

AGENDA

Board of Directors Metro Valley Study Session

October 9, 2014

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

Location

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

Board of Directors

Valley Representatives

Study Session Chair

Michael Tahan, Council Member
City of Fontana

Study Session Vice-Chair

Ray Musser, Mayor
City of Upland

Dennis Yates, Mayor
City of Chino

Ed Graham, Mayor
City of Chino Hills

Frank Navarro, Council Member
City of Colton

Walt Stanckiewicz, Mayor
City of Grand Terrace

Larry McCallon, Mayor Pro Tem
City of Highland

Rhodes "Dusty" Rigsby, Mayor
City of Loma Linda

Paul M. Eaton, Mayor
City of Montclair

Alan Wapner, Mayor Pro Tem
City of Ontario

L. Dennis Michael, Mayor
City of Rancho Cucamonga

Pete Aguilar, Mayor
City of Redlands

Deborah Robertson, Mayor
City of Rialto

R. Carey Davis, Mayor
City of San Bernardino

Dick Riddell, Council Member
City of Yucaipa

Mountain/Desert Representatives

Cari Thomas, Mayor
City of Adelanto

Curt Emick, Council Member
Town of Apple Valley

Julie McIntyre, Mayor
City of Barstow

Ryan McEachron, Mayor Pro Tem
City of Victorville

Bill Jahn, Council Member
City of Big Bear Lake

Mike Leonard, Council Member
City of Hesperia

Edward Paget, Mayor
City of Needles

Jim Harris, Council Member
City of Twentynine Palms

George Huntington, Mayor Pro Tem
Town of Yucca Valley

County Board of Supervisors

Robert Lovingood, First District

Janice Rutherford, Second District

James Ramos, Third District

Gary Ovitt, Fourth District

Josie Gonzales, Fifth District

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

Ray Wolfe, SANBAG Executive Director

Eileen Teichert, SANBAG General Counsel

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

AGENDA

Board of Directors Metro Valley Study Session

October 9, 2014

9:00 a.m.

Location

First Floor Lobby

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

CALL TO ORDER

(Meeting Chaired by Michael Tahan)

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

Possible Conflict of Interest Issues for the SANBAG Board of Directors Metro Valley Study Session Meeting of October 9, 2014.

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

1. Information Relative to Possible Conflict of Interest

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

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

CONSENT CALENDAR

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

Project Delivery

- 2. Construction Contract Change Orders to on-going SANBAG Construction Contracts with Ortiz Enterprises, Inc., Brutoco Engineering and Construction, Financial Pacific Insurance Group, Beador Construction Company, Inc. and Skanska USA Civil West.**

Receive and file Change Orders.

Mike Barnum

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

DISCUSSION ITEMS

Project Delivery

- 3. Informational Briefing on the Interstate 10 Cherry Ave Interchange Project**

Receive presentation on the construction status of the Interstate 10 (I-10) Cherry Avenue Interchange Project.

Chad Costello

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

- 4. Construction Management Services for the State Route 210 (SR-210) Pepper Avenue Interchange Project**

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

A. Approve award of Contract No. C14154 with Arcadis-US, Inc. for Construction Management services for the SR-210 Pepper Avenue Interchange Project in an amount not-to-exceed \$1,811,860.03.

B. Approve a contingency amount for Contract No. C14154 of \$181,186.00 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.

5. Construction Contract Contingency Increase and Consultant Contract Amendments for I-215 Corridor Project

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

A. Approve increase in Allowances/Contingency for Contract No. C09196 with Skanska-Rados, A Joint Venture for the Interstate 215 Segment 1 and Segment 2 from \$18,381,980.00 to \$21,981,980.00. The increase to be funded with \$2,300,000.00 of Regional Improvement Program (RIP) funds realized from Project Construction Management savings and \$1,300,000.00 of Federal Congestion Mitigation and Air Quality (CMAQ) funds and/or another Federal fund and/or Measure I 1990-Valley Fund-Major Projects fund if some of the Project costs are not eligible for CMAQ funds.

B. Approve Amendment No. 4 for Contract C06043 with Jacobs Project Management Co. for construction management services on the Interstate 215 5th Street Overcrossing and Segment 1 and Segment 2 reducing the total contract amount from \$31,519,722.00 to \$25,584,722.00.

C. Approve Amendment No 4 for Contract C06045 with David Evans & Associates, Inc. for construction survey services on the Interstate 215 5th Street Overcrossing and Segment 1 and Segment 2 reducing the total contract amount from \$6,694,503.44 to \$4,794,503.44.

D. Approve Amendment No 4 for Contract C09100 with AECOM Technical Services, Inc. for construction design support services on the Interstate 215 Segment 1 and Segment 2 reducing the total contract amount from \$2,200,000.00 to \$1,900,000.00.

E. Approve Fiscal Year 2014/2015 Budget amendment to Task No. 0838 to add \$2,300,000.00 in Regional Improvement Program (RIP) funds for construction and \$1,300,000.00 in Federal Congestion Mitigation and Air Quality (CMAQ) funds for construction.

Garry Cohoe

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

Comments from Board Members

Brief Comments from Board Members

Public Comment

Brief Comments by the General Public

ADJOURNMENT

Additional Information

Attendance

SANBAG Entities

Meeting Procedures and Rules of Conduct

SANBAG General Practices for Conducting Meetings

Acronym List

Mission Statement

**The next Board of Directors Metro Valley Study Session will be
November 13, 2014**

Complete packages of the SANBAG agenda are available for public review at the SANBAG offices and our website: www.sanbag.ca.gov. Staff reports for items may be made available upon request.

For additional information call (909)884-8276.

Minute Action

AGENDA ITEM: 1

Date: *October 9, 2014*

Subject:

Information Relative to Possible Conflict of Interest

Recommendation:

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

Background:

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

Item No.	Contract No.	Principals & Agents	Subcontractors
2-A	C13153	Natures Image <i>Michelle Caruana</i>	None
2-B	C12098	KASA Construction <i>Diana Kasbar</i>	Canyon Hydroseeding
2-C	C13002	KASA Construction <i>Diana Kasbar</i>	MSL Electric, Inc. Quality Hydroseeding & Restoration Treesmith Enterprises, Inc. Turboscape, Inc.
2-D	C12224	Ortiz Enterprises, Inc. <i>Patrick A. Ortiz</i>	Alcorn Fence Company Bithell, Inc. Cal-Stripe, Inc. CGO Construction Cooper Engineering Coral Construction Coreslab Structures Diversified Landscape Griffith Company Harber Companies Hardy & Harper Hydro Sprout Integrity Rebar Placers L. Johnson

Entity: CMA, COG, CTA, CTC, SAFE

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			Lincoln Pacific Mahaffey Companies Rogan Concrete Coring & Sawing SRD Engineering, Inc. Statewide Traffic Safety & Signs Superior Gunitite Truesdell Corporation West Coast Welding, Inc.
2-E	C12036	Brutoco Engineering and Construction, Inc. <i>Andy Acosta</i>	A.C. Dike Company ACL Construction, Inc. Alcorn Fence Company All American Asphalt AVAR Construction Systems, Inc. Cal-Stripe, Inc. Castle Walls LLC CGO Construction Company, Inc. Coffman Specialties, Inc. Cooper Engineering, Inc. C.P. Construction Company, Inc. Diversified Landscape Company Dywidag Systems International G & F Concrest Cutting Griffith Company Harber Companies, Inc. Integrity Rebar Placers KEC Engineering KRC Safety Co., Inc. LaLonde Equipment Rental Leinaia's Transportation S.D. Precast Concrete, Inc. dba Pomeroy South Coast Sweeping Sully-Miller Contracting Company Treesmith Enterprises, Inc. Truesdale Corporation of California Visual Pollution Technologies West Coast Boring, Inc.
2-F	C09196	Skanska/Rados Joint Venture <i>Chad Mathes</i>	All American Asphalt Anderson Drilling CGO Construction Chrisp Company Coffman Specialties Cleveland Wrecking

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			<p>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 & Sign Steve Bubalo Construction Valley Concrete Placing, Inc. VP Vertical Earthwork</p>
2-G	C11184	<p>Skanska <i>Tim Wilson</i></p>	<p>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</p>
2-H	C13108	<p>Skanska Civil, USA <i>Jeffery Langevin</i></p>	<p>Crisp Company Dywidag Systems International Fence Corporation, Inc. Hayward Baker Integrity Rebar Placers John S. Meek Company, Inc. Ferreria Construction Company, Inc. R. Dugan Construction, Inc. Rock Structures Construction Co.</p>

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			Sierra Landscape Development, Inc.
4	C14154	Arcadis U.S., Inc. <i>Girish Kripalani</i>	Arellano Associates, LLC David Evans and Associates, Inc. Dynamic Engineering Services, Inc. Leighton Consulting, Inc. Meadows Consulting Psomas
5	C09196	Skanska/Rados Joint Venture <i>Chad Mathes</i>	All American Asphalt Anderson Drilling CGO Construction Chrisp Company Coffman Specialties Cleveland Wrecking CMC Fontana Steel D C Hubbs Dywidag-Systems Int. Elmore Pipe Jacking Foundation Pile Inc. Gerco Contracting Giken America Corp. Robert B. Longway 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 & Sign Steve Bubalo Construction Valley Concrete Placing, Inc. VP Vertical Earthwork
5	C06043	Jacobs Engineering <i>Steve Henderson</i>	HDR Vali-Cooper and Associates Karen Meadows Consulting Kleinfelder Simon Wong Engeneering

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5	C06045	David Evans & Associates <i>Maria Marzoeki</i>	None
5	C09100	AECOM <i>Matt Ulukaya</i>	None

Financial Impact:

This item has no direct impact on the SANBAG budget.

Reviewed By:

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

Responsible Staff:

Garry Cohoe, Director of Project Delivery

Minute Action

AGENDA ITEM: 2

Date: *October 9, 2014*

Subject:

Construction Contract Change Orders to on-going SANBAG Construction Contracts with Ortiz Enterprises, Inc., Brutoco Engineering and Construction, Financial Pacific Insurance Group, Beador Construction Company, Inc. and Skanska USA Civil West.

Recommendation:

Receive and file Change Orders.

Background:

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

A. Contract Number (CN) 13153 with Natures Image for Extended Plant Maintenance of SR-210 Segments 9 and 10 Landscaping project: CCO No. 2 (\$1,019.17 increase for replacing failed irrigation controller with new replacement unit).

B. CN 12098 with KASA Construction for the construction of the SR-210 Segment 10 Landscaping project: CCO No. 13 (\$3,658.41 increase for settlement of Notice of Potential Claim for clearing existing Detention Basin disputed as being within the project limits).

C. CN 13002 with KASA Construction for the construction of the SR-210 Segment 11 Landscaping project: CCO No. 7 (\$7,237.60 increase to install wireless communication equipment connecting irrigation controller to Caltrans fiber-optic backbone as requested by Caltrans) and CCO No. 10 (no cost/no credit change to the specifications for Wild Flower Seeding due to shortage of required seed type listed in the specifications; change approved by Caltrans Landscape designer).

D. CN 12224 with Ortiz Enterprises, Inc. for construction of the I-10 Cherry Avenue Interchange project: CCO No. 2 Supplement 1 (\$25,000.00 additional funds for maintenance of existing irrigation and landscaping as required in the Standard Specifications), CCO No. 11 Supplement 2 (\$18,000.00 additional funds for connecting new drainage system at Almond Street to Drainage System No. 1) and CCO No. 19 (\$152,296.00 decrease for using regular Concrete Pavement in lieu of Rapid Set Concrete allowed with modifications to traffic handling plans).

E. CN 12036 with Brutoco Engineering and Construction for construction of the I-10 Citrus Avenue Interchange project: CCO No. 36 (\$29,883.70 increase for installing a Type 5 retaining wall in lieu of the planned wall to eliminate conflict with existing Edison pole), CCO No. 46

Entity: *CMA*

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(\$27,247.00 increase for installing fences and gates along residential properties affected by construction and as requested by the City of Fontana) and CCO No. 47 (\$27,000.00 increase for installation of additional rock blanket near bridge abutment in lieu of landscaping to prevent erosion during future heavy rain events).

F. CN 09196 with Skanska/Rados A Joint Venture for construction of the I-215 Segment 1 and 2 Freeway Reconstruction project: CCO No. 18 Supplement 7 (\$59,608.04 increase in funds for repairing damaged or failing roadway sections).

G N 11184 with Skanska Civil, USA for construction of the Hunts Lane Grade Separation project: CCO No. 49 (no cost/no credit change to provide for closure panels between the bridge abutment wing wall and the newly constructed MSE wall), CCO No. 50 (\$3,299.25 increase for supplying and installing a shorter street light pole to provide adequate clearance from existing Edison overhead transmission lines) and CCO No. 51 (\$2,500.00 increase for contractor to provide profilograph equipment to determine if grinding of bridge deck would be required).

H. CN 13108 with Skanska Civil, USA for construction of the Palm Avenue Grade Separation project: CCO No. 17 (\$5,263.25 increase to install transition barrier railing as required when mounted to the concrete barrier installed at the bridge pier along the BNSF right of way) and CCO No. 18 (\$30,000.00 to compensate contractor for additional labor required to place curb and gutter near new Edison pole after guy wire in conflict with roadway work is relocated).

Financial Impact:

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

Reviewed By:

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

Responsible Staff:

Mike Barnum, Construction Manager

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

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

Amounts shown in parentheses represent a credit to the Agency

Attachment: MVSS1409a1-tjk (1357 : MVSS Receive and file Change Orders - Oct 2014)

030	ROCK BLANKET CREDIT	\$ (74,957.08)
032	LANE CLOSURE CHARTS CHANGE	\$ 0.00
033	DS-25 MODIFICATIONS	\$ 38,500.00
034	ADJUSTMENT OF ITEM OVERRUNS	\$ 27,111.10
036	Change in Retaining Wall Type	\$29,883.70
038	Claim Settlement for Differing Site Conditions	\$ 26,400.00
040	DS-1 MODIFICATIONS	\$ 14,000.00
041	TREE REMOVAL AND WATER LINE	\$ 8,500.00
042	RELOCATION OF GAS AND WATER SERVICES	\$ 12,200.00
043	ADA Requirements on Bridge Sidewalk	\$ 26,000.00
043 S-1	Time Adjustment	\$ 0.00
044	Eliminate Rapid-Set Concrete on # 4 lanes	\$ 86,614.00
045	Additional Concrete Swale along RW 795	\$ 9,200.00
046	Fencing and Gates along Residential Properties	\$ 27,247.00
047	Additional Rock Blanket at Bridge Abutment	\$27,000.00
048	Curb and Sidewalk at SW corner Valley/Citrus	\$ 5,200.00
050	MULBERRY CHANNEL ACCESS RAMP	\$ 45,778.00
051	STREET LIGHT POLE BASES	\$ 8,159.00
054	I-10 MEDIAN PAVING	\$ 44,500.00
057	Concrete Pavement Just-In-Time Training	\$ 1,500.00
058	NOPC No. 6 Resolution	\$ 63,000.00
059	TRAFFIC SIGNAL EQUIPMENT AT SLOVER & VALLEY	\$ 59,787.00
060	Caltrans Safety comments EB on ramp	\$ 35,000.00
CCO TOTAL		\$ 770,690.87
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$5,726,000.00

I-10/Cherry Interchange – Executed Change Orders		
Number	Description	Amount
1	Additional Traffic Control System	\$35,000.00
2	Maintain Existing Irrigation System	\$5,000.00
2 S-1	Additional Funds	\$25,000.00
3	Water Pollution Control Maintenance Sharing	\$20,000.00
4	Additional Striping and Temporary Pavement	\$30,000.00
4 S-1	Additional Striping - Supplement 1	\$15,000.00
4 S-2	Additional Striping – Supplement 1	\$ 30,000.00
5	SWPPP Change of Risk Level	(\$39,090.00)
6	Dispute Review Board	\$15,000.00
7	Partnering	\$20,000.00
8	Compliance with Right-of-way Obligations	\$60,000.00
8 S-1	Compliance with Right-of-way Obligations – Suppl. 1	\$60,000.00
9	Graffiti removal	\$15,000.00
9 S-1	Graffiti removal – Supplement 1	\$25,000.00
10	Maintain Existing Electrical System	\$10,000.00
10 S-1	Maintain Existing Electrical System – Supplemental 1	\$20,000.00
11	Spillway Drainage Connection to DS-1	\$25,000.00
11 S-1	Spillway Drainage Connection to DS-1 – Sup. 1	\$13,000.00
11 S-2	Additional Funds	\$18,000.00
12	Temporary Light Poles	\$20,000.00
13	Remove Existing Sign Structure	\$10,260.00
14	Compensation for Row Obstruction (Leach Tank)	\$10,780.00
15	Revision to Contract Special Provisions for Remove Tree	\$0.00
16	RW 680 Footing Modifications	(\$21,490.00)

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

Amounts shown in parentheses represent a credit to the Agency

17	Remove Existing Asbestos Pipe	\$10,797.00
19	Regular PCCP in lieu of Rapid Set Concrete	(\$152,296.00)
20	Driveway for Truck Stop Facility	\$0.00
21	Remove Tree Item Adjustment	\$103,187.55
22	Change in Alignment for SW 697	\$0.00
23	Modified Concrete Barrier for Light Poles	\$25,000.00
25	Additional Grout at Sound wall 697	\$5,000.00
26	New Drainage System at RW 33	\$5,199.50
27	Modifications to Drainage System No. 1 channel wall	\$21,477.30
28	Just-In-Time-Training	\$1,110.00
29	Maintain Existing Drainage System	\$20,000.00
29 S-1	Additional Funds	\$30,000.00
30	Modifications to Drainage Systems	(\$115,480.50)
31	Payment to Edison	\$10,000.00
32	Various Unforeseen Additional Work	\$30,000.00
32 S-1	Additional Funds	\$30,000.00
33	Electrical Revisions for MSE wall	\$46,447.28
35	Increase in Various Items	\$73,234.66
36	Joint Armor for Bridge Sidewalks	\$13,000.00
37	Revisions to Rock Blanket Thickness	(\$154,335.02)
37 S-1	Replace Rock Blanket with 2 1/2 " Gravel	(\$23,100.00)
40	Rush Truck Center Parking Lot	\$45,000.00
42	Pedestrian Access to Bridge	\$20,000.00
43	Type 60C Barrier and Shotcrete along W/B off ramp	\$35,000.00
CCO TOTAL		\$500,701.77
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$5,282,319.79

Attachment: MVSS1409a1-t.jk (1357 : MVSS Receive and file Change Orders - Oct 2014)

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

Palm Avenue Grade Separation – Executed Change Orders		
Number	Description	Amount
1	Delayed Start	\$ 0.00
1 S-1	Partial Suspension of Work due to Utility Delays	\$ 0.00
2	Additional Hoop rebar for CIDH Piles	\$ 1,310.00
3	Additional SWPPP Measures and SWPPP Maintenance	\$ 50,000.00
4	Additional Traffic Control	\$ 25,000.00
5	Modify Contract language to remove Barstow	\$ 0.00
6	Modification to City Water Line	(\$ 8,750.00)
6 S-1	Modification to City Water Line	\$ 0.00
7	Temporary Drainage System	\$ 10,000.00
8	Revisions to Denny’s, Cross Slope and Detour	\$ 71,027.00
9	Relocate Existing Pole Gate	\$ 4,242.00
11	Wrought Iron Fence Substitution	\$ (5,000.00)
12	Water Meter Installation	\$ 24,514.00
13	Dispute Resolution Advisor	\$ 15,000.00
14	Cable Railing for Headwalls & Wing-walls	\$ 3,750.00
15	Electrical Services	\$ 50,000.00
17	Transition Barrier Railing @ BNSF R/W	\$5,263.25
18	Curb & Gutter near Edison Pole	\$30,000.00
CCO TOTAL		\$ 276,356.25
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$ 1,254,317.50

I-10 Tippecanoe Avenue Phase 1 - Executed Change Orders		
Number	Description	Amount
1	Maintain Auxiliary Lane	\$27,010.00
2	Removal of Trees Along Tippecanoe Avenue	\$16,753.74
3	Traffic Control	\$10,000.00
3 S-1	Additional Funds	\$ 13,385.35
3 S-2	Additional Funds	\$3,934.77
4	Partnering	\$15,000.00
5	Dispute Review Board	\$15,000.00
6	Graffiti Removal	\$4,000.00
7	Removal of Man-Made Buried Object	\$10,000.00
8	Expediting Construction of Pier 2 Wall and Channel Invert Per ACOE Direction	\$3,000.00

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

9	Expediting Modification of RCB Connection to San Timoteo Creek Wall Per ACOE Direction	\$19,435.00
9 S-1	Additional Funds	\$7,430.43
10	Shared Maintenance of SWPPP Components	\$15,000.00
11	Roadway Repairs Caused by Public Traffic	\$5,000.00
12	Maintain Existing Planting and Irrigation Systems	\$10,000.00
12 S-1	Supplement #1 to CCO #12	\$16,000.00
12 S-2	Additional Funds	\$20,000.00
13	Modify Drainage Detail #11	\$4,607.18
14	Restriping Tippecanoe Ave. And Anderson St.	\$16,809.40
14 S-1	Traffic Control Plan for Restriping	\$1,310.00
15	Disposition of ADL Soil	\$137,620.00
15 S-1	Traffic Control Plan	\$10,000.00
15 S-2	Disposition of ADL Soil - Extra Work at Force Account	\$209,580.00
15 S-3	Additional Time Related Overhead for Change Order #15 and Change Order #16	\$73,170.00
15 S-4	Additional Funds for SWPPP Maintenance	\$10,000.00
15 S-5	Time Extension and TRO Costs	\$44,607.30
15 S-6	Final Determination of ADL Costs	\$85,000.00
16	Increase/Decrease in Retaining Wall Material	\$72,240.00
16 S-1	Additional Quantities for Retaining Wall Material	\$51,786.28
17	Temporary Fiber Optic Change	\$20,554.27
18	Modify Drainage Detail 18A and 18D	(\$1,386.69)
18 S-1	Additional Funds	\$271.69
18 S-2	Additional Funds	\$723.56
19	Differing Site Conditions – San Timoteo Creek Bridge – Abutment #1	\$7,000.00
20	Maintain Existing Electrical Systems	\$15,000.00
20 S-1	Additional Funds	\$29,917.67
21	Elimination of Item #51	(\$3,000.00)
23	Removal of Additional Trees – Resolution of NOPC 1-11-02-13	\$32,666.76
24	Replacing JPCP and LCB with Rapid Set JPCP and Rapid Set LCB	\$20,005.77
25	Revision of Staging Plans	\$9,778.20
26	Weekend Closures on I-10 Tippecanoe EB Off-Ramp	\$0.00

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Attachment: MVSS1409a1-tjk (1357 : MVSS Receive and file Change Orders - Oct 2014)

27	Mitigation of Low R-Values Inside ADL Section	\$25,000.00
27 S-1	Supplement 1 – Mitigation of Low R-Values Inside ADL Section	\$15,000.00
27 S-2	Additional Funds for Cap Soil	\$10,332.55
27 S-3	2 Day Increase in Contract Time	\$0.00
28	Mitigation of Low R-Values Outside ADL Section	\$80,000.00
29	Rebar Couplers for San Timoteo Creek Bridge Closure Pour	\$32,000.00
30	Pedestrian Push Button Assembly	\$5,000.00
31	Replacement of Liquid Asphalt (Prime Coat) with Slow Setting Asphaltic Emulsion	\$0.00
32	Change from LCB and JPCP to LCB RS and JPCP RS at Ramp Termini	\$35,308.60
33	Replacement of Concrete Curb on Street and Off-Ramp	\$3,684.00
34	Modification of DRB Agreement – Position Paper Due Dates	\$0.00
35	Placement of Class II Aggregate Base on Tippecanoe Off-Ramp	\$38,500.00
35 S-1	Additional Funds	\$16,000.00
35 S-2	Additional Funds	\$10,331.48
37	Additional Material, equipment, labor, TC, etc. Weekend Work	\$12,399.45
37 S-1	Additional Funds	\$735.48
38	Additional Cold Plane AC	\$780.00
39	Contingency Temporary Striping	\$20,638.00
40	Drainage behind RW 220	\$5,000.00
40 S-1	Additional Funds	\$1,000.00
41	Electrical Work Stage 3	\$10,000.00
41 S-1	Specification Changes	\$0.00
41 S-2	Additional Funds	\$3,931.73
42	Removal of Tree Stump	\$2,000.00
43	Addition of One Non-compensable Day	\$0.00
44	Barrier Rail Removal	\$3,635.21
45	Temporary Delineation Maintenance	\$3,500.00
46	Additional Depth of Rock Blanket	\$9,402.94
TOTAL		\$1,403,390.12
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$1,706,154.20

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

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48	Landscaping Reduction	\$6,526.20
49	Closure Panels at MSE Wall and Bridge	\$0.00
50	Shorter Street Light under Edison Lines	\$3,299.25
51	Profile Bridge Deck	\$2,500.00
TOTAL		\$606,901.44
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$1,833,947.00

I-10 Westbound Lane Addition - Executed Change Orders		
Number	Description	Amount
1	Maintain Traffic Control	\$20,000.00
2	Federal Aid Training	\$8,800.00
3	Data Core (Eliminate 81)	-\$7,500.00
4	Additional cost for relocating 18" slotted pipe DS-4A	\$2,780.00
5	Establish DRB	\$12,500.00
5 S-1	Establish DRB	\$7,500.00
6	Changes to Modified 60 GC Barrier	\$19,721.00
7	Install Temp Modified Detail 13	\$3,000.00
7 S-1	Additional Funds	\$10,000.00
7 S-2	Additional Funds	\$3,223.99
8	SWPPP Maintenance Cost	\$15,000.00
9	Slab Replacement W/B 10 Lane #2	\$165,000.00
10	Additional cost for AC Disposal fee	\$15,000.00
11	Old Roadway Encountered@ D.S. # 6	\$20,000.00
11 S-1	CCO # 11 Time Extension	\$0.00
12	Electrical Connection Fees	\$2,000.00
13	Drainage System Deletions - Stage 2	-\$15,849.10
14	Dual AC Isolator	\$100.00
15	Trim and install joint filler material	\$2,000.00
16	Buried Man MADE object	\$1,500.00
17	Additional Longitudinal const. joints	\$0.00
18	Install Temp chain link gate	\$990.00
19	Delete OH Traffic Metering Signal	-\$11,275.50
20	Waterline at RW 201	\$7,796.60
21	Maintain Existing Electrical Facilities	\$5,000.00
21 S-1	Additional Funds	\$5,000.00
21 S-2	Additional Funds	\$10,000.00
22	Drainage System 28B	\$15,045.00
23	Proposed Traffic Monitoring Changes	\$18,692.50
24	Maintain Irrigation	\$10,000.00
24 S-1	Additional Funds	\$5,000.00
25	Existing 24" and 36" under Yucaipa OC	\$27,700.00
26	NOPC # 2 Settlement	\$130,130.00

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27	Asphalt Price Index	\$23,800.00
27 S-1	Additional Funds	\$30,000.00
28	RW 201 6" cap, and DS 25 Modification	\$22,219.05
29	DS 22 Reinforce Concrete Backfill	\$4,000.00
30	Curb along Dunlap	\$4,000.00
31	Replace JPCP@ 216+90 to 219+75	-\$21,056.60
32	Change the Erosion Control @ RW151	-\$6,839.50
33	Yucaipa Blvd. on ramp Stage 4	\$2,000.00
34	Concrete Slope Protection @ RW 137	\$32,760.00
35	Stage 5A Yucaipa off ramp - Rock Blanket	\$12,515.50
36	Proposed to change Dunlap drainage	\$217,000.00
37	RW151 Transition Railing Connection	\$5,800.00
38	Revised DS 21	\$20,598.60
39	DS 25 - in Median	-\$2,564.50
40	Changes to Drainage System 19	\$5,185.60
41	Bedrock below DS14	\$10,000.00
42	Provide Transition at top of Barrier	\$15,000.00
43	RHMA Replaces HMA-OGFC	\$0.00
43 S-1	Additional Funds	\$12,020.58
44	Reconstruct Median MBGR	\$25,000.00
45	NOPC # 3 Settlement	\$0.00
46	Add Drainage System 19n and 19o	\$6,113.80
47	Time Adjustment	\$0.00
48	Increase/Decrease of Contract Items of more than 25%	\$2,073.33
CCO TOTAL		\$928,480.35
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$2,595,610.00

I-10 Riverside Avenue Landscaping - Executed Change Orders		
Number	Description	Amount
1	Additional Roadway Work and Roadside Signs	\$26,569.83
1 S-1	Drainage for Nuisance Water on W/B Shoulder	\$30,873.47
2	Suspension of Work	\$0.00
3	Existing Irrigation System Deficiencies Corrections	\$5,000.00
4	Saw cut Existing AC Pavement Edge	\$4,541.93
5	Agency Compensation for Costs and Expenses Incurred by AWL Default	(\$102,000.00)
6	Remove SWPPP Reporting and Inspection Requirements	(\$653.20)
7	Remove/Replace Existing MBGR, Saw cut	\$34,873.11

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	Existing AC Pavement, and Install Vegetation Control	
8	Re-Stripe Riverside Avenue	\$29,500.33
9	Delete Contract Item No. 52, 75mm Pressure Relief Valve	(\$950.00)
10	Install Rigid PVC Risers	\$4,250.00
11	Dispose of Rock from Irrigation Trenching Operations	\$10,000.00
12	Reconstruction of AC Dike/Shoulder eastbound	\$59,012.59
CCO TOTAL		\$101,018.06
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$204,850.00

Laurel Street Grade Separation - Executed Change Orders		
Number	Description	Amount
1	Maintain Roadway and Maintain Traffic	\$ 20,000.00
2	Removal and Disposal of Buried Man Made Object	\$ 10,000.00
3	Revised City of Colton Electrical E-02	\$ 9,476.14
5	RJ&R and TCI Properties	\$ 47,966.00
6	Increase TWC size of vault	\$ 4,515.00
7	Compensate Contractor for Payment to AT&T Utility	\$ 109,740.02
8	36" Casing-Waterline	\$ 86,535.00
9	DRB	\$ 22,500.00
10	Different in cost 750mm wire in lieu of 500 mm	\$ 4,000.00
11	Increase depth of Colton Vault	\$ 25,000.00
12	Remove Existing SCRRA Materials	\$ 10,000.00
17	BNSF Shoofly Drainage	\$ 28,228.00
CCO TOTAL		\$ 377,960.16
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$ 2,754,187.72

SR-210 Segment 10 Landscaping - Executed Change Orders		
Number	Description	Amount
1	Revise Irrigation Controller Equipment	\$6,248.25
2	Increase cost for Water Meter	\$14,832.70
3	Shared Water Pollution Control Costs	\$6,000.00
4	Install ICC Enclosure	\$2,500.00
5	Repair Existing Irrigation Facilities	\$3,000.00
6	Repair Slope Damage	\$35,000.00
6 S-1	Repair Slope Damage - Time Adjustment	\$0.00
7	Increase Water Rates	\$2,500.00
7 S-1	Increase Water Rates	\$1,948.78
8	Time Adjustment - Water Meter Repair by WVWD	\$0.00
9	Frost Damage	\$7,500.00

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10	Wild Flower Seeding	\$13,107.58
11	Foliage Protector Removal	\$10,000.00
11 S-1	Foliage Protector Removal - additional funds	\$25,000.00
11 S-2	Foliage Protector Removal - additional funds	\$20,000.00
11 S-3	Foliage Protector Removal - additional funds	\$8,834.70
12	Final Item adjustment	\$0.00
13	Detention Basin Clearing	\$3,658.41
TOTAL		\$160,130.42
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$239,090.00

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

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

I-215 Seg 1 & 2 Project - Executed Change Orders		
Number	Description	Amount
001	Traffic Control	\$100,000.00
001-S1	Traffic Control – Additional Funds	\$100,000.00
001-S2	Traffic Control – Additional Funds	\$150,000.00

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001-S3	Traffic Control – Additional Funds	\$100,000.00
001-S4	Traffic Control – Additional Funds	\$125,000.00
001-S5	Traffic Control – Additional Funds	\$250,000.00
001-S6	Traffic Control – Additional Funds	\$205,000.00
002	Establish a DRB	\$35,000.00
002-S1	Establish a DRB – Additional Funds	\$913.78
002-S2	Establish a DRB – Additional Funds	\$187.50
003	Establish a Partnering Training Workshop	\$50,000.00
004	HMA Price Fluctuation Adjustment of Compensation	\$230,000.00
004-S1	HMA Price Fluctuation Adjustment of Compensation – Additional Funds	\$100,000.00
004-S2	HMA Price Fluctuation Adjustment of Compensation – Additional Funds	\$300,000.00
004-S3	HMA Price Fluctuation Adjustment of Compensation – Additional Funds	\$210,000.00
004-S4	HMA Price Fluctuation Adjustment of Compensation – Additional Funds	\$50,000.00
005	Maintain Existing Electrical	\$50,000.00
005-S1	Maintain Existing Electrical – Additional Funds	\$50,000.00
005-S2	Maintain Existing Electrical – Additional Funds	\$75,000.00
005-S3	Maintain Existing Electrical – Additional Funds	\$24,000.00
005-S4	Maintain Existing Electrical – Additional Funds	\$95,000.00
005-S5	Maintain Existing Electrical – Additional Funds	\$145,000.00
006	Soundwall Block Detail Revision	\$0.00
007	Architectural Treatment Test Panel Size Revision	\$0.00
008	Just-In-Time Training for PCC Pavement and Paving Techniques	\$6,000.00
009	SWPPP Maintenance	\$100,000.00
009-S1	SWPPP Maintenance – Additional Funds	\$950,000.00
009-S2	SWPPP Maintenance – Additional Funds	\$395,000.00
009-S3	SWPPP Maintenance – Additional Funds	\$250,000.00
010	Utility Potholing	\$10,000.00
010-S1	Utility Potholing – Additional Funds	\$10,000.00
010-S2	Utility Potholing – Additional Funds	\$10,000.00
010-S3	Utility Potholing – Additional Funds	\$10,000.00
010-S4	Utility Potholing – Additional Funds	\$20,000.00
011	Buried Man-Made Object	\$20,000.00
011-S1	Buried Man-Made Object – Additional Funds	\$30,000.00
011-S2	Buried Man-Made Object – Additional Funds	\$50,000.00
011-S3	Buried Man-Made Object – Additional Funds	\$50,000.00
011-S4	Buried Man-Made Object – Additional Funds	\$49,000.00
011-S5	Buried Man-Made Object – Additional Funds	\$50,000.00
011-S6	Buried Man-Made Object – Additional Funds	\$95,000.00
012	Provide Access Control Fence	\$50,000.00
014	Optional Steel Pipe Pile Specification	\$0.00

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015	Modify 13 th Street Off Ramp	\$83,325.00
016	Change to Precast Girders at Redlands Loop	\$0.00
017	Temporary Fiber Optic	\$12,605.00
018	Repair Roadway	\$25,000.00
018-S1	Repair Roadway – Additional Funds	\$25,000.00
018-S2	Repair Roadway – Additional Funds	\$50,000.00
018-S3	Repair Roadway – Additional Funds	\$50,000.00
018-S4	Repair Roadway – Additional Funds	\$100,000.00
018-S5	Repair Roadway – Additional Funds	\$125,000.00
018-S6	Repair Roadway – Additional Funds	\$100,000.00
018-S7	Repair Roadway – Additional Funds	\$59,608.04
019	Change Sound Wall Pile Steel to No. 3 Rebar	\$0.00
020	Realign DS #6	\$2,398.00
021	Shear Ring Alternate Welding Method	\$0.00
022	Temporary Chain Link Fence at Verizon Yard	\$9,500.00
023	Revise DS #20	\$9,239.00
024	Change Traffic Opening at 9 th Street	\$0.00
025	Revise RW106W & DS #8, 13 & 100	\$15,390.02
026	1200mm Casing for 600mm Jacked Pipe DS #8 & 14	\$0.00
027	Change Traffic Opening at Baseline St OC	\$0.00
028	Rialto Top Deck Reinforcement	\$0.00
029	Tie-In DS #10-0 to Segment 3	\$80,000.00
029-S1	Tie-In DS #10-0 to Segment 3 – Time Deferment Closure	\$0.00
029-S2	Tie-In DS #10-0 to Segment 3 – Additional Funds	\$28,345.54
030	Modify Overhead Sign ‘H’ Values	\$13,258.64
031	Change Bearing Pad Thickness at 5 th / 215 SB On Ramp	\$0.00
032	ROW Delay DS #100 2 nd Street	\$10,000.00
033	Modify DS #101 and 102 W of 9 th Seg. 2	\$63,758.60
033-S1	Modify DS #101 and 102 W of 9 th Seg. 2 – Additional Funds	\$35,000.00
033-S2	Modify DS #101 and 102 W of 9 th Seg. 2 – Additional Funds	\$52,501.94
033-S3	Modify DS #101 and 102 W of 9 th Seg. 2 – Additional Funds	\$25,000.00
033-S4	Modify DS #101 and 102 W of 9 th Seg. 2 – Additional Funds	\$30,000.00
034	Modify DS #19 Seg. 2	\$60,000.00
034-S1	Modify DS #17 & #19 Seg. 2	\$51,453.50
034-S2	Modify DS #17 & #19 Seg. 2 – Additional Funds	\$95,000.00
034-S3	Modify DS-17 & DS-18, Seg. 2, Add’l Funds	\$16,007.92
035	Change Incandescent ‘Meter On’ Signs	\$2,547.55
036	Strengthen Outside Shoulder	\$32,078.00
037	Protect Arco Station Sign and Greenbelt	\$10,000.00

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039	Credit for Traffic Screen	(\$35,715.00)
040	Inlet guards	\$12,455.00
041	Relocate Fiber Optic Conduit at Redlands Loop	\$0.00
042	SB I-215 Detour North of 16 th Street	\$152,770.00
042-S1	SB I-215 Detour North of 16 th Street – Additional Funds	\$50,000.00
042-S2	SB I-215 Detour North of 16 th Street – Additional Funds	\$27,000.00
043	Revise Retaining Wall 242B, Add 242C	\$112,324.75
044	Third Street Train Mural	\$4,925.49
045	Right of Way Delay for DS #100 at 3 rd St Power Pole	\$4,182.99
047	Baseline Abutment 1 Right of Way Delays Due to BNSF Cables	\$55,000.00
047-S1	Baseline Mitigation of Critical Path Delay	\$60,000.00
048	Revise Structural Section 8 & 13	\$19,470.00
049	Frame Roadside Signs	\$3,066.90
050	Change the Sta. for Abut. 1 & 7 16 th St	\$0.00
051	TCE at ARCO Station at Baseline & H St	\$0.00
052	Changes to Special Provisions for CIDH Payment Clause	\$0.00
053	Service Conduits for SCE Service Connections	\$23,218.32
054	Revise Vertical Drop Connection	\$0.00
055	Clean Out Storm Drain at 9 th Street	\$4,200.00
056	Revise DS #4, 6 & 84	\$5,841.20
057	Graffiti Removal	\$20,000.00
057-S1	Graffiti Removal – Additional Funds	\$50,000.00
057-S2	Graffiti Removal – Additional Funds	\$25,000.00
057-S3	Graffiti Removal – Additional Funds	\$75,000.00
058	Salvage Vehicle Detection System	\$15,000.00
059	Reduce ADL Quantity Bid Item 70 & 71	\$0.00
060	3 rd Street Bridge Temp Retaining Wall Structure Backfill	\$25,000.00
061	Additional Drainage Inlet at 3 rd Street	\$8,500.00
062	New SWPP Permit Requirements	\$160,665.00
062-S1	New NPDES Permit – Order No. 2009-0009-DWG	\$574,911.32
062-S2	New NPDES Permit – Order No. 2009-0009-DWG	\$55,024.95
062-S3	New NPDES Permit – order No. 2009-0009-DWQ, Add'l Funds	\$113,909.31
062-S4	New NPDES Permit – order No. 2009-0009-DWQ, Add'l Funds	\$332,960.00
063	Additional Bracing for Falsework Bent 2-5 at Baseline St OC/OH	\$15,000.00
064	Right of Way Obligations	\$25,000.00
064-S1	Right of Way Obligations – Additional Funds	\$25,000.00
064-S2	Right of Way Obligations – Additional Funds	\$49,000.00

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064-S3	Right of Way Obligations – Additional Funds	\$86,000.00
064-S4	Right of Way Obligations – Additional Funds	\$150,000.00
064-S5	Right of Way Obligations – Additional Funds	\$150,000.00
064-S6	Right of Way Obligations – Additional Funds	\$90,000.00
065	Remove Existing Storm Drain 62A	\$6,500.00
066	Repair Deck Opening and Joint on Redlands Loop and Rialto Bridges	\$90,105.80
067	5 th Street SB Off Ramp Acceleration	\$50,000.00
068	Modify Drainage Systems	\$100,000.00
068-S1	Modify Drainage Systems – Additional Funds	\$90,000.00
068-S2	Modify Drainage Systems – Additional Funds	\$85,000.00
068-S3	Modify Drainage Systems – Additional Funds	\$250,000.00
068-S4	Modify Drainage Systems – Additional Funds	\$120,000.00
068-S5	Modify Drainage Systems – Additional Funds	\$60,000.00
068-S6	Modify Drainage Systems – Additional Funds	\$75,000.00
069	Stage Construction 4 th Through 6 th	\$95,000.00
069-S1	Stage Construction 4 th Through 6 th – Additional Funds	\$50,000.00
069-S2	Stage Construction 4 th Through 6 th – Additional Funds	\$40,625.22
070	Temporary Paving Under 259	\$145,927.00
071	Repair Fiber Optic Cable at 3 rd Street	\$22,000.00
072	Move Gore North for 215/259	\$40,000.00
073	Alignment and Temporary Paving Change Sta. 118 to Sta. 121 Median	\$0.00
074	Move SCE Connection at 5 th Street	\$30,394.56
075	Modify DS #115 at 16 th Street and H Street	\$11,530.90
076	Delete Shiner on Retaining Walls, Seg. 1	\$0.00
077	Modify Drainage Systems G1 to G2 Types	\$38,334.30
078	Settlement of NOPC No. 1 – Pump House at 6 th Street	\$18,890.32
079	Revised Staging NB 2 nd Street Off Ramp – 2 nd Lane Addition	\$25,000.00
079-S1	Revised Staging NB 2 nd St Off Ramp	\$3,059.13
080	Delete Electrical & Cable Conduit Blockout & Casings at 9 th St Bridge	\$2,000.00
081	Increase Quantities for Bid Item #202 – Welded Steel Pipe Casing (Bridge)	\$39,480.00
083	Revised SCE Connection Points	\$5,358.47
083-S1	Revised SCE Connection Points – Addition of Trenton Street	\$10,646.65
084	Restage North End of Project & Temporary SB 3 rd Street Off Ramp	\$1,630,850.00
084-S1	Restage North End of Project & Temporary SB 3 rd Street Off Ramp – Additional Funds	\$75,000.00
084-S2	Additional Funds for the BAS Rental Property	\$1,343.54

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085	Revise DS #38 Callouts	\$0.00
086	Chain Link Railing Fabric Color Change	\$64,003.59
087	Sidewalk Joint Armor at 9 th Street and Baseline Street OC/OH	\$25,000.00
088	Remove Contaminated Material at RW136	\$50,000.00
089	CIDH Pile Changes S259/S215 Connector	\$75,212.00
090	Electrical Changes 2 nd & I Street and 9 th & H Street	\$9,499.90
091	SB Transition Segment 5 into Segment 2	\$75,000.00
091-S1	SB Transition Segment 5 into Segment 2 – Additional Funds	\$60,000.00
092	Premium Time for Baseline and H Street Intersection	\$25,000.00
093	Relocate Signal at SE Corner of 2 nd St and SB On Ramp	\$18,350.00
094	Settlement of NOPC No. 3 – Temporary Power Poles (2 nd & 3 rd St)	\$34,345.28
095	Revised Deck Contours for 5 th St to S215 On Ramp	\$0.00
096	NB Transition Segment 2 into Segment 5	\$80,145.00
097	Modify Bioswale No. 3, Seg. 2	\$14,732.00
098	Eliminate BI# 184 Prepare and Paint Concrete Median Barrier Surfaces	(\$65,590.00)
099	DS #100 Verizon Utility Conflict	\$24,000.00
099-S1	DS #100 Verizon Utility Conflict – Additional Funds	\$86,394.57
100	Expansion Deflection Couplers at Baseline	\$2,415.35
101	Remove PCCP at South End of Project	\$85,000.00
102	Eliminate Bid Item No. 143 – Anti-Graffiti Coating	(\$262,800.00)
103	Traffic Signal Modification at 5 th St Ramps	\$9,375.31
104	Add CTPB Under Approach Slab Type R at Redlands Loop Widen and Rialto Ave Widen	\$88,330.56
104-S1	Revised Layout for Type ‘R’ Approach Slab at Redlands Loop	\$0.00
105	Changes to Moment Barrier Slab Wall 117W	\$77,228.78
106	Revised Pile Layout Abut 1 Baseline Stage 2	\$80,476.97
107	Sound Wall No. 1 Extension	\$144,330.00
107-S1	Settlement of NOPC No. 18 – Addition of Sound Wall No. 122	\$50,000.00
108	Underdrain at Wall 116W	\$40,540.00
109	Move SE-22 Crossing North for 5 th St SB Off Ramp	\$9,438.14
109-S1	Power for Service SE-19 for Luminaires 32, 34, 35	\$15,346.41
110	Column Casing Specification Changes	\$0.00
111	Contour Grading at 5 th St and BNSF Rail Road	\$30,000.00
111-S1	Contour Grading at 5 th St and BNSF Rail Road – Additional Funds	\$20,000.00
111-S2	Regrade and Concrete Line Earthen Ditches on the	\$40,000.00

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

Amounts shown in parentheses represent a credit to the Agency

Attachment: MVSS1409a1-tjk (1357 : MVSS Receive and file Change Orders - Oct 2014)

	West Side of BNSF ROW	
112	Install Type 'D' Bike Loops	\$16,925.08
113	Transition Barrier Between 5 th St & S215/5ht St Off Ramp to Match Existing Bridge	\$10,000.00
113-S1	Retaining Wall 128 Transition Barrier Type 732A	\$10,000.00
114	SB Baseline On and Off Ramp Isolation Casing Revisions	\$18,848.42
115	Alternative Anchorage Bridge Mounted Signs	\$0.00
116	Intentionally Roughening the Bridge Stems	\$0.00
117	Modify the 732 Concrete Barriers at DS #8 & 11 Inlets	\$5,000.00
117-S1	Modify the 732 Concrete Barriers at DS #8 & 11 Inlets – Additional Funds	\$5,000.00
117-S2	Modify the 732 Concrete Barriers at DS #8 & 11 Inlets – Additional Funds	\$10,000.00
118	Soffit Lighting Layout Changes at 2 nd & 3 rd St Bridges	\$7,916.33
119	Change to Deck Drain Layout at 5 th St to S215 On Ramp	\$15,000.00
120	Modify and Upgrade Communications System	\$64,836.00
121	Pull Box Anti-Theft Installation	\$40,000.00
121-S1	Pull Box Anti-Theft Installation – Additional Funds for Caltrans Pull Boxes	\$95,000.00
121-S2	Utility Markers and Installation For Caltrans Pull Boxes – Additional Funds	\$10,000.00
121-S3	Utility Markers and Installation For Caltrans Pull Boxes – Additional Funds	\$50,000.00
121-S4	Utility Markers and Installation For Caltrans Pull Boxes – Additional Funds	\$100,000.00
122	Settlement of NOPC No. 8 – Storm Damage Repair	\$120,000.00
123	Relocate SE-09, Add PPB, Revise Highland Ramp Lighting Connection	\$27,863.48
124	Temporary Paving for NB 2 nd St Off Ramp	\$30,000.00
124-S1	Temporary Paving for NB 2 nd St Off Ramp – Additional Funds	\$15,000.00
125	Clearing & Grubbing Not Shown on Plans	\$40,000.00
126	Baseline Street Lighting	\$766.32
127	Replace Damaged Existing PCCP Slabs	\$80,000.00
127-S1	Replace Damaged Existing PCCP Slabs – Additional Funds	\$40,000.00
128	Drainage at Retaining Wall 242A	\$69,122.75
128-S1	Drainage at Retaining Wall 242A	\$16,108.25
129	Polyester Concrete Overlay at Rialto Ave Bridge	\$194,000.45
129-S1	Polyester Concrete Overlay at Rialto Ave Bridge, Add'l Funds	\$63,250.00
130	Slope Paving at 16 th Street	\$17,118.80
131	Settlement of NOPC No. 7 – Settlement	PENDING

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	Embankment	
132	Settlement of NOPC No. 9 – Importing of K-Rail Compensation Denied	\$24,000.00
133	Settlement of NOPC No. 14 – Rejection of Additional Costs Due to Redesign of RW242B	\$125,000.00
134	Stage 2B Phase 2 Northbound Transition	\$106,387.57
134-S1	Stage 2B Phase 2 Northbound Transition – Additional Funds	\$18,968.36
135	City Work at Baseline Street	\$25,000.00
136	Adjustment of Temporary Construction Entrances	\$106,000.00
136-S1	Adjustment of Temporary Construction Entrances – Additional Funds	\$77,000.00
136-S2	Adjustment of Temporary Construction Entrances – Additional Funds	\$42,000.00
137	Ramp Metering System Loop Detection Changes	\$19,325.87
138	Pillow Wall Removal at Baseline	\$18,180.00
139	Drainage Changes at DS #72, Add DS #151 at SR259, Seg. 2	\$44,353.00
140	Concrete Rubble at RW137 – Settlement of NOPC No. 13	\$31,921.00
141	Temporary Bracing for 3 rd Street OC	\$10,000.00
142	Sound Wall No. 126C Barrier Texture	\$4,492.00
142-S1	Add Te4xture to Concrete Barrier Type 736S at SW126A	\$11,823.00
143	Temporary Concrete Barrier at 2 nd Street	\$68,000.00
144	Settlement of NOPC No. 16 – P30 End Anchors and Transition Slabs	\$65,247.50
145	Sound Wall No. 126C Alignment Change	\$20,000.00
146	Settlement of NOPC No. 10 – Baseline Street	\$137,000.00
147	Removal of Underground Storage Tank at RW109E	\$30,000.00
148	Northbound Transition Stage 3B on ‘P’ Line	\$89,013.99
148-S1	Northbound Transition Stage 3B on ‘P’ Line, Adjustment of Compensation	\$2,192.49
149	BI# 16 Construction Area Signs	(\$33,120.00)
150	Roadside Signs	PENDING
151	Temporary Sign Panel Overlay NB BMS 9 th & Baseline	\$13,200.00
152	Removal of Asbestos Pipe – Baseline St to SB215 On Ramp	\$15,000.00
153	Revisions to Bridge Mounted Signs at 9 th & Baseline St	\$228,957.75
154	Revisions to ‘SFR’ and 3 rd Street	\$24,330.00
154-S1	Modify Signalization of ‘SFR’ and 3 rd Street	\$5,291.84
155	Replace ‘REACT’ Crash Cushion with Concrete Barrier at ‘5SE’	\$172,473.82
156	Install Chain Link Fence on Sound Wall at 9 th Street	\$9,250.00

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157	16 th Street Bent Cap Reinforcement PT Conflict	\$21,066.00
157-S1	16 th Street Bent Cap Steel, Bents 2, 3, 4 & 5	\$30,000.00
158	Drainage Modifications at '5SE' Line	\$99,000.00
158-S1	"5SE" Gore Modification	\$20,000.00
158-S2	"5SE" Gore Modification, Add'l Funds	\$30,000.00
159	Modify DS #8(qq) Inlet	\$5,461.40
160	Modify Barrier at Retaining Wall 108E	\$20,000.00
161	Irrigation Crossover at NB Highland Ave Off Ramp	\$24,000.00
162	Eliminate Jacking for 2 nd St UC & 3 rd St UC for Stage 3B	(\$10,000.00)
163	City Water Meter Change and Adjustment of Compensation	(\$145,985.05)
163-S1	Cost Adjustment to 40mm Water Meters	\$7,890.00
163-S2	Delete Two Water Meters and BPA	(\$52,750.00)
164	Modify DS #71(a)	\$2,775.15
165	Modify DS #103	\$13,203.00
166	Settlement of NOPC NO. 17 – Overhead Power Lines	\$63,000.00
167	Settlement of NOPC No. 21 – Pinning of K-Rails	\$30,000.00
168	Inefficiencies Due to OH Power Lines at SB Baseline On Ramp	\$10,000.00
169	Delete Bid Item 183 – Clean and Paint Structural Steel	(\$12,000.00)
170	Export Soil with Rubble to 13 th St & H Street Site	\$45,000.00
170-S1	Export Soil from Old 13th St Ramp Off Site	\$60,000.00
171	Revise 3 rd St Abutment 2 Footing	\$10,118.00
171-S1	Revise 3rd St Abut. 2 Footing, Time Deferment Closure	\$0.00
172	Settlement of NOPC No. 23 – Differing Site Conditions at Redlands Loop	\$15,531.00
173	Additional Soffit Lighting at 2 nd Street Bridge	\$11,519.59
174	Settlement of NOPC No. 22 – Temporary Lighting	\$20,000.00
175	Hubbard State ROW Adjustment	\$10,008.00
175-S1	Concrete Barrier Right of 'P' Line	\$75,000.00
175-S2	Time Deferment, 3 days	\$0.00
176	Delete Type 60G Barrier in Seg. 1	(\$7,000.00)
177	Paint Sound Wall Cover Plates After Galvanizing	\$2,672.13
177-S1	Paint Sound Wall Cover Plates After Galvanizing, Time Deferment	\$0.00
178	Railing at 'P' Line and 'R' Line	\$35,660.00
178-S1	Railing at 'P' Line and 'R' Line, Add'l Funds	\$3,483.84
179	Strengthen Concrete Barrier Rail on '3NO' Line	\$18,698.00
179-S1	Strengthen Concrete Barrier Rail on '3NO' Line, Time Deferment	\$0.00
180	Drainage Improvements at 3 rd St and '3SE' Line	\$15,000.00

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180-S1	Drainage Improvements at 3rd St and '3SE' Line, Add'l Funds	\$10,000.00
181	New Sign Panels on Existing Sign Structures at 5 th St OC	\$15,000.00
182	Additional 60E Median Concrete Barrier	\$11,808.00
182-S1	Additional 60E median Concrete Barrier, Time Deferment	\$0.00
183	Location Change for Sign 'H' Seg. 1	\$0.00
184	Sound Wall 134 Alignment Change	(\$16,635.60)
185	Settlement of NOPC No. 12 Track Monitoring at RW137	\$91,041.00
186	Payment for Barrier Mounted Signs	\$149,903.59
187	Adjust Overhead Sign 'Q' at Baseline	\$45,000.00
188	Block Out Around MBGR Posts per New Standard	\$30,000.00
188-S1	Blockout Around MBGR Posts Per New Standard, Add'l Funds	\$70,000.00
189	SR259 Median Removal and Tie-In	\$45,000.00
189-S1	SR259 Median Removal and Tie-in, Add'l Funds	\$14,333.28
191	Seal Joints in Existing Concrete Pavement	\$30,000.00
192	Additional Drainage Swale Along BNSF Right of Way	\$113,234.71
193	Payment for Fence, Barrier Surface, Sound Wall Mounted Signs	\$34,339.00
193-S1	Payment for Laminated Box Beam Sign 2-20-5 & 6	\$28,469.48
194	Modifications to Existing Electrical Systems due to Contract Work	PENDING
195	Add Drainage Inlet Type G-2 at Sta. 133+45	\$15,000.00
196	Spandrel, Curb & Gutter N. Side of 9th & J Street	\$15,000.00
197	ADA Requirements for Curb Ramps	\$30,000.00
198	Delete Slope Paving at 16th St Bridge, Abut 7	PENDING
199	SR-259 Cross Sections	\$75,000.00
202	Adjust Bid item No. 53 – Remove Concrete Barrier (Type K)	\$267.75
203	Adjust Bid item No. 9 – Temporary Concrete Washout	\$12,812.50
204	Adjust Bid Item No. 50 – Adjust Sewer Manhole	\$3,205.03
205	Adjust Bid Item No. 246 – Concrete Barrier (Type 60E)	\$32,011.20
206	HMA QC/QA Incentive Adjustment	\$135,114.79
212	Mulch Remedy	\$10,000.00
	TOTAL	\$16,788,947.87
	TOTAL CONTINGENCY AND SUPPLEMENTAL	\$18,381,980.00

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Attachment: MVSS1409a1-tjk (1357 : MVSS Receive and file Change Orders - Oct 2014)

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

Minute Action

AGENDA ITEM: 3

Date: *October 9, 2014*

Subject:

Informational Briefing on the Interstate 10 Cherry Ave Interchange Project

Recommendation:

Receive presentation on the construction status of the Interstate 10 (I-10) Cherry Avenue Interchange Project.

Background:

The construction of the I-10 Cherry Avenue Interchange project is ongoing. SANBAG is funding the project with Measure I funds, federal and state funds and funding contributions from the City of Fontana and the County of San Bernardino. SANBAG is the lead agency with construction oversight from the California Department of Transportation (Caltrans).

The project will replace the existing I-10 Cherry Avenue overcrossing, Union Pacific Rail Road overhead bridge and includes ramp widening, widening of Cherry Avenue, construction of eight retaining walls, and the relocation of various utility facilities. The project will widen the bridges and complete the necessary improvements in five main stages. Presently, the project is anticipated to be open to traffic in November 2014. Construction activities are anticipated to be completed in January 2015 followed by one (1) year of plant establishment and a future four (4) year plant maintenance period. Staff will provide a status of the project with a summary of ongoing work.

Financial Impact:

This item is for informational purposes only.

Reviewed By:

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

Responsible Staff:

Chad Costello, Project Manager

Minute Action

AGENDA ITEM: 4

Date: *October 9, 2014*

Subject:

Construction Management Services for the State Route 210 (SR-210) Pepper Avenue Interchange Project

Recommendation:

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

A. Approve award of Contract No. C14154 with Arcadis-US, Inc. for Construction Management services for the SR-210 Pepper Avenue Interchange Project in an amount not-to-exceed \$1,811,860.03.

B. Approve a contingency amount for Contract No. C14154 of \$181,186.00 and authorize the Executive Director or designee to release contingency as necessary for the project.

Background:

On July 2, 2014, the SANBAG Board approved the release of Request for Proposals (RFP) No. 14154 for Construction Management, Materials Testing and Constructability Review services associated with the construction of the SR-210 Pepper Avenue Interchange Project (Project).

The Request for Proposals No. 14154 was released on July 10, 2014, and was sent electronically to approximately 314 consultants registered on PlanetBids. Also, the RFP was posted on SANBAG's website. The solicitation was issued in accordance with current SANBAG policies and procedures for Architectural & Engineering services.

A Pre-Proposal meeting was held on July 16, 2014, and was attended by 45 individuals. Addendum No. 1 was issued on July 23, 2014, responding to questions and other minor changes.

Eleven proposals were received by the date and time specified in the RFP. The firms who submitted were, in alphabetical order, AECOM, Arcadis-US, Athalye, Berg and Associates, Caltrop, Falcon, FCG, Prescience, Southstar, Syrusa Engineering, and Vali Cooper. The following is a summary of the events that transpired in the evaluation and selection process. A responsiveness review was conducted by Project Delivery and found no material deficiencies.

Summary of Evaluation Process:

August 12, 2014 - The proposals were disseminated to all evaluation committee members. A copy of the Score Sheets and the Declaration of Impartiality and Confidentiality form were

Entity: CTA

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also distributed to the committee members. The Evaluation Committee was comprised of two SANBAG staff, two Caltrans staff and a member from the City of Rialto.

August 21, 2014 - Evaluation Committee Meeting:

Evaluators concluded their individual reviews of the proposals and convened to review, discuss and score the proposals. The Evaluation Committee members met on August 21, 2014, and discussed each proposal according to the evaluation criteria, including the proposal strengths and weaknesses. Information regarding the reference checks of the firms was provided to the members. At the completion of discussions the committee members individually scored the proposals based on the following evaluation criteria; Qualifications of the Firm - 35%, Proposed Staffing - 35%, and Technical Approach/Work Plan - 30%.

Based on the scoring, the firms were ranked in order and a short-list was developed. The firms short-listed and invited to interviews were AECOM, Arcadis-US, Athalye, Falcon, and Vali Cooper.

September 4, 2014 - Interviews:

Interviews were conducted with the short-listed firms. Interviews were 50 minutes in length, which consisted of a 10-minute 'opening statement' by the firms, followed by 30 minutes of questions and answers. At the completion of the interviews, the Evaluation Committee separately scored the interviews. The assigned weighting between the proposals and interviews is 40% and 60% respectively.

Evaluation Committee Recommendation Summary:

The firms that were selected to participate in interviews were well qualified to perform the work described in the RFP. Based on a tally of scores received on the proposals and the interviews, the panel agreed to recommend the selection of Arcadis-US for award of C14154. The selection panel deemed Arcadis-US, Inc. as the most qualified and most available team to provide the services requested. Arcadis-US received higher scores due to their ability to adequately respond to the questions provided at the interview, their demonstrated in-depth understanding of the project, well thought solutions they offered to address potential project issues, good staffing plan provided with qualified and experienced staff, and their familiarity with SANBAG related processes and procedures such as document control for future audits. They have a clear understanding of the project and identified some potential project specific issues and how to resolve them. Arcadis also provided some recommendations to save on cost and time for the overall construction. They also offered efficiencies by sharing staff with a current SANBAG project they are providing construction management services on, which will provide a savings.

Subsequent to the panel's recommendation for selection, staff negotiated the final cost and scope with the consultant. Staff recommends approval of Contract No. C14154 with Arcadis-US, Inc. for Construction Management on the SR-210 Pepper Avenue Interchange Project for a total not-to-exceed amount of \$1,811,860.03. Staff is also recommending that the Board approve a 10% contingency for C14154 in a not-to-exceed amount of \$181,186.00 and authorize the Executive Director or designee to release contingency funds as necessary for the project.

Financial Impact:

This item is consistent with the Fiscal Year 2014/2015 budget under Task No. 0883.

Board of Directors Metro Valley Study Session Agenda Item

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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 14154 Amendment No. _____

By and Between

San Bernardino County Transportation Authority and Arcadis-US, Inc

Contract Description Construction Management Services for the SR 210 –Pepper Avenue Interchange

Board of Director's Meeting Date: November 5, 2014
Overview of BOD Action: Award Contract C14154 and approve 10% contingency
Is this a Sole-Source procurement? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

CONTRACT OVERVIEW					
Original Contract Amount	\$	1,811,860.03	Original Contingency Amount	\$	181,186.00
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	
Current Amendment Amount	\$		Contingency Amendment	\$	
TOTAL CONTRACT VALUE	\$	1,811,860.03	TOTAL CONTINGENCY VALUE	\$	181,186.00
TOTAL BUDGET AUTHORITY (contract value + contingency)					\$ 1,993,046.03

Contract Start Date 11/5/14	Current Contract Expiration Date 11/5/19	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>0883</u> .	
<input type="checkbox"/> A Budget Amendment is required.	
How are we funding current FY? Measure I 1990 – Valley Fund – Major Projects	
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds
<input type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds
<input checked="" type="checkbox"/> Measure I Funds	
Provide Brief Overview of the Overall Funding for the duration of the Contract:	
Measure I 1990 – Valley Fund – Major Projects	
<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>5</u> .	
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE) Goal _____ %	

Mike Barnum

Project Manager (Print Name)	Signature	Date
Task Manager (Print Name) Garry Coho	Signature	Date
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
Contract Administrator (Print Name)	Signature	Date
Chief Financial Officer (Print Name)	Signature	Date

CONTRACT No. C14154**BY AND BETWEEN****SANBAG****AND****ARCADIS-US, INC.****FOR****CONSTRUCTION MANAGEMENT SERVICES FOR THE
STATE ROUTE 210 AND PEPPER AVENUE INTERCHANGE PROJECT**

This contract (referred to as “Contract”), is made and entered into by and between the San Bernardino Associated Governments, acting in its capacity as the San Bernardino County Transportation Authority, (“SANBAG”), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410; and Arcadis-US, Inc. (“CONSULTANT”) whose address is: 3600 Lime Street, Suite 527, Riverside, CA 92501. SANBAG and CONSULTANT are each a “Party” and collectively the “Parties”.

RECITALS:

WHEREAS, SANBAG requires Construction Management Services as described in Exhibit A of this Contract and;

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

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

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1. INTRODUCTION

1.1 The work to be performed under this Contract is described in Article 2. entitled “PROJECT DESCRIPTION/SCOPE OF WORK” and the approved CONSULTANT’s Cost Proposal dated September 17, 2014. The approved CONSULTANT’s Cost Proposal is attached hereto as Exhibit B and incorporated herein by reference. If there is any conflict between the approved Cost Proposal and this Contract, the Contract takes precedence.

- 1.2 CONSULTANT agrees to indemnify and hold harmless SANBAG, its officers, agents and employees from any and all claims, demands, costs, or liability arising from or connected with the services provided hereunder due to negligent acts, errors, or omissions of the CONSULTANT. CONSULTANT will reimburse SANBAG for any expenditure, including reasonable attorney fees, incurred by SANBAG in defending against claims ultimately determined to be due to negligent acts, errors, or omissions of the CONSULTANT.
- 1.3 CONSULTANT and the agents and employees of CONSULTANT, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of SANBAG.
- 1.4 SANBAG's Executive Director may terminate this Contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, SANBAG may proceed with thaw Work in any manner deemed proper by SANBAG. If SANBAG terminates this Contract with CONSULTANT, SANBAG shall pay CONSULTANT the sum due to CONSULTANT under this Contract prior to termination, unless the cost of completion to SANBAG exceeds the funds remaining in the Contract. In which case the overage shall be deducted from any sum due CONSULTANT under this Contract and the balance, if any, shall be paid to CONSULTANT upon demand.
- 1.5 Without the written consent of SANBAG, this Contract is not assignable by CONSULTANT either in whole or in part.
- 1.6 No alteration or variations of the terms of this Contract shall be valid, unless made in writing and signed by the Parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the Parties hereto.
- 1.7 The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.
- 1.8 SANBAG's Project Manager for this Contract is Mike Barnum. The Term "SANBAG" as identified in this Contract refers to SANBAG's Project Manager or designee, unless defined elsewhere in this Contract.

ARTICLE 2. PROJECT DESCRIPTION/SCOPE OF WORK

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

ARTICLE 3. CONSULTANT’S REPORTS OR MEETINGS

- 3.1 CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for SANBAG to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- 3.2 CONSULTANT’s Project Manager shall meet with SANBAG, as needed, to discuss progress on the Contract.

ARTICLE 4. PERFORMANCE PERIOD

- 4.1 This Contract shall go into effect on November 5, 2014, contingent upon approval by SANBAG’s Awarding Body, and CONSULTANT shall commence work after written notification to proceed by SANBAG’s Contract Administrator. The Contract shall end on November 5, 2019, unless extended by written amendment.
- 4.2 CONSULTANT is advised that any recommendation for contract award is not binding on SANBAG until the Contract is fully executed and approved by SANBAG.

ARTICLE 5. ALLOWABLE COSTS AND PAYMENTS

- 5.1 Total compensation to CONSULTANT for full and complete performance of the Scope of Work in compliance with all the terms and conditions of this Contract shall be on a Specified Rates of Compensation basis for all obligations incurred in, or application to, Consultant’s performance of Services and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and services (except as may be explicitly set forth in this Contract as furnished by SANBAG), and shall not exceed One Million Eight Hundred Eleven Thousand Eight Hundred Sixty and Three One-Hundredths Dollars (**\$1,811,860.03**), unless authorized by a Contract amendment. CONSULTANT is paid at an agreed and supported specific fixed hourly, daily, weekly or monthly rate, for each class of employee engaged directly in the work. Such rates of pay include the CONSULTANT’s estimated costs and net fee (profit). The specific rates of compensation, except for an individual acting as a sole proprietor, are to include an hourly breakdown, direct salary costs, fringe benefits, indirect costs, and net fee as set forth in Exhibit B, which is attached herein and by this reference, incorporated in and made part of this Contract.
- 5.2 Escalation shall be at a specific rate, as shown on the Bureau of Labor Statistics Employment Cost Index for Total Compensation for private industry workers-Table 5 or its successor. The Employment Cost Index will be annually adjusted, apply to total benefits for the private industry economic sector, not be seasonally adjusted, but will include a 12-month percent change. Escalation shall commence as of July 1, 2015, and then shall be applied each July 1st for the term of the Contract.
- 5.3 Specific tasks have been assigned to CONSULTANT as identified in the attached Scope of Work.

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

SANBAG
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715
Contract No. C14154
Attention: Accounts Payable

- 5.11 CONSULTANT shall include a statement and release with each invoice, satisfactory to SANBAG, that CONSULTANT has fully performed the Work invoiced pursuant to this Contract for the period covered, that all information included with the invoice is true and correct and that all payments to and claims of CONSULTANT and its subconsultants for Work performed during the period will be satisfied upon making of such payment. SANBAG shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such statement and release.
- 5.12 CONSULTANT agrees to promptly pay each subconsultant for the satisfactory completion of all Work performed under this Contract, no later than ten (10) calendar days from the receipt of payment from SANBAG. SANBAG reserves the right to request documentation from CONSULTANT showing payment has been made to its subconsultants. SANBAG also reserves the right, at its own sole discretion, to issue joint checks to CONSULTANT and any subconsultant(s), which shall constitute payment to CONSULTANT in compliance with the terms of this Contract.
- 5.13 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, Subch. E, Part 31, is subject to repayment by CONSULTANT to SANBAG.
- 5.14 As partial security against CONSULTANT's failure to perform under this Contract, SANBAG shall withhold five percent (5%) of the total amount of each invoice up to a maximum of \$50,000.00. CONSULTANT may request a reduction of retention upon acceptable completion of at least 50% of the Work. A written request must be made by CONSULTANT to SANBAG requesting a reduction in retention and the release of up to 50% of all retention being withheld. All retained funds shall be released by SANBAG within sixty (60) calendar days after the last to occur of:
- 5.14.1 Payment of final invoice, unless SANBAG elects to audit CONSULTANT's records in accordance with this Contract. If SANBAG elects to audit, retained funds shall be paid to CONSULTANT within thirty (30) calendar days of completion of the audit in an amount reflecting any adjustments required by such audit; or
- 5.14.2 Final resolution of all Stop Notices, claims for payment and/or other claims arising out of the Work done under the Contract.
- 5.15 All subcontracts in excess of \$25,000 shall contain the provisions of this Article.

ARTICLE 6. TERMINATION

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

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

ARTICLE 7. FUNDING REQUIREMENTS

- 7.1 It is mutually understood between the Parties that this Contract may have been written

before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both Parties, in order to avoid program or fiscal delays that would occur if the Contract were executed after that determination was made.

- 7.2 This Contract is valid and enforceable only, if sufficient funds are made available to SANBAG for the purpose of this Contract. In addition, this Contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by Congress, State Legislature, or SANBAG governing board that may affect the provisions, terms, or funding of this Contract in any manner.
- 7.3 It is mutually agreed that if sufficient funds are not appropriated, this Contract may be amended to reflect any reduction in funds.
- 7.4 SANBAG has the option to void the Contract under the 30-day cancellation clause, or by mutual agreement to amend the Contract to reflect any reduction of funds.

ARTICLE 8. CHANGE IN TERMS

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

ARTICLE 9. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

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

ARTICLE 10. COST PRINCIPLES

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

ARTICLE 11. CONTINGENT FEE

CONSULTANT warrants, by execution of this Contract, that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding

for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, SANBAG has the right to terminate the Contract without liability, pay only for the value of the Work actually performed, or in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE 12. RETENTION OF RECORDS/AUDIT

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

ARTICLE 13. DISPUTES

- 13.1 Any dispute, other than audit, concerning a question of fact arising under this Contract that is not disposed of by agreement shall be decided by a committee consisting of SANBAG's Contract Administrator and SANBAG's Executive Director who may consider written or verbal information submitted by CONSULTANT.
- 13.2 Not later than 30 days after completion of all Work under the Contract, CONSULTANT may request review by SANBAG's Executive Director, of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- 13.3 Neither the pendency of a dispute, not its consideration by SANBAG's Executive Director excuse CONSULTANT from full and timely performance in accordance with the terms of this Contract.

ARTICLE 14. AUDIT REVIEW PROCEDURES

- 14.1 Any dispute concerning a question of fact arising under an interim or post audit of this Contract that is not disposed of by agreement, shall be reviewed by SANBAG's Chief Financial Officer.
- 14.2 Not later than 30 days after issuance of final audit report, CONSULTANT may request a review by SANBAG's Chief Financial Officer of unresolved audit issues. The request for review must be submitted in writing.
- 14.3 Neither the pendency of a dispute, not its consideration by SANBAG will excuse CONSULTANT from full and timely performance, in accordance with the terms of this Contract.

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

ARTICLE 15. SUBCONTRACTING

- 15.1 CONSULTANT shall perform the Work contemplated with resources available within its own organization; and no portion of the Work pertinent to this Contract shall be subcontracted without prior written authorization by SANBAG, except, that which is expressly identified in the approved Cost Proposal.
- 15.2 Any subcontract in excess of \$25,000 entered into as a result of this Contract, shall contain all the provisions stipulated in this Contract to be applicable to subconsultants.
- 15.3 Any substitution of subconsultants must be approved in writing by SANBAG prior to the start of Work by the subconsultant.

ARTICLE 16. EQUIPMENT PURCHASE

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

price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to SANBAG and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by SANBAG." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

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

ARTICLE 17. INSPECTION OF WORK

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

ARTICLE 18. SAFETY

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

ARTICLE 19. INSURANCE

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

- 19.1 Professional Liability – CONSULTANT, at its own cost and expense, must maintain for the period covered by this Contract, Professional Liability Insurance in an amount not less than \$1,000,000, per claim and \$3,000,000 in the aggregate for all claims. Coverage

shall be solely dedicated to claims arising from professional services provided under this Contract. Professional Liability shall be made on a claims made basis. If such policy contains a retroactive date for coverage of prior acts, this date will be prior to the date the CONSULTANT begins to perform Work under this Contract. CONSULTANT shall secure and maintain this insurance and “tail” coverage throughout the term of this Contract and for a minimum of three (3) years after Contract completion.

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

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

ARTICLE 20. INDEMNITY

- 20.1 To the extent, but only to the extent, that CONSULTANT's Work falls within the scope of Civil Code Section 2782.8, the following indemnification is applicable: CONSULTANT shall indemnify and defend (with legal counsel reasonably approved by SANBAG) San Bernardino Associated Governments, San Bernardino County Transportation Commission, San Bernardino County Transportation Authority, San Bernardino County Service Authority for Freeway Emergencies, San Bernardino County Congestion Management Agency, and their respective authorized officers, employees, agents and volunteers, from any and all losses, damages, liability, actions, and/or costs for claims that arise out of, pertain to, or are related to the negligence, recklessness, or willful misconduct of the design professional.
- 20.2 For all other Work, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SANBAG) and hold harmless San Bernardino Associated Governments, San Bernardino County Transportation Commission, San Bernardino County Transportation Authority, San Bernardino County Service Authority for Freeway Emergencies, San Bernardino County Congestion Management Agency, and their respective authorized officers, employees, agents and volunteers (Indemnitees), from any and all claims, actions, losses, damages and/or liability (Claims) arising out of or related to any act or omission of CONSULTANT or any of its officers, employees, agents, subconsultants or volunteers and for any costs or expenses incurred by SANBAG or Indemnitees on account of any such Claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. CONSULTANT's indemnification obligation applies to SANBAG's or Indemnitees' "active" as well as "passive" negligence but does not apply

to SANBAG's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

ARTICLE 21. OWNERSHIP OF DATA

- 21.1 Upon completion of all Work under this Contract, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this Contract will automatically be vested in SANBAG; and no further agreement will be necessary to transfer ownership to SANBAG. CONSULTANT shall furnish SANBAG all necessary copies as needed to complete the review and approval process.
- 21.2 It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this Contract has been entered into.
- 21.3 CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by SANBAG of the machine-readable information and data provided by CONSULTANT under this Contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by SANBAG of the project documentation on other projects or additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONSULTANT.
- 21.4 Applicable patent rights provisions regarding rights to inventions shall be included in the Contract as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- 21.5 SANBAG may permit copyrighting reports or other agreement products. If copyrights are permitted, the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for government purposes.
- 21.6 Any subcontract in excess of \$25,000 entered into as a result of this Contract, shall contain all of the provisions of this Article.

ARTICLE 22. CLAIMS FILED BY SANBAG'S CONSTRUCTION CONTRACTOR

- 22.1 If claims are filed by SANBAG's construction contractor relating to Work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with SANBAG and legal staff, and for testimony, if necessary, at depositions, administrative proceedings, trial or arbitration proceedings.
- 22.2 CONSULTANT's personnel that SANBAG considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from SANBAG. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for the CONSULTANT's personnel services under this Contract.
- 22.3 Services of the CONSULTANT's personnel in connection with SANBAG's construction

contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this Contract in order to resolve the construction claims.

- 22.4 Any subcontract in excess of \$25,000 entered into as a result of this Contract, shall contain all of the provisions of this Article.

ARTICLE 23. CONFIDENTIALITY OF DATA

- 23.1 All financial, statistical, personal, technical, or other data and information relative to SANBAG's operations, which are designated confidential by SANBAG and made available to CONSULTANT in order to carry out this Contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- 23.2 Permission to disclose information on one occasion, or public hearing held by SANBAG relating to the Contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- 23.3 CONSULTANT shall not comment publicly to the press or any other media, including social media regarding the Contract or SANBAG's actions on the same, except to SANBAG's staff, CONSULTANT's own personnel involved in the performance of this Contract, at public hearings or in response to questions from a SANBAG Board Committee or other public meeting approved by SANBAG.
- 23.4 CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding Work performed to be performed under this Contract without prior review of the contents thereof by SANBAG, and receipt of SANBAG's written permission.
- 23.5 Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.

ARTICLE 24. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

ARTICLE 25. EVALUATION OF CONSULTANT

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

ARTICLE 26. RESPONSIBILITY OF CONSULTANT

- 26.1 CONSULTANT shall be responsible for the professional quality, technical accuracy, and the assurance of compliance with all applicable federal, State, and local laws and regulations, and other Work furnished by the CONSULTANT under the Contract. The Contract includes reference to the appropriate standards for design or other standards for

Work performance stipulated in the Contract.

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

ARTICLE 27. TECHNICAL DIRECTION

- 27.1 Performance of Work under this Contract shall be subject to the technical direction of SANBAG's Project Manager (hereinafter referred to as "Project Manager"), who will be identified in writing to CONSULTANT, upon issuance of the NTP and/or subsequently by written notice during the Contract. The term "Technical Direction" is defined to

include, without limitation:

- 27.1.1 Directions to CONSULTANT, which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Scope of Work.
 - 27.1.2 Provision of written information to CONSULTANT, which assists in the interpretation of drawings, reports, or technical portions of the Scope of Work described herein.
 - 27.1.3 Review and, where required by the Contract, approval of technical reports, drawings, specifications and technical information to be delivered by CONSULTANT to SANBAG under the Contract.
 - 27.1.4 SANBAG's Project Manager may modify this Contract for certain administrative modifications without issuing a written amendment. Administrative modifications as defined herein are limited to: substitutions of personnel identified in this Contract, including Key Personnel and project personnel and subconsultants; modifications to hourly rates, classifications, and names of personnel in Exhibit "B"; and modifications of the address of the CONSULTANT. All administrative modifications shall be documented in writing between the Parties.
- 27.2 Technical Direction must be within the Scope of Work under this Contract. SANBAG's Project Manager does not have the authority to, and may not, issue any Technical Direction which:
- 27.2.1 Increases or decreases the Scope of Work;
 - 27.2.2 Directs CONSULTANT to perform Work outside the original intent of the Scope of Work;
 - 27.2.3 In any manner cause an increase or decrease in the Contract price as identified in Article 3., herein, or the time required for Contract performance;
 - 27.2.4 Changes any of the expressed terms, conditions or specifications of the Contract; unless identified herein;
 - 27.2.5 Interferes with the CONSULTANT's right to perform the terms and conditions of the Contract; or
 - 27.2.6 Approve any demand or claim for additional payment.
- 27.3 Failure of CONSULTANT and SANBAG's Project Manager to agree that the Technical Direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken shall be subject to the provisions of the "DISPUTES" Article herein.
- 27.4 All Technical Direction shall be issued in writing by SANBAG's Project Manager.
- 27.5 CONSULTANT shall proceed promptly with the performance of Technical Direction, in the manner prescribed by this Article and within their authority under the provisions of this Article. If, in the opinion of CONSULTANT, any instruction or direction by SANBAG's Project Manager falls within one of the categories defined in 27.2.1 through 27.2.6 above, CONSULTANT shall not proceed but shall notify SANBAG's Project

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

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

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

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

ARTICLE 28. KEY PERSONNEL

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

Name	Job Classification/Function
Nabil Fraywat, P.E.	Project Manager/Resident Engineer
Kristi Twiley, P.E.	Assistant Resident Engineer/Lead Inspector

ARTICLE 29. REPRESENTATIONS

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

ARTICLE 30. TAXES, DUTIES AND FEES

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

ARTICLE 31. PERMITS AND LICENSES

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

ARTICLE 32. STATEMENT OF COMPLIANCE

- 32.1 CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- 32.2 During the performance of this Contract, CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g. cancer), age (over 40), marital status and denial of family care leave. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq. and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONSULTANT and subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

ARTICLE 33. DEBARMENT AND SUSPENSION CERTIFICATION

- 33.1 CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to SANBAG.
- 33.2 Exception will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- 33.3 Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highways Administration.

ARTICLE 34. STATE PREVAILING WAGE RATES

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

ARTICLE 35. CONFLICT OF INTEREST

- 35.1 CONSULTANT shall disclose any financial, business, or other relationship with SANBAG that may have an impact upon the outcome of this Contract, or any ensuing SANBAG construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this Contract, or any ensuing SANBAG construction project, which will follow.
- 35.2 CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Contract.
- 35.3 Any subcontract in excess of \$25,000 entered into as a result of this Contract, shall contain all of the provisions of this Article.
- 35.4 CONSULTANT hereby certifies that neither CONSULTANT, its employees, nor any firm affiliated with CONSULTANT providing services on this project prepared the Plans, Specifications, and Estimate for any construction project included within this Contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- 35.5 CONSULTANT further certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT, will bid on any construction subcontracts included within the construction contract. Additionally, CONSULTANT certifies that no person working under this Contract is also employed by the construction contractor for any project included within this Contract.
- 35.6 Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing services on this Contract shall have provided services on the design of any project included within this Contract.

ARTICLE 36. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

ARTICLE 37. PROHIBITION OF EXPENDING SANBAG, STATE OR FEDERAL FUNDS FOR LOBBYING - INTENTIONALLY OMITTED

ARTICLE 38. NOTIFICATION

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

To CONSULTANT	To SANBAG
3600 Lime Street, Suite 527	1170 W. 3rd Street, 2nd Floor
Riverside, CA 92501	San Bernardino, CA 92410-1715
Attn: Nabil Fraywat	Attn: Garry Cohoe
	cc: Contract Administrator
Phone: (951) 782-8010	Phone: (909) 884-8276

ARTICLE 39. STOP WORK ORDER

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

ARTICLE 40. CLAIMS

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

ARTICLE 41. ERRORS AND OMISSIONS

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

ARTICLE 42. WARRANTY

CONSULTANT warrants that all Work performed shall be in accordance with the Contract, and all applicable professional standards. In the event of a breach of this provision, CONSULTANT shall take the necessary actions to correct the breach at CONSULTANT's sole expense. If CONSULTANT does not take the necessary action to correct the breach, SANBAG, without waiving any other rights or remedies it may have, may take the necessary steps to correct the breach, and CONSULTANT shall promptly reimburse SANBAG for all expenses and costs incurred.

ARTICLE 43. INDEPENDENT CONTRACTOR

CONSULTANT is and shall be at all times an independent contractor. Accordingly, all Work provided by CONSULTANT shall be done and performed by CONSULTANT under the sole supervision, direction and control of CONSULTANT. SANBAG shall rely on CONSULTANT for results only, and shall have no right at any time to direct or supervise CONSULTANT or CONSULTANT's employees in the performance of Work or as to the manner, means and methods by which Work is performed. All personnel furnished by CONSULTANT under this Contract, and all representatives of CONSULTANT, shall be and remain the employees or agents of CONSULTANT or of CONSULTANT's subconsultant(s) at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of SANBAG.

ARTICLE 44. ATTORNEY'S FEES

If any legal action is instituted to enforce or declare any Party's rights under the Contract, each Party, including the prevailing Party, must bear its own costs and attorneys' fees. This Article shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a Party hereto and payable under the "Indemnity" provision of the Contract.

ARTICLE 45. GOVERNING LAW AND VENUE

This Contract shall be subject to the law and jurisdiction of the State of California. The Parties acknowledge and agree that this Contract was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The Parties agree that the venue for any action or claim brought by any Party to this Contract will be the Superior Court of California, San Bernardino County. Each Party hereby waives any law or rule of court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party, the Parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County.

ARTICLE 46. FEDERAL, STATE AND LOCAL LAWS

CONSULTANT warrants that in the performance of this Contract, it shall comply with all applicable federal, State and local laws, ordinances, rules and regulations.

ARTICLE 47. PRECEDENCE

- 47.1 The Contract consists of this Contract document, Exhibit "A"- Scope of Work, and Exhibit "B" - Cost Proposal SANBAG's Request For Proposal and CONSULTANT's proposal, all of which are incorporated in this Contract by this reference.
- 47.2 The following order of precedence shall apply: first, the Contract including Exhibits "A" and "B"; second, SANBAG's Request For Proposal; and last, CONSULTANT's Proposal. In the event of a conflict between the Contract Articles and the Scope of Work, the Contract Articles will prevail.
- 47.3 In the event of an express conflict between the documents listed in this Article, or between any other documents, which are a part of the Contract, CONSULTANT shall notify SANBAG in writing within three (3) business days of its discovery of the conflict and shall comply with SANBAG's resolution of the conflict.

ARTICLE 48. GRATUITIES

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

ARTICLE 49. REVIEW AND ACCEPTANCE

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

ARTICLE 50. DRUG FREE WORKPLACE

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

ARTICLE 51. FORCE MAJEURE

CONSULTANT shall not be in default under this Contract in the event that the Work performed by CONSULTANT is temporarily interrupted or discontinued for any of the following reasons: riots, wars, sabotage, acts of terrorism, civil disturbances, insurrection, explosion, pandemics, quarantines, acts of God, acts of government or governmental restraint, and natural disasters such as floods, earthquakes, landslides, and fires, or other catastrophic events which are beyond the reasonable control of CONSULTANT and which CONSULTANT could not reasonably be expected to have prevented or controlled. "Other catastrophic events" does not include the financial inability of CONSULTANT to perform or failure of CONSULTANT to obtain either any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of CONSULTANT.

ARTICLE 52. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

CONSULTANT shall comply with all applicable provisions of the Americans With Disabilities Act in performing Work under this Contract.

ARTICLE 53. ENTIRE DOCUMENT

- 53.1 This Contract and its attachments constitute the sole and only agreement governing the Work and supersedes any prior understandings, written or oral, between the Parties respecting the Project. All previous proposals, offers, and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been expressly incorporated into this Contract.
- 53.2 No agent, official, employee or representative of SANBAG has any authority to bind SANBAG to any affirmation, representation or warranty outside of, or in conflict with, the stated terms of this Contract, and CONSULTANT hereby stipulates that it has not relied, and will not rely, on same.
- 53.3 Both Parties have been represented or had the full opportunity to be represented by legal counsel of their own choosing in the negotiation and preparation of this Contract. Therefore, the language in all parts of this Contract will be construed, in all cases, according to its fair meaning, and not for or against either Party.

ARTICLE 54. CONTRACT

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

ARTICLE 55. EFFECTIVE DATE

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

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

Attachment: C14154 [Revision 3] (1333 : Construction Management Services for State Route 210 (SR-210) Pepper Avenue Interchange Project)

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

CONSULTANT

SANBAG

By: _____
Girish Kripalani
Vice President

By: _____
L. Dennis Michael
President, Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM

By: _____
Eileen Monaghan Teichert
General Counsel

CONCURRENCE

By: _____
Jeffery Hill
Procurement Manager

Attachment: C14154 [Revision 3] (1333 : Construction Management Services for State Route 210 (SR-210) Pepper Avenue Interchange Project)

EXHIBIT A - SCOPE OF WORK

INDEX

- A. DESCRIPTION OF SERVICES
- B. PERFORMANCE REQUIREMENTS
- C. DUTIES AND RESPONSIBILITIES
 - 1. Pre-construction Services
 - 2. Bid Process
 - 3. Project Administration
 - 4. Construction Coordination
 - 5. Construction Inspection
 - 6. Project Support
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- D. DELIVERABLES
- E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT
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- G. STANDARDS
- H. AVAILABILITY AND WORK HOURS
- I. LIMITATIONS TO AUTHORITY
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- K. CONSTRUCTION SITE SAFETY
- L. BASIS FOR SURVEY AND MONUMENT MARKING
- M. PERSONNEL QUALIFICATIONS

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, construction surveying and public outreach for the Project. A description of the Project is given below.

State Route 210 and Pepper Avenue Interchange

The construction project is located along State Route 210 in the City of Rialto. This project proposes to construct a new full-service diamond interchange to improve freeway access for the area. The construction project includes the following work elements:

- Construction of:
 - Freeway ramps
 - Retaining walls
 - Stormwater basins
 - Traffic Signals and other electrical improvements
 - Landscape Planting

The project will also include paving, utility relocations, drainage modifications, signing and striping, traffic handling, and erosion control.

SANBAG intends to advertise, award and administer one professional services contract for this project. The successful consultant firm will provide the construction management and support services.

Services

Services are anticipated to generally include, but are not limited to the following: participation in the evaluation of scheduling of the proposed project; constructability review; construction project advertising, bid analysis, and award; construction inspection; construction surveying, materials testing, landscape inspection, contractor interface and contract administration; office engineering; public outreach services and other assorted duties as appropriate in managing construction of a freeway interchange project on the State Highway System.

It is expected that the Consultant will assign a part-time Resident Engineer to coordinate all contract and personnel activities for all phases of construction. Other Resident Engineer(s) and inspection personnel may be assigned to direct and coordinate all project specific field activities and responsibilities as needed for satisfactory performance on the project. The Resident Engineer and every Resident Engineer assigned for this project shall be licensed as a Professional Civil Engineer in the State of California at the time of proposal submittal through the duration of the contract. The Consultant is expected to provide a 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 Authority's Public Information Office in implementing the Public Outreach Program established for this project.

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

establish the firm's ability to adequately and appropriately staff and manage the project.

SANBAG anticipates that the total contract will be approximately 36 months in duration, with preconstruction services starting in November 2014, advertise construction contract in April 2015, award construction contract in July 2015, and construction starting in September 2015, and ending in September 2016. Project will require landscape plant establishment period of 12 months followed by closeout activities not exceeding two months. The estimated construction capital cost of the project is about \$15.5 million.

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

The SANBAG Director of Project Delivery has designated a Construction Manager (also referred to as the SANBAG Project Manager) to coordinate all construction activities.

Mike Barnum, SANBAG Construction Manager

The CONSULTANT shall coordinate work through the SANBAG Construction Manager, or his designees. The SANBAG Construction Manager is responsible for coordination of all SANBAG construction activities and for coordinating the efforts of the total construction team. The SANBAG Construction 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.

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

CONSULTANT shall furnish a licensed Landscape Architect. The Landscape Architect shall be assigned to direct and coordinate landscape construction activities under this contract.

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 Construction Manager or designee 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 the SANBAG Construction Manager. If, in the opinion

of the SANBAG Construction Manager, 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 the SANBAG Construction Manager, the SANBAG Construction Manager 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 the SANBAG Construction Manager or designee 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.

Consultant shall be responsible for finalizing a Source Inspection Quality Management Plan (SIQMP) to match the project requirements, assist SANBAG in gaining Caltrans approval, and manage the SIQMP. The SIQMP shall meet SANBAG and Caltrans requirements. Consultant shall provide Structural Materials Representative (SMR), Steel inspectors, Non-destructive Steel Inspectors, Coating Inspectors, Precast Concrete Inspectors and other source inspectors as needed.

All CONSULTANT personnel will be knowledgeable of, and comply with, all applicable local, state, and federal regulations. All personnel shall cooperate and consult with 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 consistent construction survey quality throughout each phase of each project. Therefore, CONSULTANT is encouraged to provide the same field personnel for the duration of construction. It is important that the Field Party Chief(s) assigned to a project be completely familiar with the survey requirements and the assignments for the Project.

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

CONSULTANT personnel will:

- Be knowledgeable of, and comply with all, applicable local, Caltrans, state, and federal regulations.
- Cooperate and consult with 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 SANBAG Construction Manager.

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

C. DUTIES AND RESPONSIBILITIES

1. Pre-construction Services

a. Schedule

CONSULTANT shall review the proposed Project schedule, compare it to the Project plans and specifications, and provide recommendations to 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 65% and 95 % 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 LAPM.

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, 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 Resource Control Board (SWRCB).
- o. CONSULTANT shall maintain redlined as-built plans on an ongoing basis throughout the duration of the Project. Redlined plans shall show all changes made to the original contract plans, each change identified with the name of the approver, date of change approval, and CCO number, if applicable.

4. Construction Coordination

- c. CONSULTANT shall maintain regular contact with SANBAG's Construction Manager or designee.
- 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 SANBAG Construction Manager or designee. CONSULTANT shall log and track all submittals and requests.
- h. CONSULTANT shall provide a qualified Storm Water Pollution Prevention Plans SWPPP Coordinator who along with the Resident Engineer shall review and certify contractor prepared SWPPP and coordinate approval with SANBAG and the State Water Resource Control Board. The SWPPP Coordinator shall be at a minimum a Qualified 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 SANBAG Construction Manager or designee.

- 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 and Landscape 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 establish and maintain cooperative relations with those contacted during the course of work and be able to communicate effectively, both orally and in writing. Except as otherwise directed by the SANBAG Project Manager, all written, project related correspondence prepared by CONSULTANT shall be issued on CONSULTANT's letterhead and not on SANBAG's letterhead.
- d. 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.
- e. 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.
- f. 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

SANBAG Construction Manager or designee will assign survey work to the CONSULTANT as needed by issuing a "Request for Survey Services". Requests may include, but not be limited to, the following types of surveys and related services:

1) Construction Surveys

CONSULTANT shall perform construction staking and calculations as needed.

- a) Survey calculations and adjustments shall be performed with established and computed coordinates based on the California Coordinate System.
- b) Cross-section data collection shall be performed by conventional and terrain line interpolation survey methods.
- c) Survey data will include topography, cross-section, and other survey data in computer formats compatible with the Caltrans computer survey and design systems.
- d) Prepare and maintain survey documents. Survey documents include survey field notes, maps, drawings, and other survey documents.
- e) Perform construction staking, including but not limited to:
 - i. Utility relocations
 - ii. Clearing limits
 - iii. Slope staking
 - iv. Storm drain, 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 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. 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
- 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 the SANBAG Construction Manager or designee, 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. Again, all personnel and personnel assignments are subject to approval by the SANBAG Construction Manager or designee. 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 five (5) 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.

3. Licensed Landscape Architect

- a. A minimum of four (4) years' experience on similar construction projects is desired.
- b. Licensed Professional Landscape Architect 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. Ability to use appropriate calculations for hydraulic analysis, piping mechanics and strengths of materials as these relate to the design, construction and operation of irrigation systems.

- g. Ability to use typical computer software for word processing and preparing spreadsheets.
- h. Reasonably accessible to SANBAG during normal working hours.
- i. Possess a thorough understanding of Caltrans Construction Contract Administration Procedures, Caltrans Construction Practices and Procedures (for both field and office) and Caltrans Erosion Control & Highway Planting Standards.
- j. Ability to work independently, make effective decisions concerning construction work in progress and solve field problems.
- k. Possess a thorough understanding of all local regulatory requirements pertaining to the Storm Water Pollution Prevention Plan (SWPPP) and the National Pollution Discharge Elimination System (NPDES) as they relate to highway Landscape Construction projects.
- l. Possess a thorough understanding of local ordinances and other regulations regarding water use and water conservation measures as related to landscape irrigation.
- m. Possess general knowledge of common local plant diseases and pests together with respective methods and procedures used in control and eradication.

The Landscape Architect will assume the following functional responsibilities.

- 1) Monitor and provide direction to CONSULTANT inspection personnel concerning contractor compliance with special provisions and plant maintenance.
- 2) Monitor and track Contractor progress.
- 3) Prepare daily, weekly and monthly reports as required.

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 Construction Manager.

10. Materials Technicians

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

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

1) CONSTRUCTION TECHNICIAN I

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

2) CONSTRUCTION TECHNICIAN II

- a) Performs a variety of skilled activities. Examples of duties assigned to this classification are:
 - i. Inspecting minor construction items, sampling and inspection of steel reinforcement, sampling and inspection of concrete placing operation.
 - ii. Collect and analyze soil samples of construction

- iii. materials to determine compaction and moisture content. 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 Construction Surveyor Project Manager will be responsible for:
 - 1) Review, monitor, train, and provide general direction for CONSULTANT survey personnel.
 - 2) Assign personnel to projects on an as-needed basis.
 - 3) Administer personal leave, subject to approval of the Resident Engineer.
 - 4) Prepare monthly reports for delivery to the Resident Engineer.

12. Field Party Chief(s)

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

adopted by the Board of Registration for Professional Engineers and Land Surveyors).

- b. The Party Chief(s) should have a minimum two (2) years' survey experience on similar construction projects and possess the following additional capabilities:
 - 1) Thorough knowledge of construction survey practices and the ability to read and interpret plans and specifications.
 - 2) Ability to make effective decisions concerning field problems and work in progress.
 - 3) Familiarity with typical coordinate geometry computer programs.
 - 4) Familiarity with safety requirements for surveying near traffic.

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

13. Survey Crews

- a. Qualifications for survey crew members should include the following:
 - 1) A minimum of one (1) year of survey experience on similar construction projects is desired.
 - 2) Fundamental knowledge of construction survey practices and the ability to read and interpret plans and specifications.
 - 3) Ability to assist Party Chiefs and office personnel in all required surveying work.
 - 4) One survey crew member must have the ability to assume temporary leadership of the survey party in the absence of the Party Chief.

- b. Under the direction of the Resident Engineer and the Party Chief, the survey crew members will assume the following responsibilities:
 - 1) Perform basic calculations to support construction staking.
 - 2) Maintain continuous communication with Party Chiefs and office personnel.

End of Exhibit A

Minute Action

AGENDA ITEM: 5

Date: *October 9, 2014*

Subject:

Construction Contract Contingency Increase and Consultant Contract Amendments for I-215 Corridor Project

Recommendation:

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

- A. Approve increase in Allowances/Contingency for Contract No. C09196 with Skanska-Rados, A Joint Venture for the Interstate 215 Segment 1 and Segment 2 from \$18,381,980.00 to \$21,981,980.00. The increase to be funded with \$2,300,000.00 of Regional Improvement Program (RIP) funds realized from Project Construction Management savings and \$1,300,000.00 of Federal Congestion Mitigation and Air Quality (CMAQ) funds and/or another Federal fund and/or Measure I 1990-Valley Fund-Major Projects fund if some of the Project costs are not eligible for CMAQ funds.
- B. Approve Amendment No. 4 for Contract C06043 with Jacobs Project Management Co. for construction management services on the Interstate 215 5th Street Overcrossing and Segment 1 and Segment 2 reducing the total contract amount from \$31,519,722.00 to \$25,584,722.00.
- C. Approve Amendment No 4 for Contract C06045 with David Evans & Associates, Inc. for construction survey services on the Interstate 215 5th Street Overcrossing and Segment 1 and Segment 2 reducing the total contract amount from \$6,694,503.44 to \$4,794,503.44.
- D. Approve Amendment No 4 for Contract C09100 with AECOM Technical Services, Inc. for construction design support services on the Interstate 215 Segment 1 and Segment 2 reducing the total contract amount from \$2,200,000.00 to \$1,900,000.00.
- E. Approve Fiscal Year 2014/2015 Budget amendment to Task No. 0838 to add \$2,300,000.00 in Regional Improvement Program (RIP) funds for construction and \$1,300,000.00 in Federal Congestion Mitigation and Air Quality (CMAQ) funds for construction.

Background:

This item provides for a construction contract contingency increase and amendments to existing construction management, survey and design support contracts associated with the Interstate 215 Corridor Project.

Entity: CTA

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The \$650 million I-215 Corridor improvement project is nearing completion. Construction is complete for Segments 1 & 2, Rialto Avenue to Highland Avenue, and the close out process has begun. The construction remaining is landscaping. The overall corridor project enjoyed a lot of financial successes including obtaining Proposition 1B, Corridor Mobility Improvement Account (CMIA) funds of \$52 million, \$129 million in American Recovery and Reinvestment Act (ARRA) funds, \$40 million above SANBAG's allocation, and low construction bids. The \$119 million dollars of excess funding from obtaining the Federal and State funds, and the construction bid savings allowed the I-215 Bi-County improvement project to be funded.

Recommendation A: As stated above, Segments 1 & 2 construction is complete and the close out process has begun. The construction contract C09196 was awarded on September 2, 2009, to Skanska-Rados, A Joint Venture (SRJV) for \$154,273,064.00, \$73 million below the engineer's estimate. With the award of the contract, the Board approved a total contingency with supplemental and agency furnished items of \$18,381,980.00.

Due to the complexity of this project and weather delays, the construction has spanned five years. The project had seven construction stages, 60 structures, and moved the whole freeway alignment up to 131 feet. The freeway had to be moved to the east to eliminate the fast lane on and off ramps. During the five years of construction some major changes occurred that were not anticipated when the contract was awarded.

The biggest change was the new requirement for the Storm Water Protection and Prevention Plan (SWPPP). The State Water Control Board adopted new requirements that were effective July 1, 2010, even if the project was already in construction. The changes utilized over \$3 million of the contingency, and there are claims of over \$400,000.00 due to this issue.

The second biggest change was additional traffic control and maintaining traffic through the construction site. Supplemental funds of \$340,000.00 were provided for additional traffic control and maintaining traffic in the project. However, to date over \$1,870,000.00 has been expended, requiring \$1,530,000.00 of contingency to be utilized. This increase in cost is due to the numerous construction stages noted above along with staging changes/modifications necessary to address interim conditions, requirements to continuously maintain traffic and detours during construction including tie-ins with the adjoining I-215 Segment 3 and 5 construction projects and their respective stages, additional detour signage, maintaining the HOV closures to the south and north of the project limits that were not usable until completion of this project, additional closures to maintain temporary minimum vertical clearances below the southbound State Route 259 connector, and additional traffic control to address safety and maintenance needs throughout the construction.

The third biggest change was the increase in the price of asphalt oil. The contract specifications require that the contractor be compensated for increases in this cost. While \$230,000.00 had been included in the contract for potential increases in the cost of oil, the actual increase was \$890,000.00 requiring \$660,000.00 of contingency to be utilized to fund this fluctuation in oil prices.

Even with the large contingency expenditures, the construction management team strived to complete the project within the funds allocated. But, as the project is closed out and the final

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costs are negotiated with the contractor, staff anticipates that additional contingency will be required. It should be noted, that the items being negotiated with the contractor were included in the scope of the project. The contractor believes that they are due additional compensation for such reasons as changed conditions, ambiguity in the plans or specifications, and changed requirements. The contractor has submitted claims exceeding \$5 million. In our initial negotiations with the contractor it appears that some of the requests are warranted. For these reasons, staff is requesting the contingency be increased by \$3,600,000.00 for a total contingency of \$21,981,980.00. With this increase in contingency, the total capital construction amount of the Skanska-Rados contract will be \$176,255,044.00. Of course, the final total construction amount will not be known until the claim negotiations are complete. Depending on the final outcome of the negotiations, a request for additional funds may be necessary.

The construction management for this project has realized savings of RIP funds. These savings will fund \$2.3 million of the requested contingency increase. Amending the construction management, surveying and design support contracts is the subject of Recommendations B, C, & D.

The remaining increase of \$1,300,000.00 is to be funded with CMAQ funds. Not all construction costs are eligible for CMAQ funds. If it is found that the full \$1,300,000.00 cannot be utilized, the difference will be funded with another Federal fund and/or Measure I 1990-Valley Fund-Major Projects.

Recommendations B, C & D: During the course of the project, efficiencies were found to minimize cost and reduce overall construction support cost by Jacobs Project Management Company, David Evans & Associates, and AECOM Technical Services. As the project is completed we are estimating savings in construction management services, construction survey and construction design support cost of \$8.15 million of which \$5.85 million has already been reallocated leaving \$2.3 million to help fund unanticipated cost increases associated with construction capital as noted above. The details of each of the construction support contracts and the recommended contract amendments follow.

Recommendation B: A contract with Jacob Civil Inc. (C06043) was entered into to provide construction management services.

Original Agreement

Approved: July 5, 2006

Amount: \$3,134,214.00; contingency \$156,711.00; total \$3,290,925.00

Scope: Construction Management Services for the I-215 5th Street Overcrossing ProjectAmendment 1

Approved: May 6, 2009

Amendment Amount: \$25,805,007.00; contingency \$2,423,790.00; total \$28,228,797.00.

New total contract amount: \$31,519,722.00

Scope: Added construction management services for I-215 Segments 1 and 2 Realignment and Widening Project; approved Contract assignment to and assumption by Jacobs Project Management Co.

Amendment 2

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Approved: January 14, 2014

Amount: \$0.00

Scope: Time Extension

Amendment 3

Approved: August 20, 2014

Amount: \$0.00

Scope: Time Extension

Amendment 4 (Proposed)

With the construction of this project complete the contract management services to complete the project have been determined. This recommended contract amendment will reduce the total contract amount to reflect this savings. Staff recommends approval of Amendment No. 4 for Contract C06043 with Jacobs Project Management Co. for construction management services on the Interstate 215 5th Street Overcrossing and Segment 1 and Segment 2 Project reducing the total contract amount from \$31,519,722.00 to \$25,519,722.00.

Recommendation C: A contract with David Evans & Associates (C06045) was entered into to provide construction survey services.

Original Agreement

Approved: November 1, 2006

Amount: \$1,183,381.00; contingency \$118,338.00; total \$1,301,719.00

Scope: Construction survey services for the I-215 5th Street Overcrossing Project

Amendment 1

Approved: July 1, 2009

Amendment Amount: \$4,953,175.79; contingency \$439,608.65; total \$5,392,784.44

New Total contract amount: \$6,694,503.44

Scope: Added construction survey services for I-215 Segments 1 and 2 Realignment and Widening Project

Amendment 2

Approved: January 8, 2014

Amount: \$0

Scope: Time Extension Only

Amendment 3

Approved: September 16, 2014

Amount: \$0

Scope: Time Extension Only

Amendment 4 (Proposed)

With the construction of this project complete the contract survey services to complete the project have been determined. The recommended contract amendment will reduce the total contract amount to reflect this savings. Staff recommends approval of Amendment No 4 for Contract C06045 with David Evans & Associates for construction survey services on the

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Interstate 215 5th Street Overcrossing and Segment 1 and Segment 2 Project reducing the total contract amount from \$6,694,503.44 to \$4,794,503.44.

Recommendation D: A contract with AECOM Technical Services Inc. (formerly DMJM+Harris, Inc.) (C09100) was entered into to provide design construction support services.

Original Agreement

Approved: December 3, 2008

Amount: \$400,000.00

Scope: Design support services through construction for the I-215 Segments 1 and 2 Realignment and Widening Project

Amendment 1

Approved: September 1, 2010

Amendment Amount: \$1,650,000.00; Contingency \$150,000.00 total \$1,800,000.00

Total contract amount: \$2,200,000.00

Scope: Design support services through construction for the I-215 Segments 1 and 2 Realignment and Widening Project; approved Contract assignment to and assumption by AECOM Technical Services, Inc.

Amendment 2

Approved: December 3, 2013

Amendment Amount: \$0

Scope: Time Extension Only

Amendment 3

Approved: August 20, 2014

Amendment Amount: \$0

Scope: Time Extension Only

Amendment 4 (Proposed)

With the construction of this project complete the design construction services to complete the project have been determined. The recommended contract amendment will reduce the total contract amount to reflect this savings. Staff recommends approval of Amendment No 4 for Contract C09100 with AECOM Technical Services Inc. for construction design support services on the Interstate 215 Segment 1 and Segment 2 reducing the total contract amount from \$2,200,000.00 to \$1,900,000.00.

Staff recommends the approval of the four recommendations above.

Recommendation E: Staff is requesting a budget amendment to the Fiscal Year 2014/2015 Budget for Task No. 0838 to add \$2,300,000.00 in Regional Improvement Program (RIP) funds for construction and \$1,300,000 in Federal Congestion Mitigation and Air Quality (CMAQ) funds for construction.

Financial Impact:

This item is not consistent with the Fiscal Year 2014/2015 budget in task 0838. A budget amendment is requested as part of this agenda item to add \$2,300,000 in Regional Improvement

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Program (RIP) funds and \$1,300,000 in Congestion Mitigation and Air Quality (CMAQ) funds for construction in this task.

Reviewed By:

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

Responsible Staff:

Garry Cohoe, Director of Project Delivery

I-215 Seg 1 & 2 Project - Executed Change Orders		
Number	Description	Amount
001	Traffic Control	\$100,000.00
001-S1	Traffic Control – Additional Funds	\$100,000.00
001-S2	Traffic Control – Additional Funds	\$150,000.00
001-S3	Traffic Control – Additional Funds	\$100,000.00
001-S4	Traffic Control – Additional Funds	\$125,000.00
001-S5	Traffic Control – Additional Funds	\$250,000.00
001-S6	Traffic Control – Additional Funds	\$205,000.00
002	Establish a DRB	\$35,000.00
002-S1	Establish a DRB – Additional Funds	\$913.78
002-S2	Establish a DRB – Additional Funds	\$187.50
003	Establish a Partnering Training Workshop	\$50,000.00
004	HMA Price Fluctuation Adjustment of Compensation	\$230,000.00
004-S1	HMA Price Fluctuation Adjustment of Compensation – Additional Funds	\$100,000.00
004-S2	HMA Price Fluctuation Adjustment of Compensation – Additional Funds	\$300,000.00
004-S3	HMA Price Fluctuation Adjustment of Compensation – Additional Funds	\$210,000.00
004-S4	HMA Price Fluctuation Adjustment of Compensation – Additional Funds	\$50,000.00
005	Maintain Existing Electrical	\$50,000.00
005-S1	Maintain Existing Electrical – Additional Funds	\$50,000.00
005-S2	Maintain Existing Electrical – Additional Funds	\$75,000.00
005-S3	Maintain Existing Electrical – Additional Funds	\$24,000.00
005-S4	Maintain Existing Electrical – Additional Funds	\$95,000.00
005-S5	Maintain Existing Electrical – Additional Funds	\$145,000.00
006	Soundwall Block Detail Revision	\$0.00
007	Architectural Treatment Test Panel Size Revision	\$0.00
008	Just-In-Time Training for PCC Pavement and Paving Techniques	\$6,000.00
009	SWPPP Maintenance	\$100,000.00
009-S1	SWPPP Maintenance – Additional Funds	\$950,000.00
009-S2	SWPPP Maintenance – Additional Funds	\$395,000.00
009-S3	SWPPP Maintenance – Additional Funds	\$250,000.00
010	Utility Potholing	\$10,000.00
010-S1	Utility Potholing – Additional Funds	\$10,000.00
010-S2	Utility Potholing – Additional Funds	\$10,000.00
010-S3	Utility Potholing – Additional Funds	\$10,000.00
010-S4	Utility Potholing – Additional Funds	\$20,000.00
011	Buried Man-Made Object	\$20,000.00
011-S1	Buried Man-Made Object – Additional Funds	\$30,000.00
011-S2	Buried Man-Made Object – Additional Funds	\$50,000.00
011-S3	Buried Man-Made Object – Additional Funds	\$50,000.00
011-S4	Buried Man-Made Object – Additional Funds	\$49,000.00
011-S5	Buried Man-Made Object – Additional Funds	\$50,000.00
011-S6	Buried Man-Made Object – Additional Funds	\$95,000.00
012	Provide Access Control Fence	\$50,000.00
014	Optional Steel Pipe Pile Specification	\$0.00
015	Modify 13 th Street Off Ramp	\$83,325.00
016	Change to Precast Girders at Redlands Loop	\$0.00
017	Temporary Fiber Optic	\$12,605.00

Attachment: I-215 Seg 12 Change Order Log for Agenda Item -Exhibit A (1271 : I-215 Corridor Contingency Increase/A&E Amendments)

018	Repair Roadway	\$25,000.00
018-S1	Repair Roadway – Additional Funds	\$25,000.00
018-S2	Repair Roadway – Additional Funds	\$50,000.00
018-S3	Repair Roadway – Additional Funds	\$50,000.00
018-S4	Repair Roadway – Additional Funds	\$100,000.00
018-S5	Repair Roadway – Additional Funds	\$125,000.00
018-S6	Repair Roadway – Additional Funds	\$100,000.00
018-S7	Repair Roadway – Additional Funds	\$59,608.04
019	Change Sound Wall Pile Steel to No. 3 Rebar	\$0.00
020	Realign DS #6	\$2,398.00
021	Shear Ring Alternate Welding Method	\$0.00
022	Temporary Chain Link Fence at Verizon Yard	\$9,500.00
023	Revise DS #20	\$9,239.00
024	Change Traffic Opening at 9 th Street	\$0.00
025	Revise RW106W & DS #8, 13 & 100	\$15,390.02
026	1200mm Casing for 600mm Jacked Pipe DS #8 & 14	\$0.00
027	Change Traffic Opening at Baseline St OC	\$0.00
028	Rialto Top Deck Reinforcement	\$0.00
029	Tie-In DS #10-0 to Segment 3	\$80,000.00
029-S1	Tie-In DS #10-0 to Segment 3 – Time Deferment Closure	\$0.00
029-S2	Tie-In DS #10-0 to Segment 3 – Additional Funds	\$28,345.54
030	Modify Overhead Sign ‘H’ Values	\$13,258.64
030-S1	Sign ‘B’ New Foundation	\$51,297.29
031	Change Bearing Pad Thickness at 5 th / 215 SB On Ramp	\$0.00
032	ROW Delay DS #100 2 nd Street	\$10,000.00
033	Modify DS #101 and 102 W of 9 th Seg. 2	\$63,758.60
033-S1	Modify DS #101 and 102 W of 9 th Seg. 2 – Additional Funds	\$35,000.00
033-S2	Modify DS #101 and 102 W of 9 th Seg. 2 – Additional Funds	\$52,501.94
033-S3	Modify DS #101 and 102 W of 9 th Seg. 2 – Additional Funds	\$25,000.00
033-S4	Modify DS #101 and 102 W of 9 th Seg. 2 – Additional Funds	\$30,000.00
034	Modify DS #19 Seg. 2	\$60,000.00
034-S1	Modify DS #17 & #19 Seg. 2	\$51,453.50
034-S2	Modify DS #17 & #19 Seg. 2 – Additional Funds	\$95,000.00
034-S3	Modify DS-17 & DS-18, Seg. 2, Add’l Funds	\$16,007.92
035	Change Incandescent ‘Meter On’ Signs	\$2,547.55
036	Strengthen Outside Shoulder	\$32,078.00
039	Credit for Traffic Screen	(\$35,715.00)
040	Inlet guards	\$12,455.00
041	Relocate Fiber Optic Conduit at Redlands Loop	\$0.00
042	SB I-215 Detour North of 16 th Street	\$152,770.00
042-S1	SB I-215 Detour North of 16 th Street – Additional Funds	\$50,000.00
042-S2	SB I-215 Detour North of 16 th Street – Additional Funds	\$27,000.00
043	Revise Retaining Wall 242B, Add 242C	\$112,324.75
044	Third Street Train Mural	\$4,925.49
045	Right of Way Delay for DS #100 at 3 rd St Power Pole	\$4,182.99
047	Baseline Abutment 1 Right of Way Delays Due to BNSF Cables	\$55,000.00
047-S1	Baseline Mitigation of Critical Path Delay	\$60,000.00
048	Revise Structural Section 8 & 13	\$19,470.00

049	Frame Roadside Signs	\$3,066.90
049-S1	Additional Framed Signs	\$1,482.69
050	Change the Sta. for Abut. 1 & 7 16 th St	\$0.00
051	TCE at ARCO Station at Baseline & H St	\$0.00
052	Changes to Special Provisions for CIDH Payment Clause	\$0.00
053	Service Conduits for SCE Service Connections	\$23,218.32
054	Revise Vertical Drop Connection	\$0.00
055	Clean Out Storm Drain at 9 th Street	\$4,200.00
056	Revise DS #4, 6 & 84	\$5,841.20
057	Graffiti Removal	\$20,000.00
057-S1	Graffiti Removal – Additional Funds	\$50,000.00
057-S2	Graffiti Removal – Additional Funds	\$25,000.00
057-S3	Graffiti Removal – Additional Funds	\$75,000.00
058	Salvage Vehicle Detection System	\$15,000.00
059	Reduce ADL Quantity Bid Item 70 & 71	\$0.00
060	3 rd Street Bridge Temp Retaining Wall Structure Backfill	\$25,000.00
061	Additional Drainage Inlet at 3 rd Street	\$8,500.00
062	New SWPP Permit Requirements	\$160,665.00
062-S1	New NPDES Permit – Order No. 2009-0009-DWG	\$574,911.32
062-S2	New NPDES Permit – Order No. 2009-0009-DWG	\$55,024.95
062-S3	New NPDES Permit – order No. 2009-0009-DWQ, Add'l Funds	\$332,960.00
063	Additional Bracing for Falsework Bent 2-5 at Baseline St OC/OH	\$15,000.00
064	Right of Way Obligations	\$25,000.00
064-S1	Right of Way Obligations – Additional Funds	\$25,000.00
064-S2	Right of Way Obligations – Additional Funds	\$49,000.00
064-S3	Right of Way Obligations – Additional Funds	\$86,000.00
064-S4	Right of Way Obligations – Additional Funds	\$150,000.00
064-S5	Right of Way Obligations – Additional Funds	\$150,000.00
064-S6	Right of Way Obligations – Additional Funds	\$150,000.00
065	Remove Existing Storm Drain 62A	\$6,500.00
066	Repair Deck Opening and Joint on Redlands Loop and Rialto Bridges	\$90,105.80
067	5 th Street SB Off Ramp Acceleration	\$50,000.00
068	Modify Drainage Systems	\$100,000.00
068-S1	Modify Drainage Systems – Additional Funds	\$90,000.00
068-S2	Modify Drainage Systems – Additional Funds	\$85,000.00
068-S3	Modify Drainage Systems – Additional Funds	\$250,000.00
068-S4	Modify Drainage Systems – Additional Funds	\$120,000.00
068-S5	Modify Drainage Systems – Additional Funds	\$60,000.00
068-S6	Modify Drainage Systems – Additional Funds	\$50,000.00
069	Stage Construction 4 th Through 6 th	\$95,000.00
069-S1	Stage Construction 4 th Through 6 th – Additional Funds	\$50,000.00
069-S2	Stage Construction 4th Through 6th – Additional Funds	\$40,625.22
070	Temporary Paving Under 259	\$145,927.00
071	Repair Fiber Optic Cable at 3 rd Street	\$22,000.00
072	Move Gore North for 215/259	\$40,000.00
073	Alignment and Temporary Paving Change Sta. 118 to Sta. 121 Median	\$0.00
074	Move SCE Connection at 5 th Street	\$30,394.56
075	Modify DS #115 at 16t Street and H Street	\$11,530.90

076	Delete Shiner on Retaining Walls, Seg. 1	\$0.00
077	Modify Drainage Systems G1 to G2 Types	\$38,334.30
078	Settlement of NOPC No. 1 – Pump House at 6 th Street	\$18,890.32
079	Revised Staging NB 2 nd Street Off Ramp – 2 nd Lane Addition	\$25,000.00
079-S1	Revised Staging NB 2nd St Off Ramp	\$3,059.13
081	Increase Quantities for Bid Item #202 – Welded Steel Pipe Casing (Bridge)	\$39,480.00
083	Revised SCE Connection Points	\$5,358.47
083-S1	Revised SCE Connection Points – Addition of Trenton Street	\$10,646.65
084	Restage North End of Project & Temporary SB 3 rd Street Off Ramp	\$1,630,850.00
084-S1	Restage North End of Project & Temporary SB 3 rd Street Off Ramp – Additional Funds	\$75,000.00
084-S2	Additional Funds for the BAS Rental Property	\$1,343.54
085	Revise DS #38 Callouts	\$0.00
086	Chain Link Railing Fabric Color Change	\$64,003.59
087	Sidewalk Joint Armor at 9 th Street and Baseline Street OC/OH	\$25,000.00
088	Remove Contaminated Material at RW136	\$50,000.00
089	CIDH Pile Changes S259/S215 Connector	\$75,212.00
090	Electrical Changes 2 nd & I Street and 9 th & H Street	\$9,499.90
091	SB Transition Segment 5 into Segment 2	\$75,000.00
091-S1	SB Transition Segment 5 into Segment 2 – Additional Funds	\$60,000.00
092	Premium Time for Baseline and H Street Intersection	\$25,000.00
093	Relocate Signal at SE Corner of 2 nd St and SB On Ramp	\$18,350.00
094	Settlement of NOPC No. 3 – Temporary Power Poles (2 nd & 3 rd St)	\$34,345.28
095	Revised Deck Contours for 5 th St to S215 On Ramp	\$0.00
096	NB Transition Segment 2 into Segment 5	\$80,145.00
097	Modify Bioswale No. 3, Seg. 2	\$14,732.00
098	Eliminate BI# 184 Prepare and Paint Concrete Median Barrier Surfaces	(\$65,590.00)
099	DS #100 Verizon Utility Conflict	\$24,000.00
099-S1	DS #100 Verizon Utility Conflict – Additional Funds	\$86,394.57
100	Expansion Deflection Couplers at Baseline	\$2,415.35
101	Remove PCCP at South End of Project	\$85,000.00
102	Eliminate Bid Item No. 143 – Anti-Graffiti Coating	(\$262,800.00)
103	Traffic Signal Modification at 5 th St Ramps	\$9,375.31
104	Add CTPB Under Approach Slab Type R at Redlands Loop Widen and Rialto Ave Widen	\$88,330.56
105	Changes to Moment Barrier Slab Wall 117W	\$77,228.78
106	Revised Pile Layout Abut 1 Baseline Stage 2	\$80,476.97
107	Sound Wall No. 1 Extension	\$144,330.00
107-S1	Settlement of NOPC No. 18 – Addition of Sound Wall No. 122	\$50,000.00
108	Underdrain at Wall 116W	\$40,540.00
109	Move SE-22 Crossing North for 5 th St SB Off Ramp	\$9,438.14
109-S1	Power for Service SE-19 for Luminaires 32, 34, 35	\$15,346.41
110	Column Casing Specification Changes	\$0.00
111	Contour Grading at 5 th St and BNSF Rail Road	\$30,000.00
111-S1	Contour Grading at 5 th St and BNSF Rail Road – Additional Funds	\$20,000.00
111-S2	Regrade and Concrete Line Earthen Ditches on the West Side of BNSF ROW	\$40,000.00
112	Install Type ‘D’ Bike Loops	\$16,925.08

113	Transition Barrier Between 5 th St & S215/5ht St Off Ramp to Match Existing Bridge	\$10,000.00
113-S1	Retaining Wall 128 Transition Barrier Type 732A	\$10,000.00
114	SB Baseline On and Off Ramp Isolation Casing Revisions	\$18,848.42
115	Alternative Anchorage Bridge Mounted Signs	\$0.00
116	Intentionally Roughening the Bridge Stems	\$0.00
117	Modify the 732 Concrete Barriers at DS #8 & 11 Inlets	\$5,000.00
117-S1	Modify the 732 Concrete Barriers at DS #8 & 11 Inlets – Additional Funds	\$5,000.00
117-S2	Modify the 732 Concrete Barriers at DS #8 & 11 Inlets – Additional Funds	\$10,000.00
118	Soffit Lighting Layout Changes at 2 nd & 3 rd St Bridges	\$7,916.33
119	Change to Deck Drain Layout at 5 th St to S215 On Ramp	\$15,000.00
120	Modify and Upgrade Communications System	\$64,836.00
121	Pull Box Anti-Theft Installation	\$40,000.00
121-S1	Pull Box Anti-Theft Installation – Additional Funds for Caltrans Pull Boxes	\$95,000.00
121-S2	Utility Markers and Installation For Caltrans Pull Boxes – Additional Funds	\$10,000.00
121-S3	Utility Markers and Installation For Caltrans Pull Boxes – Additional Funds	\$50,000.00
121-S4	Utility Markers and Installation For Caltrans Pull Boxes – Additional Funds	\$100,000.00
122	Settlement of NOPC No. 8 – Storm Damage Repair	\$120,000.00
123	Relocate SE-09, Add PPB, Revise Highland Ramp Lighting Connection	\$27,863.48
124	Temporary Paving for NB 2 nd St Off Ramp	\$30,000.00
124-S1	Temporary Paving for NB 2 nd St Off Ramp – Additional Funds	\$15,000.00
125	Clearing & Grubbing Not Shown on Plans	\$40,000.00
126	Baseline Street Lighting	\$766.32
127	Replace Damaged Existing PCCP Slabs	\$80,000.00
127-S1	Replace Damaged Existing PCCP Slabs – Additional Funds	\$40,000.00
128	Drainage at Retaining Wall 242A	\$69,122.75
128-S1	Drainage at Retaining Wall 242A	\$16,108.25
129	Polyester Concrete Overlay at Rialto Ave Bridge	\$194,000.45
129-S1	Polyester Concrete Overlay at Rialto Ave Bridge, Add'l Funds	\$63,250.00
130	Slope Paving at 16 th Street	\$17,118.80
131	Settlement of NOPC No. 7 – Settlement Embankment	
132	Settlement of NOPC No. 9 – Importing of K-Rail Compensation Denied	\$24,000.00
133	Settlement of NOPC No. 14 – Rejection of Additional Costs Due to Redesign of RW242B	\$125,000.00
134	Stage 2B Phase 2 Northbound Transition	\$106,387.57
134-S1	Stage 2B Phase 2 Northbound Transition – Additional Funds	\$18,968.36
135	City Work at Baseline Street	\$25,000.00
136	Adjustment of Temporary Construction Entrances	\$106,000.00
136-S1	Adjustment of Temporary Construction Entrances – Additional Funds	\$77,000.00
136-S2	Adjustment of Temporary Construction Entrances – Additional Funds	\$42,000.00
137	Ramp Metering System Loop Detection Changes	\$19,325.87
138	Pillow Wall Removal at Baseline	\$18,180.00
139	Drainage Changes at DS #72, Add DS #151 at SR259, Seg. 2	\$44,353.00
140	Concrete Rubble at RW137 – Settlement of NOPC No. 13	\$31,921.00
141	Temporary Bracing for 3 rd Street OC	\$10,000.00
142	Sound Wall No. 126C Barrier Texture	\$4,492.00
142-S1	Add Te4xture to Concrete Barrier Type 736S at SW126A	\$11,823.00
143	Temporary Concrete Barrier at 2 nd Street	\$68,000.00

144	Settlement of NOPC No. 16 – P30 End Anchors and Transition Slabs	\$65,247.50
145	Sound Wall No. 126C Alignment Change	\$20,000.00
146	Settlement of NOPC No. 10 – Baseline Street	\$137,000.00
147	Removal of Underground Storage Tank at RW109E	\$30,000.00
148	Northbound Transition Stage 3B on ‘P’ Line	\$89,013.99
148-S1	Northbound Transition Stage 3B on ‘P’ Line, Adjustment of Compensation	\$2,192.49
149	BI# 16 Construction Area Signs	(\$33,120.00)
150	Roadside Signs	
151	Temporary Sign Panel Overlay NB BMS 9 th & Baseline	\$13,200.00
152	Removal of Asbestos Pipe – Baseline St to SB215 On Ramp	\$15,000.00
153	Revisions to Bridge Mounted Signs at 9 th & Baseline St	\$228,957.75
154	Revisions to ‘SFR’ and 3 rd Street	\$24,330.00
154-S1	Modify Signalization of ‘SFR’ and 3 rd Street	\$5,291.84
155	Replace ‘REACT’ Crash Cushion with Concrete Barrier at ‘5SE’	
156	Install Chain Link Fence on Sound Wall at 9 th Street	\$9,250.00
157	16 th Street Bent Cap Reinforcement PT Conflict	\$21,066.00
157-S1	16 th Street Bent Cap Steel, Bents 2, 3, 4 & 5	\$30,000.00
158	Drainage Modifications at ‘5SE’ Line	\$99,000.00
158-S1	“5SE” Gore Modification	\$20,000.00
158-S2	‘5SE’ Gore Modification, Add’l Funds	\$30,000.00
159	Modify DS #8(qq) Inlet	\$5,461.40
160	Modify Barrier at Retaining Wall 108E	\$20,000.00
161	Irrigation Crossover at NB Highland Ave Off Ramp	\$24,000.00
162	Eliminate Jacking for 2 nd St UC & 3 rd St UC for Stage 3B	(\$10,000.00)
163	City Water Meter Change and Adjustment of Compensation	(\$145,985.05)
163-S1	Cost Adjustment to 40mm Water Meters	\$7,890.00
163-S2	Delete Two Water Meters and BPA	(\$52,750.00)
164	Modify DS #71(a)	\$2,775.15
165	Modify DS #103	\$13,203.00
166	Settlement of NOPC NO. 17 – Overhead Power Lines	\$63,000.00
167	Settlement of NOPC No. 21 – Pinning of K-Rails	\$30,000.00
168	Inefficiencies Due to OH Power Lines at SB Baseline On Ramp	\$10,000.00
169	Delete Bid Item 183 – Clean and Paint Structural Steel	(\$12,000.00)
170	Export Soil with Rubble to 13 th St & H Street Site	\$45,000.00
170-S1	Export Soil from Old 13th St Ramp Off Site	\$60,000.00
171	Revise 3 rd St Abutment 2 Footing	\$10,118.00
171-S1	Revise 3rd St Abut. 2 Footing, Time Deferment Closure	\$0.00
172	Settlement of NOPC No. 23 – Differing Site Conditions at Redlands Loop	\$15,531.00
173	Additional Soffit Lighting at 2 nd Street Bridge	\$11,519.59
174	Settlement of NOPC No. 22 – Temporary Lighting	\$20,000.00
175	Hubbard State ROW Adjustment	\$10,008.00
175-S1	Concrete Barrier Right of ‘P’ Line	\$75,000.00
175-S2	Time Deferment, 3 days	\$0.00
176	Delete Type 60G Barrier in Seg. 1	(\$7,000.00)
177	Paint Sound Wall Cover Plates After Galvanizing	\$2,672.13
177-S1	Paint Sound Wall Cover Plates After Galvanizing, Time Deferment	\$0.00
178	Railing at ‘P’ Line and ‘R’ Line	\$35,660.00
178-S1	Railing at ‘P’ Line and ‘R’ Line, Add’l Funds	\$3,483.84

179	Strengthen Concrete Barrier Rail on '3NO' Line	\$18,698.00
179-S1	Strengthen Concrete Barrier Rail on '3NO' Line, Time Deferment	\$0.00
180	Drainage Improvements at 3 rd St and '3SE' Line	\$15,000.00
180-S1	Drainage Improvements at 3rd St and '3SE' Line, Add'l Funds	\$10,000.00
181	New Sign Panels on Existing Sign Structures at 5 th St OC	\$15,000.00
182	Additional 60E Median Concrete Barrier	\$11,808.00
182-S1	Additional 60E median Concrete Barrier, Time Deferment	\$0.00
183	Location Change for Sign 'H' Seg. 1	\$0.00
184	Sound Wall 134 Alignment Change	(\$16,635.60)
185	Settlement of NOPC No. 12 Track Monitoring at RW137	\$91,041.00
186	Payment for Barrier Mounted Signs	\$149,903.59
187	Adjust Overhead Sign 'Q' at Baseline	\$45,000.00
188	Block Out Around MBGR Posts per New Standard	\$30,000.00
188-S1	Blockout Around MBGR Posts Per New Standard, Add'l Funds	\$70,000.00
189	SR259 Median Removal and Tie-In	\$45,000.00
189-S1	SR259 Median Removal and Tie-in, Add'l Funds	\$14,333.28
190	Eliminate BI# 110 Grind Existing Concrete Pavement	(\$85,080.00)
191	Seal Joints in Existing Concrete Pavement	\$30,000.00
193	Payment for Fence, Barrier Surface, Sound Wall Mounted Signs	\$34,339.00
193-S1	Payment for Laminated Box Beam Sign 2-20-5 & 6	\$28,469.48
194	Modifications to Existing Electrical Systems due to Contract Work	
195	Add Drainage Inlet Type G-2 at Sta. 133+45	\$15,000.00
195-S1	Add'l Drainage Inlet Type G2 at Sta. 133+45, Time Extension	\$0.00
196	Spandrel, Curb & Gutter N. Side of 9th & J Street	\$15,000.00
197	ADA Requirements for Curb Ramps	\$30,000.00
198	Delete Slope Paving at 16th St Bridge, Abut 7	
199	SR-259 Cross Sections	\$ 5,000.00
200	Adjust Bid Item 49 – Adjust Water Valves to Grade	(\$3,850.11)
201	Adjust Final Pay Items 137 & 216	\$20,506.90
202	Adjust Bid item No. 53 – Remove Concrete Barrier (Type K)	\$267.75
203	Adjust Bid item No. 9 – Temporary Concrete Washout	\$12,812.50
204	Adjust Bid Item No. 50 – Adjust Sewer Manhole	\$3,205.03
205	Adjust Bid Item No. 246 – Concrete Barrier (Type 60E)	\$32,011.20
206	HMA QC/QA Incentive Adjustment	\$135,114.79
207	Increase Bid Item No. 8 – Temporary Gravel Bag Berm	\$34,065.60
208	Adjust Bid Item No. 46 – Remove Base & Surfacing	(\$85,031.34)
	TOTAL	\$15,024,867.03



CONTRACT SUMMARY SHEET

Contract No. C 09196 Amendment No. 1

By and Between

San Bernardino County Transportation Authority and Skanska-Rados, A Joint Venture

Contract Description I-215 Segments 1 and 2 Construction

Board of Director's Meeting Date: 11/5/14
Overview of BOD Action: Approve increase in contingency amount
Is this a Sole-Source procurement? <input type="checkbox"/> Yes <input type="checkbox"/> No

CONTRACT OVERVIEW					
Original Contract Amount	\$	154,273,064.00	Original Contingency Amount	\$	18,381,980.00
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	154,273,064.00	Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	18,381,980.00
Current Amendment Amount	\$	0.00	Contingency Amendment	\$	3,600,000.00
TOTAL CONTRACT VALUE	\$	154,273,064.00	TOTAL CONTINGENCY VALUE	\$	21,981,980.00
TOTAL BUDGET AUTHORITY (<i>contract value + contingency</i>)					\$ 176,255,044.00

Contract Start Date 9/2/09	Current Contract Expiration Date 12/31/13	Revised Contract Expiration Date 3/31/15
Has the contract term been amended? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes - please explain. This is a construction contract so no formal end date in contract. Revised date is current completion.		

FINANCIAL INFORMATION					
<input type="checkbox"/> Budget authority for this contract currently exists in Task No. _____.					
<input checked="" type="checkbox"/> A Budget Amendment is required.					
How are we funding current FY? RIP, CMAQ, and PNRS					
<input checked="" type="checkbox"/> Federal Funds	<input checked="" 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 Overall Funding for the duration of the Contract: Various Federal, State, and Local funds including Measure I					
<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 type="checkbox"/> Disadvantaged Business Enterprise (DBE) Goal _____ %	

Project Manager (Print Name)	Signature	Date
Task Manager (Print Name)	Signature	Date
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
Contract Administrator (Print Name)	Signature	Date
Chief Financial Officer (Print Name)	Signature	Date



CONTRACT SUMMARY SHEET

Contract No. C 06043 Amendment No. 04

By and Between

San Bernardino Associated Governments and Jacobs Project Management Co.

Contract Description Construction Management Services I- 215 5th Street Overcrossing and Segment 1 & 2 Construction

Board of Director's Meeting Date: 11/5/14

Overview of BOD Action: Reduce the total contract by \$5,935,000.00 and reduce the contingency to \$0 for a total contract value of \$25,584,722.00

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW

Original Contract Amount	\$	3,134,214.00	Original Contingency Amount	\$	156,711.00
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	28,939,221	Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	2,580,501.00
Current Amendment Amount	\$	(3,354,499.00)	Contingency Amendment	\$	(2,580,501.00)
TOTAL CONTRACT VALUE	\$	25,584,722.00	TOTAL CONTINGENCY VALUE	\$	0
TOTAL BUDGET AUTHORITY (contract value + contingency)					25,584,722.00

Contract Start Date 07/05/2006	Current Contract Expiration Date 3/30/15	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. 0838.

A Budget Amendment is required.

How are we funding current FY? Regional Improvement Funds

Federal Funds
 State Funds
 Local Funds
 TDA Funds
 Measure I Funds

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

Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate %

Disadvantaged Business Enterprise (DBE) Goal _____ %

Project Manager (Mike Barnum)

Signature

Date

Task Manager (Garry Cohoe)

Signature

Date

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

Signature

Date

Contract Administrator (Print Name)

Signature

Date

Chief Financial Officer (Print Name)

Signature

Date

AMENDMENT NO. 4 TO**CONTRACT NO. C06043****BY AND BETWEEN**

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

AND

JACOBS PROJECT MANAGEMENT CO.

FOR

**CONSTRUCTION MANAGEMENT SERVICES FOR I-215 5TH STREET OVERCROSSING
AND SEGMENTS 1 AND 2 PROJECT**

This AMENDMENT No. 4 to CONTRACT No. C06043 is made by and between Jacobs Project Management Co. (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, July 5, 2006, AUTHORITY engaged the services of Jacobs Civil Inc. under Contract No. C06043 ("Contract") to provide Construction Management Services for the I-215 5th Street Overcrossing;

WHEREAS, Jacobs Civil Inc. assigned the Contract to CONSULTANT and CONSULTANT assumed the terms, conditions, duties, obligations, responsibilities and interests of the Contract under Contract Amendment No. 1, May 6, 2009;

WHEREAS, Amendment No. 1 amended the Contract scope of services to include construction management services for I-215 Segments 1 & 2 and increased the Contract amount, including contingency, to \$31,519,722;

WHEREAS, the parties entered into Amendment No. 2 on January 14, 2014, extending the term of the Contract to September 30, 2014;

WHEREAS, the parties entered into Amendment No. 3 on August 20, 2014, further extending the term of the Contract to March 30, 2015; and

WHEREAS, the parties desire to amend the Contract terms regarding the "Contract Price and Principles" to reduce the Contract amount by \$5,935,000.00 and reduce the contingency amount to \$0.00 making the new total Contract amount \$25,584,722.00.

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

1. Article 3, Contract Price and Principles, Section 3.2 is amended and replaced in its entirety to read as follows:

“The total cost shall not exceed \$25,584,722.00 with a contingency of \$0 for a total contract cost of \$25,584,722.00. Services to be provided under the terms of this Contract are to be provided on an as needed basis and compensated for as set forth in Attachment “B” for the 5th Street Overcrossing work and Attachment “C” for the work on Segments 1 and 2 which are incorporated herein by reference. Utilization of contingency is not permitted unless directed in writing by SANBAG Project Manager. CONSULTANT’s fee for services is included in the total estimated contract cost and shall be based on a fixed percentage rate, as noted in Attachment “B” for the 5th Street Overcrossing and Attachment “C” for the work on Segments 1 and 2. CONSULTANT’s fee will be paid by SANBAG on an earned basis as set forth in Section 6.5.”

- 2. Except as amended by this Amendment No. 4, all other provisions of the Contract shall remain in full force and effect.
- 3. The Contract is incorporated into this Amendment.
- 4. This Amendment No. 4 is effective upon execution by AUTHORITY.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment below.

JACOBS PROJECT MANAGEMENT CO.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Peter Magallones
Vice President

By: _____
L. Dennis Michael
Board President

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
General Counsel

CONCURRENCE:

By: _____
Jeffery Hill
Procurement Manager



CONTRACT SUMMARY SHEET

Contract No. C 06045 Amendment No. 04

By and Between

San Bernardino Associated Governments and David Evans & Associates

Contract Description Interstate 215 Segment 1 & 2 Construction Surveying

Board of Director's Meeting Date: NA - REDA

Overview of BOD Action: Reduce total contract value by \$1,900,000.00 and reduce the contingency value to \$0, for a new total contract total of \$4,794,503.44

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW

Original Contract Amount	\$	1,183,381.00	Original Contingency Amount	\$	118,338.00
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	6,106,556.79	Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	557,946.65
Current Amendment Amount	\$	(1,312,053.35)	Contingency Amendment	\$	(557,946.65)
TOTAL CONTRACT VALUE	\$	4,794,503.44	TOTAL CONTINGENCY VALUE	\$	0
TOTAL BUDGET AUTHORITY (contract value + contingency)					4,794,503.44

Contract Start Date 07/1/2009	Current Contract Expiration Date 3/30/15	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. 0838.

A Budget Amendment is required.

How are we funding current FY? Regional Improvement Program Funds

Federal Funds State Funds Local Funds TDA Funds Measure I Funds

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

Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate %

Disadvantaged Business Enterprise (DBE) Goal _____ %

Mike Barnum

Project Manager (Mike Barnum)

Signature

Date

Task Manager (Garry Cohoe)

Signature

Date

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

Signature

Date

Contract Administrator (Print Name)

Signature

Date

Chief Financial Officer (Print Name)

Signature

Date

AMENDMENT NO. 4 TO

CONTRACT NO. C06045

BY AND BETWEEN

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

AND

DAVID EVANS AND ASSOCIATES, INC.

FOR

CONSTRUCTION SURVEYING SERVICES FOR I-215 5TH STREET OVERCROSSING AND
SEGMENTS 1 AND 2 PROJECT

This AMENDMENT No. 4 to CONTRACT No. C06045 is made by and between David Evans and Associates, Inc. (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. C06045 (“Contract”) dated November 1, 2006, engaged the services of CONSULTANT to provide Construction Surveying Services for the I-215 5th Street Overcrossing Project;

WHEREAS, July 1, 2009, the parties entered into Amendment No. 1 to the Contract, amending the scope of services to also include Construction Surveying Services for Segments 1 and 2 of the I-215 Project, increasing the Contract amount including contingency to \$6,694,503.44, and extending the Contract term to January 15, 2014;

WHEREAS, January 8, 2014, the parties entered into Amendment No. 2 to the Contract, extending the term of the Contract to September 30, 2014;

WHEREAS, September 16, 2014, the parties entered into Amendment No. 3 to the Contract, further extending the term of the Contract to March 30, 2015; and

WHEREAS, the parties desire to amend the Contract terms regarding the “Contract Price and Cost Principles” so that the Contract value may be reduced by \$1,900,000.00 and the contingency value reduced to \$0, for a new Contract total of \$4,794,503.44.

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

1. Article 3 Contract Price and Cost Principles, Section 3.2, is amended and replaced in its entirety with the following:

“The total cost shall not exceed \$4,794,503.44 with a contingency of \$0 for a total contract cost of \$4,794,503.44. Services to be provided under the terms of this contract are to be provided on an as needed basis and compensated for as set forth in Attachment “B” for the 5th Street Overcrossing work

and Attachment "C" for the work on Segments 1 and 2 which are incorporated herein by reference. Utilization of contingency is not permitted unless directed in writing by SANBAG Project Manager. CONSULTANT'S fee for services is included in the total estimated contract cost and shall be based on a fixed percentage rate, as noted in Attachment "B" for the 5th Street Overcrossing and Attachment "C" for the work on Segments 1 and 2. CONSULTANT'S fee will be paid by SANBAG on an earned basis as set forth in Section 6.5."

- 2. Except as amended by this Amendment No. 4, all other provisions of the Contract shall remain in full force and effect.
- 3. The Contract is incorporated into this Amendment No. 4.
- 4. This Amendment No. 4 is effective upon execution by Authority.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment below.

DAVID EVANS AND ASSOCIATES, INC.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Maria Marzoeki
Vice President

By: _____
L. Dennis Michael
Board President

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
General Counsel

CONCURRENCE:

By: _____
Jeffery Hill
Procurement Manager



CONTRACT SUMMARY SHEET

Contract No. C 09100 Amendment No. 04

By and Between

San Bernardino Associated Governments and AECOM

Contract Description Construction Support Interstate 215 Segment 1 & 2 Construction

Board of Director's Meeting Date: 11/5/14

Overview of BOD Action: Reduce contract value by \$300,000.00 and reduce the contingency value to \$0 for a new total contract value of \$1,900,000.00

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW

Original Contract Amount	\$	400,000.00	Original Contingency Amount	\$	0
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	2,050,000.00	Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	150,000.00
Current Amendment Amount	\$	(150,000.00)	Contingency Amendment	\$	(150,000.00)
TOTAL CONTRACT VALUE	\$	1,900,000.00	TOTAL CONTINGENCY VALUE	\$	0
TOTAL BUDGET AUTHORITY (contract value + contingency)					1,900,000.00

Contract Start Date 12/03/2008	Current Contract Expiration Date 3/30/2015	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. 0838.

A Budget Amendment is required.

How are we funding current FY? Regional Improvement Program Funds

Federal Funds State Funds Local Funds TDA Funds Measure I Funds

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

Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate %

Disadvantaged Business Enterprise (DBE) Goal _____ %

Mike Barnum

Project Manager (Mike Barnum)

Signature

Date

Task Manager (Garry Cohoe)

Signature

Date

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

Signature

Date

Contract Administrator (Print Name)

Signature

Date

Chief Financial Officer (Print Name)

Signature

Date

**AMENDMENT NO. 4 TO
CONTRACT NO. C09100
BY AND BETWEEN
SAN BERNARDINO ASSOCIATED GOVERNMENTS, acting in its capacity as the SAN
BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AND
AECOM TECHNICAL SERVICES, INC.
FOR
CONSTRUCTION SUPPORT SERVICES FOR I-215 SEGMENTS 1 AND 2 PROJECT**

This AMENDMENT No. 4 to CONTRACT No. C09100 is made by and between AECOM Technical Services, Inc. (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. C09100 (“Contract”) dated December 3, 2008, engaged the services of DMJM+Harris, Inc. to provide Construction Support Services for the I-215 Segment 1 & 2 Project;

WHEREAS, September 1, 2010, AUTHORITY, DMJM+Harris, Inc. and CONSULTANT entered into Amendment No. 1 to the Contract, under which DMJM+Harris, Inc. assigned the Contract to CONSULTANT, CONSULTANT assumed the Contract, and AUTHORITY consented to the assignment and assumption;

WHEREAS, Amendment No. 1 also amended the Contract Scope of Services, and increased the Contract amount including contingency to \$2,200,000;

WHEREAS, the parties entered into Amendment No. 2 to the Contract December 3, 2013, extending the Contract term to September 30, 2014;

WHEREAS, the parties entered into Amendment No. 3 to the Contract August 20, 2014, further extending the Contract term to March 30, 2015; and

WHEREAS, the parties desire to amend the Contract terms regarding the “Contract Price and Cost Principles” so that the Contract value will be reduced by \$300,000.00 and the contingency value reduced to \$0, for a new Contract total of \$1,900,000.00.

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

1. Under Article 3, Contract Price and Cost Principles, Section 3.2 is amended and restated as follows:

“The total cost for Services to the project shall not exceed \$1,900,000.00. This amount does not include a contingency. Services to be provided under terms of this Contract are to be provided on an as needed basis and compensated for as set forth in Attachment “B” which is incorporated herein by reference. Utilization of the contingency is not permitted unless directed in writing by AUTHORITY

Project Manager. CONSULTANT’s fee for services is included in the total estimated Contract cost and shall be a fixed percentage fee, as agreed upon, and noted in Attachment “B”.”

- 2. Except as amended by this Amendment No. 4, all other provisions of the Contract shall remain in full force and effect.
- 3. The Contract is incorporated into this Amendment No. 4.
- 4. This Amendment No. 4 is effective upon execution by Authority.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment below.

AECOM TECHNICAL SERVICES, INC.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Matt Ulukaya
Vice President

By: _____
L. Dennis Michael
Board President

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
General Counsel

CONCURRENCE:

By: _____
Jeffery Hill
Procurement Manager

Attachment: C09100-04 - AECOM Amendment No. 4 I-215 Segment 1 and 2 [Revision 1] (1271 : I-215 Corridor Contingency Increase/A&E

SUPPLEMENTAL WORK

ITEM NO.	CALTRANS CODED ITEM NUMBER	ITEM	UNIT OF MEASURE	QTY	ITEM PRICE	ORIGINAL ITEM TOTAL	Actual Cost Totals	
1	066015	FEDERAL TRAINEE PROGRAM	LS	1	\$ 53,600.00	\$ 53,600		
2	066022	RIGHT OF WAY DELAY	LS	1	\$ 200,000.00	\$ 200,000	\$766,536.27	
3	066039	MIGRATORY BIRD PROTECTION	LS	1	\$ 30,000.00	\$ 30,000		
4	066050A	JUST IN TIME TRAINING	LS	1	\$ 6,000.00	\$ 6,000	\$6,000.00	
5	066051A	HANDLING AND DISPOSING OF ELECTRICAL MATERIAL CONTAINING POLYCHLORINATED BIPHENYL (PCB)	LS	1	\$ 5,000.00	\$ 5,000		
6	066052A	UTILITY EXCAVATION AND BACKFILL BELOW BOTTOM OF BEDDING	LS	1	\$ 75,000.00	\$ 75,000	\$60,000.00	
7	066060	ADDITIONAL TRAFFIC CONTROL	LS	1	\$ 140,000.00	\$ 140,000	\$1,030,000.00	
8	066070	MAINTAIN TRAFFIC	LS	1	\$ 200,000.00	\$ 200,000	\$840,233.26	
9	066090A	REMOVE MAN MADE OBJECTS	LS	1	\$ 100,000.00	\$ 100,000	\$510,921.00	
10	066094	VALUE ANALYSIS	LS	1	\$ 10,000.00	\$ 10,000		
11	066110A	MAINTAIN TEMPORARY CRASH CUSHIONS	LS	1	\$ 30,000.00	\$ 30,000		
12	066210	MINOR LANDSCAPE MODIFICATION	LS	1	\$ 12,000.00	\$ 12,000		
13	066225	ADDITIONAL EROSION CONTROL	LS	1	\$ 130,000.00	\$ 130,000		
14	066595	WATER POLLUTION CONTROL MAINTENANCE SHARING	LS	1	\$ 175,000.00	\$ 175,000	\$1,695,000.00	
15	066596	ADDITIONAL WATER POLLUTION CONTROL	LS	1	\$ 200,000.00	\$ 200,000	\$1,348,561.27	
16	066597	STORM WATER SAMPLING AND ANALYSIS	LS	1	\$ 50,000.00	\$ 50,000		
17	066610	PARTNERING	LS	1	\$ 90,000.00	\$ 90,000	\$50,000.00	
18	066666	COMPENSATION ADJUSTMENT FOR PRICE INDEX FLUCTUATIONS OF PAVING ASPHALT	LS	1	\$ 230,000.00	\$ 230,000	\$1,025,114.79	
19	066860	MAINTAIN EXISTING ELECTRICAL SYSTEM	LS	1	\$ 100,000.00	\$ 100,000	\$439,000.00	
20	066866	OPERATION OF EXSTING TRAFFIC MANAGEMENT SYSTEM ELEMENTS DURING CONSTRUCTION	LS	1	\$ 50,000.00	\$ 50,000		
21	066920	DISPUTES REVIEW BOARD	LS	1	\$ 37,500.00	\$ 37,500	\$36,101.28	
SUPPLEMENTAL WORK TOTAL						\$ 2,000,000	\$ 7,807,468	\$ 5,098,676.06

STATE FURNISHED ITEMS							
ITEM NO.	CALTRANS CODED ITEM NUMBER	ITEM	UNIT OF MEASURE	QTY	ITEM PRICE	ORIGINAL ITEM TOTAL	
1	066578A	CHANGEABLE MESSAGE SIGN	LS	1	\$ 50,000.00	\$ 50,000	
2	066105	RESIDENT ENGINEERS OFFICE	LS	1	\$ 516,474.00	\$ 516,474	
3	066803	PADLOCKS	EA	22	\$ 100.00	\$ 2,200	
4	066073	MARKER PANELS	LS	1	\$ 2,000.00	\$ 2,000	
5	066838	REFLECTIVE NUMBERS	LS	1	\$ 2,000.00	\$ 2,000	
6	066847A	MODEL 170E CONTROLLER ASSEMBLY	EA	11	\$ 5,000.00	\$ 55,000	
7	066848A	MODEL 2070L CONTROLLER ASSEMBLY	EA	10	\$ 5,000.00	\$ 50,000	
8	066871	ELECTRICAL SERVICE CONNECTIONS	LS	1	\$ 200,000.00	\$ 200,000	
9	066260A	TRAFFIC MANAGEMENT CONTINGENCY PLAN	LS	1	\$ 50,000.00	\$ 50,000	
10	066125A	EXTERNAL BATTERY BACKUP SYSTEM FOR TRAFFIC SIGNAL	EA	9	\$ 3,000.00	\$ 27,000	
STATE-FURNISHED ITEMS TOTAL						\$ 954,674	

BOARD OF DIRECTORS METRO VALLEY STUDY SESSION ATTENDANCE RECORD – 2014

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Gary Ovitt Board of Supervisors		X	X	X		X		X	X			
James Ramos Board of Supervisors		X	X			X		X	X			
Janice Rutherford Board of Supervisors		X		X	X	X		X				
Josie Gonzales Board of Supervisors				X		X		X	X			
Robert Lovingood Board of Supervisors												
Cari Thomas City of Adelanto												
Curt Emick Town of Apple Valley												
Julie McIntyre City of Barstow												
Bill Jahn City of Big Bear Lake		X	X	X	X			X	X			
Dennis Yates City of Chino		X	X	X		X		X	X			
Ed Graham City of Chino Hills		X	X	X	X			X	X			
Frank Navarro City of Colton		X	X	X	X	X		X	X			
Michael Tahan City of Fontana		X	X	X	X	X		X	X			
Walt Stanckiewitz City of Grand Terrace		X	X	X	X	X		X	X			
Mike Leonard City of Hesperia				X								
Larry McCallon City of Highland		X	X	X	X			X				
Rhodes ‘Dusty’ Rigsby City of Loma Linda			X		X			X	X			

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

BOARD OF DIRECTORS METRO VALLEY STUDY SESSION ATTENDANCE RECORD – 2014

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

Communication: Attendance (Additional Information)

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

San Bernardino Associated Governments (SANBAG) is a council of governments formed in 1973 by joint powers agreement of the cities and the County of San Bernardino. SANBAG is governed by a Board of Directors consisting of a mayor or designated council member from each of the twenty-four cities in San Bernardino County and the five members of the San Bernardino County Board of Supervisors.

In addition to SANBAG, the composition of the SANBAG Board of Directors also serves as the governing board for several separate legal entities listed below:

***The San Bernardino County Transportation Commission**, which is responsible for short and long range transportation planning within San Bernardino County, including coordination and approval of all public mass transit service, approval of all capital development projects for public transit and highway projects, and determination of staging and scheduling of construction relative to all transportation improvement projects in the Transportation Improvement Program.*

***The San Bernardino County Transportation Authority**, which is responsible for administration of the voter-approved half-cent transportation transactions and use tax levied in the County of San Bernardino.*

***The Service Authority for Freeway Emergencies**, which is responsible for the administration and operation of a motorist aid system of call boxes on State freeways and highways within San Bernardino County.*

***The Congestion Management Agency**, which analyzes the performance level of the regional transportation system in a manner which ensures consideration of the impacts from new development and promotes air quality through implementation of strategies in the adopted air quality plans.*

*As a **Subregional Planning Agency**, SANBAG represents the San Bernardino County subregion and assists the Southern California Association of Governments in carrying out its functions as the metropolitan planning organization. SANBAG performs studies and develops consensus relative to regional growth forecasts, regional transportation plans, and mobile source components of the air quality plans.*

Items which appear on the monthly Board of Directors agenda are subjects of one or more of the listed legal authorities. For ease of understanding and timeliness, the agenda items for all of these entities are consolidated on one agenda. Documents contained in the agenda package are clearly marked with the appropriate legal entity.

Meeting Procedures and Rules of Conduct

Meeting Procedures

The Ralph M. Brown Act is the state law which guarantees the public's right to attend and participate in meetings of local legislative bodies. These rules have been adopted by the Board of Directors in accordance with the Brown Act, Government Code 54950 et seq., and shall apply at all meetings of the Board of Directors and Policy Committees.

Accessibility

The SANBAG meeting facility is accessible to persons with disabilities. If assistive listening devices or other auxiliary aids or services are needed in order to participate in the public meeting, requests should be made through the Clerk of the Board at least three (3) business days prior to the Board meeting. The Clerk's telephone number is (909) 884-8276 and office is located at 1170 W. 3rd Street, 2nd Floor, San Bernardino, CA.

Agendas – All agendas are posted at 1170 W. 3rd Street, 2nd 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. 3rd Street, 2nd Floor, San Bernardino and our website: www.sanbag.ca.gov.

Agenda Actions – Items listed on both the “Consent Calendar” and “Items for Discussion” contain suggested actions. The Board of Directors will generally consider items in the order listed on the agenda. However, items may be considered in any order. New agenda items can be added and action taken by two-thirds vote of the Board of Directors.

Closed Session Agenda Items – Consideration of closed session items *excludes* members of the public. These items include issues related to personnel, pending litigation, labor negotiations and real estate negotiations. Prior to each closed session, the Chair will announce the subject matter of the closed session. If action is taken in closed session, the Chair may report the action to the public at the conclusion of the closed session.

Public Testimony on an Item – Members of the public are afforded an opportunity to speak on any listed item. Individuals wishing to address the Board of Directors or Policy Committee Members should complete a “Request to Speak” form, provided at the rear of the meeting room, and present it to the Clerk prior to the Board's consideration of the item. A "Request to Speak" form must be completed for *each* item an individual wishes to speak on. When recognized by the Chair, speakers should be prepared to step forward and announce their name and address for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The Chair or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations.

The Consent Calendar is considered a single item, thus the three (3) minute rule applies. Consent Calendar items can be pulled at Board member request and will be brought up individually at the specified time in the agenda allowing further public comment on those items.

Agenda Times – The Board is concerned that discussion take place in a timely and efficient manner. Agendas may be prepared with estimated times for categorical areas and certain topics to be discussed. These times may vary according to the length of presentation and amount of resulting discussion on agenda items.

Public Comment – At the end of the agenda, an opportunity is also provided for members of the public to speak on any subject within the Board's authority. *Matters raised under “Public Comment” may not be acted upon at that meeting. “Public Testimony on any Item” still apply.*

Disruptive Conduct – If any meeting of the Board is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible, the Chair may recess the meeting or order the person, group or groups of person willfully disrupting the meeting to leave the meeting or to be removed from the meeting. Disruptive conduct includes addressing the Board without first being recognized, not addressing the subject before the Board, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, or otherwise preventing the Board from conducting its meeting in an orderly manner. *Please be aware that a NO SMOKING policy has been established for meetings. Your cooperation is appreciated!*

SANBAG General Practices for Conducting Meetings of Board of Directors and Policy Committees

Attendance - The Chair of the Board or a Policy Committee (Chair) has the option of taking attendance by Roll Call or Self-Introductions. If attendance is taken by Roll Call, the Clerk of the Board will call out by jurisdiction or supervisorial district. The Member or Alternate will respond by stating his/her name. If attendance is by Self-Introduction, the Member or Alternate will state his/her name and jurisdiction or supervisorial district.

- A Member/Alternate, who arrives after attendance is taken, shall announce his/her name prior to voting on any item.
- A Member/Alternate, who wishes to leave the meeting after attendance is taken but before remaining items are voted on, shall announce his/her name and that he/she is leaving the meeting.

Basic Agenda Item Discussion.

- The Chair announces the agenda item number and states the subject.
- The Chair calls upon the appropriate staff member or Board Member to report on the item.
- The Chair asks members of the Board/Committee if they have any questions or comments on the item. General discussion ensues.
- The Chair calls for public comment based on “Request to Speak” forms which may be submitted.
- Following public comment, the Chair announces that public comment is closed and asks if there is any further discussion by members of the Board/Committee.
- The Chair calls for a motion from members of the Board/Committee.
- Upon a motion, the Chair announces the name of the member who makes the motion. Motions require a second by a member of the Board/Committee. Upon a second, the Chair announces the name of the Member who made the second, and the vote is taken.
- The “aye” votes in favor of the motion shall be made collectively. Any Member who wishes to oppose or abstain from voting on the motion, shall individually and orally state the Member’s “nay” vote or abstention. Members present who do not individually and orally state their “nay” vote or abstention shall be deemed, and reported to the public, to have voted “aye” on the motion.

The Vote as specified in the SANBAG Bylaws - Each Member of the Board of Directors shall have one vote. In the absence of the official representative, the alternate shall be entitled to vote. (Board of Directors only.) Voting may be either by voice or roll call vote. A roll call vote shall be conducted upon the demand of five official representatives present, or at the discretion of the presiding officer.

Amendment or Substitute Motion - Occasionally a Board Member offers a substitute motion before the vote on a previous motion. In instances where there is a motion and a second, the maker of the original motion is asked if he/she would like to amend the motion to include the substitution or withdraw the motion on the floor. If the maker of the original motion does not want to amend or withdraw, the substitute motion is not addressed until after a vote on the first motion. Occasionally, a motion dies for lack of a second.

Call for the Question - At times, a Member of the Board/Committee may “Call for the Question.”

- Upon a “Call for the Question,” the Chair may order that the debate stop or may allow for limited further comment to provide clarity on the proceedings.
- Alternatively and at the Chair’s discretion, the Chair may call for a vote of the Board/Committee to determine whether or not debate is stopped.
- The Chair re-states the motion before the Board/Committee and calls for the vote on the item.

The Chair - At all times, meetings are conducted in accordance with the Chair’s direction. These general practices provide guidelines for orderly conduct. From time-to-time circumstances require deviation from general practice. Deviation from general practice is at the discretion of the Chair.

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

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

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

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

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