activity report shall include among other items status of SWPPP issues, RFIs, contract change orders, and notice of potential claims; construction activities completed, ongoing, and upcoming; status of Project budget and schedule, and other highlights and critical issues.
- i. CONSULTANT shall review and ensure compliance with environmental requirements.
- j. CONSULTANT shall participate in partnering sessions with the Contractor, SANBAG, and Local Agencies, as required.
- k. CONSULTANT shall ensure that the Project meets all provisions of the Caltrans Quality Assurance Program Manual.
- l. CONSULTANT shall review Contractors' certified payroll records and ensure compliance with the requirements of the construction contract.
- m. CONSULTANT shall ensure that the Project meets all provisions of the Storm Water Pollution Prevention Plan (SWPPP).
- n. CONSULTANT shall assure that the Project meets all applicable regulations of the Air Quality Management District (AQMD) and State Water Resources Control Board (SWRCB).
- o. CONSULTANT shall maintain redlined as-built plans on an ongoing basis throughout the duration of the Project. Redlined plans shall show all changes made to the original contract plans, each change identified with the name of the approver, date of change approval, and CCO number, if applicable

4. Construction Coordination

- a. CONSULTANT shall provide a minimum of one qualified Resident Engineer to effectively manage the Project.
- b. CONSULTANT Resident Engineer shall act as a prime point of contact between Contractor, SANBAG, CONSULTANT's construction surveyor, CONSULTANT's materials inspector, and utility companies. CONSULTANT may, when requested by SANBAG, act as point of contact between design engineers, cities, and the public. CONSULTANT shall ensure coordination with property owners adjacent to Project right-of-way to ensure timely communication regarding property-condition survey and construction activities and scheduling.
- c. CONSULTANT shall maintain regular contact with SANBAG's Project/Construction Manager.
- d. CONSULTANT shall coordinate utility relocations with utility companies and their designees, as well as the utility inspector.
- e. CONSULTANT shall proactively review Project plans and special provisions for possible errors and deficiencies prior to construction of any specific element and report such findings to SANBAG. Should SANBAG determine that changes are

necessary, CONSULTANT shall assist in implementation and processing of change orders in accordance with contract documents.

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

5. Construction Inspection

- a. CONSULTANT shall coordinate all required inspections necessary for the Project. CONSULTANT shall ensure that appropriate City and local agencies are notified and present as required throughout the Project. CONSULTANT shall notify SANBAG immediately regarding any directives, recommendations, notices, etc. received from agencies other than SANBAG.
- b. CONSULTANT shall perform daily on-site observations of the progress and quality of construction to determine if the work being performed is in general conformance with the contract documents, all applicable laws, codes, and ordinances.
- c. CONSULTANT shall exercise reasonable care and diligence to discover and promptly report to SANBAG any and all defects or deficiencies in the materials or workmanship used in the Project.
- d. CONSULTANT personnel assigned to the Project shall be thoroughly familiar

with Caltrans Standard Specifications, Caltrans Standard Plans, Caltrans Erosion Control and Highway Planting requirements, safety standards and State Water Resources Control Board requirements. CONSULTANT personnel shall have the ability to read and interpret construction plans and specifications. CONSULTANT personnel shall also have knowledge of State of California Construction Safety Orders (CalOSHA) and traffic control practices as specified in the Work Area Traffic Control Handbook (WATCH). In addition, CONSULTANT personnel shall be thoroughly familiar with the construction requirements of Caltrans' Storm Water Pollution Prevention Program.

e. Assignments to be performed by CONSULTANT personnel shall include, but are not limited to, the following:

- 1) Paving and subgrade inspection, sub-surface & finish surface drainage inspection, structures and foundation inspection, electrical inspection for traffic, ramp meter and irrigation control equipment, signing and striping inspection, quantity calculations, checking grade and alignment, construction traffic control, soil amendments and plant material identification & quality control, hardscape inspection, trenching & irrigation inspection and duties that may be required to determine that construction of the Project is being performed in accordance with the contract documents.
- 2) Identifying actual and potential problems associated with the Project and recommending sound engineering solutions.
- 3) Identifying common plant diseases and/or pests together with their respective eradication techniques, directing of plant adaptability requirements along with proper planting & pruning techniques, and avoiding potential problems associated with the Project by recommending sound engineering solutions.
- 4) Perform basic sampling of construction materials in the field per California Test Method 105 and 125 by both the prime and subconsultant personnel.
- 5) Maintaining awareness of safety and health requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions for the protection of the public and Project personnel.
- 6) Preparing complete and accurate daily reports, calculations, project records, payment quantity documents, reports, and correspondence related to Project activities.
- 7) Preparing construction sketches, drawings, and cross-sections, as necessary.
- 8) Assisting in the preparation of as-built plans.
- 9) Providing inspections for environmental compliance.
- 10) Maintaining awareness of water discharge requirements. Monitoring

Contractors' compliance with applicable regulations and construction contract provisions.

- 11) Monitoring Contractors' compliance with applicable regulations required by AQMD.
- 12) Other duties as may be required or reasonably requested.

## 6. Project Support

### a. Construction Surveys

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

#### 1) Construction Surveys

CONSULTANT shall assist the Resident Engineer in all phases of construction staking and calculations as needed.

- a) Survey calculations and adjustments shall be performed with established and computed coordinates based on the California Coordinate System.
- b) Cross-section data collection shall be performed by conventional and terrain line interpolation survey methods.
- c) Survey data will include topography, cross-section, and other survey data in computer formats compatible with the Caltrans computer survey and design systems.
- d) Prepare and maintain survey documents. Survey documents include survey field notes, maps, drawings, and other survey documents.
- e) Perform construction staking, including but not limited to:
  - i. Utility relocations
  - ii. Clearing limits
  - iii. Slope staking
  - iv. Storm drain, sanitary sewer, and irrigation systems
  - v. Drainage structures
  - vi. Curbs, gutters, and sidewalk
  - vii. Horizontal and vertical control for structures and portions of structures (bents, abutments, wingwalls, etc.)
  - viii. Rough grade

ix. **Finish grade**

- f) **Monitor for settlement, if required.**
- g) **Global Positioning Satellite (GPS) equipment shall be made available if required by SANBAG**

2) **Grid Grades**

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

3) **Open Ended Traverses and Profile Data Sheets**

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

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

4) **Three Line Profiles**

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

5) **Right of Way Lines**

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

- a) **Right of way monumentation shall be renewed and restored in accordance with Section 10.4 of the Caltrans "Survey Manual" and the State of California Land Surveyor's Act.**
- b) **Corner records and records of surveys shall be prepared and filed in accordance with the applicable standards and the State of California Land Surveyor's Act and the California Subdivision Map Act.**
- c) **Perpetuate existing monumentation, which includes restoring, renewing, referencing, and resetting existing boundary related monumentation. In addition, stake areas where construction disturbs the existing right of way, preparing and filing required maps and records.**

New right of way and easements will be established from plans, right of way maps, utility drawings, and Local Agency record information, and existing monumentation.

- a) **Right of Way Surveys, which includes research and preparation filing of required maps and records. In addition, locate and set monuments for right of way and easement lines, staking for right of way and easement fences.**
- b) **Final monumentation, which includes setting of centerline points of control upon completion of construction.**

**6) Special Design – Data Surveys**  
**Includes drainage, utility, and surveys required for special field studies.**

**7) Control Survey**

**Includes Project control surveys, aerial mapping control surveys, horizontal and vertical control surveys. In addition control surveys will include restoration, renewal, reference, relocation, and resetting of existing control monumentation. The CONSULTANT will be required to provide horizontal and vertical control at the end of each bridge.**

**8) Topographic Surveys**

**Topographic surveys will normally be compiled by ground survey methods only.**

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

**b. Materials Testing, Source Inspection and Geotechnical Services**

- 1) **CONSULTANT will provide experienced personnel, equipment, and facilities to perform various construction materials sampling and testing. Laboratory and field materials testing will be used to ensure that structure and roadway construction work conforms to California State Department of Transportation (Caltrans) standards, specifications, and special provisions for material quality and workmanship.**
- 2) **All field and laboratory testing is to be performed in accordance with California Test Methods.**
- 3) **CONSULTANT will be responsible for inspection of contaminated soil removal on various properties outside of state right of way as directed by SANBAG Project Manager.**
- 4) **CONSULTANT will be responsible for the accuracy and completeness of all test data compilation and results.**

**c. Public Outreach**

- 1) **General Public Outreach Plan**

- a) SANBAG's primary goal is to assure the public that SANBAG is a public agency that delivers quality transportation projects and trustworthy, accurate and timely public information.
- b) SANBAG will provide the primary outreach effort with supplemental support as requested from CONSULTANT. This will be a targeted approach with incremental outreach based on construction schedule and staging. The primary target audiences identified for this Project include, but are not limited to:
  - i. LOCAL AGENCY
  - ii. SANBAG Board
  - iii. LOCAL AGENCY and area Emergency Service Providers
  - iv. School Transportation Coordinator(s)
  - v. Local Business Community
    - i) Specific businesses with expanding priority based on proximity to work zone and detours
    - ii) Chamber of Commerce
  - vi. Commuters
  - vii. Recreational Travelers
  - viii. Trucking Industry
  - ix. Local media
    - i) Print
    - ii) Radio
    - iii) Television
- c) In the weeks prior to the selection of a construction contractor, SANBAG may coordinate an Emergency Responders Project Briefing to highlight the Project details and possible access challenges for consideration by the Project team.
- d) Following the emergency responders briefing, SANBAG may coordinate a Chamber of Commerce Project Briefing to highlight the Project benefits, possible construction schedule and traffic management plan.
- f) Just prior to the start of field construction activities, SANBAG and CONSULTANT (includes all PR subs) may coordinate a groundbreaking media event with the LOCAL AGENCY to ceremoniously open the Project. CONSULTANT will be called up on to develop (with input from SANBAG) and maintain a task list of deliverables for this event. CONSULTANT will acquire the necessary items authorized for the event. CONSULTANT will be responsible for set up and breakdown of the event site.
- g) Prior to construction beginning, SANBAG and CONSULTANT may coordinate a community meeting to share Project information, construction scheduling, detour information and expected challenges with the general public. CONSULTANT will be called up on to develop (with input from SANBAG) and maintain a task list of deliverables for this event. CONSULTANT will acquire the necessary items authorized for

the event. CONSULTANT will be responsible for set up and breakdown of the event site. Staffing this event will be determined based on availability.

- h) Near the completion of the construction Project, SANBAG and CONSULTANT will coordinate a ribbon-cutting media event. CONSULTANT will be called upon in a similar fashion to the groundbreaking event.
- i) At various stages throughout the Project, SANBAG will request support from CONSULTANT for the following items:
  - i. Establish and maintain stakeholder and/or 'interested parties' list(s) – used for sharing Project updates during Project construction. May need to be filtered to specific audiences (i.e. emergency responders, city government, etc.)
  - ii. Development of a Project fact sheet (include Project description, Project budget, Project schedule, SANBAG contact information, LOCAL AGENCY contact information, photos, logos, etc.)
  - iii. Weekly media advisories (use SANBAG template). CONSULTANT (or sub) will make weekly contact with Project team to establish what road or lane closures (and associated detours if applicable) will be taking place, develop the advisory, send to SANBAG Public Information Office for approval, submit to webmaster for posting, distribute to appropriate media and stakeholder list.
  - iv. Emergency notices – when needed.
  - v. Develop web content for project tab on SANBAG website. This page should include same elements of fact sheet with expanded detail when possible. If the information is dynamic, please provide updates to SANBAG Public Information Office for approval prior to submitting to webmaster.

- 2) All requests for speaking to government councils, boards, chambers of commerce or similar business or social groups shall be directed to the SANBAG Public Information Office before agreeing to appear.
- 3) All media inquiries shall be directed to the SANBAG Public Information Office.

d. **Permits**

CONSULTANT shall review the Project for permit compliance and coordinate with SANBAG and the design engineer to ensure that necessary permits are obtained. CONSULTANT shall assist SANBAG in the coordination, timely

processing and verification of approval for all permits. CONSULTANT shall maintain permits and permit documentation on site.

**7. Cost and Schedule**

**a. CONSULTANT shall monitor and track the following:**

- 1) Contract pay item quantities and payments
- 2) Contract change orders
- 3) Supplemental work items
- 4) Agency furnished materials
- 5) Contingency balance
- 6) Project budget

**b. CONSULTANT shall review and monitor Contractor's schedule and inform SANBAG of any significant changes or deviations in the schedule.**

**c. CONSULTANT shall provide and maintain a Project staffing plan of field office personnel based on the Contractor submitted baseline schedule update. In cooperation with SANBAG, the staffing plan shall be periodically updated to reflect Project progress and needs.**

**8. Contract Change Orders and Claims**

**a. CONSULTANT shall receive and evaluate requests for changes and/or substitutions by the Contractor. Contract Change Orders submitted to SANBAG shall be accompanied by CONSULTANT recommendations. Where applicable, CONSULTANT shall convey proposed changes to design engineer, or other Project consultants. If the requested changes are accepted, CONSULTANT shall negotiate and prepare appropriate Contract Change Orders.**

**b. CONSULTANT shall attempt to avoid unnecessary Contract Change Orders. When a Contract Change Order is necessary, CONSULTANT shall consult with SANBAG prior to its preparation. Unless directed otherwise by SANBAG, the preferred method of payment for Contract Change Orders should be as follows**

- 1) Agreed Price
- 2) Adjustment in compensation to a bid item
- 3) Time and materials or Force Account

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

**c. CONSULTANT shall attempt to identify all potential claims, track and monitor unresolved claims. The CONSULTANT shall implement appropriate claims avoidance processes where in the best interests of SANBAG as determined by SANBAG's Construction Manager.**

**d. CONSULTANT shall assist SANBAG, as requested, in the identification, resolution, and final disposition of claims filed by the Contractor or third parties against SANBAG or the Project.**

**9. Safety**

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

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

**10. Project Close Out**

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

**D. DELIVERABLES**

1. Inspector daily reports, extra work diaries and Resident Engineers' daily diaries.
2. Monthly Project Activity Summary Reports.
3. Monthly Contractor progress payments, back-up documentation, and Contractor payment records.

4. Contractor final payment documents, delivered to SANBAG no later than ten (10) working days after acceptance by SANBAG of the completed construction Project.
5. Project Completion Report documents per Local Assistance Procedure Manual and Caltrans Construction Manual.
6. All Project files, Project reports, correspondence, memoranda, shop drawings, Project logs, change order data, claims and claim reports, and Contractor payment records.
7. Certified payrolls and fringe benefit statements for all employees, CONSULTANT and Contractor, who are subject to the State and/or Federal prevailing wage rates.
8. All material test results will be provided in accordance with the applicable Standard Specifications and Special Provisions, and test methods. Failing tests will be immediately reported to the Resident Engineer or Structures Representative. All test results will be recorded on the appropriate forms. The test documents will be legible and show the identity of the tester where appropriate. A notebook containing all test results and reports will be maintained by CONSULTANT throughout the duration of the Project and delivered to SANBAG with the Project files.
9. Unless otherwise specified in the survey request, the deliverables shall conform to the following:
  - a. Survey points, lines, and monuments shall be established, marked, identified, and referenced as required by survey request and requirements herein.
  - b. Survey notes, drawings, calculations, and other survey documents and information shall be completed as required by the survey request and the requirements herein.
  - c. All original survey documents resulting from this contract, including original field notes, adjustment calculations, final results, and appropriate intermediate documents, shall be delivered to the Resident Engineer and shall become the property of SANBAG. A copy of all survey documents furnished by SANBAG shall be retained by CONSULTANT for future reference.

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

- d. Deliverables to the Resident Engineer shall follow the format specified below:
  - 1) Horizontal Control
  - 2) Alpha numeric hard copy point listing with adjusted California Coordinate System northing and eastings and the appropriate descriptions.
  - 3) Vertical Control
  - 4) Alpha numeric hard copy benchmark listing with adjusted elevations compatible with the design datum.
  - 5) Topography
  - 6) Alpha numeric hard copy listing, hard copy drawing, and computer aided drawing and design (CADD) digital drawing. The CADD drawing shall be compatible with the systems utilized by Caltrans.

e. Data collection method used to collect cross-section data and the coding (feature description) of terrain data for cross-sections shall conform to the survey request requirements. Deliverables shall depend on the data collection method as follows:

- 1) **Conventional Cross – Sections (each cross – section):**  
For each cross - section and alpha numeric listing, a hard copy drawing, and a computer formatted file compatible with the systems utilized by Caltrans.
- 2) **Terrain Line Interpolation Cross – Section Data (each terrain line interpolation survey):**  
Terrain line interpolation cross – sections shall include an alpha numeric listing, a hard copy plan view drawing of the terrain lines, and a computer input file. The computer input file shall be provided in a format compatible with the systems utilized by Caltrans.
- 3) **Data Collector Data**  
If specified in the survey request, the raw data from the data collector shall be provided in a format conforming to the survey request requirements.
- 4) **Other—As specified in the survey request.**

**E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT**

1. CONSULTANT shall provide all necessary equipment including software, materials, supplies, miscellaneous tools, phones, vehicles, and safety equipment required for its personnel to perform the services accurately, efficiently, and safely. The above noted items are not to be included in Attachment B of Consultants Cost Proposal and are part of the consultants overhead. Only those items authorized by SANBAG in Attachment B, CONSULTANT Cost Proposal, shall be reimbursed by SANBAG.
2. CONSULTANT personnel shall be provided with vehicles suitable for the location and nature of the work involved. Vehicles shall be equipped with flashing yellow lights, either permanently or temporarily affixed.
3. CONSULTANT personnel shall be provided with a mobile radio, cellular phone, or other means to assure full-time communication. If a radio system is to be used, CONSULTANT shall provide a base station at the field office.
4. CONSULTANT personnel shall be provided with all applicable standard plans, specifications, and other standards as appropriate (see item G below).
5. For Materials Testing, CONSULTANT and its staff will be fully equipped at all times to perform the services required, including but not limited to the following:
  - a. An on-site mobile laboratory or laboratory in close proximity to the Project will be required. The type and location of the lab should be such that it can meet the needs of the Project in an efficient, time effective manner. The laboratory is to

- be fully staffed, equipped, and supplied to conduct all required soils, materials, and concrete breaking tests in a timely manner.
- b. Field personnel will be provided with all necessary safety equipment to permit work to be performed safely and efficiently within operating highway and construction zone environments.
  - c. All equipment to be calibrated as per Section 3-10 and 3-11 of Caltrans' Quality Assurance Program Manual.
6. For construction surveying, CONSULTANT and staff shall have adequate equipment and supplies to complete the required survey work. Equipment and supplies shall, include, but not be limited to:
- a. **Survey vehicles:**  
Survey vehicles will be suitable to perform the required work in varying terrain and conditions encountered on the Project. Vehicles shall be fully equipped with all necessary tools, instruments, supplies, and safety equipment required to perform the work accurately, efficiently, and safely. Vehicles shall be equipped with a flashing yellow beacon light.
  - b. **Data Processing Systems:**  
Data processing systems shall include hardware and software to:
    - 1) Performing survey and staking calculations from the design plans and specifications;
    - 2) Reduce survey data collected with conventional and total station survey systems;
    - 3) Perform network adjustments for horizontal and vertical control surveys;
    - 4) Format survey data to be compatible with the Caltrans computer survey and data system.
  - c. Drafting equipment and supplies.
  - d. Digital calculators.
  - e. Hand tools as appropriate for the requested survey work.
  - f. Traffic cones (minimum 25). Traffic cones shall be 28 inches in height (minimum).
  - g. Traffic control devices as required to perform the requested survey work. Traffic control devices include signs, sign bases, flags, and hand held signs.
  - h. **Leveling instruments and equipment:**
    - 1) Self-leveling level. Precision: standard deviation in one mile of double run leveling 0.005 feet or less.
    - 2) Suitable level rods for the work to be performed.
  - i. **Distance measuring instruments and equipment:**
    - 1) Electronic distance measurer (EDM). Precision: standard deviation 3 mm plus 3 PPM, or less; Range: Minimum one mile under average atmospheric conditions.
    - 2) Prisms, sufficient to perform the required work.

- 3) Tapes; steel, cloth.
- j. Angle measuring instruments and equipment:
  - 1) Theodolite for non-control surveys; Precision: direct circle reading to three seconds, or equivalent, horizontal and vertical.
  - 2) Targets as required to perform the work.
- k. When required for efficient survey operations, total station survey systems consisting of an electronic angle measuring instrument, EDM, and electronic data collector shall be provided. The angle measuring instruments and EDM shall conform to the requirements for the equipment previously listed.
- l. Radio or cellular communications equipment for communication between field office and field crews.
- m. Caltrans manuals, standards, forms, and other policies and procedures to be followed to perform the required work.

**F. MATERIALS TO BE FURNISHED BY SANBAG**

- 1. SANBAG will provide three (3) copies of all Project construction documents including plans, and special provisions, and one (1) copy of all other reports, designer prepared resident engineer files, and contracts. In addition, SANBAG will provide one (1) full size (24" x 36") sets of plans for use in the construction field office as record documents.
- 2. SANBAG will provide copies of all previously secured permits and Project authorizations.
- 3. Appropriate forms for recording test data in accordance with Caltrans practices and procedures outlined in the "Manual of Test".

**G. STANDARDS**

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

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

8. Survey Manual

9. District 8 Standard Staking Procedures Manual

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

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

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

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

The Resident Engineer and SANBAG will decide all questions, which may arise as to the quality or acceptability of deliverables furnished and work performed for this contract. Any CONSULTANT employee who does not perform adequately will be replaced if directed by the SANBAG Construction Manager.

H. AVAILABILITY AND WORK HOURS

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

Unless otherwise directed by SANBAG, the normal work week will consist of 40 hours. From time to time, overtime may be required. However, overtime will be worked only when approved in writing by SANBAG.

I. LIMITATIONS TO AUTHORITY

CONSULTANT does not have the authority to:

1. Authorize deviations from the contract documents.
2. Approve substitute materials or equipment; except as authorized in writing by SANBAG.
3. Conduct or participate in tests or third party inspections; except as authorized in writing by SANBAG.
4. Assume any of the responsibilities of the Contractors, Contractors' Superintendent, or subcontractors.
5. Exercise control over or be responsible for construction means, methods, techniques,

sequences, procedures, or safety precautions.

6. Communicate directly with subcontractors or material suppliers without the prior consent of the Contractor.
7. Verbally authorize or approve change orders or extra work for the Project.
8. Offer or receive incentives, inducements, or other forms of enumeration to or from the Contractor to perform services or work outside the terms of any executed contracts for this Project.

**J. THIRD PARTY RELATIONSHIPS**

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

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

**K. CONSTRUCTION SITE SAFETY**

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

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

**L. BASIS FOR SURVEY AND MONUMENT STAKING**

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

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

**M. PERSONNEL QUALIFICATIONS AND RESPONSIBILITIES**

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

**1. Project Manager**

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

**2. Resident Engineer**

- a. A minimum of eight (8) years' resident engineer experience on similar construction projects is desired.
- b. Licensed Professional Civil Engineer in the State of California.
- c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
- d. Accessible to SANBAG at all times including weekends and holidays.
- e. Certified as a Qualified SWPPP Developer or Practitioner is desired.
- f. A thorough understanding of Caltrans field methods, practices, and construction office procedures. The Resident Engineer will assume the following functional responsibilities:
  - 1) Monitor and provide daily direction to CONSULTANT Resident Engineers and inspection personnel.
  - 2) Assign field personnel to specific project tasks.
  - 3) Monitor and track Contractor progress.
  - 4) Prepare daily, weekly and monthly reports as required.

- 5) Coordinate utility relocations with appropriate agencies and the utility inspector.
- 6) Act as prime field contact between various project Contractors and SANBAG's Construction Manager.

3. Assistant Resident Engineer

- a. A minimum of four (4) years' experience on similar construction projects is desired.
- b. Licensed Professional Civil Engineer in the State of California.
- c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
- d. Accessible to SANBAG at all times including weekends and holidays.
- e. Certified as a Qualified SWPPP Developer or Practitioner is desired.
- f. Thorough understanding of Caltrans field methods, practices, and construction office procedures. The Assistant Resident Engineer shall act under the direction of the Resident Engineer and will assume the following functional responsibilities:
  - 1) Monitor and provide daily direction to CONSULTANT inspection personnel.
  - 2) Assign field personnel to specific project tasks.
  - 3) Monitor and track Contractor progress.
  - 4) Prepare daily, weekly and monthly reports as required.
  - 5) Coordinate utility relocations with appropriate agencies.

4. Lead Field Inspector

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

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

5. Field Inspector

- a. Two (2) years' construction inspection experience in public works or similar projects or a four-year degree in the field of civil transportation engineering is desired.
- b. Knowledge of construction practices, physical characteristics and properties of construction materials, and approved methods and equipment used in making physical tests of construction materials.
- c. Ability to work independently. Ability to make minor decisions concerning construction work in progress and to solve field and office problems.
- d. Ability to use an automatic level and transit for the purpose of verifying line and grade.
- e. Certified as a Qualified SWPPP Developer or Practitioner is desired.
- f. Understanding of Caltrans construction methods and practices. The Field Inspector will assume the following functional responsibilities:
  - 1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of project construction.
  - 2) Assist in preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
  - 3) Coordinate field testing of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.
  - 4) Perform quantity calculations for progress pay estimates and maintain Project records.
  - 5) Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.
  - 6) Provide input for the redesign of facilities to fit existing field conditions.
  - 7) Perform construction materials sampling.
  - 8) Perform labor compliance interviews of the Contractors' personnel.

6. Structural Representative or Lead Structural Inspector

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

7. Structural Inspector

- a. A minimum of two (2) years' of bridge design or structural construction inspection as related to Caltrans or major public works projects or a four-year degree in civil or structural engineering is desired.
- b. Knowledge of stress analysis, structural mechanics, and strength of materials.

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

**8. Office Engineer**

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

equipment records, correspondence, memoranda, meeting minutes, claims, personnel records, labor compliance reports, and daily, weekly, and monthly reports.

- 5) Perform routine calculations and checking of quantities.
- 6) Coordinate all office activities and functions with SANBAG representatives.

9. Materials Testing/Source Inspection Project Manager

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

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

10. Materials Technicians

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

- a. Have the ability to establish specific locations for appropriate tests when

construction contract administration personnel are not available.

- b. **Be familiar with construction practices and be fully aware of construction activities at the Project site.**
- c. **Have knowledge of and comply with safety and health regulations and requirements applicable to the Project.**
- d. **Specific qualifications for technicians are as follows:**

1) **CONSTRUCTION TECHNICIAN I**

a) **Performs a variety of semi-skilled activities. Examples of duties assigned to this classification are:**

- i. **Conducting quality control tests such as soil densities, sieve analysis tests, operation scales and inspecting spread operations.**
- ii. **Sampling and transporting produced construction materials from point of application or production to testing laboratory.**

b) **Knowledge and Skills Required**

- i. **Knowledge of tools, equipment and vehicles utilized in construction.**
- ii. **Knowledge of standard equipment and materials used for the sampling and testing of construction material.**
- iii. **Knowledge of basic mathematics used in the computation of a variety of construction items.**
- iv. **Knowledge of record keeping, preparing of documents and reports.**

2) **CONSTRUCTION TECHNICIAN II**

a) **Performs a variety of skilled activities. Examples of duties assigned to this classification are:**

- i. **Inspecting minor construction items, sampling and inspection of steel reinforcement, sampling and inspection of concrete placing operation.**
- ii. **Collect and analyze soil samples of construction materials to determine compaction and moisture content.**
- iii. **Inspection and sampling of all phases of asphalt concrete and PCC paving operation, including plant inspection.**
- iv. **Confers with construction engineers and contractors regarding construction in progress and is conformance to specifications and construction plans.**
- v. **Answers questions and resolves problems.**
- vi. **Inspects construction in progress to ensure conformance with specification, agreements, and established**

- requirements.
- vii. Keeps daily diary of work progress.
- viii. Prepares reports on all field inspections and submits project quantities on a daily basis.
- ix. Keeps accurate documentation for force accounts and possible claims.

**b) Knowledge and Skills Required**

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

**3) CONSTRUCTION TECHNICIAN III**

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

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

**b) Knowledge and Skills Required**

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

- iv. Skill in interpreting and implementing Caltrans standards, policies, procedures and regulations.
- v. Skill in interpersonal relations, as applied to contacts with contractors, representatives of other governmental jurisdictions, and other SANBAG/Caltrans staff.

11. Construction Surveying Project Manager

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

12. Field Party Chief(s)

- a. The person(s) holding the position of Party Chief shall meet at least one of the following licensing requirements:
  - 1) A licensed Land Surveyor in the State of California.
  - 2) A pre-January 1, 1982, Registered Professional Civil Engineer in the State of California.
  - 3) An experienced surveyor who serves as chief under the direction or supervision of a person who is a licensed Land Surveyor or pre-January 1, 1982 Registered Professional Civil Engineer in the State of California. The direction or supervision shall place the supervisor in "responsible charge" of the work. "Responsible Charge" is defined in Chapter 15 of the Business and Professions Code (the Land Surveyor's Act) and Title 16, Chapter 5, of the California Administrative Code (regulations adopted by the Board of Registration for Professional Engineers and Land Surveyors).
- b. The Party Chief(s) should have a minimum two (2) years' survey experience on similar construction projects and possess the following additional capabilities:
  - 1) Thorough knowledge of construction survey practices and the ability to read and interpret plans and specifications.
  - 2) Ability to make effective decisions concerning field problems and work in progress.
  - 3) Familiarity with typical coordinate geometry computer programs.
  - 4) Familiarity with safety requirements for surveying near traffic.

- c. **The Party Chief(s) will assume the following responsibilities:**
  - 1) **Perform construction staking services for Project construction.**
  - 2) **Administer day to day activities for the survey party.**
  - 3) **Perform analytical survey calculations for items such as grading, horizontal and vertical control, right of way, and minor in-field design.**
  - 4) **Maintain continuous communication with the Resident Engineer, field personnel, and construction administration staff.**

13. **Survey Crews**

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

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### ATTACHMENT "B"

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## ATTACHMENT 'B'

SIMON WONG ENGINEERING

### San Bernardino Associated Governments (SANBAG)

Interstate 10 /Tippecanoe Avenue Interchange Widening / improvement Project Phase 2  
Construction Management, Construction Surveying, Materials Testing and Public Outreach

July 30, 2013

#### I. DIRECT LABOR COSTS

Staff Classification	Initial Direct Hourly Rate	Hours	Total
Project Manager	\$80.15	64	\$5,769.60
Resident Engineer	\$77.11	2,788	\$214,828.48
Civil Inspector	\$50.12	2,240	\$112,268.80
OE/Project Controls	\$40.00	2,440	\$97,600.00
Scheduler	\$54.94	144	\$7,911.36
Landscape Inspector	\$57.25	388	\$22,213.00
SWPPP Coordinator	\$50.62	210	\$10,630.20
Public Outreach Coordinator	\$66.68	73	\$4,887.64
Outreach Liaison	\$33.70	198	\$6,605.20
Outreach Assistant	\$17.34	107	\$1,855.38
Const. Technical Advisor	\$75.18	40	\$3,007.20
Overtime Pool	\$75.00	100	\$7,500.00

Subtotal Hours & Direct Labor Costs	8,788		<b>\$495,056.84</b>
Anticipated Salary Increases			<b>\$19,514.44</b>
<b>Total Direct Labor Costs</b>			<b>\$514,571.28</b>

(1)

#### II. INDIRECT COSTS

INDIRECT RATE 140.93 % x \$ 514,571.28 = Subtotal \$728,186.30 (2)  
Subtotal (1)

#### III. FEE (PROFIT)

9 % x \$ 1,239,756.58 = Subtotal \$111,578.09 (3)  
Total (1) + (2)

#### IV. OTHER DIRECT COSTS

Item	Amount
Field Vehicle Truck/ Month	\$0.00
Public Outreach Direct Costs	\$13,618.55
Field Office	\$0.00

Subtotal \$ \$13,618.55 (4)

#### V. SUBCONSULTANTS COST

Mendoza & Associates	\$441,525.58
Dynamic Engineering Services	\$118,271.88
Kleinfelder	\$243,602.98
Leighton	\$110,898.34
Towill	\$195,747.77

Subtotal \$ \$1,110,046.53 (5)

#### VI. TOTAL AMOUNT

\$2,475,000 (Total 1-5)



**ATTACHMENT 'B'**

Mendoza & Associates

<b>San Bernardino Associated Governments (SANBAG)</b>			
Interstate 10 / Tippecanoe Avenue Interchange Widening / Improvement Project Phase 2			
Construction Management Services			
			July 30, 2013
<b>I. DIRECT LABOR COSTS</b>			
<b>Staff Classification</b>	<b>Initial Direct Hourly Rate</b>	<b>Hours</b>	<b>Total</b>
Structures Rep	\$83.00	1,460	\$93,240.00
Structures Inspector	\$56.63	1,440	\$81,547.20
<b>Subtotal Hours &amp; Direct Labor Costs</b>		2,920	<b>\$174,787.20</b>
<b>Anticipated Salary Increases</b>			<b>\$5,243.82</b>
<b>Total Direct Labor Costs</b>			<b>\$180,030.82</b> (1)
<b>II. INDIRECT COSTS</b>			
<b>INDIRECT RATE</b>	125.00 % x	\$ 180,030.82	= Subtotal <b>\$225,038.52</b> (2)
		Subtotal (1)	
<b>III. FEE (PROFIT)</b>			
	9 % x	\$ 405,069.34	= Subtotal <b>\$36,456.24</b> (3)
		Total (1) + (2)	
<b>IV. OTHER DIRECT COSTS</b>			
<b>Item</b>	<b>Amount</b>		
None	\$0.00		
	<b>Subtotal \$</b>	<b>\$0.00</b> (4)	
<b>VI. TOTAL AMOUNT</b>			<b>\$441,526</b> (Total 1-5)



**ATTACHMENT 'B'**

Dynamic Engineering Services, Inc.

<b>San Bernardino Associated Governments (SANBAG)</b>			
Interstate 10 / Tippecanoe Avenue Interchange Widening / Improvement Project Phase 2			
Construction Management Services			
			July 30, 2013
<b>I. DIRECT LABOR COSTS</b>			
<b>Staff Classification</b>	<b>Initial Direct Hourly Rate</b>	<b>Hours</b>	<b>Total</b>
Electrical Inspector	\$58.00	460	\$28,680.00
Labor Compliance Officer	\$55.00	288	\$15,840.00
<b>Subtotal Hours &amp; Direct Labor Costs</b>		748	<u>\$42,520.00</u>
<b>Anticipated Salary Increases</b>			<u>\$1,588.28</u>
<b>Total Direct Labor Costs</b>			<u>\$44,108.28</u> (1)
<b>II. INDIRECT COSTS</b>			
<b>INDIRECT RATE</b>	148.00 % x	\$ 44,108.28	= Subtotal <u>\$64,398.06</u> (2)
		Subtotal (1)	
<b>III. FEE (PROFIT)</b>			
	9 % x	\$ 108,506.32	= Subtotal <u>\$9,765.57</u> (3)
		Total (1) + (2)	
<b>IV. OTHER DIRECT COSTS</b>			
<b>Item</b>	<b>Amount</b>		
	\$0.00		
	<b>Subtotal \$</b>	<u>\$0.00</u> (4)	
<b>VI. TOTAL AMOUNT</b>			<u>\$118,272</u> (Total 1-5)

Dynamic Engineering Services, Inc.

**LABOR & OTHER DIRECT COST (ODC) SUMMARY**  
**Interstate 10 / Tippecanoe Avenue Interchange Widening / Improvement Project Phase 2**  
**Construction Management Services**

July 30, 2013

STAFF CLASSIFICATION	STAFF NAME	RANGE OF DIRECT HOURLY RATES		TOTAL HOURS	INITIAL DIRECT HOURLY RATE	SUB-TOTAL DIRECT LABOR COST	ANTICIPATED SALARY INCREASES	TOTAL DIRECT LABOR COST	TOTAL INDIRECT COST	FEE (PROFIT)	TOTAL LABOR COST	FULLY LOADED HOURLY RATE
		LOW	HIGH									
Electrical Inspector		\$58.00	\$61.53	460	\$58.00	\$26,680.00	\$996.58	\$27,676.58	\$40,407.81	\$8,127.60	\$74,211.99	\$161.33
Labor Compliance Officer		\$56.00	\$56.35	288	\$55.00	\$15,840.00	\$591.67	\$16,431.67	\$23,990.25	\$3,637.97	\$44,059.89	\$152.99
<b>TOTAL =</b>				<b>748</b>		<b>\$42,520.00</b>	<b>\$1,588.25</b>	<b>\$44,108.26</b>	<b>\$64,398.06</b>	<b>\$9,765.57</b>	<b>\$118,271.88</b>	

INDIRECT COST	
Overhead	136.00%
General & Admin	10.00%
<b>Total</b>	<b>146.00%</b>

FEE (PROFIT)	2.00%
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OTHER DIRECT COSTS (ODC's)	Price Per Unit	Unit	Quantity	Total	WBS
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
<b>TOTAL OTHER DIRECT COSTS</b>				<b>\$0.00</b>	

Escalation Per Year = 3.00%			
Year	# of Months	Esc.	Value
2013	0.00	1.000	0.000
2014	3.56	1.030	3.669
2015	1.11	1.061	1.180
		1.093	0.000
		1.126	0.000
		1.159	0.000
<b>TOTAL</b>		<b>4.68</b>	<b>4.850</b>
<b>Escalation Factor for Contract</b>			<b>1.037</b>

# of Months was calculated by dividing the total yearly staffing hrs by 180

<b>TOTAL COSTS</b>	<b>\$118,271.88</b>
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## ATTACHMENT 'B'

Kleinfelder West

### San Bernardino Associated Governments (SANBAG)

Interstate 10 / Tippecanoe Avenue Interchange Widening / Improvement Project Phase 2  
Material Testing Technician

July 30, 2013

#### I. DIRECT LABOR COSTS

Staff Classification	Initial Direct Hourly Rate	Hours	Total
Project Engineer	\$54.38	144	\$7,830.72
Clerical/Admin Assistant	\$25.00	48	\$1,200.00
Materials Tester	\$52.70	275	\$14,482.50
Materials Tester	\$45.84	275	\$12,808.00
Materials Tester	\$50.37	275	\$13,851.75
<b>Subtotal Hours &amp; Direct Labor Costs</b>		<b>1,017</b>	<b>\$49,980.97</b>
<b>Anticipated Salary Increases</b>			<b>\$1,743.28</b>
<b>Total Direct Labor Costs</b>			<b>\$51,724.25</b> (1)

#### II. INDIRECT COSTS

INDIRECT RATE 170.00 % x \$ 51,724.25 = Subtotal \$87,931.23 (2)  
Subtotal (1)

#### III. FEE (PROFIT)

9 % x \$ 139,655.48 = Subtotal \$12,569.99 (3)  
Total (1) + (2)

#### IV. OTHER DIRECT COSTS

Item	Amount
Vehicle Mileage	\$9,148.48
CTM 105/202 Sieve Analysis, Coarse and Fine	\$7,850.00
CTM 105/202F Sieve Analysis, Fine	\$3,800.00
CTM 105/202C Sieve Analysis, Coarse	\$4,500.00
CTM 205 Aggregate (AG) Fract. Faces/Size	\$100.00
CTM 211 AG Los Angeles Abrasion, Small AG	\$175.00
CTM 216 Relative Compaction Soils and AG (Wet)	\$14,815.00
CTM 217 AG Sand Equivalent, 3 Pt.	\$10,140.00
CTM 223 Water Content	\$525.00
CTM 227AG Cleanliness Value	\$2,100.00
CTM 301 Resistance R-Value of Soil/Base	\$6,000.00
CTM 304/368 AC HVEEM Stability	\$4,225.00
CTM 308 AC Core Wt./Thick. (Bulk Sp. Gravity)	\$500.00
CTM 309 AC Max. Theo. Sp. Gravity and Density	\$2,030.00
CTM 370 AC Moisture Content	\$350.00
CTM 371 AC Resist. Moisture Induced Damage	\$5,800.00
CTM 382 AC Asphalt Content by Ignition Oven	\$1,820.00
CTM 523 Conc. Flex. Strength	\$1,400.00
CTM 540 Conc. Compressive Test Specimens	\$800.00
CORES	\$8,300.00
Other Tests Per Attached Published Rate Sheet	\$10,000.00
<b>Subtotal \$</b>	<b>\$91,378.48</b> (4)

#### VI. TOTAL AMOUNT

\$243,603 (Total 1-5)

Kleinfelder West

**LABOR & OTHER DIRECT COST (ODC) SUMMARY**  
 Interstate 10 / Tippecanoe Avenue Interchange Widening / Improvement Project Phase 2  
 Material Testing Technician

STAFF CLASSIFICATION	STAFF NAME	RANGE OF DIRECT HOURLY RATES		TOTAL HOURS	INITIAL DIRECT HOURLY RATE	SUB-TOTAL DIRECT LABOR COST	ANTICIPATED SALARY INCREASES	TOTAL DIRECT LABOR COST	TOTAL INDIRECT COST	FEE (PROFIT)	TOTAL LABOR COST	FULLY LOADED HOURLY RATE
		LOW	HIGH									
Project Engineer		\$54.38	\$87.89	144	\$54.38	\$7,830.72	\$270.73	\$8,101.45	\$13,776.34	\$1,989.23	\$10,090.68	\$165.02
Chemical/Admin Assistant		\$25.00	\$28.52	48	\$25.00	\$1,200.00	\$41.65	\$1,241.65	\$2,111.15	\$301.77	\$1,539.88	\$78.14
Materials Tester		\$62.70	\$55.91	275	\$62.70	\$14,482.50	\$508.48	\$14,990.98	\$25,688.87	\$3,644.51	\$18,636.47	\$180.51
Materials Tester		\$48.84	\$48.85	275	\$48.84	\$12,008.00	\$428.08	\$12,436.08	\$22,177.05	\$3,170.10	\$15,605.95	\$138.61
Materials Tester		\$50.37	\$53.44	275	\$50.37	\$13,851.75	\$483.13	\$14,334.88	\$24,282.20	\$3,483.58	\$17,851.30	\$153.41
				<b>TOTAL =</b>	<b>1,017</b>	<b>\$49,880.97</b>	<b>\$1,743.38</b>	<b>\$51,624.35</b>	<b>\$87,811.23</b>	<b>\$12,868.99</b>	<b>\$162,224.48</b>	

FEE (PROFIT) 9.00%

INDIRECT COST	
Overhead	
General & Admin	
<b>Total</b>	<b>176.00%</b>

OTHER DIRECT COSTS (ODC's)	Price Per Unit	Unit	Quantity	Total	WBS
Vehicle Mileage	\$0.665	mile	16,192.0	\$10,646.48	
CTM 105/20Z Slave Analysis, Convex and Fine	\$150.00	EACH	91.00	\$13,500.00	
CTM 105/20Z Slave Analysis, Fine	\$120.00	EACH	36.0	\$4,320.00	
CTM 105/20C Slave Analysis, Coarse	\$100.00	EACH	48.0	\$4,800.00	
CTM 205 Aggregate (AG) Fract. Factors	\$100.00	EACH	1.0	\$100.00	
CTM 211 AG Low Angular Abrasion, Small AG	\$175.00	EACH	1.0	\$175.00	
CTM 218 Relative Compaction, Soils and AG (Weg)	\$98.00	EACH	78.0	\$7,644.00	
CTM 217 AG Sand Equivalent, 3 PI	\$130.00	EACH	78.0	\$10,140.00	
CTM 223 Water Content	\$26.00	EACH	21.0	\$546.00	
CTM 227 AG Cleaness Value	\$150.00	EACH	14.0	\$2,100.00	
CTM 301 Resistance R-Value of Soil/Bases	\$300.00	EACH	20.0	\$6,000.00	
CTM 304/309 AC HVEM Stability	\$325.00	EACH	13.0	\$4,225.00	
CTM 308 AC Core W/Track (Bulk Sp. Gravity)	\$50.00	EACH	10.0	\$500.00	
CTM 309 AC Max. Theo. Sp. Gravity and Density	\$148.00	EACH	14.0	\$2,072.00	
CTM 370 AC Moisture Content	\$50.00	EACH	7.0	\$350.00	
CTM 371 AC Resist. Moisture Included Damage	\$1,400.00	EACH	4.0	\$5,600.00	
CTM 382 AC Asphalt Content by Ignition Oven	\$140.00	EACH	13.0	\$1,820.00	
CTM 503 Conc. Flex. Strength	\$100.00	EACH	14.0	\$1,400.00	
CTM 5-60 Conc. Compressive Test Specimens	\$30.00	EACH	20.0	\$600.00	
CORES	\$900.00	DAY	7.0	\$6,300.00	
Other Tests Per Attached Published Rate Sheet	\$10,000.00	LS	1.0	\$10,000.00	
<b>TOTAL OTHER DIRECT COSTS</b>				<b>\$91,378.48</b>	

Year	Escalation Per Year = 3.00%	
	# of Months*	Value
2013	0.00	1,000
2014	4.00	1,030
2015	0.75	1,081
		1,083
		1,128
		1,159
<b>TOTAL</b>	<b>4.75</b>	<b>4,916</b>

\*# of Months was calculated by dividing the total yearly staffing hrs by 160

**TOTAL COSTS** **\$243,602.96**

## ATTACHMENT 'B'

Leighton Consulting Group

### San Bernardino Associated Governments (SANBAG)

Interstate 10/ Tippecanoe Avenue Interchange Widening / Improvement Project Phase 2

Source Inspection

July 30, 2013

#### I. DIRECT LABOR COSTS

Staff Classification	Initial Direct Hourly Rate	Hours	Total
Project Principal	\$77.44	4	\$309.76
Project Manager	\$51.44	240	\$12,345.60
Material Testing Manager	\$43.27	20	\$865.40
Word Processor	\$20.25	20	\$405.00
Project Administrator	\$18.70	20	\$374.00
Source Inspector	\$23.65	160	\$3,816.00
Source Inspector	\$29.48	160	\$4,716.80
<b>Subtotal Hours &amp; Direct Labor Costs</b>		<b>824</b>	<b>\$22,832.56</b>
			<b>Anticipated Salary Increases</b>
			<b>\$802.58</b>
			<b>Total Direct Labor Costs</b>
			<b>\$23,635.12</b> (1)

#### II. INDIRECT COSTS

INDIRECT RATE 170.00 % x \$ 23,635.12 = Subtotal \$40,179.71 (2)  
Subtotal (1)

#### III. FEE (PROFIT)

9 % x \$ 63,814.84 = Subtotal \$5,743.34 (3)  
Total (1) + (2)

#### IV. OTHER DIRECT COSTS

Item	Amount
Car Mileage	\$1,140.17
Mail/ Courier	\$200.00
Aggregate Quality/Durability for Base, HMA and JPCP	\$2,000.00
Concrete Masonry Units (CMU, one supplier)	\$2,500.00
Structural Nuts and Bolts (Signs, etc.)	\$2,500.00
Rebar Couplers (Bridge, one supplier)	\$2,000.00
Prestressing Components (Bridge, one supplier)	\$2,000.00
Headed Rebar (Bridge, one supplier)	\$3,000.00
Bridge Elastomeric Bearing Pads (one supplier)	\$3,000.00
Joint Seal Material	\$2,500.00
Electrical and Electronic Items	\$7,000.00
Striping Paint, Thermoplastic and Glass Beads	\$3,500.00
Other Tests Per Attached Published Rate Sheet	\$10,000.00
<b>Subtotal \$</b>	<b>\$41,340.17</b> (4)

#### VI. TOTAL AMOUNT

\$110,898 (Total 1-5)

Leighon Consulting Group

**LABOR & OTHER DIRECT COST (ODC) SUMMARY**  
 Interstate 16/ Tippecanoe Avenue Interchange Widening / Improvement Project Phase 2  
 Source Inspection

July 30, 2013

STAFF CLASSIFICATION	STAFF NAME	RANGE OF DIRECT HOURLY RATES		TOTAL HOURS	INITIAL DIRECT HOURLY RATE	SUB-TOTAL DIRECT LABOR COST	ANTICIPATED SALARY INCREASES	TOTAL DIRECT LABOR COST	TOTAL INDIRECT COST	FEE (PROFIT)	TOTAL LABOR COST	FULLY LOADED HOURLY RATE
		LOW	HIGH									
Project Principal		\$77.44	\$82.16	4	\$77.44	\$308.76	\$10.89	\$320.65	\$545.10	\$77.92	\$943.67	\$235.02
Project Manager		\$31.44	\$84.57	240	\$31.44	\$12,345.60	\$433.95	\$12,779.55	\$21,725.23	\$3,105.43	\$37,810.21	\$156.71
Material Testing Manager		\$43.27	\$45.91	20	\$43.27	\$865.40	\$30.42	\$895.82	\$1,522.89	\$217.86	\$2,636.39	\$131.62
Word Processor		\$20.25	\$21.48	20	\$20.25	\$405.00	\$14.24	\$419.24	\$712.70	\$101.67	\$1,233.61	\$61.69
Project Administrator		\$18.70	\$19.84	20	\$18.70	\$374.00	\$13.15	\$387.15	\$656.15	\$94.08	\$1,139.37	\$56.97
Source Inspector		\$23.85	\$25.30	180	\$23.85	\$7,893.00	\$134.13	\$8,027.13	\$6,715.23	\$959.88	\$11,625.24	\$72.95
Source Inspector		\$28.48	\$31.25	150	\$28.48	\$4,272.00	\$165.80	\$4,437.80	\$8,300.41	\$1,189.47	\$14,369.48	\$95.81
				<b>TOTAL =</b>	<b>634</b>			<b>\$22,832.66</b>	<b>\$802.56</b>	<b>\$23,635.12</b>	<b>\$40,179.71</b>	<b>\$63,858.17</b>

INDIRECT COST	
Overhead	51.00%
General & Admin	119.00%
<b>Total</b>	<b>170.00%</b>

<b>FEE (PROFIT)</b>	<b>0.00%</b>
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OTHER DIRECT COSTS (ODC's)	Price Per Unit	Unit	Quantity	Total	WBS
Car Mileage	\$0.57	Mile	2018.0	\$1,140.17	
Photocopies (Black & White)	\$0.10	EA	0.0	\$0.00	
Photocopies (Color)	\$0.25	EA	0.0	\$0.00	
Mail Courier	\$20.00	EA	10.0	\$200.00	
Aggregate Quality/Durability for Base, HMA and JPCP	\$2,000.00	LS	1.0	\$2,000.00	
Concrete Masonry Units (CMU, one supplier)	\$2,500.00	LS	1.0	\$2,500.00	
Structural Nuts and Bolts (Signs, etc.)	\$2,500.00	LS	1.0	\$2,500.00	
Rebar Couplers (Bridge, one supplier)	\$2,000.00	LS	1.0	\$2,000.00	
Prestresser Components (Bridge, one supplier)	\$2,000.00	LS	1.0	\$2,000.00	
Headed Rebar (Bridge, one supplier)	\$3,000.00	LS	1.0	\$3,000.00	
Bridge Elastomeric Bearing Pads (one supplier)	\$3,000.00	LS	1.0	\$3,000.00	
Joint Seal Material	\$2,500.00	LS	1.0	\$2,500.00	
Electrical and Electronic Items	\$7,000.00	LS	1.0	\$7,000.00	
Striping Paint, Thermoplastic and Glass Beads	\$3,500.00	LS	1.0	\$3,500.00	
Other Tests Per Attached Published Rate Sheet	\$10,000.00	LS	1.0	\$10,000.00	
<b>TOTAL OTHER DIRECT COSTS</b>				<b>\$41,340.17</b>	

Testing costs will be finalized upon completion of SQMP.

Escalation Per Year = 3.00%			
Year	# of Months*	Esc.	Value
2013	0.00	1.000	0.000
2014	3.25	1.030	3.348
2015	0.65	1.061	0.690
		1.093	0.000
		1.126	0.000
		1.159	0.000
<b>TOTAL</b>	<b>3.90</b>		<b>4.037</b>
<b>Escalation Factor for Contract</b>			<b>1.038</b>

\*# of Months was calculated by dividing the total yearly staffing hrs by 160

<b>TOTAL COSTS</b>	<b>\$110,898.34</b>
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**ATTACHMENT 'B'**

Towill, Inc.

**San Bernardino Associated Governments (SANBAG)**

**Interstate 10/ Tippecanoe Avenue Interchange Widening / Improvement Project Phase 2  
Construction Management Services**

July 30, 2013

**I. DIRECT LABOR COSTS**

Staff Classification	Initial Direct Hourly Rate	Hours	Total
Survey Task Manager	\$72.00	34	\$2,448.00
PLS Party Chief	\$48.88	0	\$0.00
PLS Party Chief	\$48.88	690	\$32,333.40
Party Chief	\$42.21	0	\$0.00
Instrument Person	\$39.71	690	\$27,399.90
Chain Person	\$39.13	0	\$0.00
Apprentice A-G	\$27.00	0	\$0.00
PLS Surveyor	\$56.00	0	\$0.00
Project Surveyor	\$48.00	40	\$1,920.00

Subtotal Hours & Direct Labor Costs	1,454	\$84,101.30
Anticipated Salary Increases		\$2,188.88
<b>Total Direct Labor Costs</b>		<b>\$86,290.18</b>

(1)

**II. INDIRECT COSTS**

INDIRECT RATE 170.00 % x \$ 66,281.85 = Subtotal \$112,679.31 (2)  
Subtotal (1)

**III. FEE (PROFIT)**

9 % x \$ 178,961.28 = Subtotal \$16,106.51 (3)  
Total (1) + (2)

**IV. OTHER DIRECT COSTS**

Item	Amount
Photocopies (Black & White)	\$500.00
Agency Fees - Corner Records	\$180.00

Subtotal \$ \$680.00 (4)

**VI. TOTAL AMOUNT**

\$195,748 (Total 1-5)

Towill, Inc.

**LABOR & OTHER DIRECT COST (ODC) SUMMARY**  
 Interstate 10/ Tippecanoe Avenue Interchange Widening / Improvement Project Phase 2  
 Construction Management Services

July 30, 2013

STAFF CLASSIFICATION	STAFF NAME	RANGE OF DIRECT HOURLY RATES		TOTAL HOURS	INITIAL DIRECT HOURLY RATE	SUB-TOTAL DIRECT LABOR COST	ANTICIPATED SALARY INCREASES	TOTAL DIRECT LABOR COST	TOTAL INDIRECT COST	FEE (PROFIT)	TOTAL LABOR COST	FULLY LOADED HOURLY RATE
		LOW	HIGH									
Survey Task Manager		72.00	78.38	34	\$72.00	\$2,448.00	\$83.28	\$2,531.28	\$4,303.17	\$615.10	\$7,449.55	\$219.10
PLS Party Chief		48.86	48.86	890	\$46.86	\$32,333.40	\$1,089.94	\$33,423.34	\$58,836.68	\$9,124.30	\$98,384.33	\$142.60
Instrument Person	Instrument Person	38.71	39.71	880	\$39.71	\$27,388.90	\$832.11	\$28,221.01	\$48,184.42	\$8,884.88	\$83,381.11	\$120.84
Project Surveyor	Project Surveyor	42.00	60.00	40	\$48.00	\$1,920.00	\$85.32	\$1,985.32	\$3,375.04	\$482.43	\$5,842.79	\$146.07
<b>TOTAL =</b>				<b>1,454</b>		<b>\$64,101.30</b>	<b>\$2,180.65</b>	<b>\$66,281.95</b>	<b>\$112,678.31</b>	<b>\$18,108.51</b>	<b>\$195,067.77</b>	

INDIRECT COST	
Overhead	120.00%
General & Admin	50.00%
<b>Total</b>	<b>170.00%</b>

FEE (PROFIT)	9.00%
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OTHER DIRECT COSTS (ODC's)	Price Per Unit	Unit	Quantity	Total	WBS
Photocopies (Black & White)	\$1.000	ea	500	\$500.00	
Agency Fees - Corner Records	\$18	ea	10	\$180.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
<b>TOTAL OTHER DIRECT COSTS</b>				<b>\$680.00</b>	

Escalation Per Year =			3.00%
Year	# of Months	Esc.	Value
2013	0.00	1.000	0.000
2014	7.53	1.030	7.751
2015	1.13	1.061	1.194
		1.093	0.000
		1.126	0.000
		1.159	0.000
<b>TOTAL</b>	<b>8.65</b>		<b>8.944</b>
<b>Escalation Factor for Contract</b>			<b>1.034</b>

# of Months was calculated by dividing the total yearly staffing hrs by 160

<b>TOTAL COSTS</b>	<b>\$195,747.77</b>
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**KLEINFELDER FEE SCHEDULE FOR  
GEOTECHNICAL and MATERIALS TESTING SERVICES**

**SOIL TESTS**

**SOIL DENSITY TESTS**

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method<sup>†</sup></u>	<u>Price</u>
Standard Proctor, 4" Mold	STANDARD PROCTOR, 4"	D698, T99	\$210.00 each
Standard Proctor, 6" Mold	STANDARD PROCTOR, 6"	D698, T99	\$235.00 each
Modified Proctor, 4" Mold	MODIFIED PROCTOR, 4"	D1557, T180	\$215.00 each
Modified Proctor, 6" Mold	MODIFIED PROCTOR, 6"	D1557, T180	\$240.00 each
Proctor Check Point	PROCTOR CHECK POINT	T272	\$115.00 each
Proctor Oversize Correction	PROCTOR CORR OVRSZ	D4718	\$65.00 each
Treated Soil Proctor	TREATED SOIL PROCTOR	D558	\$280.00 each
Minimum/Maximum Relative Density	MIN-MAX REL DENS	D4352, D4253	\$360.00 each
Moisture/Density, TEX 113-E	MOIST DENS TEX 113-E	TEX113-E	\$260.00 each
Moisture/Density, TEX 114-E	MOIST DENS TEX 114-E	TEX114-E	\$260.00 each
California Impact, CTM 216, Dry Method	CTM 216, DRY	CTM216	\$215.00 each
California Impact, CTM 216, Wet Method	CTM 216, WET	CTM216	\$185.00 each

**SOIL CLASSIFICATION AND INDEX TESTS**

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method<sup>†</sup></u>	<u>Price</u>
Visual Classification	CLASSIFICATN, VISUAL	D2488	\$10.00 each
Sieve Analysis, % Finer than 200 Sieve	SIEVE ANALYSIS, -200	C117, D1140	\$80.00 each
Sieve Analysis, Fine	SIEVE ANALYSIS, F	C136, D422, D6913	\$120.00 each
Sieve Analysis, Coarse	SIEVE ANALYSIS, C	C136, D422, D6913	\$100.00 each
Sieve Analysis, Coarse and Fine	SIEVE ANALYSIS, C&F	C136, D422, D6913	\$150.00 each
Hydrometer Analysis*	HYDROMETER ANALYSIS	D422	\$165.00 each
Water Content	WATER CONTENT	D2216, D4643	\$25.00 each
Water Content and Dry Unit Weight	WATER/DENSITY, SOIL	D2216, D2937, D7263	\$45.00 each
Atterberg Limits, Single Point	ATTERBERG, ONE PT.	D4318-Method B	\$110.00 each
Atterberg Limits, Multiple Point	ATTERBERG, MULTI PT.	D4318-Method A	\$170.00 each
Atterberg Limits, Liquid Limit Only	LIQUID LIMIT ONLY	D4318	\$110.00 each
Soil Specific Gravity	SOIL SPEC. GRAV.	D854	\$140.00 each
Soil Organic Content	SOIL ORGANIC CONTENT	D2974-Method C	\$105.00 each
Pinhole Dispersion Classification	PINHOLE DISPERSION	D4647	\$300.00 each
Soil pH	SOIL PH	D4972, G51	\$55.00 each
Soil Resistivity	SOIL RESISTIVITY	G187	\$160.00 each
Chloride Content	CHLORIDE CONTENT		\$50.00 each
Sulfate Content	SULFATE CONTENT		\$100.00 each
Thermal Resistivity, Soil, Point	THERMAL RES, POINT	D5334, IEEE 422	\$300.00 each
Thermal Resistivity, Soil, Curve	THERMAL RES, CURVE	D5334, IEEE 422	\$900.00 each

\*Note: Requires a Sieve Analysis, not included.

**SOIL BEARING PRESSURE TESTS**

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method<sup>†</sup></u>	<u>Price</u>
California Bearing Ratio, Single Point *	CBR, 1 POINT	D1883	\$350.00 each
California Bearing Ratio, 3 Points *	CBR, 3 POINTS	D1883	\$600.00 each
Resistance R-Value	R-VALUE	D2844	\$300.00 each
Resistance R-Value of Treated Material	R-VALUE, TREATED	D2844	\$350.00 each
Rock Correction for R-Value	R-VALUE, ROCK CORR.	D2844	\$80.00 each
Stabilized Soil UC Strength, 1 Point *	STABIL. SOIL UC PT.	D1633, D5102	\$150.00 each

\*Note: Does not include Proctor Test

<sup>†</sup>Examples of common test methods. Other methods may exist.

**KLEINFELDER FEE SCHEDULE FOR  
GEOTECHNICAL and MATERIALS TESTING SERVICES**

**SOIL TESTS (continued)**

**SOIL BEARING PRESSURE TESTS (continued)**

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method<sup>†</sup></u>	<u>Price</u>
Stabilized Soil UC Strength, Set of 3	STABIL. SOIL UC SET	D1633, D5102	\$900.00 each
CTM 373, 1 Lime Content, w/o Opt. Moist.	CTM 373, CHECK POINT	CTM373	\$150.00 each
CTM 373, 1 Lime Content	CTM 373, 1 LIME %	CTM373	\$350.00 each
CTM 373, 3 Lime Contents	CTM 373, 3 LIME %'S	CTM373	\$950.00 each
Eades and Grim Test (Opt. Lime Content)	EADES AND GRIM TEST	C977	\$135.00 each
Resilient Modulus	RESILIENT MODULUS	T307	\$450.00 each
CTB Strength, Individual Specimen	CTB STRENGTH, EACH		\$175.00 each
CTB Strength, Set of 3, Without Design	CTB STRENGTH, SET		\$400.00 each
CTB Complete Mix Design	CTB COMPLETE DESIGN		\$1,200.00 each

**SOIL STRENGTH AND PERMEABILITY TESTS**

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method<sup>†</sup></u>	<u>Price</u>
Pocket Penetration Value	POCKET PENETRATION		\$10.00 each
Unconfined Compressive Strength	UNCONFINED COMP STR.	D2166	\$135.00 each
Direct Shear, 1 Point	DIRECT SHEAR, 1 PT.	D3080	\$125.00 each
Direct Shear, 3 Points	DIRECT SHEAR, 3 PTS.	D3080	\$350.00 each
Direct Shear, Residual Strength, Each Pt	DIRECT SHEAR, RESID.	D3080-Modified	\$200.00 each
Consolidation without Time Rate Plots	CONSOL. W/O TR	D2435	\$330.00 each
Consolidation with 2 Time Rate Plots	CONSOL. W/2 TR	D2435	\$425.00 each
Consolidation, All Loads with Time Rates	CONSOL. ALL TR	D2435	\$600.00 each
Consolidation, Additional Rebound	CONSOL. ADD. REBOUND	D2435	\$75.00 each
Collapse Potential	COLLAPSE POTENTIAL	D5333	\$175.00 each
One Dimensional Free Swell	ONEDIM FREE SWELL	D4546	\$150.00 each
One Dimensional Swell, Percent Heave	ONEDIM SWELL % HEAVE	D4546	\$240.00 each
One Dimensional Swell with Consolidation	ONEDIMSWELL W/CONSOL	D4546	\$450.00 each
Expansion Index	EXPANSION INDEX	D4829	\$175.00 each
Denver Swell Test	DENVER SWELL TEST		\$65.00 each
Permeability, Rigid Wall	PERMEABILITY, RIGID	D2434	\$400.00 each
Permeability, Flexible Wall	PERMEABILITY, FLEX	D5084-Method C	\$358.00 each
Triaxial Shear, CU, 1 Point	TRIAx, CU, 1 POINT	D4767	\$450.00 each
Triaxial Shear, CU, 3 Points	TRIAx, CU, 3 POINTS	D4767	\$1,200.00 each
Triaxial Shear, UU, 1 Point	TRIAx, UU, 1 POINT	D2850	\$200.00 each
Triaxial Shear, UU, 3 Points	TRIAx, UU, 3 POINTS	D2850	\$500.00 each
Triaxial Shear, UU Saturated, 1 Point	TRIAx, UU SAT, 1 POINT	D2850-Modified	\$270.00 each
Triaxial Shear, UU Saturated, 3 Points	TRIAx, UU SAT, 3 POINTS	D2850-Modified	\$750.00 each
Triaxial Test, TEX117E, Part I	TRIAx,TEX117E-PART I	TEX117E	\$2,200.00 each
Triaxial Test, TEX117E, Part II	TRIAx,TEX117E-PARTII	TEX117E	\$2,200.00 each
Resonant Column Torsional Shear	RCTS		\$4,000.00 each

**AGGREGATE TESTS**

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method<sup>†</sup></u>	<u>Price</u>
Acid Solubility	SOLUBILITY, ACID	AWWA B100	\$175.00 each
Air Degradation	AG AIR DEGRADATION	ODT TM208	\$200.00 each
ASR Reactivity, Long Method	AG ASR REACT., LONG	C227, C1293	\$1,500.00 each
ASR Reactivity, Short method	AG ASR REACT., SHORT	C1260, C1567	\$850.00 each

<sup>†</sup>Examples of common test methods. Other methods may exist.

**KLEINFELDER FEE SCHEDULE FOR  
GEOTECHNICAL and MATERIALS TESTING SERVICES**

**AGGREGATE TESTS (continued)**

<b><u>Test</u></b>	<b><u>Invoice Name</u></b>	<b><u>Test Method<sup>†</sup></u></b>	<b><u>Price</u></b>
Cleanness Value	AG CLEANNESS VALUE	CTM227	\$150.00 each
Clay Lumps and Friable Particles, per sz *	AG CLAY LUMP/FRIABLE	C142	\$100.00 each
Coarse Specific Gravity & Absorption	AG COARSE SPG/ABSORP	C127	\$60.00 each
Fine Specific Gravity & Absorption	AG FINE SPG/ABSORP	C128	\$100.00 each
Coarse Durability	AG COARSE DURABILITY	D3744	\$150.00 each
Fine Durability	AG FINE DURABILITY	D3744	\$110.00 each
Flat and Elongated Particles, per size *	AG FLAT&ELONG/SIZE	D4791	\$75.00 each
Fractured Faces, per size *	AG FRACT. FACES/SIZE	D5821	\$100.00 each
Lightweight Pieces **	AG LIGHTWT. PIECES	C123	\$330.00 each
Los Angeles Abrasion, Large Aggregate	AG LA ABRASION, LG	C535	\$200.00 each
Los Angeles Abrasion, Small Aggregate	AG LA ABRASION, SM	C131	\$175.00 each
Mortar Sand Strength	AG MORTAR SAND STR.	C87, CTM515	\$550.00 each
Organic Impurities	AG ORGANIC IMPURITIES	C40	\$60.00 each
Potential Reactivity (Chem. Method)	AG ASR. REACT., CHEM.	C289	\$700.00 each
Sand Equivalent, 1 point	AG SAND EQUIV., 1PT.	D2419	\$70.00 each
Sand Equivalent, 3 points	AG SAND EQUIV., 3PT.	D2419	\$130.00 each
Sieve Analysis, % Finer than 200 Sieve	SIEVE ANALYSIS, -200	C117, D1140	\$80.00 each
Sieve Analysis, Fine	SIEVE ANALYSIS, F	C136	\$120.00 each
Sieve Analysis, Coarse	SIEVE ANALYSIS, C	C136	\$100.00 each
Sieve Analysis, Coarse and Fine	SIEVE ANALYSIS, C&F	C136	\$150.00 each
Soundness of Aggregate, per size *	AG SULFATE SOUND/SZ.	C88	\$140.00 each
Unit Weight	AG UNIT WEIGHT	C29	\$60.00 each
Water Content	WATER CONTENT	D2216, C566	\$25.00 each
Texas Wet Ball Mill	TX WET BALL MILL	TEX116E	\$250.00 each
Calcium Carbonate	AG CALCIUM CARBONATE		\$750.00 each
Decantation Wash	AG DECANTATION WASH	TEX406A	\$85.00 each
Disintegration	AG DISINTEGRATION	IDT T-116	\$100.00 each
Uncompacted Void Content of Fine Agg.	AG UNCOMP VOIDS FINE	C1252	\$130.00 each
Idaho Degradation	AG IDAHO DEGRADATION	IDT T-15	\$300.00 each

**\*Note:** Tests are billed by each size fraction tested. The quantity of fractions tested is dependent on the sample gradation and specific test method.

**\*\*Note:** Tests are billed by each specific gravity of heavy liquid used (2.0 and/or 2.4).

**FILTER MEDIA TESTS**

<b><u>Test</u></b>	<b><u>Invoice Name</u></b>	<b><u>Test Method<sup>†</sup></u></b>	<b><u>Price</u></b>
Filter Media, Sieve Analysis*	FILTER MEDIA, SIEVE	AWWA B100	\$175.00 each
Filter Media, Mohs Hardness	FILTER MEDIA, MOHS	AWWA B100	\$175.00 each
Filter Media, Percent Silica	FILTER MEDIA, SILICA		\$200.00 each
Acid Solubility	SOLUBILITY, ACID	AWWA B100	\$175.00 each

**\*Note:** Includes determination of d<sub>10</sub>, d<sub>60</sub>, effective size and uniformity coefficient.

<sup>†</sup>Examples of common test methods. Other methods may exist.

**KLEINFELDER FEE SCHEDULE FOR  
GEOTECHNICAL and MATERIALS TESTING SERVICES**

**ROCK TESTS**

<b><u>Test</u></b>	<b><u>Invoice Name</u></b>	<b><u>Test Method</u><sup>†</sup></b>	<b><u>Price</u></b>
Rock Sample Preparation	ROCK SAMPLE PREP.		\$80.00 each
Direct Shear, 1 Point	ROCK DIR. SHEAR, 1PT	D5607	\$140.00 each
Direct Shear, 3 Points	ROCK DIR. SHEAR, 3PT	D5607	\$350.00 each
Direct Shear, 5 Points	ROCK DIR. SHEAR, 5PT	D5607	\$600.00 each
Mohs Hardness	ROCK MOHS HARDNESS		\$25.00 each
Point Load Index	ROCK PT. LOAD INDEX	D5731	\$20.00 each
Point Load, Set of 10	ROCK PT LOAD SET/10	D5731	\$125.00 each
Slake Durability	ROCK SLAKE DURABIL.	D4644	\$185.00 each
Splitting Tensile Strength	ROCK SPLIT. TENSILE	D3967	\$125.00 each
Triaxial Shear, Hard Rock	ROCK TRIAX, HARD	D7012	\$225.00 each
Triaxial Shear, Weak Rock	ROCK TRIAX, WEAK	D7012	\$350.00 each
Triaxial Shear, Weak w Mod. of Rup.	ROCK TRIAX, WEAK/MOD	D7012	\$450.00 each
Triaxial Shear, Weathered Rock	ROCK TRIAX, WEATHERD	D7012	\$225.00 each
Unconfined Compression	ROCK UNCON. COMP.	D7012	\$125.00 each
Unconfined Compression W/Mod of Rup	ROCK UC/MOD OF RUP	D7012	\$250.00 each

**CONCRETE TESTS**

<b><u>Test</u></b>	<b><u>Invoice Name</u></b>	<b><u>Test Method</u><sup>†</sup></b>	<b><u>Price</u></b>
Compression	CONCRETE COMPRESSION	C39	\$30.00 each
Core Compression	CONCRETE CORE COMP.	C42	\$65.00 each
Creep	CONCRETE CREEP	C512	\$2,000.00 each
Cylinder Unit Weight	CONC. CYL. UNIT WT.	C567	\$100.00 each
Drying Shrinkage, set of 3	CONC. DRY SHRINKAGE	C157	\$440.00 each
Flexural Strength	CONC. FLEX STRENGTH	C78	\$100.00 each
Modulus of Elasticity	CONC. MOD OF ELAST	C469	\$250.00 each
Splitting Tensile Strength	CONC. SPLIT. TENSILE	C496	\$80.00 each
Concrete Core Thickness	CONC. CORE THICKNESS	C174	\$10.00 each
Laboratory Trial Batch	CONCRETE TRIAL BATCH	C192	\$1,000.00 each
RCC Compression	RCC COMPRESSION	C39	\$60.00 each
Shotcrete Compression	SHOTCRETE COMPRESS.	C1140	\$80.00 each
Concrete Absorption after 3-Hour Boil	CONC. ABSP. 3HR BOIL	C497	\$125.00 each
Concrete Absorption after 5-Hour Boil	CONC. ABSP. 5HR BOIL	C497, C642	\$150.00 each
Concrete Absorption after 10-Minute Soak	CONC. ABSP. 10M SOAK	C497	\$100.00 each
CLSM Compression	CLSM COMPRESSION	D4832	\$40.00 each
Concrete Permeability	CONC. PERMEABILITY	COE CRD C 48	\$2,800.00 each
Concrete Chloride Ion Penetration	CONC. CHLORIDE ION	C1202	\$750.00 each

**MASONRY TESTS**

<b><u>Test</u></b>	<b><u>Invoice Name</u></b>	<b><u>Test Method</u><sup>†</sup></b>	<b><u>Price</u></b>
Grout Compression	GROUT COMPRESSION	C1019	\$30.00 each
Non-Masonry Grout Compression	NON-MAS. GROUT COMP.	C579	\$30.00 each
Mortar Compression	MORTAR COMPRESSION	C942	\$30.00 each

<sup>†</sup>Examples of common test methods. Other methods may exist.

KLEINFELDER FEE SCHEDULE FOR  
GEOTECHNICAL and MATERIALS TESTING SERVICES

**MASONRY TESTS (continued)**

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method<sup>†</sup></u>	<u>Price</u>
Core Compression	MASONRY CORE COMP.	CA DSA	\$60.00 each
Core Shear	MASONRY CORE SHEAR	CA DSA	\$50.00 each
Prism Compression	MASONRY PRISM COMP.	C1314	\$110.00 each
CMU Absorption and Received Moisture	CMU ABSORP/MOIST.	C140	\$75.00 each
CMU Compression	CMU COMPRESSION	C140	\$100.00 each
CMU Dimension Verification	CMU DIMENSION VERIF.	C140	\$25.00 each
CMU Lineal Shrinkage	CMU LINEAL SHRINKAGE	C426	\$175.00 each
Masonry Brick Absorption	MASONRY BRICK ABSORP	C67	\$80.00 each

**ASPHALT TESTS**

**BINDER TESTS**

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method<sup>†</sup></u>	<u>Price</u>
Absolute Viscosity	AC ABSOLUTE VIS.	D2171	\$210.00 each
Bitumen Penetration	AC BIT. PENETRATION	D5	\$75.00 each
Kinematic Viscosity	AC KINEMATIC VISC.	D2170	\$190.00 each
Recovery by Roto-Vapor	AC RECOVERY ROTOVAP	D5404	\$365.00 each
Softening Point, Ring & Ball	AC SOFT. PT., R & B	D36	\$100.00 each
Bitumen Recovery by Abson Method	AC ABSON RECOVERY	D5404	\$350.00 each
Ductility of Bitumen	AC BITUM. DUCTILITY	D113	\$125.00 each
Resilience of AR Binders	AC RESILIENCE	D5329	\$75.00 each

**EMULSION TESTS**

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method<sup>†</sup></u>	<u>Price</u>
Emulsion Elastic Recovery	EM ELASTIC RECOVERY	D6084, T301	\$250.00 each
Emulsion Settlement	EM SETTLEMENT	D6930, T59	\$225.00 each
Emulsion Sieve Test	EM SIEVE TEST	D6933, T59	\$100.00 each
Emulsion Storage Stability	EM STORAGE STABILITY	D6930, T59	\$175.00 each
Emulsion Torsional Recovery	EM TORSION RECOVERY	CTM332	\$150.00 each
Particle Charge	EM PARTICLE CHARGE	D7402, T59	\$100.00 each
Residue by Evaporation	EM RESIDUE BY EVAP	D6934, T59	\$110.00 each
Saybolt Viscosity	EM SAYBOLT VISCOSITY	D7946, T59	\$155.00 each

**MIX PROPERTY TESTS**

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method<sup>†</sup></u>	<u>Price</u>
Air Voids Determination*	AC AIR VOIDS DETERM	D3203	\$50.00 each
VMA Determination*	AC VMA DETERM		\$50.00 each
VFA Determination*	AC VFA DETERM		\$50.00 each
Gradation of Extracted Aggregate	AC AGG. GRADATION	D5444	\$100.00 each
Core Thickness	AC CORE THICKNESS	D3549	\$10.00 each
AC Content by Extraction	AC EXTRACTION	D2172	\$200.00 each
Hveem Stability	AC HVEEM STABILITY	D1560	\$325.00 each
Hveem Stability without Compaction	AC HVM STAB W/O COMP	D1560	\$165.00 each

\*Note: Calculation only, other test methods required.

\*\*Note: Does not include compaction of test briquettes

<sup>†</sup>Examples of common test methods. Other methods may exist.

KLEINFELDER FEE SCHEDULE FOR  
GEOTECHNICAL and MATERIALS TESTING SERVICES

**ASPHALT TESTS (continued)**

**MIX PROPERTY TESTS (continued)**

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method<sup>†</sup></u>	<u>Price</u>
AC Content by Ignition Oven	AC IGNITION OVEN	D6307, T308	\$140.00 each
Ignition Oven Calibration	AC IGNT. OVEN CALIB.	D6307	\$300.00 each
Moisture Content	AC MOISTURE CONTENT	T329	\$50.00 each
AC Content by Nuclear Gauge	AC NUC. CONT. GAUGE	D4125	\$200.00 each
Marshall Stability and Flow**	AC STABILITY & FLOW	D6927	\$150.00 each
Swell	AC SWELL	CTM305	\$100.00 each
Core Unit Weight & Thickness	AC CORE WT./THICK.	D1188,D2726,D3549	\$50.00 each
Slurry Seal Wet Track Abrasion	AC WET TRACK ABRAS.	D3910, ISSA TB100	\$300.00 each

**DESIGN AND DENSITY TESTS**

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method<sup>†</sup></u>	<u>Price</u>
Centrifuge Kerosene Equivalent	AC CKE	CTM303	\$240.00 each
Film Stripping	AC FILM STRIPPING	CTM 302	\$120.00 each
Index of Retained Strength	AC INDEX RET. STRGTH	D1075	\$1,000.00 each
Unit Weight, Gyrotory Method	AC UNIT WT., GYRA.	T312	\$350.00 each
Unit Weight, Hveem Method	AC UNIT WT., HVEEM	D1561	\$285.00 each
Unit Weight, Marshall Method	AC UNIT WT., MARSH.	D6926	\$210.00 each
Maximum Theoretical Specific Gravity	AC MAX THEO. SPG	D2041	\$145.00 each
Moisture Induced Damage	AC MOIST. IND. DAM.	T283	\$1,400.00 each
Caltrans Tensile Strength Ratio	AC CALTRANS TSR	CTM371	\$2,100.00 each
Moisture Vapor Susceptibility	AC MOIST. VAPOR SUS.		\$250.00 each
Mix Design, Hveem Method W/RAP	HVEEM DESIGN W/RAP		\$7,600.00 each
Mix Design, Hveem Method	HVEEM MIX DESIGN		\$5,400.00 each
Mix Design, Marshall Method	MARSHALL MIX DESIGN		\$3,000.00 each
Mix Design, Superpave Method	SUPERPAVE MIX DSGN		\$6,000.00 each
Caltrans Opt Bitumen Content OGFC	CTM368 OBC OPENGRADE	CTM368	\$1,500.00 each

**METAL TESTS**

**BOLT TESTS**

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method<sup>†</sup></u>	<u>Price</u>
Bolt Assembly Suite (Bolt, Nut, Washer)*	BOLT ASSEMBLY SUITE	F606	\$180.00 each
Bolt Hardness	BOLT HARDNESS	E18	\$25.00 each
Bolt Proof Load	BOLT PROOF LOAD	F606	\$35.00 each
Bolt Wedge Tensile	BOLT WEDGE TENSILE	F606	\$35.00 each
Nut Hardness	NUT HARDNESS	E18	\$25.00 each
Nut Proof Load	NUT PROOF LOAD	F606	\$35.00 each
Washer Hardness	WASHER HARDNESS	E18	\$25.00 each

*\*Note: An 'assembly' is one bolt, one nut and one washer. The suite consists of a bolt wedge tensile test, bolt and nut proof load tests, and hardness tests on all three pieces.*

<sup>†</sup>Examples of common test methods. Other methods may exist.

**KLEINFELDER FEE SCHEDULE FOR  
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**METAL TESTS (continued)**

**STRUCTURAL METAL TESTS**

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method<sup>†</sup></u>	<u>Price</u>
Bend	METAL, BEND	A370, E290	\$40.00 each
Rebar Coupler Slippage	METAL, COUPLER SLIP	A370, CTM 670	\$130.00 each
Rebar Coupler Tensile	METAL, COUPLER TENS.	A370, CTM 670	\$80.00 each
Rebar Coupler Tensile $\geq 2$ Sq. In. CrossSect	METAL, COUP TENS $>2$ "	A370, CTM 670	\$140.00 each
CTM 670 Strain (Elongation)	METAL, CTM670 STRAIN	CTM670	\$15.00 each
PT Strand Tensile	METAL, PT TENSILE	A370	\$145.00 each
Spliced Specimen Tensile	METAL, SPLICE TENS.	A370	\$80.00 each
Tensile $<2.0$ Sq. In. Cross-Sect.	METAL, TENSILE $<2$ "	A370, E8	\$85.00 each
Tensile and Bend $<2.0$ Sq. In. Cross-Sect.	METAL, TENS/BEND $<2$ "	A370, E8, E290	\$125.00 each
Tensile $\geq 2.0$ Sq. In. Cross-Sect.	METAL, TENSILE $>2$ "	A370, E8	\$140.00 each
Tensile and Bend $\geq 2.0$ Sq. In. Cross-Sect.	METAL, TENS/BEND $>2$ "	A370, E8, E290	\$180.00 each
Rockwell Hardness	ROCKWELL HARDNESS	E18	\$30.00 each
Macroetch	METAL, MACROETCH	E381	\$125.00 each
Charpy Impact, Set of 3 *	METAL, CHARPY, SET/3	A370, A673	\$300.00 set
Fireproofing Density	FIREPROOFING DENSITY	E605	\$50.00 each

*\*Note: Price does not include cost of machining test specimens. Price is for testing at 40 °F; other test temperatures will result in additional fees.*

**DIMENSION STONE AND ROOFING MATERIAL TESTS**

**DIMENSION STONE**

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method<sup>†</sup></u>	<u>Price</u>
Dimension Stone, Absorption/Spec. Grav.	DIM STONE-ABS/SPG	C97	\$210.00 set/5
Dimension Stone, Compressive Strength	DIM STONE-COMPRESS	C170	\$210.00 set/5
Dimension Stone, Flexural Strength	DIM STONE-FLEX STR	C880	\$210.00 set/5
Dimension Stone, Modulus Of Rupture	DIM STONE-MD OF RUP	C99	\$210.00 set/5
Dimension Stone, Anchor Pull Out Strngth	DIM STONE-PULL OUT		\$150.00 each

**ROOFING MATERIAL TESTS**

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method<sup>†</sup></u>	<u>Price</u>
Roof Tile Absorption	ROOF TILE ABSORPTION		\$100.00 each
Roofing, Unit Weight of Surfacing	ROOF UNIT WT. SURF.	D2829	\$100.00 each
Roof Tile Breaking Load	ROOF TILE BREAK LOAD	UBC 15-5	\$50.00 each
Roof Tile Permeability	ROOF TILE PERM.		\$150.00 each

**MISCELLANEOUS TESTS**

**MISCELLANEOUS TESTS**

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method<sup>†</sup></u>	<u>Price</u>
Hydraulic Ram Calibration	HYDRAULIC RAM CALIB.		\$200.00 each

<sup>†</sup>Examples of common test methods. Other methods may exist.

**KLEINFELDER FEE SCHEDULE FOR  
GEOTECHNICAL and MATERIALS TESTING SERVICES**

**SAMPLE PREPARATION**

**SAMPLE PREPARATION**

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method<sup>†</sup></u>	<u>Price</u>
Rock Sample Preparation	ROCK SAMPLE PREP.		\$80.00 each
Sample Crushing	SAMPLE CRUSHING		\$100.00 each
Sample Cutting and Trimming	SAMPLE CUT & TRIM		\$30.00 each
Sample Mixing and Processing	SAMPLE MIX&PROCESS		\$40.00 each
Sample Preparation	SAMPLE PREPARATION		\$25.00 each
Sample Preparation, per hour	SAMPLE PREP./HR.		\$90.00 hour
Sample Remolding	SAMPLE REMOLDING		\$75.00 each
Contamination Fee	CONTAMINATION FEE		\$250.00 each
Sample Disposal Fee	SAMPLE DISPOSAL FEE		\$10.00 each

**OTHER EQUIPMENT CHARGES**

**MATERIALS TESTING EQUIPMENT**

<u>Equipment</u>	<u>Invoice Name</u>	<u>Test Method<sup>†</sup></u>	<u>Price</u>
Anchor Bolt Testing Device	ANCHOR BOLT TST/DAY		\$150.00 / day
Asphalt Sampling Box	ASPHLT SAMPLE BOXES		\$1.15 each
Brinell Hardness Tester	BRINELL HARDNESS/DAY	E10	\$20.00 / day
British Pendulum Tester	BRITISH PENDULUM	E303	\$150.00 / day
Concrete Rebound (Schmidt) Hammer	SCHMIDT HAMMER/DAY	C805	\$55.00 / day
Concrete Vapor Emission Test Kit	MOIST FLOOR/SLAB TST	F1869	\$30.00 / kit
Coring Machine	CORING MACHINE /DAY		\$85.00 / day
Coring Machine with Generator	CORING MCH W/GEN DAY		\$165.00 / day
Cylinder Mold	CYLINDER MOLDS		\$3.00 each
Diamond Bit Core Barrel Charge			
2" Diameter	CORING, 2" DIAM./IN		\$2.20 / inch
3" Diameter	CORING, 3" DIAM./IN		\$3.30 / inch
4" Diameter	CORING, 4" DIAM./IN		\$4.40 / inch
6" Diameter	CORING, 6" DIAM./IN		\$6.60 / inch
Digital Thickness Gauge	THICKNESS GAUGE /DAY		\$50.00 / day
FerroScan Equipment	FERROSCAN EQUIPMENT		\$275.00 / day
Floor Flatness Testing Device (Per Sq Ft)	FLOOR FLATNESS /SF	E1155	\$0.10 / sq ft
Floor Flatness Testing Device (Per Test)	FLOOR FLATNESS TST	E1155	\$150.00 / day
Hand Auger and Soil Sampler	HAND AUGER/DAY		\$75.00 / day
Magnetic Particle Testing Device	MAGNETIC PARTICLE	ASNT, AWS B1.1	\$45.00 / day
Nuclear Asphalt Content Gauge	NUC ASPHLT CON GAUGE		\$110.00 / day
Nuclear Soil Density/Moisture Gauge	NUCLEAR DENS GAUGE	D6938	\$75.00 / day
Nuclear Soil Density/Moisture Gauge	NUCLEAR DENSOMTR/TST	D6938	\$4.40 / test
Thin-Lift Nuclear Asphalt Density Gauge	THIN LFT ASPHT GG/DY		\$110.00 / day
Rebar Locator	REBAR LOCATOR/DAY		\$75.00 / day
Skidmore Bolt Tension Calibrator	SKID WILH BOLT/DAY	A325, A490	\$55.00 / day
Thermal Resistivity Meter	THERMAL RES. METER	D5334, IEEE 422	\$200.00 / day
Torque Wrench, up to 1,000 foot-pounds	TORQUE WRENCH/DAY	A325, A490	\$50.00 / day
Ultrasonic Testing Device	UT TESTING EQUIP/DAY	ASNT, AWS B1.1	\$75.00 / day

<sup>†</sup>Examples of common test methods. Other methods may exist.

**KLEINFELDER FEE SCHEDULE FOR  
GEOTECHNICAL and MATERIALS TESTING SERVICES**

**OTHER EQUIPMENT CHARGES (continued)**

**VEHICLES**

<u>Description</u>	<u>Invoice Name</u>	<u>Price</u>
Mileage, 2 Wheel Drive (Per Mile)	MILEAGE, 2 WH/MILE	\$0.80 / mile
Mileage, 4 Wheel Drive (Per Mile)	MILEAGE, 4 WH/MILE	\$1.60 / mile
Vehicle, 2 Wheel Drive (Per Hour)	VEHICLE, 2 WHEEL/HR	\$10.00 / hour
Vehicle, 4 Wheel Drive (Per Hour)	VEHICLE, 4 WHEEL/HR	\$19.00 / hour
Vehicle w/Std Testing Equip (Per Hour)	VEH W/STD EQUIP/HR	\$19.00 / hour
Vehicle w/Nuclear Dens Equip (Per Hour)	VEH W/ND EQUIP/HR	\$25.00 / hour
Veh w/ Ultrasonic, Magnetic Particle Equip (Per Hour)	VEH W/UT EQUIP/HR	\$25.00 / hour

**OFFICE EQUIPMENT**

<u>Description</u>	<u>Invoice Name</u>	<u>Price</u>
Microcomputer & Support Hardware (Per Hour)	MICROCOMPUTER / HR.	\$25.00 / hour
Personal Computer with Basic Software (Per Hour)	PERSONAL COMPUTER/HR	\$19.00 / hour
Reproduction (Per Page)	REPRODUCTION/PAGE	\$0.65 / page
Telephone (Per Minute)	TELEPHONE, PER MIN.	\$0.65 / min
Facsimile Copies (Per Page)	FAXES (PER PAGE)	\$3.00 / page
Report Surcharge (Per Copy)	REPORT (PER COPY)	\$44.00 / each
Bond Cost for CADD (Per Square Foot)	CADD - BOND	\$0.60 / sq ft
Mylar Cost for CADD (Per Square Foot)	CADD - MYLAR	\$3.50 / sq ft
Press Bond for CADD (Per Square Foot)	CADD - PRESS BOND	\$1.15 / sq ft
Vellum Cost for CADD (Per Square Foot)	CADD - VELLUM	\$1.75 / sq ft
CADD Workstation (Per Hour)	CADD WORKSTATION /HR	\$15.75 / hour

<sup>†</sup>Examples of common test methods. Other methods may exist.



Leighton

## 2013 PROFESSIONAL FEE SCHEDULE

CLASSIFICATION	\$/HR	CLASSIFICATION	\$/HR
Project Administrator / Word Processor	80	Deputy Grading Inspector	120
Dispatcher	80	Field/Laboratory Supervisor	130
Technician I	85	GIS Specialist	130
Technician II / Special Inspector	90	Staff Engineer/Geologist/Scientist	130
Senior Technician / Inspector	95	Senior Staff Engineer/Geologist/Scientist	145
Information Specialist	110	Operations/Laboratory Manager	165
Prevailing Wage (Building / Construction Inspector) *	115	Project Engineer/Geologist/Scientist	165
Prevailing Wage (Field Soils Tester) *	115	Senior Project Engineer/Geologist/Scientist	190
System Operation & Maintenance Specialist	115	Associate	210
CAD Operator	115	Principal	225
		Senior Principal	270

\* See Prevailing Wages in Terms and Conditions

### GEOTECHNICAL LABORATORY TESTING

METHOD	\$/TEST	METHOD	\$/TEST
<b>CLASSIFICATION &amp; INDEX PROPERTIES</b>			
Moisture Content (ASTM D 2216)	\$20	Modified Proctor Compaction (ASTM D 1557) 4 points	
Moisture & Density (ASTM D 2937) ring samples	30	- 4 inch diameter mold (Methods A & B)	220
Moisture & Density (ASTM D 2937) Shelby tube or cutting	40	- 6 inch diameter mold (Method C)	245
Atterberg Limits (ASTM D 4318) 3 points:	150	Check Point (per point)	65
- single point, non-plastic	85	<b>SOIL CHEMISTRY &amp; CORROSIVITY</b>	
- Atterberg Limits (Organic ASTM D 2487 / 4318)	180	pH Method A (ASTM 4972 or CTM 643)	45
- Visual classification as non-plastic (ASTM D 2488)	10	Electrical Resistivity – single point – in-situ moisture	45
Particle Size		Minimum Resistivity 3 moisture content points (ASTM G 187/CTM 643)	90
- sieve only 1½" to #200, (ASTM D 6913/CTM 202)	135	pH + Minimum Resistivity (CTM 643)	130
- large sieve - 6" to #200 (ASTM D 6913/CTM 202)	175	Sulfate Content - Gravimetric (CTM 417 B Part II)	70
- hydrometer only (ASTM D 422)	110	Sulfate Screen (HACH kit)	30
- sieve + hydrometer (≤3" sieve, ASTM D 422)	185	Chloride Content (AASHTO T291/CTM 422)	70
Dispersive Characteristics of Clay Soil (double hydrometer, ASTM D 4221)	90	Corrosion Suite: minimum resistivity, sulfate, chloride, pH (CTM 643)	245
Specific Gravity-fine (passing #4, ASTM D 854/CTM 207)	125	Organic Matter Content (ASTM 2974)	65
Specific Gravity-coarse (ASTM C 127/CTM 206)	100	<b>SHEAR STRENGTH</b>	
> #4 retained		Pocket Penetrometer	15
- Total Porosity - on Shelby tube sample (calculated from density & specific gravity)	165	Direct Shear (ASTM D 3080, mod., 3 points)	
- Total Porosity - on other sample	155	- Consolidated Undrained - 0.05 inch/min (CU)	285
Photograph of sample	10	- Consolidated Drained - <0.05 inch/min (CD)	345
Shrinkage Limits (Wax Method, ASTM D 4943)	126	Residual Shear EM 1110-2-1906-IXA	50
Pinhole Dispersion (ASTM D 4647)	210	(price per each additional pass after shear)	
Percent Passing #200 Sieve, wash only (ASTM D 1140)	70	Remolding or hand trimming of specimens (3 points)	90
As-Received Moisture & Density (chunk/carved samples)	60	Oriented or block hand trimming (per hour)	65
Sand Equivalent (ASTM D 2419/CTM 217)	105	Single Point Shear	105
<b>COMPACTION &amp; PAVEMENT SUBGRADE TESTS</b>			
Relative Compaction of Untreated & Treated Soils & Aggregates (CTM 216)	250	Torsional Shear (ASTM D 6467 / ASTM D 7608)	820
Relative Density (0.1 ft <sup>3</sup> mold, ASTM D 4253, D 4254)	235	<b>CONSOLIDATION &amp; EXPANSION/SWELL TESTS</b>	
California Bearing Ratio (ASTM D 1883)		Consolidation (ASTM D 2435)	195
- 3 point	500	- Each additional time curve	45
- 1 point	185	- Each additional load/unload w/o time reading	40
R-Value (CTM 301) Untreated	310	Expansion Index (ASTM D 4829)	130
R-Value (CTM 301) Lime or cement treated soils	340	Swell/Collapse – Method A (ASTM D 4546-A, up to 10 load/unloads w/o time curves)	290
Standard Proctor Compaction, (ASTM D 698) 4 points:		Single Load Swell/Collapse - Method B (ASTM D 4546-B, seat, load & inundate only)	105
- 4 inch diameter mold (Methods A & B)	180		
- 6 inch diameter mold (Method C)	215		

METHOD	\$/TEST	METHOD	\$/TEST
<b>TRIAXIAL TESTS</b>		<b>HYDRAULIC CONDUCTIVITY TESTS</b>	
Unconfined Compression Strength of Cohesive Soil (with stress/strain plot, ASTM D 2166)	135	Triaxial Permeability in Flexible-Wall Permeameter with backpressure saturation at one effective stress (EPA 9100/ASTM D 5084, falling head Method C)	310
Unconsolidated Undrained Triaxial Compression Test on Cohesive Soils (USACE Q test, ASTM D 2850, per confining stress)	170	- Each additional effective stress	120
Consolidated Undrained Triaxial Compression Test for Cohesive Soils, (ASTM D 4767, CU, USACE R-bar test) with back pressure saturation & pore water pressure measurement (per confining stress)	375	- Hand trimming of soil samples for horizontal K	60
Consolidated Drained Triaxial Compression Test (CD, USACE S test, with volume change measurement. Price per soil type below EM 1110-2-1908(X):		Remolding of Test Specimens	65
- Sand or silty sand soils (per confining stress)	375	Permeability of Granular Soils (ASTM D 2434)	135
- Silt or clayey sand soils (per confining stress)	500	<b>SOIL-CEMENT</b>	
- Clay soils (per confining stress)	705	Moisture-Density curve for Soil-Cement Mixtures (ASTM D 558)	240
- Three-stage triaxial (sand or silty sand soils)	655	Wet-Dry Durability of Soil-Cement Mixtures (ASTM D 559) <sup>1</sup>	1,205
- Three-stage triaxial (silt or clayey sand soils)	875	Compressive Strength of Molded Soil-Cement Cylinders (ASTM D 1633) per cylinder <sup>1</sup>	60
- Three-stage triaxial (clay soils)	1,235	Soil-Cement Remolded Specimen (for shear strength, consolidation, etc.) <sup>1</sup>	235
Remolding of Test Specimens	65	<sup>1</sup> Compaction (ASTM D 558 maximum density) should also be performed – not included in above price	

**CONSTRUCTION MATERIALS LABORATORY TESTING**

TECHNICIAN SERVICES	\$/UNIT	METHOD	\$/TEST
Pick-up & Delivery – (weekdays, per trip, <50 mile radius from Leighton office)	85	<b>AGGREGATE PROPERTIES</b>	
<b>METHOD</b>		<b>\$/TEST</b>	
<b>CONCRETE STRENGTH CHARACTERISTICS</b>		Sieve Analysis (fine & coarse aggregate, ASTM C 136/CTM 202) with (finer than #200, Wash, ASTM C117)	135
Concrete Cylinders Compression (ASTM C 39) (6" x 12")	25	LA Rattler-smaller coarse aggregate <1.5" (ASTM C 131)	200
Compression, Concrete or Masonry Cores (testing only) ≤6" diameter (ASTM C 42)	40	LA Rattler-larger coarse aggregate 1-3" (ASTM C 535)	250
Trimming concrete cores (per core)	20	Durability Index (CTM 229)	200
Flexural Strength of Concrete (Simple Beam with 3rd pt. Loading, ASTM C 78/CTM 523)	85	Cleaness Value of Coarse Aggregate (CTM 227)	210
Flexural Strength of Concrete (simple beam w/ center point loading, ASTM 293/CTM 523)	85	Unit Weight of Aggregate (CTM 212)	50
Non Shrink Grout Cubes (2" <sup>3</sup> , ASTM C 109/C 1107)	25	Soundness Magnesium (ASTM C 88)	225
Drying Shrinkage (four readings, up to 90 days, 3 bars, ASTM C 157)	400	Soundness Sodium	650
<b>ASPHALT CONCRETE (HMA)</b>		Uncompacted Void Content -fine aggregate (CTM 234)	130
Extraction by Ignition Oven, percent asphalt (ASTM D 6307/CTM 382)	150	Flat & Elongated Particles in Coarse Aggregate (CTM 235)	215
Extraction by Centrifuge, percent asphalt (ASTM D 2172)	150	Percent of Crushed Particles (CTM 205)	135
Gradation of Extracted Aggregate (ASTM D 5444/CTM 202)	135	Organic Impurities in Concrete Sand (CTM 213)	60
Stabilometer Value (CTM 368)	265	Specific Gravity – coarse aggregate (CTM 206)	100
Bituminous Mixture Preparation (CTM 304)	80	Specific Gravity - fine aggregate(CTM 207)	125
Moisture Content of Asphalt (CTM 370)	60	Apparent Specific Gravity of Fine Aggregate (CTM 208)	130
Bulk Specific Gravity – Molded Specimen or Cores (ASTM D 1188/CTM 308)	55	Moisture Content of Aggregates by Oven Drying (CTM 226)	40
Maximum Density - Hveem (CTM 308)	200	Clay Lumps, Friable Particles (ASTM C 142)	175
Theoretical Maximum Density and Specific Gravity of HMA (CTM 309)	130	<b>MASONRY</b>	
Ignition Oven Correction/Correlation Values	quote	Mortar Cylinders (2" by 4", ASTM C 780)	25
Thickness or Height of Compacted Bituminous Paving Mixture Specimens (ASTM 3549)	40	Grout Prisms (3" by 6", ASTM C 1019)	25
Rubberized Asphalt (add to above rates)	+ 25%	Masonry Cores Compression, ≤6" diameter (testing only, ASTM C 42)	40
		CMU Compression to size 8" x 8" x 16" (3 required, ASTM C 140)	45
		CMU Moisture Content, Absorption & Unit Weight (6 required, ASTM C 140)	40
		CMU Linear Drying Shrinkage (ASTM C 426)	175
		CMU Grouted Prisms (compression test ≤8" x 8" x 16", ASTM E 447 C 1314)	180
		CMU Grouted Prisms (compression test > 8" x 8" x 16", ASTM E 447 C 1314)	250
		Masonry Core-Shear, Title 24 (test only)	70

METHOD	\$/TEST	METHOD	\$/TEST
<b>BRICK</b>		<b>STEEL</b>	
Compression (5 required, cost for each, ASTM C 67)	40	Tensile Strength, ≤100,000 pounds axial load (ASTM A 370)	45
<b>SLAB-ON-GRADE MOISTURE EMISSION KIT</b>		Prestressing Wire, Tenslon (ASTM A 416)	150
Moisture Test Kit (excludes labor to perform test, ASTM E 1907)	60	Sample Preparation (cutting)	50
<b>REINFORCING STEEL</b>		<b>SPRAY APPLIED FIREPROOFING</b>	
Rebar Tensile Test, Up to No. 10 (ASTM A 370)	45	Unit Weight (Density, ASTM E 605)	60
Rebar Tensile Test, No. 11 & over (ASTM A 370)	100		
Rebar Bend Test, Up to No. 11 (ASTM A 370)	45		

**EQUIPMENT, SUPPLIES & MATERIALS**

	\$/UNIT		\$/UNIT
1/4" Grab Plates	5 ea	Lockable Equipment Box	15 day
1/4" Tubing (bonded)	0.55 foot	Magnahelic Gauge	15 day
1/4" Tubing (single)	0.35 foot	Manometer	25 day
3/8" Tubing, clear vinyl	0.55 foot	Mileage	IRS rate/mile
4-Gas Meter (RKI Eagle or Similar)	120 day	Nitrile Gloves	20 pair
Air Flow Meter and Purge Pump (200 cc/min)	50 day	Nuclear Moisture and Density Gauge	88 day
Box of 10 soil drive-sample rings	25 day	Pachometer	25 day
Brass Sample Tubes	10 each	pH/Conductivity/Temperature Meter	55 day
Caution Tape (1000-foot roll)	20 each	Photo-Ionization Detector (PID)	110 day
Combination Lock or Padlock	11 each	Pump, Typhoon 2 or 4 stage	50 day
Compressed air tank and regulator	50 day	QED Bladder Pump w/QED control box	160 day
Concrete coring machine (6-inch-dia)	150 day	Resistivity Field Meter & Pins	50 day
Consumables (gloves, rope, soap, tape, etc.)	35 day	Service Vehicle Usage	150 day
Core Sample Boxes	11 each	Slip / Threaded Cap, 2-inch or 4-inch diameter, PVC Schedule 40	15 each
Crack monitor	25 each	Slope Inclinator	50 day
Cutoff Saws, reciprocating, electric (Saws All)	75 day	Soil Sampling T-handle (Encore)	10 day
Disposable Bailers	12 each	Soil Sampling Tripod	35 day
Disposable Bladders	10 each	Stainless Steel Bailer	40 day
Dissolved Oxygen Meter	45 day	Submersible Pump, 10 gpm, high powered	160 day
DOT 55-gallon containment drum with lid	65 each	Grunfos 2-inch with controller	
Double-ring Infiltrometer	125 day	Submersible Sump/Transfer Pump, 10-25 gpm	50 day
Dual-Stage Interface Probe	80 day	Survey/Fence Stakes	8 each
Field Vehicle Usage	17 hour	Tedlar® Bags	18 each
GEM 2000	130 day	Traffic Cones (≤25)/Barricades (single lane)	50 day
Generator, portable gasoline fueled, 3,500 watts	90 day	Turbidity Meter	70 day
Global Positioning System (GPS)	80 day	Tyvek® Suit (each)	18 each
Hand Auger Set	90 day	Vapor Sampling Box	45 day
HDPE Safety Fence	40 roll	VelociCalc	35 day
Horiba U-51 Water Quality Meter	135 day	Visqueen (20' x 100')	100 roll
In-Situ Level Troll 500 (each)	90 day	Water Level Indicator (electronic well sounder) <300 feet deep well	60 day
In-Situ Troll 9500 low flow water sampling equipment	150 day		

Other specialized geotechnical and environmental testing & monitoring equipment are available, and priced per site



- 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: 8

**Date:** September 12, 2013

**Subject:** Interstate 10 Tippecanoe Avenue Interchange Project – Phase II

**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 Commission, at a regularly scheduled Board meeting:

Approve the Plans, Specifications, and Estimate (PS&E) and authorize advertising Invitation for Bids for construction of the Interstate 10 Tippecanoe Phase 2 Interchange Project, and take the award of the construction contract directly to the Board without prior Metro Valley Study Session review.

**Background:** **This is a required approval to allow the Interstate 10 (I-10) Tippecanoe Phase 2 interchange project to proceed to construction.** Staff has been working with California Department of Transportation (Caltrans), the City of Loma Linda, the City of San Bernardino, and Inland Valley Development Agency (IVDA) through a Project Development Team (PDT) to complete the final design of the I-10/Tippecanoe Phase 2 interchange project. This project will widen Tippecanoe Avenue from Anderson/Court Street intersection to the south to the Tippecanoe/Hospitality Lane intersection to the north; will widen Redlands Boulevard from 400 feet west to 500 feet east of Anderson Street; will construct a new westbound loop on-ramp and a new westbound off-ramp; and will widen the westbound overpass structure on Interstate 10.

\*

*Approved*  
 Board Metro Valley Study Session

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

Moved: \_\_\_\_\_ Second: \_\_\_\_\_

In Favor: \_\_\_\_\_ Opposed: \_\_\_\_\_ Abstained: \_\_\_\_\_

Witnessed: \_\_\_\_\_

COG	CTC	X	CTA	SAFE	CMA
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Check all that apply.

MVSS1309b-bmf

The project is almost ready to proceed to construction. It is anticipated that the construction contract invitation for bids advertising period will begin in early January, 2014, with bids opened in March and a construction contract award recommendation presented at the April 2014 Board meeting. This could occur earlier, pending favorable resolution of the last right-of-way parcel acquisition. Construction is anticipated to span about 15 months. Staff is requesting the Board members at the Metro Valley Study Session recommend Board approval of the PS&E and authorization for advertisement of the bid package for construction of this project. At bid opening, an evaluation of funding will be done comparing the actual bid amount with the amount programmed. If the bids come in higher than what is programmed, alternatives will be considered and a recommendation brought forward for the Board's consideration. This construction contract will be recommended for award based on verification of the lowest responsive/responsible bid in accordance with established criteria. Since the award of the contract is based on the lowest responsive/responsible bidder, it is recommended that the award of the construction contract proceed directly to the Board without prior Metro Valley Study Session review. This will allow the execution of the contract and start of construction to occur at the earliest possible date and ensure timely use of Federal funding.

**Financial Impact:** This item is consistent with the SANBAG Fiscal Year 2013/2014 budget under Task No. 0842.

**Reviewed By:** This item is not scheduled for review by any other Policy Committee or Technical Advisory Committee.

**Responsible Staff:** Mike Barnum, Construction Manager



- 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:   9  

**Date:** September 12, 2013

**Subject:** Update on the Integrated Transit and Land Use Planning for the Foothill Boulevard/5<sup>th</sup> Street Transit Corridor

**Recommendation:\*** Receive presentation on the draft findings from the Foothill Boulevard/5<sup>th</sup> Street Transit Corridor planning study.

**Background:** On September 1, 2010, the SANBAG Board of Directors approved SANBAG's application for Caltrans Statewide or Urban Transit Planning grant funding. Based on the grant application SANBAG was awarded a grant from SCAG, who administered the grant fund, to conduct an integrated transit and land use study for the Foothill Boulevard/5<sup>th</sup> Street corridor.

The reason for focusing on the Foothill/5<sup>th</sup> corridor was because the Foothill East Bus Rapid Transit (BRT) corridor was identified in the Long Range Transit Plan (LRTP) that was adopted by the Board of Directors on December 1, 2010 as the next priority BRT corridor following E Street, and it was thought that both Foothill East and Foothill West should be examined together. The study was initiated in September 2012 and the cities through the corridor were asked to participate in an advisory role through the project Technical Advisory Committee (TAC). Representatives from the consultant team will provide a presentation to the Committee.

As the E Street sbX Bus Rapid Transit line is expected to be open for revenue operation in spring of 2014, an objective of this study was to evaluate the next

\*

	<p><i>Approved</i>  <i>Board Metro Valley Study Session</i></p> <p>Date: _____</p> <p>Moved: _____                      Second: _____</p> <p>In Favor: _____      Opposed: _____      Abstained: _____</p> <p>Witnessed: _____</p>
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COG		CTC	X	CTA	X	SAFE		CMA	
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*Check all that apply.*

steps for BRT or express/rapid transit implementation in San Bernardino County. The goals of the study include the following:

- Improve transit mobility, connectivity and accessibility
- Provide cost-effective and efficient transportation services
- Encourage sustainable economic development
- Enhance livability and quality of life

The study included five key elements including:

1. Documentation of existing conditions
2. Identification of express bus/BRT options
3. Land use planning in station areas
4. Evaluation of express bus/BRT options
5. Recommendations and implementation planning

#### ***Existing Conditions***

Historic Route 66 is an automobile-oriented corridor that formerly served as a major thoroughfare between cities. Regional transportation and development focus has gradually shifted to the parallel I-10 and I-210 corridors. Travel patterns along the Foothill Boulevard/5<sup>th</sup> Street corridor were evaluated to provide a setting of existing activity and potential future demands on the corridor. Existing ridership and travel demand information from the San Bernardino County Transportation Analysis Model were the basis of the existing setting analysis. Omnitrans routes 66 and 14 currently provide 15-minute service headways along the corridor with current transit stop spacing of approximately ¼ mile. There is currently no local bus service on 5<sup>th</sup> Street east of downtown San Bernardino.

Corridor demographic data was evaluated within the context of existing and future travel activity. The western part of the corridor is significantly more developed than the eastern part although the eastern part of the corridor is more productive from a transit usage perspective.

#### ***Identify express bus/BRT options***

Based on best practices throughout the transit industry a thorough review was performed to identify enhanced transit service options to serve the Foothill Boulevard/5<sup>th</sup> Street corridor. A significant amount of information was gleaned from the recently completed sbX/BRT Design Guidelines published by Omnitrans. Vehicle and service characteristics were evaluated to assist in the identification of components that could potentially benefit the Foothill Boulevard/5<sup>th</sup> Street corridor. Considerations that improve service characteristics, such as increased travel speed, include bus stop location, fare collection, customer

boarding, vehicle/system branding, station amenities, traffic signal systems, exclusive lanes, real-time arrival information, etc.

Based on best practices, several options were considered for further study and included local bus, rapid/express bus with and without local shadow service and BRT with and without local shadow service. The rapid/express bus options would include reduced headways, optimal stop/station location, branding, signal priority/coordination and operations in mixed flow lanes. Los Angeles County Metro now has an extensive network of express service on arterial roadways branded as “Metro Rapid.” The BRT options would improve upon rapid/express bus service by including exclusive lane operations. The rapid/express bus and BRT options that do not include the current local service would increase stop spacing from the existing local service average of ¼ mile spacing to an average of ½ mile to improve speed while attempting to maintain accessibility as consistent as possible to the current local service. The rapid/express bus and BRT options that include local shadow service would increase stop spacing to an average of one mile spacing. The options specifically identified for further analysis in this study are noted in Table 1 with key attribute assumptions.

**Table 1 – Foothill Boulevard/5<sup>th</sup> Street Transit Corridor Alternatives**

Attributes	Local Bus	Rapid without Local	Rapid With Local	BRT without Local	BRT with Local
Peak headway	15 min	10 min	10 min Rapid 30 min Local	10 min	10 min BRT 30 min Local
Stop spacing	¼ mile	½ mile	1 mile Rapid ¼ mile Local	½ mile	1 mile BRT ¼ mile Local
Number of stops	118	65	37 Rapid 118 Local	65	37 BRT 118 Local
Stops	Standard	Farside	Farside	Farside/Median	Farside/Median
Branding	None	Branded vehicles/stations	Branded vehicles/stations	Branded vehicles/stations	Branded vehicles/stations
Signal priority	None	Yes	Yes	Yes	Yes
Boarding	Standard	Standard or all-door boarding	Standard or all-door boarding	All-door boarding	All-door boarding
Right-of-way	Mixes flow	Mixed flow	Mixed flow	Mixed flow Dedicated Lane	Mixed flow Dedicated Lane

***Land use planning in station areas***

Success and sustainability of future express transit service through the corridor may be dependent upon future corridor demographics defined by the corridor land use patterns. Land use planning was performed to refine the corridor alignment and station locations to maximize potential for transit-supportive land use.

An initial land use assessment was performed to identify the current setting throughout the corridor. The current proliferation of low-density strip

commercial development, automobile-oriented design, fragmented street networks, parcelization and undeveloped and vacant parcels present challenges to sustaining enhanced transit service throughout the corridor. While these challenges may be constraints to the success of near-term enhanced transit service, they present opportunities to support long-term enhanced transit service. Meetings were held with local jurisdictions through the corridor to obtain a better understanding of the historic context and future vision of the corridor. In general, cities have common goals for the Foothill Boulevard corridor and those include revitalizing the streetscape, improving safety, increasing land use density and prioritizing mixed land use development.

Based on the current land use patterns and future vision of the corridor, potential station areas were identified. Station-specific land use plans were developed that take advantage of the future presence of express transit service with a focus on safety, accessibility and mobility.

***Evaluate express bus/BRT options***

Quantitative and qualitative measures were developed by the TAC to compare the various express transit options developed for the corridor. The measures were generally consistent with the measures the Federal Transit Administration uses to evaluate projects that seek Small Starts grant funding. Evaluation measures included travel time, ridership, cost effectiveness and land use, sustainability, and safety, among others.

Based on the evaluation criteria, the near-term recommendation from the study is to implement enhanced transit service with local bus shadow service consistent with the existing local bus service provided on the corridor. In the long-term, BRT service with local bus shadow service consistent with the existing local bus service provided on the corridor was identified as the preferred option. The most feasible segment of the corridor to implement enhanced transit service is the central portion which extends from the Fontana Metrolink station on Sierra Avenue and downtown San Bernardino. This demographic profile of the central portion of the corridor matches consumer markets for enhanced transit service, and this segment connects with the E Street sbX service.

***Recommendations and implementation planning***

Although the findings of the existing corridor setting analysis, route analysis and alternative analysis suggest that enhanced transit is feasible, other factors must be considered prior to moving forward with implementing enhanced transit service in the corridor. While capital and operating costs are included in the alternatives analysis, the evaluation does not evaluate cost in the context of the ability to fund the various alternatives.

The Measure I Valley Express Bus/Bus Rapid Transit Program allocates 2% of the revenue apportioned to the Valley to the development, implementation and operation of express bus and bus rapid transit within the Valley subarea. In addition, some of the capital costs associated with implementation of enhanced transit service could be offset through Federal Transit Administration New/Small Starts grants. However, additional sources of funding above and beyond those available through New/Small Starts grants and Measure I must be identified prior to service implementation.

With capital and operating revenue constrained, the best case scenario for the Foothill Boulevard/5<sup>th</sup> Street corridor appears to be a strategic approach that continues to evaluate low cost improvements that would improve the existing service through the corridor as funding becomes available. Transit signal priority, skip-stop and other low-cost characteristics will continue to be explored to improve existing transit service. SANBAG staff will continue to coordinate with Omnitrans on the next steps for rapid/express bus and BRT activities throughout the San Bernardino Valley.

***Financial Impact:*** This item has no impact to the SANBAG Fiscal Year 2013/2014 Budget.

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

***Responsible Staff:*** Tim Byrne, Chief of Planning



- 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: 10

**Date:** September 12, 2013

**Subject:** Measure I Valley Express Bus (VEB) & Bus Rapid Transit (BRT) Funding Report

**Recommendation:\*** That the following be reviewed and recommended for final approval by the Board of Directors at a regularly scheduled Board meeting:

Suspend future allocations of Measure I Valley Express Bus and Bus Rapid Transit funds on the development of bus rapid transit improvements beyond E Street sbX until Fiscal Year 2018/2019.

**Background:** San Bernardino Associated Governments (SANBAG) continues to support the overall objective of cost effective enhanced transit service throughout the County and specifically the growth of express bus and bus rapid transit service. In addition to the E Street sbX BRT corridor currently under construction, two additional BRT corridors are under review, Foothill Boulevard and Holt Boulevard. The Measure I Valley Express Bus & Bus Rapid Transit Program provides specific funding for development, implementation and operation of express bus and bus rapid transit. However, it is important that transit funding constraints be considered when advancing projects which require large amounts of capital funding and result in overall increases to on-going operational costs.

The SANBAG Long Range Transit Plan (LRTP) prioritizes ten potential BRT corridors. The entire Foothill Boulevard Corridor, listed as the second highest priority BRT corridor after E Street, is currently being evaluated by SANBAG to

\*

*Approved*  
 Board Metro Valley Study Session

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

Moved: \_\_\_\_\_ Second: \_\_\_\_\_

In Favor: \_\_\_\_\_ Opposed: \_\_\_\_\_ Abstained: \_\_\_\_\_

Witnessed: \_\_\_\_\_

COG		CTC	X	CTA	X	SAFE		CMA	
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Check all that apply.

determine the feasibility of implementing enhanced transit service that may include BRT. Omnitrans is also reviewing potential improvements to the Holt Boulevard corridor, which is considered the third priority in the LRTP. While there are benefits to studying BRT or other enhanced transit services on both of these corridors, it is important that viable funding plans for sustaining these operational improvements also be identified.

The VEB Program currently receives two percent (2%) of the Measure I revenue collected in the Valley Subarea, or about \$2.2 million annually, in today's dollars, until Fiscal Year 2020/2021. Starting in Fiscal Year 2020/2021 per the Measure I ordinance, the amount of revenue available to the VEB Program increases to five percent (5%) of the Valley Subarea revenue. In addition, in Fiscal Year 2020/2021 the ordinance allows SANBAG to increase the allocation up to ten percent (10%). Increases to the VEB Program are offset by a decrease to the Valley Major Streets Program. Cumulative VEB revenue available, assuming a three percent (3%) annual escalation and an increase to five percent (5%) of the Valley Subarea revenue in Fiscal Year 2020/2021, is estimated to be \$16 million at the end of Fiscal Year 2018/2019 and \$134 million at the end of the Measure's life in Fiscal Year 2039/2040.

For the Foothill and Holt Corridors, both SANBAG and Omnitrans have completed conceptual estimates for capital and annual operating costs for several service improvement options spanning from "light" express bus to full BRT service improvements. As depicted in Table 1, the capital costs for BRT options exceed the estimated available funding for the entirety of the current VEB Measure I Ordinance. Although additional federal and state funding sources are available, including Very Small Starts and Small Starts Grants, none of these provide enough funding to cover the capital costs associated with implementing BRT service along these corridors.

Table 1 – BRT Corridor Service Improvement Costs

Option	Capital Cost	Annual Operating Cost Increase
<b>Foothill Boulevard Corridor</b>		
Rapid Bus Service	\$68 - \$90 M	\$3.1 - \$8.5 M
BRT Service	\$274 - \$447 M	\$4.6 - \$11.8 M
<b>Holt Boulevard Corridor</b>		
Transportation System Management	\$13 M	\$6.1 M
Rapid Bus Service	\$49 M	\$1.8 M
BRT Service	\$147 - \$242 M	\$1.4 - \$2.7 M

In addition to limited capital funds available to initialize a BRT project, a lack of available operating funding has also been identified. The revenue and cost

projections analysis recently conducted as part of the Omnitrans Comprehensive Operational Analysis indicates that the ability to fund the current operation level is constrained, estimating a total shortfall of \$14 million over the next five years.

Consequently, the implementation of any additional BRT service beyond the E Street sbX service is not feasible for the foreseeable future. However, other service improvements, such as traffic signal prioritization and skip stop service, should continue to be considered as these have lower capital and annual operating costs and will enhance service along the most used corridors such as Foothill and Holt Boulevards.

Given the funding constraints for transit operations, a range of feasible options must be considered and a consensus developed on the appropriate approach prior to further project development of BRT corridors. Thus, SANBAG staff requests the Commuter Rail and Transit Committee recommend the SANBAG Board suspend future allocations of Measure I Valley Express Bus and Bus Rapid Transit funds on the development of bus rapid transit improvements beyond E Street sbX until Fiscal Year 2018/2019.

***Financial Impact:*** This item has no direct financial impact on the adopted budget.

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

***Responsible Staff:*** Justin Fornelli, PE  
Chief of Transit and Rail Programs



- 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: 11

**Date:** September 12, 2013

**Subject:** Fund Estimate for the 2014 State Transportation Improvement Program

**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 Commission, at a regularly scheduled Board of Directors meeting:

1. Receive report on the 2014 State Transportation Improvement Program Fund Estimate and adoption schedule.
2. Direct staff to compile the 2014 Regional Transportation Improvement Program for Board approval in November and submit to the California Transportation Commission by December 15, 2013.

**Background:** State law requires adoption of a Fund Estimate (FE) prepared by Caltrans in the summer of each odd numbered year as a basis for preparation and adoption of the State Transportation Improvement Program (STIP) by the California Transportation Commission (CTC) in April of each even year. The FE was adopted by the CTC on August 6, 2013.

The FE identifies a total programming capacity of \$3.4 billion available statewide over the next five years, of which about \$1.2 billion is new programming capacity. All of the new STIP capacity will be programmed in the later part of the five-year cycle (Fiscal Years 2017/18 and 2018/19). STIP capacity does not include federal commitments for Transportation Enhancements (TE) as it did in

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	<p><i>Approved</i>          Board Metro Valley Study Session</p> <p>Date: _____</p> <p>Moved: _____ Second: _____</p> <p>In Favor: _____ Opposed: _____ Abstained: _____</p> <p>Witnessed: _____</p>											
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Check all that apply.

the past because Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21) changed the way TE funds are distributed throughout the State. In addition, there is no new Public Transportation Account (PTA) STIP programming capacity in 2014 STIP. The PTA funds Caltrans' transportation planning, mass transportation, Intercity Rail programs, and STIP transit projects. PTA resources are derived primarily from the sales taxes on diesel fuel. With the enactment of the fuel tax swap in 2011, most of the funds generated by the sales tax on diesel fuel are transferred to the State Transit Assistance fund, so there is no longer PTA remaining to fund capital projects in the STIP.

Table 1 shows the current programming for San Bernardino County totaling about \$125 million, which includes all projects that have not received allocation of STIP funds from the CTC. San Bernardino receives about 4.75% of the statewide total of new programming capacity, or \$56.92 million. Because \$5.969 million was programmed in advance during the 2012 STIP cycle, the FE shows a net share of \$51.066 million for San Bernardino County, which will be available in Fiscal Year 17/18 and Fiscal Year 18/19.

**Table 1**  
**Current STIP Programming for San Bernardino County**

Current Programmed Project (in thousands)	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18-18/19
Planning Programming and Monitoring	\$1,200	\$1,200	\$1,200	\$1,800	
I-15 NB lane Victorville-Barstow Phase 2	\$23,564				
Rte 138 Widening	\$15,450				
I-10 HOV lanes, Haven to Ford Street			\$40,000		
Rte 215 Barton Rd. Interchange Reconstruction	\$17,400		\$22,611		
<b>Total Programmed</b>	<b>\$57,614</b>	<b>\$1,200</b>	<b>\$63,811</b>	<b>\$1,800</b>	
Advanced share from 2012 STIP					-\$5,969
Lapsed funds returned from FY 11/12-12/13					\$115
2014 STIP New Programming Capacity					\$56,920
<b>Net New Programming Capacity (FY 17/18 and 18/19)</b>					<b>\$51,066</b>

The SANBAG 10-Year Delivery Plan identified a total of \$67 million of future STIP funding from the 2014 STIP period for the following projects:

- SR-210 Widening - \$43.52 million for construction in Fiscal Year 2016/17
- I-215 Mount Vernon/Washington St. Interchange - \$20 million for construction in Fiscal Year 2018/19

- US-395 Corridor Interim Widening - \$3.5 million for final design (In April 2013 the Board advanced federal funds planned for future phases of this project so that final design could begin in 2013.)

This is \$16 million over the available 2014 STIP capacity. Staff will be reviewing current project schedules and the availability of other fund sources to ensure that the schedules for these projects are not impacted by this reduction in projected funding. This is being analyzed comprehensively as part of the 2014 Update to the 10-Year Delivery Plan. Staff anticipates discussion of this Update to begin in October, with Board adoption scheduled for December 2013.

The Regional Transportation Improvement Program (RIP) is to be submitted to the CTC by December 15, 2013, and final CTC adoption of the 2014 STIP is scheduled for March 20, 2014. Staff is beginning development of programming and scheduling priorities for the 2014 STIP and will be presenting recommendations to the Committees in October for approval by the Board in November 2013. Below is the complete schedule:

September 2013	Staff presents 2014 STIP FE to Board Metro Valley Study Session and Mountain/Desert Policy Committee for information and discussion.
October 9, 2013	Staff presents 2014 RIP to General Policy Committee for recommendation of approval to the Board.
November 6, 2013	Staff presents 2014 RIP to SANBAG Board for approval.
December 15, 2013	SANBAG Submits 2014 RIP to the CTC to be included in the 2014 STIP.
January 30, 2014	CTC conducts North STIP Hearing.
February 4, 2014	CTC conducts South STIP Hearing.
February 28, 2014	CTC publishes staff recommendations.
March 20, 2014	CTC adopts 2014 STIP.

**Financial Impact:** This item has no impact on the adopted Fiscal Year 2013/2014 Budget.

**Reviewed By:** This item was reviewed by the Transportation Technical Advisory Committee on September 9, 2013, and is scheduled for review by the Mountain/Desert Policy Committee on September 13, 2013.

**Responsible Staff:** Andrea Zureick, Director of Fund Administration & Programming



- 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: 12

**Date:** September 12, 2013

**Subject:** California Department of Transportation Master Agreement – State Funded Transit Projects

**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 Commission, at a regularly scheduled Board of Directors meeting:

1. Approve the Master Agreement, C14042, with California Department of Transportation for State Funded Transit Projects, which establishes general procedures in order to meet the administrative requirements of state-funded projects.
2. Adopt Resolution No. 14-002 authorizing the Executive Director and/or his designee to execute the Master Agreement and all Program Supplements for state-funded transit projects and any amendments thereto with the California Department of Transportation.

**Background:** The Master Agreement with the California Department of Transportation (Caltrans) includes basic provisions to ensure state and federal laws and regulations are met for state-funded projects. Caltrans utilizes Master

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	<p><i>Approved</i>  <i>Board Metro Valley Study Session</i></p> <p>Date: _____</p> <p>Moved: _____ Second: _____</p> <p>In Favor: _____ Opposed: _____ Abstained: _____</p> <p>Witnessed: _____</p>											
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Check all that apply.

MVSS1309a-vj  
<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/C14042.pdf>  
<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/RES14002.doc>

Agreements, and associated Program Supplements, for state-funded transit projects in order to properly administer and reimburse state transit funds to regional and local agencies. Substantial revisions were made to the programming and funding process for the transportation projects programmed in the State Transportation Improvement Program, by Chapter 622 (SB 45) of the Statutes of 1997. The statutes related to state-funded transit projects require SANBAG to execute an agreement with Caltrans before it can be reimbursed for project expenditures.

Specific projects will have individual Program Supplements to this agreement which establish specific dollar amounts and specific conditions of the individual projects. SANBAG accepts funding for projects through Program Supplements to the Master Agreement. To continue with current practice, this item also authorizes the Executive Director to execute the Master Agreement and all Program Supplements for State-Funded Transit Projects and any Amendments thereto with the California Department of Transportation, provided that the SANBAG Board of Directors has taken prior action to approve specific projects and the associated costs.

***Financial Impact:*** This item has no impact upon the SANBAG Budget. No funds are obligated by the execution of this agreement alone.

***Reviewed By:*** This item is not scheduled for review by any other Policy Committee or Technical Advisory Committee. SANBAG General Counsel has reviewed this item and a draft of the resolution and agreement.

***Responsible Staff:*** Vanessa Jezik, Transportation Programming Analyst



## CONTRACT SUMMARY SHEET

Contract No. C 14042 Amendment No. \_\_\_\_\_

By and Between

SANBAG and California Department of Transportation

Contract Description Master Agreement with California, Department of Transportation for State-funded Transit Projects

**Board of Director's Meeting Date:** 10/2/2013  
**Overview of BOD Action:** Approve Master Agreement; authorize Executive Director to execute agreement and program supplements as needed.

Is this a Sole-Source procurement?  Yes  No

### CONTRACT OVERVIEW

Original Contract Amount	\$	0	Original Contingency Amount	\$	
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>0</b>	<b>TOTAL CONTINGENCY VALUE</b>	<b>\$</b>	
<b>TOTAL BUDGET AUTHORITY (contract value + contingency)</b>				<b>\$</b>	<b>0</b>

Contract Start Date June 1, 2013	Current Contract Expiration Date June 1, 2023	Revised Contract Expiration Date
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

### FINANCIAL INFORMATION

Budget authority for this contract currently exists in Task No. 0373.

A Budget Amendment is required.

How are we funding current FY? N/A

Federal Funds  
  State Funds  
  Local Funds  
  TDA Funds  
  Measure I Funds

*Provide Brief Overview of the Overall Funding for the duration of the Contract:* The Master Agreement with the California Department of Transportation (Caltrans) includes basic provisions to ensure state and federal laws and regulations are met for state-funded projects. SANBAG accepts funding for projects through Program Supplements to the Master Agreement, however, no funds are obligated by the execution of this agreement alone. Funds will not pass through SANBAG budget due to this agreement.

Payable    Receivable

### CONTRACT MANAGEMENT INFORMATION

**Check all applicable boxes:**

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

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

Vanessa Jezic  
 Project Manager (Print Name)

Andrea Wreick  
 Task Manager (Print Name)

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

[Signature]  
 Signature

Andrea Wreick  
 Signature

Andrea Wreick  
 Signature

8-29-13  
 Date

8/29/13  
 Date

8/29/13  
 Date

Contract Administrator (Print Name)

Signature

Date

Chief Financial Officer (Print Name)

Signature

Date

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# **Master Agreement State Funded Transit Projects**



## **California Department of Transportation**

**DIVISION OF MASS TRANSPORTATION  
1120 N STREET, ROOM 3300  
P. O. BOX 942874, MS-39  
SACRAMENTO, CA 94274-0001  
PHONE (916) 657-3876**

**STATE OF CALIFORNIA  
 DEPARTMENT OF TRANSPORTATION  
 DIVISION OF MASS TRANSPORTATION**

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**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
DIVISION OF MASS TRANSPORTATION**

**MASTER AGREEMENT  
STATE FUNDED TRANSIT PROJECTS**

**Effective Date of this Agreement:** June 1, 2013  
**Termination Date of this Agreement:** June 1, 2023  
**Recipient:** SANBAG acting in its capacity as the San Bernardino County Transportation Commission

**APPLICABLE FUNDING SOURCES COVERED BY THIS AGREEMENT WILL BE IDENTIFIED IN EACH SPECIFIC PROGRAM SUPPLEMENT ADOPTING THE TERMS OF THIS AGREEMENT**

- ◆ **General Fund**
- ◆ **State Highway Account**
- ◆ **Public Transportation Account**
- ◆ **Transportation Investment Fund**
- ◆ **Traffic Congestion Relief Fund (TCR), GC 14556.40**
- ◆ **Clean Air and Transportation Improvement Act of 1990 (PROP. 116) Bond Fund**
- ◆ **Other State Funding Sources**

This AGREEMENT, entered into effective as of the date set forth above, is between the signatory public entity identified hereinabove, hereinafter referred to as **RECIPIENT**, and the STATE OF CALIFORNIA, acting by and through its Department of Transportation, hereinafter referred to as **STATE**.

**ARTICLE I - PROJECT ADMINISTRATION**

**Section 1. Program Supplement**

**A. General**

- (1) This AGREEMENT shall have no force and effect with respect to any PROJECT unless and until a separate PROJECT specific "PROGRAM SUPPLEMENT – STATE FUNDED TRANSIT PROJECT(S)," hereinafter referred to as "PROGRAM SUPPLEMENT," adopting all of the terms and conditions of this AGREEMENT has been fully executed by both **STATE** and **RECIPIENT**.
- (2) **RECIPIENT** agrees to complete each defined PROJECT, or the identified PROJECT Phase/Component thereof, described in the PROGRAM SUPPLEMENT adopting all of the terms and conditions of this AGREEMENT.

- (3) A financial commitment of actual PROJECT funds will only occur in each detailed and separate PROGRAM SUPPLEMENT. No funds are obligated by the prior execution of this AGREEMENT alone.
- (4) **RECIPIENT** further agrees, as a condition to the release and payment of the funds encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all the agreed-upon Special Covenants and Conditions attached to or made a part of the PROGRAM SUPPLEMENT identifying and defining the nature of that specific PROJECT.
- (5) The PROGRAM SUPPLEMENT shall include: a detailed Scope of Work conforming to the included Project Description, a Project Schedule, an Overall Funding Plan, and a Project Financial Plan as required by the applicable Program Guidelines.
  - a. The Scope of Work shall include a detailed description of the PROJECT and will itemize the major tasks and their estimated costs.
  - b. The Project Schedule shall include major tasks and/or milestones and their associated beginning and ending dates and duration.
  - c. The Overall Funding Plan shall itemize the various PROJECT Components, the committed funding program(s) or source(s), and the matching funds to be provided by **RECIPIENT** and/or other funding sources, if any [these Components include Environmental and Permits; Plans, Specifications and Estimates (PS&E); Right-of-Way (ROW); and Construction (including transit vehicle acquisition)].
  - d. The Project Financial Plan shall identify estimated expenditures for each PROJECT Component by funding source.
- (6) Adoption and execution of the PROGRAM SUPPLEMENT by **RECIPIENT** and **STATE**, incorporating the terms and conditions of this AGREEMENT into the PROGRAM SUPPLEMENT as though fully set forth therein, shall be sufficient to bind **RECIPIENT** to these terms and conditions when performing the PROJECT. Unless otherwise expressly delegated to a third-party in a resolution by **RECIPIENT**'s governing body, which delegation must be expressly assented to and concurred in by **STATE**, the PROGRAM SUPPLEMENT shall be managed by **RECIPIENT**.
- (7) The estimated cost and scope of each PROJECT will be as described in the applicable PROGRAM SUPPLEMENT. **STATE** funding participation for each PROJECT is limited to those amounts actually encumbered by **STATE** as evidenced in that applicable PROGRAM SUPPLEMENT. A contract awarded by **RECIPIENT** for PROJECT work in an amount in excess of said approved estimate or the PROGRAM SUPPLEMENT funding limit may exceed any said PROGRAM SUPPLEMENT cost estimate and the limits of **STATE**'s participation provided:
  - a. **RECIPIENT** provides the necessary additional funding, or
  - b. A cost increase in **STATE**'s share of PROJECT funding is first requested by **RECIPIENT** (before the cost overrun occurs) and that increase is approved by **STATE**

in the form of an Allocation Letter comprising the encumbrance document for that increased STATE funding level.

- (8) State programmed fund amounts may be increased to cover PROJECT cost increases only if:
  - a. Such funds are available;
  - b. STATE concurs with that proposed increase; and
  - c. STATE issues an approved Allocation Letter, Fund Shift Letter, or a Time Extension Letter with additional funding as stated in an executed amendment to that PROGRAM SUPPLEMENT.
- (9) When additional State programmed funds are not available, **RECIPIENT** agrees that reimbursements of invoiced PROJECT costs paid to **RECIPIENT** will be limited to, and shall not exceed, the amounts already approved in the PROGRAM SUPPLEMENT containing the STATE approved encumbrance documents and that any increases in PROJECT costs above that STATE supported funding level must be defrayed by **RECIPIENT** with non-State funds.
- (10) For each approved PROGRAM SUPPLEMENT, **RECIPIENT** agrees to contribute at least the statutorily or other required local contribution of appropriate matching funds (other than State funds) if any matching funds are specified within the PROGRAM SUPPLEMENT, or any attachment thereto, toward the actual cost of the PROJECT or the amount, if any, specified in an executed SB 2800 (Streets and Highways Code section 164.53) Agreement for local match fund credit, whichever is greater. **RECIPIENT** shall contribute not less than the required match amount toward the cost of the PROJECT in accordance with a schedule of payments as shown in a Project Financial Plan prepared by **RECIPIENT** as part of a PROGRAM SUPPLEMENT.
- (11) Upon the stated expiration date of this AGREEMENT, any PROGRAM SUPPLEMENTS executed under this AGREEMENT for a PROJECT with work yet to be completed pursuant to the approved Project Schedule shall be deemed to extend the term of this AGREEMENT only to conform to the specific PROJECT termination or completion date contemplated by the applicable PROGRAM SUPPLEMENT to allow that uncompleted PROJECT to be administered under the extended terms and conditions of this AGREEMENT.

**B. Project Overrun**

- (1) If **RECIPIENT** and STATE determine, at any time during the performance of a PROJECT, that the PROJECT budget may be exceeded, **RECIPIENT** shall take the following steps:
  - a. Notify the designated STATE representative of the nature and projected extent of the overrun and, within a reasonable period thereafter, identify and quantify potential cost savings or other measures which **RECIPIENT** will institute to bring the Project Budget into balance; and
  - b. Schedule the projected overrun for discussion at the next Quarterly Review meeting; and

- c. Identify the source of additional **RECIPIENT** or other third party funds that can be made available to complete **PROJECT**.

### C. *Scope of Work*

- (1) **RECIPIENT** shall be responsible for complete performance of the work described in the approved **PROGRAM SUPPLEMENT** for the **PROJECT** related to the commitment of encumbered funds. All work shall be accomplished in accordance with the applicable provisions of the Public Utilities Code, the Streets and Highways Code, the Government Code, and other applicable statutes and regulations.
- (2) **RECIPIENT** acknowledges and agrees that **RECIPIENT** is the sole control and manager of each **PROJECT** and its subsequent employment, operation, repair and maintenance for the benefit of the public. **RECIPIENT** shall be solely responsible for complying with the funding and use restrictions established by (a) the statutes from which these funds are derived, (b) the California Transportation Commission (CTC), (c) the State Treasurer, (d) the Internal Revenue Service, (e) the applicable **PROGRAM SUPPLEMENT**, and (f) this **AGREEMENT**.

### D. *Program Supplement Amendments*

**PROGRAM SUPPLEMENT** amendments will be required whenever there are CTC-approved changes to the cost, scope of work, or delivery schedule of a **PROJECT** from those specified in the original **PROJECT** Application and the original **PROGRAM SUPPLEMENT**. Those changes shall be mutually binding upon the Parties only following the execution of a **PROGRAM SUPPLEMENT** amendment.

## Section 2. Allowable Costs and Payments

### A. *Allowable Costs and Progress Payment Vouchers*

- (1) Not more frequently than once a month, but at least quarterly, **RECIPIENT** will prepare and submit to **STATE** (directed to the attention of the appropriate State District Transit Representative) signed Progress Payment Vouchers for actual **PROJECT** costs incurred and paid for by **RECIPIENT** consistent with the Scope of Work document in the **PROGRAM SUPPLEMENT** and **STATE** shall pay those uncontested allowable costs once the voucher is approved. If no costs were incurred during any given quarter, **RECIPIENT** is exempt from submitting a signed Progress Payment Voucher; but is still required to present a progress report at each Quarterly Review.
- (2) **STATE** shall not be required to reimburse more funds, cumulatively, per quarter of any fiscal year greater than the sums identified and included in the **PROJECT** Financial Plan. However, accelerated reimbursement of **PROJECT** funds in excess of the amounts indicated in the Project Financial Plan, cumulatively by fiscal year, may be allowed at the sole discretion of **STATE** if such funds are available for encumbrance to fulfill that need.

- (3) Each such voucher will report the total of PROJECT expenditures from all sources (including those of **RECIPIENT** and third parties) and will specify the percent of State reimbursement requested and the fund source. The voucher should also summarize State money requested by PROJECT component (environmental and permits, plans specifications, and estimates (PS&E); right of way; construction; rolling stock; or--if bond funded--private activity usage) and phase, and shall be accompanied by a report describing the overall work status and progress on PROJECT tasks. If applicable, the first voucher shall also be accompanied by a report describing any tasks specified in the PROGRAM SUPPLEMENT which were accomplished prior to the Effective Date of this AGREEMENT or the PROGRAM SUPPLEMENT with costs to be credited toward any required local contribution described in Article II, Section 1 of this Agreement (but only if expended pursuant to any applicable prior executed Agreement for Local Match Fund Credit between **RECIPIENT** and **STATE**).
- (4) An Indirect Cost Rate Proposal and/or Central Service Cost Allocation plan and related documentation approved under cognizant agency regulations are to be provided to **STATE** (Caltrans Audits & Investigations) annually for their review, and approval and filing prior to **ADMINISTERING AGENCY** seeking reimbursement of indirect costs incurred within each fiscal year being claimed for reimbursement.

**B. Advance Payments (TCR Projects Only)**

- (1) Advance reimbursements or payments by **STATE** are not allowed except in the case of TCR funded Projects, and only then when expressly authorized by the CTC.
- (2) In order to receive a CTC approved TCR payment advance, **RECIPIENT** must provide duplicate signed invoices to **STATE** requesting payment of that authorized advance.
- (3) For TCR Projects approved for advanced payment allocation by the CTC, said advance payment shall be deposited by **RECIPIENT** in an interest bearing account held by institutions with long-term credit ratings of "AA" or better from at least two nationally recognized credit rating agencies, or in instruments issued by and secured by the full faith and credit of the U.S. Government or by an agency of the U.S. Government. No TCR interest earnings may be spent on the PROJECT. Interest earned shall be recorded and documented from the time the TCR funds are first deposited in **RECIPIENT**'s account until all the approved TCR advance funds have been expended or returned to **STATE** together with all accrued interest. Interest earned shall be reported to **STATE**'s Project Coordinator on an annual basis and upon the final PROJECT payment when interest earnings, overpayments, and unexpended advanced TCR funds shall be returned to **STATE** no later than thirty (30) days after PROJECT completion or termination of the PROGRAM SUPPLEMENT, whichever is first in time.
- (4) Advanced funds are to be expended only as indicated in the approved TCR Application. **RECIPIENT** must be able to document the expenditures/disbursement of funds advanced to only pay for actual allowable PROJECT costs incurred.

- (5) Except as expressly allowed hereinbelow, non-TCR funds and TCR project funds not authorized for advance payment can only be released by **STATE** as reimbursement of actual allowable **PROJECT** costs already incurred and paid for by **RECIPIENT** no earlier than the effective date of this **AGREEMENT** and not incurred beyond the **AGREEMENT/PROGRAM SUPPLEMENT Termination Date**.
- (6) Where advance payments are authorized in a **PROGRAM SUPPLEMENT**, **RECIPIENT** must report and document the expenditure/disbursement of funds advanced to pay for actual eligible **PROJECT** costs incurred, at least quarterly, using a Progress Payment Voucher to be approved by **STATE's** District Project Administrator.

#### *C. Expedited Payments*

Should **RECIPIENT** have a valid Memorandum of Understanding (MOU) for "Expedited Payment" on file with **STATE's** Accounting Service Center, **RECIPIENT** will, not more frequently than as authorized by that MOU, prepare and submit to **STATE** an Expedited Payment Invoice for reimbursements that are consistent with that MOU, this **AGREEMENT**, and the applicable **PROGRAM SUPPLEMENT**. Expedited Payments are subject to policies established in the Caltrans Accounting Manual. One time payments and final payments eligible for expedited pay pursuant to this Section will have ten percent (10%) of each invoice amount withheld until **PROJECT** completion and **STATE** has evaluated **RECIPIENT's** performance and made a determination that all requirements assumed under this **AGREEMENT** and the relevant **PROGRAM SUPPLEMENT** have been satisfactorily fulfilled by **RECIPIENT**.

#### *D. Advance Expenditure of Local Funds*

Government Code section 14529.17 (AB 872) allows public agencies to expend their own funds on certain programmed projects prior to the CTC's allocation of funds, and, upon receipt of CTC approval, to then seek reimbursement for those allowable prior expenditures following execution of a **PROGRAM SUPPLEMENT** wherein **STATE** acknowledges and accepts those statutorily authorized prior expenditures as a credit towards a required **RECIPIENT** match, (if any) or as eligible **PROJECT** expenditures for reimbursement.

#### *E. Travel Reimbursement*

Payments to **RECIPIENT** for **PROJECT** related travel and subsistence expenses of **RECIPIENT** forces and its subcontractors claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid rank and file State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by **RECIPIENT** are in excess of those authorized DPA rates, then **RECIPIENT** is responsible for the cost difference, and any overpayments inadvertently paid by **STATE** shall be reimbursed to **STATE** by **RECIPIENT** on demand.

#### *F. Final Invoice*

The **PROGRAM SUPPLEMENT Termination Date** refers to the last date for **RECIPIENT** to incur valid **PROJECT** costs or credits and is the date that the **PROGRAM SUPPLEMENT** expires.

**RECIPIENT** has one hundred and eighty (180) days after that Termination Date to make already incurred final allowable payments to **PROJECT** contractors or vendors, prepare the **PROJECT** Closeout Report, and submit the final invoice to **STATE** for reimbursement of allowable **PROJECT** costs before those remaining State funds are unencumbered and those funds are reverted as no longer available to pay any **PROJECT** costs. **RECIPIENT** expressly waives any right to allowable reimbursements from **STATE** pursuant to this **AGREEMENT** for costs incurred after that termination date and for costs invoiced to **RECIPIENT** for payment after that one hundred and eightieth (180<sup>th</sup>) day following the **PROJECT** Termination Date.

## **ARTICLE II – GENERAL PROVISIONS**

### **Section 1. Funding**

#### *A. Local Match Funds*

Subparagraphs “(1) and (2)” within this Section 1.A. apply only to those **PROJECTS** where the **PROJECT** funding is programmed to require a local match. (See individual Program Guidelines for specific funding requirements).

- (1) Except where specifically allowed by the applicable **PROGRAM SUPPLEMENT**, reimbursement of and credits for local matching funds will be made or allowed only for work performed after the Effective Date of a **PROGRAM SUPPLEMENT** and prior to the Termination Date unless permitted as local match **PROJECT** expenditures made prior to the effective date of the **PROGRAM SUPPLEMENT** pursuant to Government Code section 14529.17 or by an executed SB 2800 Agreement for Local Match Fund Credit.
- (2) **RECIPIENT** agrees to contribute at least the statutorily or other required local contribution of matching funds (other than State or federal funds), if any is specified within the **PROGRAM SUPPLEMENT** or any attachment thereto, toward the actual cost of the **PROJECT** or the amount, if any, specified in any executed SB 2800 (Streets and Highways Code Section 164.53) Agreement for local match fund credit, whichever is greater. **RECIPIENT** shall contribute not less than its required match amount toward the **PROJECT** cost in accordance with a schedule of payments as shown in the Project Financial Plan prepared by **RECIPIENT** and approved by **STATE** as part of a **PROGRAM SUPPLEMENT**.

#### *B. Funding Contingencies*

Delivery by **STATE** of all funds encumbered to reimburse allowable **PROJECT** costs pursuant to this **AGREEMENT** is contingent upon prior budget action by the Legislature, fund allocation by the CTC or the United States Department of Transportation, and submittal by **RECIPIENT** and approval by **STATE** of all **PROJECT** documentation, including, without limitation, that required by Government Code section 14085. In the event of the imposition of additional conditions, delays, or a cancellation or reduction in funding, as approved by the Legislature, the CTC or the United States Department of Transportation, **RECIPIENT** shall be excused from meeting the time and expenditure constraints set forth in the Project Financial Plan and the Project Schedule to the extent of such delay, cancellation or

reduction and the PROGRAM SUPPLEMENT will be amended to reflect the resultant necessary changes in PROJECT funding, scope, or scheduling.

*C. Funds Movement*

**RECIPIENT** shall not make any proposed changes in any of the four PROJECT expenditure Components (Environmental and Permits, PS&E, Right-of-Way and Construction), including major equipment acquisitions without prior written **STATE** approval. **STATE** will also determine whether those proposed changes are significant enough to warrant CTC review. Specific rules and guidelines regarding this process may be detailed in the applicable CTC Resolutions, including, but not limited to, numbers G-06-04 and G-06-20 or their successors.

**Section 2. Audits and Reports**

*A. Cost Principles*

- (1) **RECIPIENT** agrees to comply with Title 2 Code of Federal Regulations 225 (2 CFR 225) Cost Principles for State and Local Government, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- (2) **RECIPIENT** agrees, and will assure that its contractors and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) those parties shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving PROJECT funds as a contractor or sub-contractor under this AGREEMENT shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- (3) Any PROJECT costs for which **RECIPIENT** has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR 225, Chapter 1, Part 31 or 49 CFR, Part 18, are subject to repayment by **RECIPIENT** to **STATE**. Should **RECIPIENT** fail to reimburse moneys due **STATE** within thirty (30) days of demand, or within such other period as may be agreed in writing between the Parties hereto, **STATE** is authorized to intercept and withhold future payments due **RECIPIENT** from **STATE** or any third-party source, including but not limited to, the State Treasurer, the State Controller and the CTC.

*B. Record Retention*

- (1) **RECIPIENT** agrees, and will assure that its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred PROJECT costs and matching funds by line item for the PROJECT. The accounting system of **RECIPIENT**, its contractors and all subcontractors shall conform to Generally

Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of **RECIPIENT**, its contractors and subcontractors connected with **PROJECT** performance under this **AGREEMENT** and each **PROGRAM SUPPLEMENT** shall be maintained for a minimum of three (3) years from the date of final payment to **RECIPIENT** under a **PROGRAM SUPPLEMENT** and shall be held open to inspection, copying, and audit by representatives of **STATE**, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by **RECIPIENT**, its contractors, and subcontractors upon receipt of any request made by **STATE** or its agents. In conducting an audit of the costs and match credits claimed under this **AGREEMENT**, **STATE** will rely to the maximum extent possible on any prior audit of **RECIPIENT** pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by **RECIPIENT**'s external and internal auditors may be relied upon and used by **STATE** when planning and conducting additional audits.

- (2) For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of **RECIPIENT**'s contracts with third parties pursuant to Government Code section 8546.7, **RECIPIENT**, **RECIPIENT**'s contractors and subcontractors and **STATE** shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such **AGREEMENT** and **PROGRAM SUPPLEMENT** materials available at their respective offices at all reasonable times during the entire **PROJECT** period and for three (3) years from the date of final payment to **RECIPIENT** under any **PROGRAM SUPPLEMENT**. **STATE**, the California State Auditor, or any duly authorized representative of **STATE** or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a **PROJECT** for audits, examinations, excerpts, and transactions, and **RECIPIENT** shall furnish copies thereof if requested.
- (3) **RECIPIENT**, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by **STATE**, for the purpose of any investigation to ascertain compliance with this **AGREEMENT**.

#### C. *Quarterly Review*

- (1) Subject to the discretion of **STATE**, **RECIPIENT** and **STATE** agree to conduct, on a quarterly basis, on-site reviews of all aspects of the progress of each **PROJECT**. **RECIPIENT** agrees, during each quarterly progress review, to inform **STATE** regarding:
  - a. Whether the **PROJECT** is proceeding on schedule and within budget;
  - b. Any requested changes to the Project Description, Scope of Work, Project Schedule, Overall Funding Plan, or Project Financial Plan contained in a **PROGRAM SUPPLEMENT**;

- c. Major construction accomplishments during the quarter;
  - d. Any actual or anticipated problems which could lead to delays in schedule, increased costs or other difficulties;
  - e. The status of the PROJECT budget; and
  - f. The status of critical elements of PROJECT.
- (2) Quarterly reviews of **RECIPIENT** progress will include consideration of whether reported implementation activities are within the scope of the PROJECT PROGRAM SUPPLEMENT and in compliance with State laws, regulations, and administrative requirements.

### Section 3. Special Requirements

#### A. California Transportation Commission (CTC) Resolutions

- (1) **RECIPIENT** shall adhere to applicable CTC policies on "Timely Use of Funds" as stated in Resolution G-06-04, adopted April 26, 2006, addressing the expenditure and reimbursement of TCR funds; and Resolution G-09-11, adopted October 14, 2009, to provide guidance for the use of Proposition 116 and STIP funds. These resolutions, and/or successor resolutions in place at the time a PROGRAM SUPPLEMENT is executed, shall be applicable to all Prop 116, STIP and TCR funds, respectively.
- (2) **RECIPIENT** shall be bound to the terms and conditions of this AGREEMENT; the PROJECT application contained in the PROGRAM SUPPLEMENT (as applicable); and CTC Resolutions G-06-04, G-09-11 and/or their respective successors in place at the time the PROGRAM SUPPLEMENT is signed (as applicable) and all restrictions, rights, duties and obligations established therein on behalf of STATE and CTC shall accrue to the benefit of the CTC and shall thereafter be subject to any necessary enforcement action by CTC or STATE. All terms and conditions stated in the aforesaid CTC Resolutions and CTC-approved Guidelines in place at the time the PROGRAM SUPPLEMENT is signed (if applicable) shall also be considered to be binding provisions of this AGREEMENT.
- (3) **RECIPIENT** shall conform to any and all permit and mitigation duties associated with PROJECT as well as all environmental obligations established in CTC Resolution G-91-2 and/or its successors in place at the time a PROGRAM SUPPLEMENT is signed, as applicable, at the expense of **RECIPIENT** and/or the responsible party and without any further financial contributions or obligations on the part of STATE unless a separate PROGRAM SUPPLEMENT expressly provides funding for the specific purpose of hazardous materials remediation.

#### B. **RECIPIENT** Resolution

- (1) **RECIPIENT** has executed this AGREEMENT pursuant to the authorizing **RECIPIENT** resolution, attached as Attachment II to this AGREEMENT, which empowers **RECIPIENT** to enter into this AGREEMENT and which may also empower **RECIPIENT** to enter into all subsequent PROGRAM SUPPLEMENTS adopting the provisions of this AGREEMENT.

- (2) If **RECIPIENT** or **STATE** determines that a separate Resolution is needed for each **PROGRAM SUPPLEMENT**, **RECIPIENT** will provide information as to who the authorized designee is to act on behalf of the **RECIPIENT** to bind **RECIPIENT** with regard to the terms and conditions of any said **PROGRAM SUPPLEMENT** or amendment and will provide a copy of that additional Resolution to **STATE** with the **PROGRAM SUPPLEMENT** or any amendment to that document.

#### C. *Termination*

- (1) **STATE** reserves the right to terminate funding for any **PROGRAM SUPPLEMENT** upon written notice to **RECIPIENT** in the event that **RECIPIENT** fails to proceed with **PROJECT** work in accordance with the **PROGRAM SUPPLEMENT**, the bonding requirements, if applicable, or otherwise violates the conditions of this **AGREEMENT** and/or the **PROGRAM SUPPLEMENT** or the funding allocation such that substantial performance is significantly endangered.
- (2) No such termination shall become effective if, within thirty (30) days after receipt of a Notice of Termination, **RECIPIENT** either cures the default involved or, if not reasonably susceptible of cure within said thirty (30)-day period, **RECIPIENT** proceeds thereafter to complete the cure in a manner and time line acceptable to **STATE**. Any such termination shall be accomplished by delivery to **RECIPIENT** of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this **AGREEMENT** is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, **RECIPIENT** and **STATE** shall meet to attempt to resolve any dispute.
- (3) Following a fund encumbrance made pursuant to a **PROGRAM SUPPLEMENT**, if **RECIPIENT** fails to expend **TCR/GENERAL FUND** monies by June 30 of any applicable Fiscal Year that those funds would revert, those funds will be deemed withdrawn and will no longer be available to reimburse **PROJECT** work unless those funds are specifically made available beyond the end of that Fiscal Year through re-appropriation or other equivalent action of the Legislature and written notice of that action is provided to **RECIPIENT** by **STATE**.
- (4) In the event **STATE** terminates a **PROGRAM SUPPLEMENT** for convenience and not for a default on the part of **RECIPIENT** as is contemplated in C (1) and (2) above of this Section 3, **RECIPIENT** shall be reimbursed its authorized costs up to **STATE**'s proportionate and maximum share of allowable **PROJECT** costs incurred to the date of **RECIPIENT**'s receipt of that notice of termination, including any unavoidable costs reasonably and necessarily incurred up to and following that termination date by **RECIPIENT** to effect such termination following receipt of that termination notice.

#### D. *Third Party Contracting*

- (1) **RECIPIENT** shall not award a construction contract over \$10,000 or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of **STATE**. Contracts awarded by **RECIPIENT**, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.
- (2) Any subcontract entered into by **RECIPIENT** as a result of this AGREEMENT shall contain the provisions of ARTICLE II – GENERAL PROVISIONS, Section 2. Audits and Reports and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as PROJECT costs only after those costs are incurred and paid for by the subcontractors.
- (3) To be eligible for local match credit, **RECIPIENT** must ensure that local match funds used for the PROJECT meet the General Provisions requirements outlined in this ARTICLE II in the same manner as required of all other PROJECT expenditures.
- (4) In addition to the above, the preaward requirements of third party contractor/consultants with local transit agencies should be consistent with Local Program Procedures (LPP-00-05).

*E. Change in Funds and Terms/Amendments*

This AGREEMENT and the resultant PROGRAM SUPPLEMENTS may be modified, altered, or revised only with the joint written consent of **RECIPIENT** and **STATE**.

*F. Project Ownership*

- (1) Unless expressly provided to the contrary in a PROGRAM SUPPLEMENT, subject to the terms and provisions of this AGREEMENT, **RECIPIENT**, or a designated subrecipient acceptable to **STATE**, as applicable, shall be the sole owner of all improvements and property included in the PROJECT constructed, installed or acquired by **RECIPIENT** or subrecipient with funding provided to **RECIPIENT** under this AGREEMENT. **RECIPIENT**, or subrecipient, as applicable, is obligated to continue operation and maintenance of the physical aspects of the PROJECT dedicated to the public transportation purposes for which PROJECT was initially approved unless **RECIPIENT**, or subrecipient, as applicable, ceases ownership of such PROJECT property; ceases to utilize the PROJECT property for the intended public transportation purposes; or sells or transfers title to or control over PROJECT and **STATE** is refunded the Credits due **STATE** as provided in paragraph (4) herein below.
- (2) Should State bond funds be encumbered to fund any part of a PROJECT under this AGREEMENT, then, at **STATE**'s option, before **RECIPIENT** will be permitted to make any proposed change in use, **RECIPIENT** shall be required to first obtain a determination by

Bond Counsel acceptable to the State Treasurer's Office and **STATE** that a change in the operation, proportion, or scope of **PROJECT** as originally proposed by **RECIPIENT** will not adversely affect the tax exempt status of those bonds.

- (3) **PROJECT** right-of-way, **PROJECT** facilities constructed or reconstructed on a **PROJECT** site and/or **PROJECT** property (including vehicles and vessels) purchased by **RECIPIENT** (excluding temporary construction easements and excess property whose proportionate resale proceeds are distributed pursuant to this **AGREEMENT**) shall remain permanently dedicated to the described public transit use in the same proportion and scope, and to the same extent as mandated in the **PROGRAM SUPPLEMENT** and related Bond Fund Certification documents, if applicable, unless **STATE** agrees otherwise in writing. Vehicles acquired as part of **PROJECT**, including, but not limited to, buses, vans, rail passenger equipment and ferry vessels, shall be dedicated to that public transportation use for their full economic life cycle, which, for the purpose of this **AGREEMENT**, will be determined in accordance with standard national transit practices and applicable rules and guidelines, including any extensions of that life cycle achievable by reconstruction, rehabilitation or enhancements.
- (4) (a) Except as otherwise set forth in this Section 4, **STATE**, or any other **STATE**-assignee public body acting on behalf of the CTC, shall be entitled to a refund or credit (collectively the Credit), at **STATE**'s sole option, equivalent to the proportionate **PROJECT** funding participation received by **RECIPIENT** from **STATE** if **RECIPIENT**, or a sub-recipient, as applicable, (i) ceases to utilize **PROJECT** for the original intended public transportation purposes or (ii) sells or transfers title to or control over **PROJECT**. If federal funds (meaning only those federal funds received directly by **RECIPIENT** and not federal funds derived through or from the State) have contributed to the **PROJECT**, **RECIPIENT** shall notify both **STATE** and the original federal source of those funds of the disposition of the **PROJECT** assets or the intended use of those sale or transfer receipts.
- (b) **STATE** shall also be entitled to an acquisition Credit for any future purchase or condemnation of all or portions of **PROJECT** by **STATE** or a designated representative or agent of **STATE**.
- (c) The Credit due **STATE** will be determined by the ratio of **STATE**'s funding when measured against the **RECIPIENT**'s funding participation (the Ratio). For purposes of this Section 4, the State's funding participation includes federal funds derived through or from **STATE**. That Ratio is to be applied to the then present fair market value of **PROJECT** property acquired or constructed as provided in (d) and (e) below.
- (d) For Mass Transit vehicles, this Credit [to be deducted from the then remaining equipment value] shall be equivalent to the percentage of the full extendable vehicle economic life cycle remaining, multiplied by the Ratio of funds provided for that equipment acquisition. For real property, this same funding Ratio shall be applied to the then present fair market value, as determined by **STATE**, of the **PROJECT** property acquired or improved under this **AGREEMENT**.

- (e) Such Credit due **STATE** as a refund shall not be required if **RECIPIENT** dedicates the proceeds of such sale or transfer exclusively to a new or replacement **STATE** approved public transit purpose, which replacement facility or vehicles will then also be subject to the identical use restrictions for that new public purpose and the Credit ratio due **STATE** should that replacement project or those replacement vehicles cease to be used for that intended described pre-approved public transit purpose.
- (1) In determining the present fair market value of property for purposes of calculating **STATE**'s Credit under this **AGREEMENT**, any real property portions of a **PROJECT** site contributed by **RECIPIENT** shall not be included. In determining **STATE**'s proportionate funding participation, **STATE**'s contributions to third parties (other than **RECIPIENT**) shall be included if those contributions are incorporated into the **PROJECT**.
- (2) Once **STATE** has received the Credit as provided for above because **RECIPIENT**, or a sub-recipient, as applicable, has (a) ceased to utilize the **PROJECT** for the described intended public transportation purpose(s) for which **STATE** funding was provided and **STATE** has not consented to that cessation of services or (b) sold or transferred title to or control over **PROJECT** to another party (absent **STATE** approval for the continued transit operation of the **PROJECT** by that successor party under an assignment of **RECIPIENT**'s duties and obligations), neither **RECIPIENT**, subrecipient, nor any party to whom **RECIPIENT** or subrecipient, as applicable, has transferred said title or control shall have any further obligation under this **AGREEMENT** to continue operation of **PROJECT** and/or **PROJECT** facilities for those described public transportation purposes, but may then use **PROJECT** and/or any of its facilities for any lawful purpose.
- (3) To the extent that **RECIPIENT** operates and maintains Intermodal Transfer Stations as any integral part of **PROJECT**, **RECIPIENT** shall maintain each station and all its appurtenances, including, but not limited to, restroom facilities, in good condition and repair in accordance with high standards of cleanliness (Public Utilities Code section 99317.8). Upon request of **STATE**, **RECIPIENT** shall also authorize State-funded bus services to use those stations and appurtenances without any charge to **STATE** or the bus operator. This permitted use will include the placement of signs and informational material designed to alert the public to the availability of the State-funded bus service (for the purpose of this paragraph, "State-funded bus service" means any bus service funded pursuant to Public Utilities Code section 99316).
- (4) Special conditions apply to any proposed sale or transfer or change of use as respects **PROJECT** property, facilities or equipment acquired with tax free State bond funds and **RECIPIENT** shall conform to those restrictions as set forth herein and in said bonds.

#### G. Disputes

**STATE** and **RECIPIENT** shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, **RECIPIENT** shall submit to the **STATE**'s District Contract Manager or designee a written demand for a decision regarding the disposition of any dispute arising under this agreement. The District Contract Manager shall make a written decision regarding the dispute and will provide it to the fund **RECIPIENT**. The fund **RECIPIENT** shall have an opportunity to challenge the District Contract Manager's determination but must make that challenge in writing within ten (10) working days to the Mass Transportation Program Manager or his/her designee. [If the fund **RECIPIENT** challenge is not made within the ten (10) day period, the District Contract Manager's decision shall become the final decision of the **STATE**.] **STATE** and **RECIPIENT** shall submit written, factual information and supporting data in support their respective positions. The decision of the Mass Transportation Program Manager or his/her designee shall be final, conclusive and binding regarding the dispute, unless **RECIPIENT** commences an action in court of competent jurisdiction to contest the decision in accordance with Division 3.6 of the California Government Code.

#### *H. Hold Harmless and Indemnification*

- (1) Neither **STATE** nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by **RECIPIENT**, its agents and contractors under or in connection with any work, authority, or jurisdiction delegated to **RECIPIENT** under this AGREEMENT or any PROGRAM SUPPLEMENT or as respects environmental clean up obligations or duties of **RECIPIENT** relative to PROJECT. It is also understood and agreed that, **RECIPIENT** shall fully defend, indemnify and hold the CTC and **STATE** and their officers and employees harmless from any liability imposed for injury and damages or environmental obligations or duties arising or created by reason of anything done or imposed by operation of law or assumed by, or omitted to be done by **RECIPIENT** under or in connection with any work, authority, or jurisdiction delegated to **RECIPIENT** under this AGREEMENT and all PROGRAM SUPPLEMENTS.
- (2) **RECIPIENT** shall indemnify, defend and hold harmless **STATE**, the CTC and the State Treasurer relative to any misuse by **RECIPIENT** of State funds, PROJECT property, PROJECT generated income or other fiscal acts or omissions of **RECIPIENT**.

#### *I. Labor Code Compliance*

**RECIPIENT** shall include in all subcontracts awarded using PROJECT funds, when applicable, a clause that requires each subcontractor to comply with California Labor Code requirements that all workers employed on public works aspects of any project (as defined in California Labor Code §§ 1720-1815) be paid not less than the general prevailing wage rates predetermined by the Department of Industrial Relations as effective the date of Contract award by the **RECIPIENT**.

#### *J. Non-Discrimination*

- (1) In the performance of work under this AGREEMENT, **RECIPIENT**, its contractor(s) and all subcontractors, 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 (cancer), age, marital status, family and medical care leave, pregnancy leave, and disability leave. **RECIPIENT**, its contractor(s) and all subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. **RECIPIENT**, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 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 AGREEMENT by reference and made a part hereof as if set forth in full. Each of **RECIPIENT**'s contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

- (2) Should federal funds be constituted as part of PROJECT funding or compensation received by **RECIPIENT** under a separate Contract during the performance of this AGREEMENT, **RECIPIENT** shall comply with this AGREEMENT and with all federal mandated contract provisions as set forth in that applicable federal funding agreement.
- (3) **RECIPIENT** shall include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

#### K. *State Fire Marshal Building Standards Code*

The State Fire Marshal adopts building standards for fire safety and panic prevention. Such regulations pertain to fire protection design and construction, means of egress and adequacy of exits, installation of fire alarms, and fire extinguishment systems for any State-owned or State-occupied buildings per section 13108 of the Health and Safety Code. When applicable, **RECIPIENT** shall request that the State Fire Marshal review PROJECT PS&E to ensure PROJECT consistency with State fire protection standards.

#### L. *Americans with Disabilities Act*

By signing this Master Agreement, **RECIPIENT** assures **STATE** that **RECIPIENT** shall comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.).

#### M. *Access for Persons with Disabilities*

Disabled access review by the Department of General Services (Division of the State Architect) is required for all publicly funded construction of buildings, structures, sidewalks, curbs and related facilities. **RECIPIENT** will award no construction contract unless **RECIPIENT**'s plans and specifications for such facilities conform to the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

**N. Disabled Veterans Program Requirements**

- (1) Should Military and Veterans Code sections 999 et seq. be applicable to **RECIPIENT**, **RECIPIENT** will meet, or make good faith efforts to meet, the 3% Disabled Veterans Business Enterprises goals (or **RECIPIENT**'s applicable higher goals) in the award of every contract for PROJECT work to be performed under these this AGREEMENT.
- (2) **RECIPIENT** shall have the sole duty and authority under this AGREEMENT and each PROGRAM SUPPLEMENT to determine whether these referenced code sections are applicable to **RECIPIENT** and, if so, whether good faith efforts asserted by those contractors of **RECIPIENT** were sufficient as outlined in Military and Veterans Code sections 999 et seq.

**O. Environmental Process**

Completion of the PROJECT environmental process ("clearance") by **RECIPIENT** (and/or **STATE** if it affects a State facility within the meaning of the applicable statutes) is required prior to requesting PROJECT funds for right-of-way purchase or construction. No State agency may request funds nor shall any State agency, board or commission authorize expenditures of funds for any PROJECT effort, except for feasibility or planning studies, which may have a significant effect on the environment unless such a request is accompanied with all appropriate documentation of compliance with or exemption from the California Environmental Quality Act (CEQA) (including, if as appropriate, an environmental impact report, negative declaration, or notice of exemption) under California Public Resources Code section 21080(b) (10), (11), and (12) provides an exemption for a passenger rail project that institutes or increases passenger or commuter services on rail or highway rights-of-way already in use.

**ARTICLE III – SPECIAL PROVISIONS**

**Section 1. Bond Provisions** (Applicable only to State Bond Funding encumbered against a specific Program Supplement).

**A. General Bond Provisions**

- (1) If **RECIPIENT** enters into a management contract with a private party (including AMTRAK) for operation of rail, ferry or other transportation services in connection with PROJECT, **RECIPIENT** will obtain prior approval from Bond Counsel acceptable to **STATE** that the terms of that management contract meet the requirements of Internal Revenue Service Revenue Procedure 97-13 (as supplemented or amended) or any successor thereto (dealing generally with guidelines for when management contracts may be deemed not to create a "private use" of bond-financed property) or are otherwise acceptable. **RECIPIENT** must also be prepared to certify, upon request of **STATE**, that the revenues which **RECIPIENT** (or its manager) will receive directly from the operation of transportation services in connection with PROJECT (but not including any subsidy of the

transportation operation from taxes or other outside fund sources) are, for any fiscal year, less than the ordinary and necessary expenses directly attributable to the operation and maintenance of the transportation system (excluding any overhead or administrative costs of **RECIPIENT**).

- (2) Except as provided in this Article III, A (1), **STATE** and **RECIPIENT** agree that any costs of **PROJECT** acquired or constructed by **RECIPIENT** allocable to portions of **PROJECT** which are subject to any property interests held by a non-governmental person(s) in connection with business activities, such as easements, leases, or fee interests, not generally enjoyed by the public (hereinafter referred to as "Non-Governmentally Used Property" or "NUP") shall require the prior approval of **STATE** and the State Treasurer, as applicable. If **RECIPIENT** receives any revenues or profits from any NUP activities allowed pursuant to this Article (whether approved at this time or hereafter approved by **STATE**), **RECIPIENT** agrees that such revenues or profits shall be used exclusively for the public transportation services for which **PROJECT** was initially approved, either for capital improvements or operating costs. If **RECIPIENT** does not so dedicate those revenues or profits, a proportionate share shall (unless disapproved by Bond Counsel) be paid to **STATE** equivalent to the Ratio of **STATE**'s percentage of participation in **PROJECT**.
- (3) Notwithstanding the foregoing, **RECIPIENT** may be authorized to receive an allocation of bond proceeds for NUP activity, in an amount not to exceed the amount specified in the **PROGRAM SUPPLEMENT**, if **RECIPIENT** submits a certified bond certification questionnaire to the **STATE**, and both the **STATE** and the State Treasurer approve the private activities contained therein.
- (4) **RECIPIENT** shall not loan any portion of bond proceeds funding **PROJECT** to any private (including nonprofit) person or business. For this purpose, a "loan" includes any arrangement that is the economic equivalent of a loan, regardless of how it is named.
- (5) Delivery by **STATE** of any bond funds is contingent on the sale of bonds by the State Treasurer. **STATE** shall not be held liable for any resulting damage or penalty to **RECIPIENT** in the event bond sales are delayed, canceled, or downsized or other **AGREEMENT** funds are restricted, limited or otherwise conditioned by acts of Congress, the Internal Revenue Service, the United States Department of Transportation, the Legislature, or the CTC.
- (6) **RECIPIENT** shall, for the purposes of any State bond funded right of way acquisition which will become a permanent part of **PROJECT** (such acquisitions exclude temporary construction easements, property allocated to matching funds, and excess property purchased with State funds whose resale proceeds are returned or credited to **STATE**), maintain ownership of such **PROJECT** property for a minimum of twenty years or until the bonds have matured, whichever occurs first, before transferring or selling such property (subject to all refunds or Credits due **STATE** as provided hereinabove).
- (7) Where **RECIPIENT**'s **PROJECT** includes a commuter rail **PROJECT** within the meaning of Proposition 116, **RECIPIENT** shall coordinate and share with other public transit operators

any rail rights-of-way, common maintenance services and station facilities used for intercity and commuter rail. Intercity and commuter rail services shall be coordinated with each other, with other providers and with freight traffic to provide integrated rail passenger and freight services with minimal conflict.

- (8) **RECIPIENT** agrees that all passenger vehicles, rail, and water borne ferry equipment, and all facilities acquired or constructed with Proposition 116 bond funds shall be accessible to persons with physical disabilities, including wheelchair users, at all stops, stations and terminals, whether or not staffed.
- (9) NUP shall, for accounting and bookkeeping purposes, first be allocated to funding sources other than the State bond funds. For purposes of making such allocations, the costs attributable to NUP involving a sale, easement, lease or similar arrangement shall be determined on the basis of a fair allocation of value, which may include determinations based upon square meters/feet of the area encumbered by the NUP lease or easement relative to the total area acquired or constructed if all such area is of approximately equal value.
- (10) NUP will include, but is not limited to, property which is sold (including sales of air and subsurface rights), and property subject to easements, leases or similar rights. A rail right of way will not be treated as NUP solely as a result of a Freight Use Easement retained by the seller of the right of way to **RECIPIENT**, provided that the sales agreement appropriately excludes the Freight Use Easement from the property or rights being acquired. Further, notwithstanding anything in this Article III to the contrary, **RECIPIENT** may allocate grant funds to the cost of any NUP if (a) neither **RECIPIENT** nor any other governmental entity will receive, directly or indirectly, any payments from or on behalf of the non-governmental user of the NUP, or (b) the payment from such user does not exceed the operation and maintenance costs fairly attributable or allocable to the non-governmental use of the NUP.
- (11) **RECIPIENT** shall request, in writing, **STATE**'s advance approval if **PROJECT** funds are to be allocated to any NUP except "incidental use" property described below. If property, the costs of which have previously been allocated to **PROJECT** funds, is to become NUP before the State bond funds are fully paid or redeemed, then **RECIPIENT** may allocate the costs of such property to another funding source as provided or obtain **STATE**'s approval that the allocation of the costs of such property to the bond funds may remain. It is anticipated that **STATE**'s approval will be granted if, taking into account the existing and expected uses of the proceeds of the State bonds, **STATE** determines that the continued tax-exempt status of the State bonds will not be adversely affected and that the use of the property is consistent with **PROJECT** and its described purpose.
- (12) For purposes of these fund source allocations, **RECIPIENT** does not have to consider NUP as including those "incidental uses" of **PROJECT** (for example, advertising billboards, vending machines, telephones, etc.) which meet the applicable requirements of federal tax regulations (IRS Notice 87-69 or any successor thereto). In general, such Notice requires that the incidental use not be physically separated from the rest of **PROJECT** and not comprise, in the aggregate, more than 2-1/2% of the total costs of **PROJECT**.

**Section 2. TCRP PROJECTS**

The TRAFFIC CONGESTION RELIEF (TCR) ACT OF 2000 (the "ACT"), was added (in Chapter 4.5, commencing with section 14556) to part 5.3 of Division 3 of Title 2 of the Government Code by AB 2928 and SB 406, as amended by SB 1662 and AB 1705. As directed by the ACT and the CTC established Guidelines (as set out in CTC Resolution G-06-04), and as those Guidelines may be amended prior to the execution of a future PROGRAM SUPPLEMENT, said Guidelines shall apply to each TCRP funded PROJECT. By this reference, those Guidelines are made an express part of this AGREEMENT and shall apply to each TCRP funded PROJECT. RECIPIENT will cause its specific TCRP mandated Resolution to be attached as part of any TCRP funded PROGRAM SUPPLEMENT as a condition precedent to the acceptance of TCR ACT funds for that PROJECT.

**Section 3. PROJECT MANAGEMENT**

- (1) STATE's PROJECT administrator for this AGREEMENT shall be the chief of the State Transit Grants Branch of the Division of Mass Transportation. RECIPIENT's General Manager, Executive Director or a Designee as named in writing to STATE following execution of this AGREEMENT shall be the administrator acting for RECIPIENT.
- (2) PROGRAM SUPPLEMENT administrators for STATE shall be the applicable District Division Chief for Planning and for RECIPIENT, the designee named in the applicable PROGRAM SUPPLEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT by their duly authorized officers.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
DIVISION OF MASS TRANSPORTATION

SANBAG acting in its capacity as the  
SAN BERNARDINO COUNTY  
TRANSPORTATION COMMISSION

BY: \_\_\_\_\_  
TERRY FARRIS, Chief  
State Transit Grants Branch

BY: \_\_\_\_\_  
RAYMOND WOLFE  
Executive Director

APPROVED AS TO FORM AND PROCEDURE

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
TODD VAN SANTEN  
Attorney

**ATTACHMENT I**

**CTC RESOLUTION G-91-2**

Passed by the CTC on February 21, 1991

**CALIFORNIA TRANSPORTATION COMMISSION  
RESOLUTION G-91-2  
Commission Policy Resolution for Hazardous Waste Identification  
and Cleanup for Rail Right-of-Way**

WHEREAS, the Commission has programmed funding for rail right-of-way acquisition in the 1990 State Transportation Improvement Program and may allocate funds for rail right-of-way acquisition from the Clean Air and Transportation Improvement Act; and

WHEREAS, hazardous wastes, based upon federal and state statutes and regulations, include but are not limited to such categories as heavy metals, (e.g., lead), inorganic (e.g., excessive mineral levels) and organic compounds (e.g., petroleum products), and can occur on a property's surface and subsurface; and

WHEREAS, rail properties often have hazardous wastes exceeding State of California and federal hazardous waste standards; and

WHEREAS, such properties contaminated with hazardous wastes require mitigation prior to using them for rail purposes; and

WHEREAS, hazardous wastes discovered on rail property may significantly impact property value, project scheduling and future liability for the grant applicant; and

WHEREAS, the Commission must be assured that acquisition of rail properties have been fully reviewed by the grant applicant, and if warranted, the grant applicant has tested for hazardous wastes; and

WHEREAS, if hazardous wastes exist, the Commission must be assured that the hazardous wastes identified has either been cleaned up, or financial responsibility for the cleanup has been determined prior to title transfer to the grant applicant, or easement has been secured in lieu of purchasing the property, and the subsurface rights and liability for hazardous wastes remain with the property seller; and

WHEREAS, hazardous wastes identified subsequent to title transfer to the grant applicant will be cleaned up by the seller or a mechanism to recover clean-up-costs is established and executed as a condition prior to title transfer; and

WHEREAS, full due diligence is necessary in discovering hazardous waste and is an essential element in acquiring rail right-of-way properties by the grant applicant; and

NOW THEREFORE BE IT RESOLVED, that acquisition of all rail right-of-way properties will be fully investigated by the grant applicant to determine the absence/presence of hazardous wastes. Investigations shall be conducted in accordance to the standards and practices of the local, state and/or federal regulatory agencies having jurisdiction and by personnel adequately trained in hazardous waste investigation; and

-2-

BE IT FURTHER RESOLVED, that all properties, discovered with hazardous wastes, which exceed the federal/state standards, will be cleaned up to the satisfaction of the responsible local, state and/or federal regulatory agency. The appropriate regulatory agency shall certify to grant applicant that the cleanup has been completed; and

BE IT FURTHER RESOLVED, that the grant applicant will certify by formal resolution to the Commission that all reasonable steps have been completed to assure full due diligence in the discovery of hazardous waste has been achieved during the acquisition of rail right-of-way and the state is held harmless from cleanup liability or damages, both present and future; and

BE IT FURTHER RESOLVED, that the grant applicant will certify by formal resolution that it will not seek further state funding, for cleanup, damages, or liability cost associated with hazardous wastes on or below acquired property's surface; and

BE IT FURTHER RESOLVED, that the grant applicant will certify to the Commission:

- that all rail right-of-way acquisition properties have been investigated and have been found clean;
- or that the cleanup of discovered hazardous waste has been completed prior to acquisition of the property;
- or that the grant applicant has obtained permanent easement and the subsurface rights and liability and full responsibility to pay for and remove such hazardous waste remains with the seller in conformance with applicable State and Federal law;

## ATTACHMENT II

- or if hazardous wastes are known to exist prior to acquisition and if the applicant determines that time is of the essence for acquisition, then and in that event, an enforceable agreement will be entered into requiring the responsible party(ies) to clean all hazardous wastes by a date certain, with the option of funds sufficient for the clean-up costs deposited in escrow by the seller.

In the event of failure to clean up by the date determined, the recipient of the grant will make full restitution to the **STATE** for its participation. This resolve does not preclude the recipient from requesting re-allocation not to exceed the refunded amount after the hazardous waste(s) have been fully removed from the subject site; and

BE IT FURTHER RESOLVED, that the grant applicant will certify to the Commission that the seller from whom properties have been acquired retain liability for any hazardous waste investigation and/or cleanup, and damages discovered subsequent to the transfer of title; and

BE IT FURTHER RESOLVED, the Commission declares all future liability resulting from hazardous wastes remain with the seller or the grant applicant, not the state, and the grant applicant has been indemnified by the seller for any costs resulting from failure to eliminate hazardous wastes; and

BE IT FURTHER RESOLVED, no state funds will be made available for any future costs associated with cleanup; damages, or liability costs associated with hazardous wastes on or below the acquired property's surface.

**(INSERT AGENCY BOARD RESOLUTION)**

See Sample at

[http://www.dot.ca.gov/hq/MassTrans/state\\_grants.html](http://www.dot.ca.gov/hq/MassTrans/state_grants.html)

under Transit Forms

**RESOLUTION NO. 14-002**

**A RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A CALIFORNIA DEPARTMENT OF TRANSPORTATION MASTER AGREEMENT AND PROGRAM SUPPLEMENTS FOR STATE-FUNDED TRANSIT PROJECTS**

**WHEREAS**, San Bernardino Associated Governments, acting in its capacity as the San Bernardino County Transportation Commission, (Commission) may receive state funding from the California Department of Transportation (Department) now or sometime in the future for transit projects; and

**WHEREAS**, substantial revisions were made to the programming and funding process for the transportation projects programmed in the State Transportation Improvement Program, by Chapter 622 (SB 45) of the Statutes of 1997; and

**WHEREAS**, the Traffic Congestion Relief Act of 2000 (the Act) was established by Chapters 91 (AB 2928) and 92 (SB 496), as amended by SB 1662, of the statutes of 2000, creating the Traffic Congestion Relief Program (TCRP); and

**WHEREAS**, the statutes related to state-funded transit projects require a local or regional implementing agency to execute an agreement with the Department before it can be reimbursed for project expenditures; and

**WHEREAS**, the Department utilizes Master Agreements for State-Funded Transit Projects, along with associated Program Supplements, for the purpose of administering and reimbursing state transit funds to local agencies; and

**WHEREAS**, the Commission wishes to delegate authorization to execute these agreements and any amendments thereto to the Executive Director; and

**NOW, THEREFORE, BE IT RESOLVED** by the San Bernardino County Transportation Commission:

Section 1. The San Bernardino County Transportation Commission, the fund recipient, agrees to comply with all conditions and requirements set forth in California Department of Transportation Master Agreement for State-funded Transit Projects and applicable statutes, regulations and guidelines for all state-funded transit projects.

Section 2. The Executive Director and/or his designee is authorized to execute the Master Agreement and all Program Supplements for State-Funded Transit Projects and any Amendments thereto with the California Department of Transportation.

Section 3. This Resolution shall take effect upon adoption.

Adopted by the San Bernardino County Transportation Commission on \_\_\_\_\_, 2013, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

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**W.E. Jahn, Chairperson**  
**San Bernardino County Transportation Commission**

**ATTEST:**

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**Vicki Watson,**  
**Clerk of the Commission**



- 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: 13

**Date:** September 12, 2013

**Subject:** Downtown San Bernardino Passenger Rail Project California Transit Security Grant Program Application

**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 Commission, at a regularly scheduled Board of Directors meeting:

1. Authorize staff to submit the Fiscal Year 2011/2012 California Transit Security Grant Program Grant Application to fund security improvements for the Downtown San Bernardino Passenger Rail Project.
2. Adopt Resolution No. 14001, authorizing the Executive Director and/or his designee of San Bernardino Associated Governments to execute any documentation and take any actions necessary for the purpose of obtaining financial assistance provided by the California Emergency Management Agency under the grant program.

**Background:** The Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006 authorizes the issuance of general obligation bonds for specified purposes, including, but not limited to, funding made available for capital projects that provide increased protection against security and safety threats, and for capital expenditures to increase the capacity of transit operators to develop

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COG	CTC	X	CTA	SAFE	CMA
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Check all that apply.

*Approved*  
 Board Metro Valley Study Session

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

Moved: \_\_\_\_\_ Second: \_\_\_\_\_

In Favor: \_\_\_\_\_ Opposed: \_\_\_\_\_ Abstained: \_\_\_\_\_

Witnessed: \_\_\_\_\_

disaster response transportation systems. The California Emergency Management Agency (Cal EMA) administers such funds deposited in the Transit System Safety, Security, and Disaster Response Account under the California Transit Security Grant Program (CTSGP), California Transit Assistance Fund (CTAF).

The Downtown San Bernardino Passenger Rail Project will include the extension of Metrolink regional passenger rail service approximately 1 mile east from its current terminus at the existing San Bernardino Metrolink Station/Santa Fe Depot to a new Metrolink commuter rail terminus at the intersection of Rialto Avenue and E Street in the City of San Bernardino. This project includes the construction of a second track, rail terminus and crew house, parking lots and pedestrian pathways, overpass at the Depot, Omnitrans Bus Facility, grade crossing improvements, railroad signalization and roadway closures. With the award of Fiscal Year 2011/2012 CTSGP grant funds, SANBAG would improve the physical security of the tracks, rights of way, parking lots, pedestrian pathways and other SANBAG property as needed. SANBAG would use the funds to install/construct chain link and wrought iron fences, gates, and hand rails in addition to purchasing security and safety equipment.

**Financial Impact:** This item is consistent with the adopted SANBAG Fiscal Year 2013/2014 Budget. The CTSGP grant does not require matching funds.

**Reviewed By:** This item is not scheduled for review by any other Policy Committee or Technical Advisory Committee. SANBAG General Counsel has reviewed this item and a draft of the Resolution.

**Responsible Staff:** Vanessa Jezik, Transportation Programming Analyst

**RESOLUTION NO. 14-001**

**A RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION AUTHORIZING THE EXECUTIVE DIRECTOR TO APPLY TO THE CALIFORNIA EMERGENCY MANAGEMENT AGENCY FOR CALIFORNIA TRANSIT SECURITY GRANT PROGRAM FUNDS UP TO \$1,597,771 FOR REDLANDS FIRST MILE PROJECT AND TO EXECUTE NECESSARY DOCUMENTATION TO OBTAIN THE FUNDS AND ENSURE CONTINUED COMPLIANCE WITH THE REQUISITE ASSURANCES, AND STATE AND FEDERAL LAWS**

WHEREAS, the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006 authorizes the issuance of general obligation bonds for specified purposes, including, but not limited to, funding made available for capital projects that provide increased protection against security and safety threats, and for capital expenditures to increase the capacity of transit operators to develop disaster response transportation systems; and

WHEREAS, the California Emergency Management Agency (Cal EMA) administers such funds deposited in the Transit System Safety, Security, and Disaster Response Account under the California Transit Security Grant Program (CTSGBP); and

WHEREAS, the San Bernardino County Transportation Commission (Commission) is eligible to receive CTSGBP funds; and

WHEREAS, Commission will apply for 2011/2012 CTSGBP funds in an amount up to \$1,597,771 for Redlands First Mile Security Improvements; and

WHEREAS, Commission recognizes that it is responsible for compliance with all Cal EMA CTSGBP grant assurances, and state and federal laws, including, but not limited to, laws governing the use of bond funds; and

WHEREAS, Cal EMA requires Commission to complete and submit a Governing Body Resolution for the purposes of identifying agent(s) authorized to act on behalf of SANBAG to execute actions necessary to obtain CTSGBP funds from Cal EMA and ensure continued compliance with Cal EMA CTSGBP assurances, and state and federal laws.

**NOW, THEREFORE**, the San Bernardino County Transportation Commission does hereby find, determine, resolve and order as follows:

Section 1. The above recitals are true and correct and are incorporated herein in full by this reference.

Section 2. Raymond Wolfe, Executive Director, and/or his designee, is hereby authorized to execute necessary documentation for and on behalf of Commission, a public entity

established under the laws of the State of California, and take any actions necessary for the purpose of obtaining financial assistance provided by the California Emergency Management Agency under the CTSGP.

**Section 3.** This Resolution shall take effect upon adoption.

Adopted by the San Bernardino County Transportation Commission on \_\_\_\_\_, 2013, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

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**W.E. Jahn, Chairperson  
San Bernardino County Transportation Commission**

**ATTEST:**

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**Vicki Watson,  
Clerk of the Commission**



- 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: 14

**Date:** September 12, 2013

**Subject:** Award of Federal Transit Administration (FTA) Sections 5316 – Job Access Reverse Commute and Section 5317 - New Freedom Grant Program

**Recommendation:\*** That the following be reviewed and recommended for final approval by the Board of Directors at a regularly scheduled Board meeting:

Approve the award of FTA Section 5316 and Section 5317 to the following projects:

San Bernardino Valley

Totaling \$3,633,896 in Federal funds, with local matching funds in the amount of \$2,331,755:

- a) Community Senior Services Community Connections - \$374,450 in FTA Section 5317 New Freedom funds for their mileage reimbursement volunteer driver program for seniors and persons with disabilities;
- b) Central City Lutheran Mission/Foothill Aids Project - \$54,727 in FTA Section 5316 and \$98,231 in FTA Section 5317 New Freedom Funds for HIV medical and work transportation;
- c) Victor Valley Transit Authority – \$167,429 in FTA Section 5316 and \$65,332 in FTA Section 5317 New Freedom Funds for the BV Link (Valley Portion);
- d) Pomona Valley Workshop – \$318,751 in FTA Section 5316 and \$123,960 in FTA Section 5317 New Freedom Funds for PVW in Motion;

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*Approved*  
*Board Metro Valley Study Session*

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

Moved: \_\_\_\_\_ Second: \_\_\_\_\_

In Favor: \_\_\_\_\_ Opposed: \_\_\_\_\_ Abstained: \_\_\_\_\_

Witnessed: \_\_\_\_\_

COG		CTC		X	CTA		SAFE		CMA	
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Check all that apply.

- e) Valley Transportation Services – \$62,500 in FTA Section 5316 and \$250,000 in FTA Section 5317 New Freedom Funds for Transportation Reimbursement Escort Program (TREP).
- f) Valley Transportation Services – \$426,056 in FTA Section 5316 and \$255,634 in FTA Section 5317 New Freedom Funds for Travel Training Program;
- g) Omnitrans – \$175,518 in FTA Section 5316 for OmniGo 325 (Grand Terrace).
- h) Omnitrans – \$32,000 in FTA Section 5317 New Freedom Funds for Travel Training Bus Operating cost;
- i) Omnitrans – \$24,000 in FTA Section 5317 New Freedom Funds for Travel Training DVD;
- j) Omnitrans – \$370,272 in FTA Section 5316 Job Access Reverse Commute for OmniGo 308, 309 and 310 (Yucaipa).
- k) United Way 211 - \$181,309 in FTA Section 5316 Job Access Reverse Commute and \$60,436 in FTA Section 5317 New Freedom Funds for 211 Access Mobility and Marketing;
- l) OPARC – \$353,776 in FTA Section 5316 Job Access Reverse Commute and \$10,074 in FTA Section 5317 New Freedom Funds for OPARC Connect;
- m) Valley Transportation Services – \$100,000 in FTA Section 5316 Job Access Reverse Commute for VTrans Ride;
- n) Omnitrans –\$129,441 in FTA Section 5316 Job Access Reverse Commute for OmniGO 365 (Chino Hills).

Victor Valley

Totaling \$692,023 in Federal funds, with local matching funds of \$331,081.

- a) Victor Valley Community Service Council - \$74,825 in FTA Section 5317 New Freedom Funds for Senior and Disabled Transportation;
- b) Victor Valley Transit Authority – \$443,876 in FTA Section 5316 Job Access Reverse Commute for Mobility Management;
- c) Victor Valley Transit Authority – \$88,200 in FTA Section 5316 Job Access Reverse Commute and \$85,122 in FTA Section 5317 New Freedom Funds for a travel training bus.

**Background:**

In May, the San Bernardino Associated Governments (SANBAG) Board released a Call for Projects for FTA Sections 5316 – Job Access Reverse Commute (JARC) and 5317 – New Freedom (NF) Grant Programs. JARC and NF Grant Programs were formula grant programs administered by the Federal Transit Administration and were authorized under provisions set forth in Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU). These provisions authorized the apportionment of JARC and NF Funds to each large urban area and to the State for small urban and rural areas.

It also required these projects be derived from a locally developed and coordinated by a public transit-human services transportation plan. SCAG and Victor Valley Transit are the designated recipients for funds apportioned to the San Bernardino Valley and Victor Valley respectively.

SANBAG is responsible for the preparation of the public transit- human services coordinated plan and for ensuring that projects submitted for JARC and NF funds are addressing service gaps and/or needs as identified in the coordination plan. In April 2011, SANBAG updated its Public Transit-Human Services Transportation Coordination Plan to more accurately represent current mobility needs and gaps in services of the Plan's target populations, specifically persons with disabilities, older persons, and persons of low-income.

With the passage of Map-21 (Moving Ahead for Progress in the 21st Century) these JARC funds have been folded into FTA Section 5307 and NF funds were folded into the FTA Section 5310 program. The funds that are being allocated through this current call for projects are the remaining dollars under SAFETEA-LU.

SANBAG received a total of 19 applications, 16 for the San Bernardino Valley area and three for the Victor Valley. Applications were evaluated against the scoring criteria included in the Call-for-Projects by SANBAG's contract consultants, AMMA Transit Planning, Riverside County Transportation Commission, Southern California Association of Governments, Omnitrans, the United Way, and SANBAG staff.

Attachment A shows the applicant agencies and projects recommended for funding. The match funding total for all projects is \$2,662,836 which is a mix of agency in-kind match and cash matches from: Valley Transportation Services, State Local Transportation Funds (LTF), State Mental Health Services Act (MHSA) funding and in-kind match including capital and employees cost.

Not recommended for funding at this time is Valley Transportation Services (VTrans) Maintenance Facility, Loma Linda University Medical Center CBAS (Community Based Adult Services) Transportation Project, and OPARC Connect Project. VTrans Maintenance Facility was not recommended for funding as this project did not provide for more transit trips nor encourage more trips as had been recommended as a regional priority in the Public Transit-Human Services Transportation Coordination Plan Update. Loma Linda University Medical Center CBAS Program NF request was not fully funded while OPARC Connect Project was able to receive \$10,074 in NF funds. We were unable to fully fund these two as-each project scored low and NF funding was exhausted before these could be funded. However, VTrans has indicated it will be working with their Board of

Directors to consider funding projects that were not awarded NF funding through SANBAG's Call for Projects.

At this time staff asks the Committee recommend the Board approve these projects for FTA Section 5316 JARC and Section 5317 NF funding.

**Financial Impact:** The work effort and funding for the JARC and NF grant process is consistent with the adopted budget and is contained in Task 502- TDA Administration. The funding source is Local Transportation Fund Administration.

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

**Responsible Staff:** Nancy Strickert, Transit Analyst

ATTACHMENT A

Recommended Funding Allocations for Job Access Reverse Commute and New Freedom

San Bernardino Valley Projects - Recommended		YEAR ONE				YEAR TWO				TWO YEAR TOTAL				
Applicant	Project Title	JARC Request	NF Request	Local Match	Total Project	JARC Request	NF Request	Local Match	Total Project	JARC Request	NF Request	Total Federal \$ Requested	Total Local Match	Total Project Costs
Community Senior Services	Volunteer Driver Program		\$180,000	\$180,000	\$360,000		\$194,450	\$194,450	\$388,900		\$374,450	\$374,450	\$374,450	\$ 748,900
Central City Lutheran Mission	HIV Medical and Work Transportation	\$26,696	\$70,200	\$65,696	\$162,592	\$28,031	\$28,031	\$45,981	\$102,043	\$54,727	\$88,231	\$152,958	\$111,677	\$264,635
Victor Valley Transit Authority	BVLink To San Bernardino Valley	\$83,715	\$32,183	\$115,898	\$231,796	\$83,714	\$33,149	\$116,863	\$233,726	\$187,429	\$65,332	\$232,761	\$232,761	\$465,522
Pomona Valley Workshop	PVW In Motion	\$153,200	\$59,578	\$148,578	\$361,356	\$165,551	\$64,382	\$163,843	\$393,776	\$318,751	\$123,960	\$442,711	\$312,421	\$755,132
Valley Transportation Services	Vtrans Trep	\$30,000	\$120,000	\$150,000	\$300,000	\$32,500	\$130,000	\$162,500	\$325,000	\$62,500	\$250,000	\$312,500	\$312,500	\$625,000
Valley Transportation Services	Vtrans Travel Training	\$211,868	\$127,181	\$84,787	\$423,836	\$214,088	\$128,453	\$85,634	\$428,175	\$426,056	\$255,634	\$255,634	\$170,421	\$426,056
Omnitrans	OmniGo 325 (Grand Terrace)	\$86,462	\$0	\$86,462	\$172,924	\$89,058	\$0	\$89,058	\$178,112	\$175,518	\$0	\$175,518	\$175,518	\$351,036
Omnitrans	Omnitrans Travel Training Bus	\$0	\$16,000	\$4,000	\$20,000	\$0	\$16,000	\$4,000	\$20,000	\$0	\$32,000	\$32,000	\$8,000	\$40,000
Omnitrans	Travel Training DVD	\$0	\$24,000	\$6,000	\$30,000	\$0	\$0	\$0	\$0	\$0	\$24,000	\$24,000	\$6,000	\$30,000
Omnitrans	OmniGo 308 & 309 (Yucaipa)	\$182,400	\$0	\$182,400	\$364,800	\$187,872	\$0	\$187,872	\$375,744	\$370,272	\$0	\$370,272	\$370,272	\$740,544
United Way 211	211 Access Mobility Specialization & Marketing	\$91,035	\$30,345	\$30,345	\$151,725	\$90,274	\$30,091	\$30,093	\$150,458	\$181,309	\$60,439	\$241,745	\$60,438	\$302,183
OPARC	OPARC Connect	\$186,599	\$10,074	\$85,010	\$281,683	\$167,177	\$0	\$87,287	\$254,464	\$353,776	\$10,074	\$363,850	\$172,297	\$536,147
Valley Transportation Services	Vtrans Ride	\$100,000	\$0	\$25,000	\$125,000	\$0	\$0	\$0	\$0	\$100,000	\$0	\$100,000	\$25,000	\$125,000
Omnitrans	OmniGo 365 (Chino Hills)	\$129,441	\$0	\$0	\$129,441	\$0	\$0	\$0	\$0	\$129,441	\$0	\$129,441	\$0	\$129,441
<b>Project Totals</b>		<b>\$1,281,516</b>	<b>\$669,961</b>	<b>\$1,164,176</b>	<b>\$3,115,253</b>	<b>\$1,059,263</b>	<b>\$824,666</b>	<b>\$1,167,579</b>	<b>\$2,850,398</b>	<b>\$2,338,779</b>	<b>\$1,294,117</b>	<b>\$3,297,840</b>	<b>\$2,331,745</b>	<b>\$5,539,685</b>
<b>Available Funds</b>										<b>\$2,338,779</b>	<b>\$1,294,117</b>			
<b>Remaining Balance</b>										<b>\$0</b>	<b>\$0</b>			

Victor Valley Projects - Recommended		YEAR ONE				YEAR TWO				TWO YEAR TOTAL				
Applicant	Project Title	JARC Request	NF Request	Local Match	Total Project	JARC Request	NF Request	Local Match	Total Project	JARC Request	NF Request	Total Federal \$ Requested	Total Local Match	Total Project Costs
Victor Valley Community Services Council	VCSC Transportation		\$ 74,825	\$ 70,325	\$ 145,150						\$ 74,825	\$ 74,825	\$ 70,325	\$ 145,150
Victor Valley Transit Authority	Mobility Management	\$221,938		\$ 108,328	\$330,266	\$221,938		\$ 108,328	\$330,266	\$443,876		\$443,876	\$ 216,656	\$660,532
Victor Valley Transit Authority	Travel Training Bus	\$77,000	\$77,000	\$38,500	\$192,500	\$11,200	\$8,122	\$5,600	\$24,922	\$88,200	\$85,122	\$173,322	\$44,100	\$217,422
<b>Project Total</b>		<b>\$298,938</b>	<b>\$151,825</b>	<b>\$217,153</b>	<b>\$667,916</b>	<b>\$233,138</b>	<b>\$8,122</b>	<b>\$11,200</b>	<b>\$355,188</b>	<b>\$532,076</b>	<b>\$169,947</b>	<b>\$602,023</b>	<b>\$311,081</b>	<b>\$1,023,104</b>
<b>Available Funds</b>										<b>\$632,076</b>	<b>\$169,947</b>			
<b>Remaining Balance</b>										<b>\$0</b>	<b>\$0</b>			

Projects Not Recommended For Funding		YEAR ONE				YEAR TWO				TWO YEAR TOTAL				
Applicant	Project Title	JARC Request	NF Request	Local Match	Total Project	JARC Request	NF Request	Local Match	Total Project	JARC Request	NF Request	Total Federal \$ Requested	Total Local Match	Total Project Costs
Valley Transportation Services	Maintenance Facility	\$120,000	\$120,000	\$80,000	\$300,000	\$0	\$0	\$0	\$0	\$120,000	\$120,000	\$120,000	\$80,000	\$180,000
Loma Linda University Medical Center	CBAS Transportation	\$0	\$36,985	\$36,985	\$73,970	\$0	\$36,985	\$36,985	\$73,970	\$0	\$73,970	\$73,970	\$73,970	\$147,940
OPARC	OPARC Connect - New Freedom Portion	\$0	\$78,278	\$28,254	\$106,532	\$0	\$67,248	\$20,000	\$87,248	\$0	\$145,526	\$145,526	\$48,254	\$193,780

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- 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: 15

**Date:** September 12, 2013

**Subject:** Amendment No. 1 to Contract C12077, A/E Services for the San Bernardino Transit Center Omnitrans Bus Facility, to HDR Engineering, Inc. for Construction Administration, Continuation of Design Support, Environmental & Right of Way Services Through Construction

**Recommendation:\*** That the following be reviewed and recommended for final approval by the Board of Directors at a regularly scheduled Board meeting:

1. Approve Amendment No. 1 to Contract No. C12077 with HDR Engineering, Inc. for construction administration, continuation of design support, environmental & right of way services thus increasing the contract amount by \$1,079,832 for a new not-to-exceed amount of \$3,953,533 and to extend the contract duration of Contract No. C12077 by one year from December 31, 2014 to December 31, 2015.
2. Authorize the Executive Director to execute Amendment No. 1 to Contract No. C12077 with HDR Engineering, Inc.

**Background:** In January 2012, the SANBAG Board of Directors approved Contract No. C12077 with HDR Engineering for design & engineering services, project management, right-of-way delineation & acquisition and environmental

\*

*Approved*  
 Board Metro Valley Study Session

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

Moved: \_\_\_\_\_ Second: \_\_\_\_\_

In Favor: \_\_\_\_\_ Opposed: \_\_\_\_\_ Abstained: \_\_\_\_\_

Witnessed: \_\_\_\_\_

COG		CTC	X	CTA		SAFE		CMA	
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Check all that apply.

MVSS1309a-cd

<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared Documents/C12077-1.doc>

<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/C12077-1%20CSS.docx>

permitting and clearance, including California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance for the Omnitrans bus facility at the San Bernardino Transit Center in the amount of \$2,670,635. Since the contract was awarded, significant progress has been made on the overall design and the project is nearing the construction phase. Throughout the course of project development there have been several issues raised primarily by third parties that were not included in the original scope of work. In addition, design services during construction were not included in the original scope of work and need to be incorporated to allow for design support during construction to ensure the success of the project.

This amendment is being proposed to address several design issues that have been raised by third parties as well as design services during construction. See Attachment A of the contract and detailed Executive Summary of the Amendment No. 1 Scope of Work for the San Bernardino Transit Center (SBTC). In general, the Scope of Work includes:

- Additional City of San Bernardino Pre-Application and Planning Coordination meetings and processing.
- Additional design work required by the City of San Bernardino for storm drain improvements at Rialto and E Streets.
- Additional detail design work required by the City of San Bernardino to align F Street with the proposed SBTC entry.
- Additional off-site design work required by the City of San Bernardino to integrate the proposed Metrolink Downtown Station with the SBTC, including construction of a 183 space shared parking lot off-site south of the Downtown San Bernardino Passenger Rail Project (DSBPRP).
- Additional design work requested by Omnitrans for an off-site detention basin on the Arrowhead Credit Union property fronting Mill Street to maintain adjoining future transit oriented development (TOD) parcel area for future development and to share storm water detention system with DSBPRP.
- Additional design work requested by the City of San Bernardino including upgrading deteriorated F Street between Rialto and Second Street.
- Additional design work for Rialto Street improvements is requested by City of San Bernardino to change street profile.

**Contract Extension**

With construction of the San Bernardino Transit Center estimated to begin in early 2014 and finish in mid to late 2015, Contract No. C12077 with HDR Engineering, Inc. needs to be extended to allow for the proposed design services during construction activity to be complete as well as to ensure HDR's availability until the duration of construction. Staff is proposing to amend the contract to extend the expiration date from December 31, 2014 to December 31, 2015.

***Financial Impact:*** This item is consistent with the approved Fiscal Year 2013/2014 budget.

***Reviewed By:*** This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG General Counsel and Contract Administrator have reviewed this item and a draft of the Amendment.

***Responsible Staff:*** Casey Dailey, Transit Analyst

## CONTRACT SUMMARY SHEET

Contract No. C 12077 Amendment No. 1

By and Between

San Bernardino County Transportation Authority and HDR Engineering

Contract Description A/E Services for the San Bernardino Transit Center Omnitrans Bus Facility

**Board of Director's Meeting Date:** October 2, 2013

**Overview of BOD Action:** Approve Amendment No. 1 to Contract No. C12077 with HDR Engineering, Inc. for construction administration, continuation of design support, environmental & right of way services thus increasing the contract amount by \$1,079,832 for a new not-to-exceed amount of \$3,953,533 and to extend the contract duration of Contract No. C12077 by one year from December 31, 2014 to December 31, 2015.

**Is this a Sole-Source procurement?**  Yes  No

CONTRACT OVERVIEW					
Original Contract Amount	\$	2,620,180	Original Contingency Amount	\$	253,521
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	<i>[Signature]</i>
Current Amendment Amount	\$	1,079,832	Contingency Amendment	\$	<i>[Signature]</i>
<b>TOTAL CONTRACT VALUE</b>	<b>\$</b>	<b>3,700,012</b>	<b>TOTAL CONTINGENCY VALUE</b>	<b>\$</b>	<b>253,521</b>
<b>TOTAL BUDGET AUTHORITY (contract value + contingency)</b>					<b>\$ 3,953,533</b>

Contract Start Date 3/7/12	Current Contract Expiration Date 12/31/2014	Revised Contract Expiration Date 12/31/2015
Has the contract term been amended? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes - please explain. The San Bernardino Transit Center is scheduled to begin construction in early 2014 with an expected duration of approximately 12 months; this amendment includes design services during construction, necessitating an extension of the contract length.		

FINANCIAL INFORMATION				
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>0311</u> . <input type="checkbox"/> A Budget Amendment is required.				
How are we funding current FY? Omnitrans Contract C12117				
<input checked="" type="checkbox"/> Federal Funds	<input checked="" type="checkbox"/> State Funds	<input checked="" type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds	<input type="checkbox"/> Measure I Funds
Provide Brief Overview of the <b>Overall</b> Funding for the duration of the Contract: 6012 (Transit Center Project Fund)				
<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 _____ %	

<i>Casey Diley</i>	<i>[Signature]</i>	8/23/13
Project Manager (Print Name)	Signature	Date
<i>Mitchell A. Alderman</i>	<i>[Signature]</i>	8/23/13
Task Manager (Print Name)	Signature	Date
<i>Andree Zureick</i>	<i>[Signature]</i>	8/26/13
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
<i>Jeffery Hill</i>	<i>[Signature]</i>	8/28/13
Contract Administrator (Print Name)	Signature	Date
<i>[Signature]</i>	<i>[Signature]</i>	8/28/13
Chief Financial Officer (Print Name)	Signature	Date

**AMENDMENT NO. 1**  
**TO**  
**CONTRACT NO. C12077**  
**BETWEEN**  
**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**  
**AND**  
**HDR ENGINEERING, INC.**

This AMENDMENT No. 1 to Contract No. C12077 (this "Amendment") is made by and between HDR Engineering, Inc. (hereafter called CONSULTANT) and the San Bernardino County Transportation Authority (hereafter called AUTHORITY):

**RECITALS:**

- A. **WHEREAS**, AUTHORITY, under Contract No. C12077, has engaged the services of CONSULTANT to provide certain architectural and engineering services, project management, right-of-way location, and acquisition and environmental, including CEQA and NEPA compliance as well as traffic studies, geotechnical work; hydrology work and landscaping for the San Bernardino Transit Center ("Project"); and
- B. **WHEREAS**, AUTHORITY and CONSULTANT desire to amend the aforesaid contract; and
- C. **WHEREAS**, the parties agree that the net increase will be \$1,079,832.

**NOW THEREFORE**, the parties mutually agree to amend Contract No. C12077 as follows:

- 1. The Scope of Services for Contract No. C12077 shall be amended to include all additional elements of the Scope of Services that are described in Attachment A to this Amendment No. 1.
- 2. Under Article 2, Period of Performance, to delete December 31, 2014 and replace with December 31, 2015.
- 3. Amend Article 3, "Contract Price and Cost Principals", sub-paragraph 3.2, to delete \$2,670,635 as the not-to-exceed amount and replace with \$3,750,467 as the revised not-to-exceed amount.
- 4. Include Attachment B to this Amendment No. 1, which includes the negotiated fee for the work identified herein.

5. The Scope of Services for Contract C12077 shall be amended to remove Article 22, Subsection 22.5, "Railroad Protective Liability".
6. Except as amended by this Amendment No. 1, all other provisions of Contract No. C12077, as amended, remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have duly executed this Amendment No. 1 below.

**HDR ENGINEERING, INC.**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Thomas Kim  
Sr. Vice President

By: \_\_\_\_\_  
W.E. Jahn  
President

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

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

**APPROVED AS TO FORM:**

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

**CONCURRENCE:**

By: \_\_\_\_\_  
Jeffery Hill  
Contract Administrator

## **ATTACHMENT A**

### **Changes to Scope of Work**

#### **San Bernardino Transit Center**

##### **EXECUTIVE SUMMARY**

HDR is proposing a contract amendment to the scope of services, and to add services related to construction phase of the project. The following services are included in Amendment No. 1:

- Selected a la carte items
  - Project Management
  - Research and Data Collection
  - Concept Design and Definition
  - Environmental Documentation
  - Design Development
  - Construction Documents
  - Post Design Sustainability and LEED Commissioning
  - Construction Administration (Design Services during Construction)
  - Post Design and Real Estate and ROW Services
  - Post Design Sustainability and LEED Commissioning
  - Art Coordination
- I. Construction administration and post design services were not included in the contract for the SBTC and are included in this amendment.
- II. A la carte items were selected by Omnitrans for further development and procurement as funds become available including Plaza Fountain, Sundial, Photovoltaic panels. These elements were selected by Omnitrans for further design development from a list of Ala carte (optional) enhancements.
- III. Post design LEED and Sustainability Services are included for bid support, construction acceptance, warranty and LEED Certification Phases.
- IV. FTA requested that the Downtown San Bernardino Passenger Rail Project and Omnitrans bus transit center project be combined for environmental entitlement processing including additional NEPA and CEQA Clearance Support and City of San Bernardino Entitlements.

V. Various changes have occurred with SANBAG's approach to deliver Final Construction Documents for the San Bernardino Transit Center – Omnitrans Bus Facility (SBTC). These changes were not anticipated, requiring an amendment to HDR's architectural and engineering services contract. A brief summary of the required additional work items is as follows:

- Additional City of San Bernardino Pre-Application and Planning Coordination meetings and processing.
- Additional meetings are required to ensure the correct processing take place with greatly reduced City of San Bernardino staff with the bankruptcy of the City of San Bernardino and dissolution of the San Bernardino Economic Development Agency.
- Additional design work is requested by the City of San Bernardino including replacement design and a separate Rialto and E Street Storm drain submittal caused by the Omnitrans Bus Rapid Transit Station (BRT) on E Street at Rialto.
- Additional detail design work is necessary to align F Street with the proposed SBTC entry including reconfiguration of the acquired 655 W Rialto Avenue and 123 G Street properties as requested by the City of San Bernardino.
- Additional off-site design work is required by the City of San Bernardino to integrate the proposed Metrolink Downtown Station with the SBTC including construction of a 183 space shared parking lot off-site south of the Downtown San Bernardino Passenger Rail Project (DSBPRP).
- Additional design work is required for an off-site detention basin on the Arrowhead Credit Union property fronting Mill Street as requested by Omnitrans to maintain their adjoining future transit oriented development (TOD) parcel area for future development and to share storm water detention system with DSBPRP.
- Additional design work is required to integrate the proposed design of the DSBPRP Metrolink Station Platform A with the San Bernardino Transit Center (SBTC) bus platform to share passenger amenities, fencing, benches lighting and utilities to create a safe, cost effective and sustainable intermodal transit center.
- Additional design work was requested by the City of San Bernardino including upgrading deteriorated F Street between Rialto and Second Street.
- Additional design work for Rialto Street improvements is requested by City of San Bernardino to change profile of street. **SCOPE OF SERVICES**

## **RPRP - TASK 1      TASK 1      PROJECT MANAGEMENT**

HDR Engineering will provide overall project management, coordination, and supervision of the project staff to facilitate the performance of the work in accordance with the scope and requirements of SANBAG. In meetings with the Stakeholders, we will act as agents of SANBAG communicating the needs and intentions of the Project with other Stakeholders. This strategy of project management depends on clear and frequent communication between SANBAG and HDR, which we accomplish through face to face meetings, telephone consultations, email, and written progress reports.

**TASK 1.1 – 1.6 NOT USED**

**TASK 1.7 ADDITIONAL PROJECT AND CONSTRUCTION ADMINISTRATION MANAGEMENT**

Additional labor hours are being requested to account for ongoing project management, coordination, and project accounting due to the expanded scope outlined in this amended scope proposal. The additional hours will also cover future project management associated with the construction administration through construction.

**TASK 2 RESEARCH AND DATA COLLECTION**

Prepare and obtain all of the necessary information and develop recommendations needed to complete the design of the proposed transit center and adjacent arterial roadway improvements.

**TASK 2.1 GEOTECHNICAL EXPLORATION**

**TASK 2.1.1 GEOTECHNICAL EXPLORATION-F STREET**

Collect pavement and subsurface information at the site and provide pavement recommendations for the project. Scope of work is expected to consist of the following tasks:

- Review geotechnical reports in our in-house library relevant to both site locations.
- Perform a field exploration consisting of coring approximately seven locations. Cores will be recovered and photographed, and the base materials and upper subsurface will be sampled by hand. Cored holes will be backfilled with gravel and patched with cold-patch asphalt. Traffic control will be provided by a licensed outside contractor for work to be performed on F-street. Traffic control will be to WATCH manual standards.
- Perform engineering analysis of the existing pavement and subgrade.
- Prepare a report presenting our findings and pavement rehabilitation recommendations.

**Assumptions**

- Traffic control plan will not be required.
- Underground Service Alert notification will not be required.
- Field exploration can be performed during daylight hours on weekdays.
- Identification, handling, and treatment of materials that need to be environmentally addressed are beyond the scope of our geotechnical engineering services. If such materials are encountered, we will notify you immediately and a proposal for handling of such materials will be submitted upon request.

**Activities**

- Visit Site.
- Manage and procure necessary core samples.

- Memo Report (electronic format only).

**TASK 2.2 – 2.5 NOT USED**

**TASK 2.6 CITY OF SAN BERNARDINO PRE-APP MEETING**

**Activities**

- Meeting to review the proposed building design with the City of San Bernardino planning department. The design must conform to city ordinances involving zoning, land use, storm water, fire, waste and building safety.

**TASK 2.7 CONDITIONAL USE PERMIT (CUP) MEETING PROCESS WITH CITY OF SAN BERNARDINO**

Develop alternative entitlement process in lieu of CUP. Coordinate method design review in lieu of a condition/use permit to facilitate project schedule.

**Activities**

- Attend several meetings and produce meeting minutes.

**TASK 3 CONCEPT DESIGN/DEFINITION**

Omnitrans requested additional User Meetings to ensure departmental coordination and agreement. Additional City of San Bernardino Pre-Application and Planning Coordination meetings and processing.

With the bankruptcy of the City of San Bernardino and dissolution of the San Bernardino Economic Development Agency, processing land use entitlements has required a need for additional meetings to ensure the correct processing take place with greatly reduced City staff.

**TASK 3.1 – 3.6 NOT USED**

**TASK 3.7 USER MEETINGS**

**Activities**

- Nine (9) added user meetings/prep/responses to refine program.
  - Cost Estimate Meeting.
  - Cost Estimate Meeting with Omnitrans.
  - Phasing Concept Design Meeting.
  - Phasing Studies with Cost Analysis.
  - Program refinement meetings.
  - Project meeting presentations, meeting minutes concept plans.

### **TASK 3.8 BUILDING AND SITE DESIGN CONCEPTS**

Examine additional site concepts to maximize the functional and future use of TOD building pad per Omnitrans request.

#### **Activities**

- Additional site plan revision.
- Additional meetings and minutes.

### **TASK 4 ENVIRONMENTAL DOCUMENTATION (CEQA/NEPA CLEARANCE)**

Additional support for the project required due to the additional acquisitions, and coordination with the Downtown San Bernardino Passenger Rail Project (DSBPRP) and the future Redlands Passenger Rail Project (RPRP) as requested by the FTA.

Additional NEPA and CEQA Clearance Support and City of San Bernardino Entitlements.

FTA requested that the Downtown San Bernardino Passenger Rail Project and Omnitrans bus transit center project be combined for environmental entitlement processing.

Additional acquisitions of 123 G Street, 655 W. Rialto Avenue and Arrowhead Credit Union property fronting Mill Street (remote detention basin) required adjustment to the perimeter of the Area of Potential Effects (APE). This change to APE was required by San Bernardino to Align F Street and to integrate Economic Development Corporation (successor) properties (Metrolink/Omnitrans parking lot).

A burrowing owl was spotted on-site by a stakeholder and was included in draft comments. SANBAG requested additional environmental assistance to develop a strategy to mitigate this issue. At a later time, it was observed concrete was placed on the site that disturbed the burrowing owl. Additional survey was needed to determine the impact of the owl by the concrete from Omnitrans bus rapid transit project (sBX).

#### **TASK 4.1 – 4.4 NOT USED**

#### **TASK 4.5 NEPA SUPPORT**

#### **Activities**

- Additional right-of-way (ROW) support in for environmental document.
- Burrowing Owl – FTA response to California Department of Fish and Wildlife comments and coordination with FTA, City of San Bernardino and sBX.
- sBX Coordination.

## **TASK 4.6 CITY OF SAN BERNARDINO ENTITLEMENTS**

Revisions necessary for 655 W. Rialto Avenue property including extensive site modifications for ROW acquisition.

### **Activities**

- 655 W. Rialto modifications.
- Planning and permit coordination including meeting attendance, minutes and progress report.

## **TASK 5 DESIGN DEVELOPMENT**

### **TASK 5.1 – 5.9 NOT USED**

### **TASK 5.10 COST ESTIMATE**

#### **TASK 5.10.1 Confirmation of 100% Design**

Verify cost estimate to include both on and off-site design work necessary to finalize and acquisition properties, adjacent DSBPRP Metrolink facilities, parking lot, detention basin, Rialto Street, E Street and F Street improvements.

### **Activities**

- Confirm all material take-offs.
- Confirm all acquisition costs.
- Take-Off and Estimate all Civil and Utility Work.
- 100% Estimate

### **TASK 5.11 – 5.13 NOT USED**

### **TASK 5.14 ALA CARTE ITEMS**

Items determined by Omnitrans for further development not included in base fee.

### **Activities**

- Development of bid add alternates to establish site, materials, utility coordination, and constructability for water feature and monument sign, sun dial, photovoltaic array, architectural accent lighting at canopy columns. Art Program coordination.
- Design plans

### **TASK 5.15 ADDITIONAL PLAZA AREA DUE TO PHASED BUILDING**

### **Activities**

- Revised plans per Omnitrans for future expansion of plaza north of building.

- Provide landscaping, lighting, seating and pavement treatments.
- Design plans

## **TASK 5.16 DESIGN FOR MOBILE VENDORS & FOOD TRUCKS**

### **Activities**

- Design modifications to accommodate mobile vendor and food trucks including providing turn-round and power receptacles.
- Design Plans.

## **TASK 6 CONSTRUCTION DOCUMENTS**

### **TASK 6.1 – 6.5 NOT USED**

### **A LA CARTE ITEMS**

Construction documents for selected a la carte items selected by Omnitrans not included in base contract. A la carte items were selected by Omnitrans for final design and inclusion in the construction documents for procurement as funds become available.

### **Selected a la carte items (below)**

#### **TASK 6.6 WATER FEATURE AND MONUMENT SIGN**

#### **TASK 6.7 SUN DIAL**

#### **TASK 6.8 PHOTO VOLTAIC PANELS**

### **Activities for a la carte Tasks**

- 100% Construction documents and coordination.

## **TASK 6.9 CIVIL-RIALTO AVENUE DEDICATED DESIGN SUBMITTAL**

Advanced delivery and modifications for a portion of off-site improvements requires additional design work mandated by the City of San Bernardino including replacement design and a separate Rialto and E Street Storm drain submittal caused by the Omnitrans Bus Rapid Transit Station (BRT) on E Street at Rialto. Design work for the new storm drain is necessary for proper drainage on E Street but was not included in the BRT project scope. Additional design work for Rialto Street improvements is requested by City of San Bernardino to change profile of street.

Street was designed as a standard widening to allow for new bike lane. City of San Bernardino has requested redesign of the street profile to the center to minimize cross slope transitional problems between the improved and existing conditions.

## **Activities**

- Revise and prepare plans, specifications, cost estimate and additional coordination with utilities and sBX.

### **TASK 6.10 PHASING PLANS AND TEMPORARY PARKING LOT FOR 655 W RIALTO AVENUE**

Required phasing plans and parking for the acquisition of the 655 W. Rialto Avenue property.

## **Activities**

- Prepare plans and specifications for phasing temporary parking to meet requirements of land owner.

### **TASK 6.11 DOWNTOWN SAN BERNARDINO PASSENGER RAIL PROJECT (DSBPRP) ON AND OFF-SITE INTEGRATION- TRANSIT CENTER PARKING LOT**

Transit Center portion of parking lot at the DSBPRP Metrolink lot south of project requires HDR project team will work closely with SANBAG, Omnitrans, and the City of San Bernardino to ensure a seamless transition between the two projects. The result of this close coordination has, to some extent, driven design decisions for San Bernardino Transit Center parking lot.

## **Activities**

- Land Acquisition coordination – ROW.
- Planning permit.
- Civil, security, lighting, landscape, retaining wall, signage design.
- ROW-Plats and legals, revisions.
- Drainage calculations.

### **TASK 6.12 DETENTION BASIN**

Omnitrans shared portion of an offsite detention basin required for the Transit Center Project including portions from DSBPRP including parking lot, and RPRP. It was decided by the stakeholders that additional storm drain runoff would need to be provided for the increase in area presented by the proposed San Bernardino Transit Center parking lot; the Omnitrans Bus Facility; and the 655 W. Rialto Avenue property. Resizing the storm basin necessitated a southerly shift in its location relative to the 90% DSBPRP concept along with expansion of the required right-of-way acquisition which required significant revisions to the plats and legal documents related to the basin.

Additional design work is required for an off-site detention basin on the Arrowhead Credit Union property fronting Mill Street as requested by Omnitrans to maintain their adjoining future transit

oriented development (TOD) parcel area for future development and to share storm water detention system with DSBPRP.

To maintain site area for development and to share the detention needs additional survey, geotechnical and civil design work needs to be provided off-site, not contemplated by the SBTC contract. Additional off-site design work is required by the City of San Bernardino to integrate the proposed Metrolink Downtown Station with the SBTC including construction of a 183 space shared parking lot off-site south of the DSBPRP. A new parking lot will be designed to provide 24 required parking spaces for the SBTC, 40 for Metrolink Crew House with the balance of 119 spaces shared for shared transit center use.

### **Activities**

- Prepare design drawings, additional survey and coordination with ROW acquisition, utilities, and seepage analysis.

### **TASK 6.13 RECONFIGURE PLATFORM FOR METROLINK/OMNITRANS**

SBTC Stakeholders provided feedback that necessitated revisions to the proposed platforms and pedestrian access to E Street. These comments as well as the sidewalk widening along the west curb of E Street resulted in changes to the landscaping, hardscape and inter track fencing between the station platforms and the E Street sidewalk.

Additional design work is required to integrate the proposed design of the DSBPRP Metrolink Downtown Station Platform A with the SBTC bus platform to share passenger amenities, fencing, benches lighting and utilities to create a safe, cost effective and sustainable intermodal transit center.

This design effort includes refinement of the combined platform(s) layout, fencing, paving patterns and textures and landscaping with the DSBPRP.

As a result, changes are required to address project aesthetics to the area between E Street and the east of the rail platforms. The area of interest lies between the two projects and will be designed so as to accommodate aesthetics and function of both projects. These changes will include modifications to the DSBPR landscaping, hardscape, way finding, civil, and architectural plans.

### **Activities**

- Architectural- Layout revision.
- Structural- Re-design Metrolink Typical Section of E Street Platform.
- Architectural-platform canopies layout & design modifications at E Street.
- Electrical- Platform lighting layout & design modifications at E Street.
- Civil- Utilities inter-project coordination.

## **TASK 6.14 F STREET IMPROVEMENTS**

Additional design work is necessary to align F Street with the proposed SBTC entry as required by the City of San Bernardino. Existing paving and base will be reviewed including gutters and storm drain inlets and cross slope.

### **Activities**

- Design modifications to accommodate necessary modification of F Street e.g. civil, traffic, drainage.
- Civil plans, specifications and cost estimate

## **TASK 7 BID SUPPORT-NOT USED**

## **TASK 8 CONSTRUCTION ADMINISTRATION / DESIGN SERVICES DURING CONSTRUCTION**

This task involves the provision of technical support services by the HDR team to SANBAG during the bidding and construction phases of the project. Due to the nature of performing Design Support During Construction services is based on many unknowns including the experience of the contractor and identification of changed field condition, the proposed cost defined in the fee estimate was developed based on historical costs in performing these types of projects. A general assumption for this Scope of Services is that fee estimate is for budget purposes and HDR will perform this work on a time and materials basis and will invoice based on effort expended during the period of performed services. HDR will notify SANBAG if and when there is any indication of not having sufficient funds to complete the project. Construction services will include management and construction administration for each discipline along with incidental post design coordination.

Disciplines include Architecture, Civil, structural, mechanical, electrical, plumbing, landscape, photovoltaic, signage, security, communication services are included within construction administration.

## **TASK 8.1 MANAGEMENT**

### **Activities**

- Schedule of Values.
  - Review contractor payment requests.
- Contract Drawing amendment review.
  - Review contract amendments to contract scope and costs.
- Meetings:
  - Weekly construction team meetings: 75 total at 4 hours each.
  - Monthly Design team meetings: 18 total at 2 hours each.

- Coordinate/Participate in scheduled meetings.

## **TASK 8.2 CONSTRUCTION ADMINISTRATION-DESIGN DISCIPLINES**

### **Activities**

- Submittal reviews:
  - Product Submittals and Material Samples: Evaluate product submittals for conformance to the contract documents.
  - Material Substitution: Evaluate the material changes to the contract documents and provide direction.
- Meetings:
  - Weekly construction team meetings: 75 total at 4 hours each.
  - Monthly Design team meetings: 18 total at 2 hours each.
  - On-Site Field Observation: Bi-weekly for a total of 40 at 4 hours each.
  - Action Items Tracker: Develop and manage an actions items matrix.
  - Develop meeting minutes.
  - Develop Field Report.
  - Develop Punch list.
- Contract Drawing Clarification and Amendments.
  - Request for Information (RFI): Provide information to clarify the intent of the design as requested by the construction team.
  - Document addenda to the contract documents.
  - Contract Drawing Clarification.
- Contract Amendments or Change Orders.
  - Activities associated with a change order resulting from a revision to the building scope of work will be addressed on a case by case basis.
- Record Drawings.
  - Update the contract drawings to reflect revisions to the design during the construction process.

## **TASK 9 NOT USED**

## **TASK 10 POST DESIGN REAL ESTATE AND ROW SERVICES**

Additional real estate services to ensure proper coordination of acquisition properties.

### **TASK 10.1 REAL ESTATE REVIEW DOCUMENTS**

#### **Activities**

- Review construction drawings and contractor submittals regarding property acquisition and staking.

## **TASK 11 POST DESIGN SUSTAINABILITY AND LEED COMMISSIONING SERVICES**

Commissioning and Facility Services (HDR CFS) to coordinate Commissioning and LEED® certification services. The following scope of work is based on two tasks: Task 1 represents sustainable Bid Support and LEED Design including Review Submission post Construction Documents phase; Task 2 represents Construction, Acceptance, Warranty and LEED Certification Phases. Sustainable Bid Support and LEED Design including Review Submission post Construction Documents phase.

### **TASK 11.1 SUSTAINABILITY BID SUPPORT**

#### **Activities**

- Provide overall LEED Certification management.
- Savings by Design (SDS) will participate in bi-weekly design team meetings, both on-the-ground and telephone/conference calls.
- Provide sustainable measures bid support as needed.
- Coordinate final energy model input into LEED online.
- Coordinate utility incentives (SDS) as needed.
- Develop and incorporate commissioning specifications and requirements into the construction documents.
- Coordinate the following:
  - Payment of all applicable LEED Design Review fees to the GBCI (HDR to be reimbursed for all GBCI fees).
  - Coordinate the LEED Design Review Phase documentation and upload it to the LEED Online website.
  - Submission to GBCI for LEED Design Review, and respond to GBCI Review Comments; act as intermediary between the design team and the GBCI during the application/review/review response periods.

- Submit LEED Credit Interpretation Requests for design and construction applicability for earning LEED Credit Points as needed (HDR to be reimbursed for all GBCI fees).

Perform a review and back check of the OPR (Owner Project Requirements) and BOD (Basis of Design) for clarity and completeness.

## **TASK 11.2 CONSTRUCTION, ACCEPTANCE, WARRANTY AND LEED CERTIFICATION PHASES**

### **Activities**

- SDS will provide overall LEED Certification management.
- Attend a contractor kick-off workshop to educate the contractor and sub-contractors about their LEED roles and responsibilities.
- Participate in bi-monthly design team meetings, both on-the-ground and telephone/conference calls.
- Review RFI and Submittals as needed for compliance with LEED criteria.
- Track LEED Implementation Plan construction tasks and general progress through team update.
- Review contractor's actions required for LEED and make recommendations as necessary.
- Coordinate utility incentives (Savings by Design) as needed.
- Coordinate the following:
  - Payment of all applicable LEED Construction Review fees to the GBCI (HDR to be reimbursed for all GBCI fees).
  - Coordinate the LEED Construction Phase documentation and upload it to the LEED Online website.
  - Submission to GBCI for LEED Construction Review, and respond to GBCI Review Comments; act as intermediary between the design team and the GBCI during the application/review/review response/final rating periods.
- Provide all necessary documentation to satisfy the audit inquiries provided by the GBCI.
- Coordinate LEED aspects of project closeout as needed.
- Prepare and distribute Pre-Functional Check (PFC) and Functional Performance Test (FPT) procedures to the commissioning team.
- Schedule and lead the commissioning meetings.
- Perform site visits to review installation techniques and will document findings in Site Observation Reports.
- Maintain a dynamic Issues Log to document systems/equipment installation and testing

- deficiencies.

### **TASK 11.3 COMMISSIONING PLAN**

#### **Activities**

- Coordinate and lead Owner/Architect/Contractor and Owner/Architect/Contractor/Subcontractor commissioning kick-off meetings.
- Review Commissioning Reports as needed for compliance with LEED criteria.
- Prepare a draft Commissioning Plan and report in electronic format.

### **TASK 12 ART COORDINATION**

An Art Coordinator will manage, facilitate and coordinate the Art Committee (made up of representatives from SANBAG, Omnitrans, City of San Bernardino, Design Team, Construction Manager, and Contractor) for inclusion of an Art Program for the project. Art coordination will include management of a selection, public art outreach process, and artist's deliverables.

#### **TASK 12.1 MEETINGS AND FACILITATION**

##### **Activities**

- Prepare and facilitate meetings with Art Committee.
- Prepare Meeting Notes.
- Attend Board, Design Team and stakeholder meetings to report art program progress.
- Review and advise art procurement to comply with FTA guidelines.
- Prepare Art Program budget and schedules.
- Meeting Minutes for attended meetings.
- Monthly Progress Report.

#### **TASK 12.2 ARTIST SELECTION AND OUTREACH**

##### **Activities**

- Manage Artist selection and outreach process.
- Assist SANBAG develop agreements for artists and other support services.
- Provide input to all art program printed and electronic presentation materials and activities.
- Review documentation for Art Committee of artwork for the project.
- Provide art program status report at schedule and budget.



- 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: 16

**Date:** September 12, 2013

**Subject:** San Bernardino Municipal Water Department Cooperative Agreement

**Recommendation:\*** That the following be reviewed and recommended for final approval by the Board of Directors at a regularly scheduled Board meeting:

1. Approve Cooperative Agreement R14044 between the San Bernardino Associated Governments, acting in its capacity as County Transportation Commission, and the San Bernardino Municipal Water Department (SBMWD) for Water Capacity Improvements Along Rialto Ave. & I Street and K Street & 3rd Street as part of the Construction of the Downtown San Bernardino Passenger Rail Project.
2. Approve Fiscal Year 2013/2014 budget amendment to increase Task No. 0379 Commuter Rail Capital by \$160,000 for a new task total of \$94,977,941 to be paid through Cooperative Agreement R14044.

**Background:** The Downtown San Bernardino Passenger Rail Project (DSBPRP) is proposed to extend Metrolink regional passenger rail service approximately one (1) mile east from its current terminus at the existing Santa Fe Depot (Depot) to the new Metrolink commuter rail platforms proposed near the intersection of Rialto Avenue and E Street in the City of San Bernardino. The primary features of the DSBPRP include: construction of a second track, rail platforms, parking lots, a

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Approved  
 Board Metro Valley Study Session

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

Moved: \_\_\_\_\_ Second: \_\_\_\_\_

In Favor: \_\_\_\_\_ Opposed: \_\_\_\_\_ Abstained: \_\_\_\_\_

Witnessed: \_\_\_\_\_

COG		CTC	X	CTA		SAFE		CMA	
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Check all that apply.  
 MVSS1309b-cd  
<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/R14044%20CSS.docx>  
[http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/SBMWD%20Cooperative%20Agreement\\_R14044.pdf](http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/SBMWD%20Cooperative%20Agreement_R14044.pdf)

pedestrian overpass at the Depot, grade crossing improvements; railroad signalization; and roadway closures. The proposed Project's secondary features include: construction of drainage improvements, utility accommodation, and implementation of safety controls.

Concurrent with the development and construction of the DSBPRP, the SBMWD has water capacity enhancement projects planned in two areas that the contractor will be performing work. In order to avoid redundant work tasks that would add additional cost and in coordination with the San Bernardino Municipal Water Department (SBMWD), SANBAG is planning to include two areas of the future SBMWD projects into the DSBPRP construction contract as betterment to the project. There are two areas of work that will be included: 1) K Street from 2<sup>nd</sup> Street to 3<sup>rd</sup> Street and 2) Rialto Avenue and I Street. Each section of work is described below.

K Street from 2<sup>nd</sup> to 3<sup>rd</sup> Street - K Street will be widened to mitigate the closure of 3rd street at the existing railroad. A new 8" water line will be installed 7' west of the easterly new curb (within the newly widened street) to replace an existing 6" water line. It will connect to an existing 8" water line in 3rd Street in 2 locations. The alignment will relocate a portion of the existing 8" water line in 3rd Street to align with the new street alignment improvements included in the DSBPR project. The water line will connect to an existing 12" (Cast Iron) water line at the intersection of 2nd and "K" Street. The connection will require trenching an additional 40' outside the original project limits, into 2nd Street. All required valves, fire hydrant, private service connections and temporary "High-Lining" will also be completed. The 8" water line project is being designed by a sub consultant (Ludwig Engineering) to SBMWD and their plans will be inserted into the DSBPR contract document set. SBMWD will reimburse SANBAG for the installation of the water line as a City betterment.

W. Rialto Ave & I Street - A new 12" water line will be designed and installed to run along W. Rialto Avenue to join an existing 20" transmission water line along "I" Street. The new 12" water line will replace an existing 6" water line. A portion of the 12" water line west of the DSBPR Project limits on W. Rialto Avenue is being designed by the City. The City designed 12" water line will join with the SANBAG designed portion of the same 12" water line west of the new steel casing. The existing 6" water line in Rialto Avenue will be retired and abandoned in place or removed by the contractor where needed at project cost. All required valves, fire hydrants, private service connections and temporary "High-Lining" along with the 12" waterline will be reimbursed by SBMWD to SANBAG for the installation as a City betterment.

SBMWD has provided SANBAG with a cost estimate for the work that is considered a betterment to the overall DSBPRP. The total estimated construction cost for the installation of both sections is \$160,000 and will be reimbursed by SBMWD to SANBAG. In the event the costs for performing the work are different from the estimate, the agreement requires the actual costs of the improvements to be reimbursed to SANBAG. The cooperative agreement outlines the specific roles and responsibilities of each party with respect to the costs that will be borne by each party and which costs will be reimbursed by SBMWD to SANBAG.

This item is scheduled to be heard by the SBMWD Board on September 17, 2013. If there are any changes or revisions to the agreement, this item will be brought back to the Commuter Rail & Transit Committee prior to full Board consideration.

**Financial Impact:** This item is not consistent with the Fiscal Year 2013/2014 adopted budget. A budget amendment is needed to increase Task No. 0379 Commuter Rail Capital by \$160,000 for a new task total of \$94,977,941 to be paid through Cooperative Agreement R14044.

**Reviewed By:** This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG General Counsel and Contract Administrator have reviewed this item and a draft of the Cooperative Agreement.

**Responsible Staff:** Casey Dailey, Transit Analyst



## CONTRACT SUMMARY SHEET

Contract No. R 14044 Amendment No. \_\_\_\_\_

By and Between

San Bernardino Municipal Water Department and SANBAG

Contract Description San Bernardino Municipal Water Department Cooperative Agreement

**Board of Director's Meeting Date:** November 6, 2013

**Overview of BOD Action:** 1. Approve Cooperative Agreement R14044 between the San Bernardino Associated Governments, acting in its capacity as County Transportation Commission, and the San Bernardino Municipal Water Department (SBMWD) for Water Capacity Improvements Along Rialto Ave. & I Street and K Street & 3rd Street as part of the Construction of the Downtown San Bernardino Passenger Rail Project 2. Approve Fiscal Year 2013/2014 budget amendment to increase Task No. 0379 Commuter Rail Capital, Fund 6010, by \$160,000 to be paid through Cooperative Agreement R14044

Is this a Sole-Source procurement?  Yes  No

### CONTRACT OVERVIEW

Original Contract Amount	\$	160,000	Original Contingency Amount	\$	
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>160,000</b>	<b>TOTAL CONTINGENCY VALUE</b>	<b>\$</b>	
<b>TOTAL BUDGET AUTHORITY (contract value + contingency)</b>					<b>\$ 160,000</b>

Contract Start Date 11.6.2013	Current Contract Expiration Date 12.31.2016	Revised Contract Expiration Date
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Has the contract term been amended?  No  Yes - please explain.

### FINANCIAL INFORMATION

Budget authority for this contract currently exists in Task No. \_\_\_\_\_.

A Budget Amendment is required.

How are we funding current FY? Commuter Rail Capital 0379, Fund 6010

Federal Funds  
  State Funds  
  Local Funds  
  TDA Funds  
  Measure I Funds

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

Funds to be paid to SANBAG through R14044

Payable  Receivable

### CONTRACT MANAGEMENT INFORMATION

**Check all applicable boxes:**

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

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

Casey Daiky  
Project Manager (Print Name)

[Signature] 8.28.13  
Signature Date

Task Manager (Print Name)  
Andrea Zwick  
Dir. of Fund Admin. & Programming (Print Name)

Signature [Signature] Date 8/28/13

Jeffery Hill  
Contract Administrator (Print Name)

Signature [Signature] Date 9/4/13

Chief Financial Officer (Print Name)

Signature \_\_\_\_\_ Date \_\_\_\_\_

**COOPERATIVE AGREEMENT NO. R14044**

**BETWEEN**

**SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION**

**AND**

**SAN BERNARDINO MUNICIPAL WATER DEPARTMENT**

**FOR**

**WATER CAPACITY SBMWD IMPROVEMENTS ALONG RIALTO AVE. & I STREET  
AND K STREET & 3<sup>RD</sup> STREET AS PART OF THE CONSTRUCTION OF THE  
DOWNTOWN SAN BERNARDINO PASSENGER RAIL PROJECT IN THE CITY OF  
SAN BERNARDINO**

THIS COOPERATIVE AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the San Bernardino County Transportation COMMISSION (hereinafter referred to as "COMMISSION") and the San Bernardino Municipal Water Department (hereinafter referred to as "SBMWD"), (COMMISSION and SBMWD are each a "Party" and collectively "Parties").

**WITNESSETH**

**WHEREAS**, the Measure I 2010-2040 Ten Year Delivery Plan and the COMMISSION Long Range Transit Plan, identified the Metrolink Extension, or Downtown San Bernardino Passenger Rail Project (hereinafter referred to as "DSBPRP") as eligible for partial funding from Measure I 2010-2040 revenues; and

**WHEREAS**, certain sections of SBMWD water lines will be replaced as part of the DSBPRP; and

**WHEREAS**, in accordance with its long-range water system improvement planning, SBMWD planned to construct certain water line replacements (the "Betterments") in two locations where construction of the DSBPRP will require modifications to SBMWD water facilities; and

**WHEREAS**, the COMMISSION will begin construction on the DSBPRP before SBMWD will begin construction on the Betterments, creating the probability that DSBPRP-related modifications would need to be retrenched and removed or reconstructed when the Betterments were constructed at a future time, resulting in a waste of resources for the parties that can be avoided by a cooperative effort to construct the Betterments as part of the DSBPRP; and

**WHEREAS**, the Parties desire to proceed with construction of the Betterments, concurrent with the construction of DSBPRP to maximize construction efficiencies and avoid later conflict; and

**WHEREAS**, this Agreement is intended to delineate the duties, and funding responsibilities of the Parties for the construction of the Betterments; and

**WHEREAS**, the Parties agree that the COMMISSION will be the lead agency to complete the Betterments; and

**NOW, THEREFORE**, COMMISSION and SBMWD agree to the following:

#### SECTION I

##### COMMISSION AGREES:

1. Include the plans and specifications for the Betterments, as described on the Betterments Scope attached hereto as Attachment A and hereby incorporated by this reference, in the invitation for bids for the DSBPRP.
2. Procure the construction contract for the DSBPRP and include a separate bid line item for inclusion of the Betterments.
3. Manage the work of the contractor.
4. Invoice SBMWD for the actual costs associated with the construction of the Betterments. For the convenience of the parties in budgeting for the Betterments, but not binding or limiting as to the actual costs to be reimbursed hereunder, the current estimate of costs of the Betterments is set forth in Attachment B, attached hereto and incorporated by this reference.

#### SECTION II

##### SBMWD AGREES:

1. Design the improvements and provide plans and specifications for the Betterments to SANBAG for inclusion into the Invitation for Bid for DSBPRP
2. Provide inspections, as necessary, for the Betterments.
3. Reimburse COMMISSION for the actual costs incurred associated with construction of the Betterments.

4. Upon satisfactory completion of the Betterments, accept the Betterments and all associated responsibility and liability for the operation, maintenance and control of the Betterments.
5. After acceptance of the Betterments, release, indemnify, defend and hold COMMISSION harmless for any and all liability or claims arising out of the Betterments, their design, construction, operation, maintenance or control, agreeing to look solely to the Contractor and its insurance for any claims associated with the construction of the Betterments.

### SECTION III

#### IT IS MUTUALLY AGREED:

1. Each agency will absorb its own internal costs associated with permitting, design, fees and inspections.
2. The parties will fully cooperate and will coordinate all scheduling, permits, work and other matters, so as to assure timely completion of the Betterments and avoid delays to the DSBPRP.
3. Except as otherwise set forth above, the parties shall mutually indemnify and defend each other as follows:
  - a. Neither COMMISSION nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by SBMWD under or in connection with any work, authority or jurisdiction delegated to SBMWD under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, SBMWD shall fully defend, indemnify and save harmless COMMISSION, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by SBMWD under or in connection with any work, authority or jurisdiction delegated to SBMWD under this Agreement.
  - b. Neither SBMWD nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by COMMISSION under or in connection with any work, authority or jurisdiction delegated to COMMISSION under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, COMMISSION shall fully defend, indemnify and save harmless

SBMWD, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by COMMISSION under or in connection with any work, authority or jurisdiction delegated to COMMISSION under this Agreement.

4. This Agreement is expressly subordinated to any bonds, notes, certificates or other evidences of indebtedness involved in bond financings as are now outstanding or as may hereafter be issued by COMMISSION.
5. It is anticipated, but not covenanted, that the Betterments will be completed prior to \_\_\_\_\_. This Agreement shall terminate upon acceptance of the Betterments and receipt by COMMISSION of full payment of all costs as provided herein. All release, indemnity, defense and hold harmless obligations shall survive termination of this Agreement.
6. This Agreement shall not be terminated without written mutual consent by all Parties.
7. All Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that, by so executing this Agreement, the Parties hereto are formally bound to this Agreement.
8. Except on subjects preempted by federal law, this Agreement shall be governed and construed in accordance with the laws of the State of California. All Parties agree to follow all local, state, county and federal laws and ordinances with respect to performance under this Agreement.
9. The Parties agree that each Party and any authorized representative, designated in writing to the Parties, and upon reasonable notice, shall have the right during normal business hours to examine all Parties' financial books and records with respect to this Agreement. The Parties agree to retain their books and records for a period of three (3) years from the later of; a) the date on which this Agreement terminates; or b) the date on which such book or record was created.
10. If any clause or provisions of this Agreement is illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the Parties that the remainder of this Agreement shall not be affected but shall remain in full force and effect.
11. This Agreement cannot be amended or modified in any way except in writing, signed by all Parties hereto.
12. In the event of litigation arising from this Agreement, each Party to this Agreement shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to the costs or attorney(s) fees relative to paragraphs 3(a) and 3(b) of this Section.
13. This Agreement may be signed in counterparts, each of which shall constitute an original.

14. Any notice required or authorized to be given hereunder or any other communications between the Parties provided for under the terms of this Agreement shall be in writing, unless otherwise provided for herein, and shall be served personally or by reputable courier or by facsimile addressed to the relevant party at the address/fax number stated below:

If to COMMISSION: Mitch Alderman  
Director of Rail & Transit Programs  
1170 West Third Street, Second Floor  
San Bernardino, CA 92410-1715  
Telephone: (909) 884-8276  
Fax: (909) 885-4407

If to SBMWD: Stacey Aldstadt  
SBMWD  
P.O. Box 710  
San Bernardino, CA 92418  
Telephone: (909) 384-5191  
Fax: (909) 864-5215

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto on the date first written above and is effective on the date signed by COMMISSION.

**SIGNATURES ON FOLLOWING PAGE:**

**San Bernardino County**

**Transportation Commission**

**San Bernardino Municipal Water  
Department**

By: \_\_\_\_\_  
W.E. Jahn,  
Chairperson

By: \_\_\_\_\_  
Toni Callicott  
President

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

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

**APPROVED AS TO FORM:**

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

By: \_\_\_\_\_  
Robin L. Ohama  
Deputy City Clerk &  
Ex-Officio Secretary

By: \_\_\_\_\_  
Jeffery Hill  
Contract Administrator

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

## **Attachment A**

### **SCOPE OF PROPOSED BETTERMENT**

#### **K Street from 2nd to 3rd Street**

A new 8" water line will be installed 7' west of the easterly new curb on K Street (within the newly widened street) to replace an existing 6" water line. It will connect to an existing 8" water line in 3rd Street in 2 locations. The alignment will relocate a portion of the existing 8" water line in 3rd Street to align with the new street alignment improvements included in the DSBPR project. The water line will connect to an existing 12" (Cast Iron) water line at the intersection of 2nd and "K" Street. The connection will require trenching an additional 40' outside the original project limits, into 2nd Street. All required valves, fire hydrant and private service connections will also be completed. All costs related to the 8" water line and all required valves, connections, fire hydrants, and private service connections will be reimbursed by SBMWD to COMMISSION.

#### **W. Rialto Ave & I Street**

A new 12" water line will be designed and installed to run along W. Rialto Avenue to join an existing 20" transmission water line along "I" Street. The new 12" water line will replace an existing 6" water line. A portion of the 12" water line located in the west side of the DSBPR Project limits on W. Rialto Avenue is being designed by SBMWD. The SBMWD designed 12" water line will join with the COMMISSION designed portion of the same 12" water line west of the new steel casing. The existing 6" water in Rialto Avenue will be retired and abandoned in place or removed by the contractor where needed at project cost. All required valves, fire hydrants and private service connections will also be completed. All costs related to the 12" water line and all required valves, connections, fire hydrants, and private service connections will be reimbursed by SBMWD to COMMISSION.

**Attachment B**

**ESTIMATE OF BETTERMENT COSTS**

<b>Downtown San Bernardino Passenger Rail Project Betterment</b>			
	<b>K Street &amp; 3<sup>rd</sup> Street</b>	<b>Rialto Avenue &amp; I Street</b>	<b>Total</b>
<b>Materials</b>	\$57,636	\$54,172	\$111,808
<b>Labor</b>	\$22,200	\$14,735	\$36,935
<b>Equipment</b>	\$8,297	\$6,262	\$14,559
<b>Total</b>	\$88,000	\$75,000	\$163,000

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
SRTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCIF	Trade Corridor Improvement Fund
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21 <sup>st</sup> Century
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TSM	Transportation Systems Management
TSSDRA	Transit System Safety, Security and Disaster Response Account
USFWS	United States Fish and Wildlife Service
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

# ***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