

AGENDA

Board of Directors Metro Valley Study Session

November 10, 2016

*****Start Time: 9:00 AM*****

Location

SANBAG

First Floor Lobby

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

Board of Directors

Valley Representatives

Study Session Chair

Frank Navarro, Council Member
City of Colton

Study Session Vice-Chair

Janice Rutherford, Supervisor
Second District

Dennis Yates, Mayor
City of Chino

Ed Graham, Council Member
City of Chino Hills

Michael Tahan, Council Member
City of Fontana

Darcy McNaboe, Mayor
City of Grand Terrace

Larry McCallon, Mayor
City of Highland

Rhodes "Dusty" Rigsby, Mayor
City of Loma Linda

Paul M. Eaton, Mayor
City of Montclair

Alan Wapner, Council Member
City of Ontario

L. Dennis Michael, Mayor
City of Rancho Cucamonga

Jon Harrison, Mayor Pro Tem
City of Redlands

Deborah Robertson, Mayor
City of Rialto

R. Carey Davis, Mayor
City of San Bernardino

Ray Musser, Mayor
City of Upland

Dick Riddell, Council Member
City of Yucaipa

Mountain/Desert Representatives

Rich Kerr, Mayor
City of Adelanto

Curt Emick, Council Member
Town of Apple Valley

Julie McIntyre, Mayor
City of Barstow

Ryan McEachron, Council Member
City of Victorville

Bill Jahn, Mayor Pro Tem
City of Big Bear Lake

Eric Schmidt, Council Member
City of Hesperia

Edward Paget, Mayor
City of Needles

Joel Klink, Council Member
City of Twentynine Palms

George Huntington, Council Member
Town of Yucca Valley

County Board of Supervisors

Robert Lovingood, First District

James Ramos, Third District

Josie Gonzales, Fifth District

Curt Hagman, Fourth District

Ex-Officio Member – John Bulinski, 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

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To obtain additional information on any items, please contact the staff person listed under each item. You are encouraged to obtain any clarifying information prior to the meeting to allow the Board to move expeditiously in its deliberations. Additional "*Meeting Procedures*" and agenda explanations are attached to the end of this agenda.

CALL TO ORDER

(Meeting Chaired by Frank Navarro)

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

Possible Conflict of Interest Issues

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

1. Information Relative to Possible Conflict of Interest

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

This item is prepared for review by 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 Members.

Consent - Project Delivery

- 2. Construction Contract Change Orders to on-going SANBAG construction contracts with Riverside Construction Company, Inc. and Flatiron West, Inc.** Pg. 14

Receive and file change order report.

Presenter: Garry Cohoe

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

DISCUSSION ITEMS

Discussion - Administrative Matters

- 3. 2017 Board of Directors Metro Valley Study Session Meeting Schedule** Pg. 32

Approve the 2017 Board of Directors Metro Valley Study Session meeting schedule.

Presenter: Garry Cohoe

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

Discussion - Project Delivery

- 4. Major Projects Status Report through September 2016** Pg. 46

Receive the Major Projects Status Report for the period through September 2016.

Presenter: Garry Cohoe

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

- 5. Interstate 10 Corridor Contract 1** Pg. 48

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 Cooperative Agreement No. 17-1001590 with Caltrans for the Preliminary Engineering (PE) phase activities for the Interstate 10 (I-10) Corridor Contract 1 Project which designates the San Bernardino County Transportation Authority (SBCTA) as the implementing and funding agency for the project and includes Caltrans Reimbursed Work in an amount not-to exceed \$400,000.

B. Approve award of Contract No. 16-1001530 with HNTB, Inc. for Project and Construction Management (PCM) services for the I-10 Contract 1 Project in an amount not-to-exceed \$40,000,000.

C. Authorize the Executive Director or designee to execute Contract No. 16-1001530 subject to federal authorization for use of federal funding and after receipt of the Caltrans Conformance Letter and correction of any deficiencies noted therein, as required by the Caltrans Local Assistance Procedures Manual.

D. Approve a contingency amount for Contract No. 16-1001530 of \$5,000,000 and authorize the Executive Director or designee to release contingency as necessary for the project.

E. Approve purchase order to HNTB for an amount not-to-exceed \$3,000,000 to complete early PCM services prior to execution of Contract No. 16-1001530.

F. Approve Amendment No. 3 to Contract C08008 with Parsons Transportation Group (PTG) for I-10 Project Development Activities in the amount of \$809,617.38 for a new not to exceed contract amount of \$28,350,940.76.

G. Approve additional contingency for Contract C08008 in the amount of \$155,000 and authorize the Executive Director or designee to release retention as required for the completion of the project.

Presenter: Chad Costello

This item is not scheduled for review by any other policy committee or technical advisory committee. AUTHORITY General Counsel and Procurement Manager have reviewed this item and draft Caltrans agreement.

6. Interstate 10 Corridor Contract 1: Design-Build Procurement Process

Pg. 122

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

A. Authorize the Executive Director or designee to release Request for Qualifications (RFQ) No. 17-1001599 for the procurement of the design and construction (DB Work) of the Interstate 10 (I-10) Corridor Contract 1 Project (Project) through a design-build (DB) contract;

B. Authorize the Executive Director or designee to evaluate initial proposals (Statements of Qualifications or SOQs) and shortlist no more than five proposers (Shortlisted DB Proposers) in accordance with and based on the criteria identified in the RFQ and any addenda;

C. Authorize the Executive Director or designee to release a Request for Proposals (RFP) and future addenda to the Shortlisted DB Proposers for the DB Work for the Project through a DB contract;

D. Authorize the Executive Director or designee to determine the top-ranked proposer for the DB Work, based on the best value evaluation criteria identified in the RFP and any addenda, to conduct subsequent negotiations with the top-ranked proposer, and, in the discretion of the Executive Director, proceed with negotiations with the next-ranked proposer if negotiations are unsuccessful with the top-ranked proposer as determined by the Executive Director in his sole discretion; to authorize the issuance of a request for revised proposals (also known as a request for best and final offers) and future addenda if in the interest of the San Bernardino County Transportation Authority (SBCTA) and the Project;

E. Authorize payment to each of the Shortlisted DB Proposers to whom the contract is not awarded a stipend of \$500,000 for a total amount not to exceed \$2,500,000 for all responsive Shortlisted DB Proposers, after Board award of the DB contract or cancellation of the procurement after submittal of proposals in response to the RFP;

F. Waive the Vendor Protest requirements of Policy 11007 for the DB Work, approve the protest procedures in the DB RFQ, and authorize the Executive Director or designee to draft appropriate protest procedures for the DB RFP as deemed appropriate and in the best interests of SBCTA, and in accordance with applicable state and federal law;

G. Approve and authorize the use of I-10 Corridor Contract 1 Conflict of Interest Policy for the DB procurement for the Project.

Presenter: John Meier

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, the draft RFQ, and the Conflict of Interest Policy.

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

A. Make a finding by a two-thirds vote that the procurement of the technological equipment for the Interstate 10 (I-10) Corridor Contract 1 Project (Project), as further described herein, qualifies for use of the Board's procurement authority under Public Utilities Code (PUC) § 130238 (Specialized Equipment Law) through competitive negotiation;

B. Authorize the Executive Director or designee to release Request for Qualifications (RFQ) No. 17-1001617 and future addenda to design, implement, install, operate and maintain the toll collection system for the Project (Toll Services) through a toll services contract using the Board's procurement authority under the Specialized Equipment Law and consistent with the Board's Contracting and Procurement Policy, as amended hereby for this Toll Services procurement. The mandatory requirement to interview proposers will not apply to this Toll Services Procurement;

C. Authorize the Executive Director or designee to evaluate initial proposals (Statements of Qualifications or SOQs) and shortlist no more than five proposers (Shortlisted Toll Services Proposers) in accordance with and based on the criteria identified in the RFQ and any addenda, which will establish the competitive range for purposes of the Request for Proposals (RFP) process;

D. Authorize the Executive Director or designee to issue an RFP and future addenda to the Shortlisted Toll Services Proposers for Toll Services for the Project through a toll services contract;

E. Authorize the Executive Director or designee to engage in a competitive negotiation process with the Shortlisted Toll Services Proposers, including participating in one-on-one meetings, responding to proposer questions and issuing addenda prior to and after issuance of a final RFP;

F. Authorize the Executive Director or designee to select the top-ranked proposer for Toll Services based on the best value evaluation criteria identified in the RFP and any addenda; to conduct subsequent negotiations with the top-ranked proposer; to proceed with negotiations with the next-ranked proposer if negotiations are unsuccessful with the top-ranked proposer as determined by the Executive Director in his sole discretion; to authorize the issuance of a request for revised proposals (also known as a request for best and final offers) and future addenda if in the interest of the San Bernardino County Transportation Authority (SBCTA) and the Project, and if only one proposal is received, to make a finding that every effort was made to generate the maximum feasible number of proposals from qualified sources before proceeding to negotiate with the sole proposer;

G. Authorize the Executive Director or designee to act on behalf of the Board for all purposes under PUC § 130238, except that the award of any Toll Services contract for the Project shall be made by the Board;

H. Waive the Vendor Protest requirements of Policy 11007 for the Toll Services procurement, approve the protest procedures in the Toll Services RFQ, and authorize the Executive Director or designee to draft appropriate protest procedures for the Toll Services RFP as deemed appropriate and in the best interests of SBCTA, and in accordance with PUC § 130238 and all other applicable state and federal law;

I. Delegate to the Executive Director or designee the Board's authority to hear and decide procurement protests under PUC § 130238;

J. Approve and authorize the use of the I-10 Corridor Contract 1 Project Conflict of Interest Policy for the Toll Service procurement for the Project.

Presenter: John Meier

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, the draft RFQ and the Conflict of Interest Policy.

8. Interstate 215 Barton Road Construction Agreement

Pg. 278

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

Approve Cooperative Agreement No. 15-1001294 with California Department of Transportation (Caltrans) for Advertisement, Award, and Administration of the construction contract for the Interstate 215 (I-215) Barton Road Interchange Project for an amount not to exceed \$59,757,840 consisting of \$10,632,000 in Surface Transportation Program funds, \$1,710,000 in Repurposed Interstate Maintenance Discretionary funds, and \$47,415,840 in Measure I Valley Freeway Funds.

Presenter: Paula Beauchamp

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

Discussion - Regional/Subregional Planning

9. Valley Freeway Interchange Phasing Program

Pg. 303

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. Update Policy 40005 to incorporate the Valley Interchange Phasing Program.

B. Authorize the inclusion of up to \$35,000,000 in the Ten-Year Delivery Plan for implementation of the Valley Interchange Phasing Program.

Presenter: Timothy Byrne

The information in this item has been shared with the Transportation Technical Advisory Committee and the Ad-Hoc City-County Manager Technical Advisory Committee on several occasions.

Discussion - Transportation Programming and Fund Administration

10. 2017 Update to the Ten-Year Delivery Plan

Pg. 319

Receive report and provide comments on the planned update to the Ten Year Delivery Plan for the Valley Freeway Interchange Program

Presenter: Andrea Zureick

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

Comments from Board Members

Brief Comments from Board Members

Public Comment

Brief Comments by the General Public

ADJOURNMENT

Additional Information

Attendance

Pg. 322

SANBAG Entities

Pg. 324

Acronym List

Pg. 325

Mission Statement

**The next Board of Directors Metro Valley Study Session will be
December 15, 2016**

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, 1st 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 “Discussion” contain recommended actions. The Board of Directors will generally consider items in the order listed on the agenda. However, items may be considered in any order. New agenda items can be added and action taken by two-thirds vote of the Board of Directors or unanimous vote of members present as provided in the Ralph M. Brown Act Government Code Sec. 54954.2(b).

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

Public Testimony on an Item – Members of the public are afforded an opportunity to speak on any listed item. Individuals wishing to address the Board of Directors or Policy Committee Members should complete a “Request to Speak” form, provided at the rear of the meeting room, and present it to the Clerk prior to the Board's consideration of the item. A "Request to Speak" form must be completed for each item an individual wishes to speak on. When recognized by the Chair, speakers should be prepared to step forward and announce their name and address for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The Chair or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations. Members of the public requesting information be distributed to the Board of Directors must provide 40 copies of such information in advance of the meeting, except for noticed public hearings. Information provided as public testimony is not read into the record by the Clerk.

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

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

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

Disruptive or Prohibited Conduct – If any meeting of the Board is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible, the Chair may recess the meeting or order the person, group or groups of person willfully disrupting the meeting to leave the meeting or to be removed from the meeting. Disruptive or prohibited conduct includes without limitation addressing the Board without first being recognized, not addressing the subject before the Board, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, bringing into the meeting any type of object that could be used as a weapon, including without limitation sticks affixed to signs, or otherwise preventing the Board from conducting its meeting in an orderly manner. Your cooperation is appreciated!

**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 or she would like to amend his or her motion to include the substitution or withdraw the motion on the floor. If the maker of the original motion does not want to amend or withdraw, the substitute motion is voted upon first, and if it fails, then the original motion is considered.
- Occasionally, a motion dies for lack of a second.

Call for the Question.

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

The Chair.

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

Courtesy and Decorum.

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

*Adopted By SANBAG Board of Directors January 2008
Revised March 2014
Revised May 4, 2016*

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

Minute Action

AGENDA ITEM: 1

Date: November 10, 2016

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:

Consent/Discussion Calendar Items

Item No.	Contract No.	Principals & Agents	Subcontractors
2-A	C13121	Riverside Construction Company, Inc. <i>Donald M. Pim</i>	Caliagua Chrisp Company C.P. Construction Crown Fence Griffith Company Golden State Highlight Electric Integrity Rebar Placers The J.V. Land Clearing Company, Inc. Malcom Drilling Company Match Corporation Old Castle Precast Pacific Waterproofing Reycon Construction
2-B	C14162	Flatiron West, Inc. <i>Christian M. Peich</i>	Advanced Concrete Sawing & Sealing All American Asphalt Coral Construction D.C. Hubbs Construction Elecnor Belco Electric, Co.

Entity: CMA, COG, CTA, CTC, SAFE

Board of Directors Metro Valley Study Session Agenda Item

November 10, 2016

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			Griffith Company Integrity Rebar Placers L. Johnson Construction, Inc. Malcolm Drilling Old Castle Precast, Inc. Payco Specialties, Inc. Southwest V-Ditch, Inc.
5	16-1001530	HNTB, Inc. <i>Kevin A. Haboian</i>	Arellano Associates, LLC Applied Research Associates, Inc. Environmental Science Associates GCAP Services, Inc. HDR Engineering, Inc. Leighton Consulting, Inc. Overland Pacific Cutler, Inc. Psomas SafeProbe, Inc. Safework, Inc. Utility Specialists California, Inc. Wilson Sparling & Associates, Inc.
5	C08008	Parsons Transportation Group <i>Dave Spiers</i>	Applied Earthworks David Evans & Associates Earth Mechanics Lee Andrews Group Paragon Partners, Ltd.

Financial Impact:

This item has no direct impact on the SANBAG budget.

Reviewed By:

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

Responsible Staff:

Garry Cohoe, Director of Project Delivery

Approved
 Board of Directors Metro Valley Study Session
 Date: November 10, 2016

Witnessed By:

Minute Action

AGENDA ITEM: 2

Date: *November 10, 2016*

Subject:

Construction Contract Change Orders to on-going SANBAG construction contracts with Riverside Construction Company, Inc. and Flatiron West, Inc.

Recommendation:

Receive and file change order report.

Background:

Of SANBAG's nine on-going construction contracts in the Metro Valley, two 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) C13121 with Riverside Construction Company, Inc. for construction of the Laurel Street Grade Separation project: CCO No. 68 (\$5,671.80 increase for installation of a City dedication plaque plus an extension of 16 non-compensable working days as a result of this work).

B. CN C14162 with Flatiron West, Inc. for construction of the I-15 Base Line Avenue Interchange project: CCO No. 21 Supplement 1 (no cost/no credit change to grant contractor 20 non-compensable working days for delays incurred while the engineer determined how to avoid conflicts with an existing 12 inch asbestos concrete water line while relocating a 36 inch waterline), CCO No. 50 (\$2,500.00 decrease for the elimination of Post Construction Video Inspection on relocated section of 36 inch waterline as agreed upon by City and Inland Empire Utilities Agency), CCO No. 51 (\$5,790.48 increase to compensate contractor for removal and reconstruction of a portion of concrete curbing necessary to address grade differentials between curb and pavement grades), CCO No. 52 (\$24,069.55 increase to compensate contractor for increases in various bid items necessary to complete the work) and CCO No. 54 (\$20,000.00 increase to compensate contractor for using Methacrylate to seal a new bridge deck showing signs of minor cracking one month after grinding and grooving of deck by contractor).

Financial Impact:

This item imposes no financial impact, as all CCOs are within previously approved contingency amounts under Task No's 0884 and 0892.

Reviewed By:

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

Responsible Staff:

Garry Cohoe, Director of Project Delivery

Entity: CTA, CTC

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Approved
Board of Directors Metro Valley Study Session
Date: November 10, 2016
Witnessed By:

Board of Directors Metro Valley Study Session
Construction Change Orders Log

I-10 Cherry Interchange – Executed Change Orders		
Number	Description	Amount
1	Additional Traffic Control System	\$ 35,000.00
1 S-1	Additional Funds	\$ 12,000.00
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
6 S-1	Additional Funds	\$ 10,000.00
7	Partnering	\$ 20,000.00
8	Compliance with Right-of-Way Obligations	\$ 60,000.00
8 S-1	Compliance with Right-of-Way Obligations – Supplement 1	\$ 60,000.00
8 S-2	Compliance with Right-of-Way Obligations – Supplement 2	\$ 100,000.00
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 – Supplement 1	\$ 20,000.00
10 S-1	Maintain Existing Electrical System – Supplement 2	\$ 38,000.00
11	Spillway Drainage Connection to DS-1	\$ 25,000.00
11 S-1	Spillway Drainage Connection to DS-1 – Supplement 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 Right-of-Way Obstruction (Leach Tank)	\$ 10,780.00
15	Revision to Contract Special Provisions for Tree Removal	\$ 0.00
16	RW 680 Footing Modifications	\$ (21,490.00)
17	Remove Existing Asbestos Pipe	\$ 10,797.00
19	Regular PCCP in Lieu of Rapid Set Concrete	\$ (152,296.00)
18	Realign 96" RCP	\$ 49,991.01
20	Driveway for Truck Stop Facility	\$ 0.00
21	Remove Tree Item Adjustment	\$ 103,187.55
21 S-1	Additional Funds	\$ 58,999.65
22	Change in Alignment for SW 697	\$ 0.00
23	Modified Concrete Barrier for Concrete Poles	\$ 25,000.00
23 S-1	Additional Funds	\$ 35,000.00
24	Removal and Disposal of Man-Made Buried Objects	\$ 5,000.00
24 S-1	Additional Funds	\$ 55,000.00
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

Attachment: CCO Log (3204 : Construction Contract Change Orders MVSS1611)

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

30	Modifications to Drainage System	\$ (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
34	Bridge Modifications as per Caltrans and UPRR	\$ 26,000.00
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 ½" Gravel	\$ (23,100.00)
38	Revise SP's for Payment for Removal of Temporary Striping	\$ 20,000.00
38 S-1	Additional Funds	\$ 14,000.00
40	Rush Truck Center Parking Lot	\$ 45,000.00
42	Pedestrian Access to Bridge	\$ 20,000.00
42 S-1	Additional Funds	\$ 5,000.00
43	Type 60C Barrier and Shotcrete Along W/B Off-Ramp	\$ 35,000.00
45	Lower Fiber Optics and Drainage Systems for Roadway	\$ 60,461.12
45 S-1	Additional Funds	\$ 10,000.00
46	Temp. Electrical Feed for Street Lighting for Stage 1A	\$ 17,000.00
48	Pedestrian Signal Heads, Pushbuttons and Street Signs	\$ 29,903.05
49	Replace Spalled Slabs in Lieu of Patching	\$ 233,882.72
49 S-1	Zero Additional Deferred Working Days	\$ 0.00
50	Concrete Barrier Anchor Block	\$ 4,825.44
51	Traffic Signal Equipment for Slover and Valley	\$ 71,082.80
52	Railroad OH Modifications	\$ 73,660.00
53	NOPC 003-07-25-13 Resolution	\$ 249,760.84
54	Stage 3B Construction Changes	\$ (45,206.82)
54 S-1	Additional Stage Construction Changes	\$ (104,722.20)
55	Modify Drain Inlet	\$ 3,526.18
56	Apprentice Training	\$ 9,600.00
56 S-1	Additional Funds	\$ 16,068.80
57	Farmer Boy Restaurant Landscaping and Irrigation System	\$ 10,350.00
58	Modify Striping on Cherry	\$ 9,590.50
58 S-1	Resolve NOPC No. 13-04-10-15	\$ 9,664.84
59	Final Quantity on Various Bid Items	\$ (16,284.59)
60	Installation of LED Lighting Equipment	\$ 49,269.71
61	Vandal Proof Pull box Lids	\$ 30,000.00
62	Modifications to Drainage System No. 9	\$ 60,000.00
63	Bid Item No. 104 Final Payment Adjustment	\$ 24,347.81
65	Resolution of NOPC No. 015-05-5-15 (ADA Improvements)	\$ 25,387.40
66	Resolve NOPC No. 11	\$ 11,223.28
67	Bid Item Price Adjustment	\$ 142,075.55
68	Bid Item Adjustments	\$ 18,700.01
CCO TOTAL		\$ 1,933,858.87
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$ 5,282,319.79

Attachment: CCO Log (3204 : Construction Contract Change Orders MVSS1611)

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I-10 Tippecanoe Avenue Phase II – Executed Change Orders		
Number	Description	Amount
1	Delete Paleontological Resources from Special Provisions	\$ 0.00
2	Revise Special Provisions Section “Work Around Parcel”	\$ 0.00
3	Maintain Traffic	\$ 50,000.00
4	Partnering	\$ 35,000.00
4 S-1	Transfer Unused Funds to Contingency	\$ (18,900.00)
5	Dispute Review Board	\$ 15,000.00
7	Landscaping Repairs	\$ 2,300.00
8	Tree Removal	\$ 6,750.00
9	Strom Water Maintenance	\$ 19,400.00
10	Buried Man-made Objects	\$ 10,000.00
11	Sign Quantities, Flashing Beacon & Sign Foundation Modifications	\$ 38,089.58
10 S-1	Additional Funds	\$ 20,000.00
12	Placement of Suitable Embankment Material Westbound Off-ramp	\$ 60,000.00
12 S-1	Additional Funds	\$ 75,000.00
13	Replace Paving at Conejo & Lee	\$ 5,000.00
14	Plans & Specs Clarification for Bakers Parking Lot	\$ 0.00
15	Casing for Sound Wall CIDH Pile	\$ 5,000.00
15 S-1	Transfer Unused Funds to Contingency	\$ (2,664.24)
16	Realignment of Drainage System No. 13	\$ 5,000.00
16 S-1	Additional Funds	\$ 3,500.00
16 S-2	Transfer Unused Funds to Contingency	\$ (2,189.10)
17	Driveway Access at 1205 Coulston	\$ 17,177.50
17 S-1	Additional Funds	\$ 850.00
18	Modify Stage Construction (Adding 31 Agency Owned Float)	\$ 0.00
18 S-1	Additional Funds – Staging Modifications	\$ 0.00
18 S-2	Additional Funds – K-rail for Staging Switch	\$ 1,260.00
19	Asphalt Binder Adjustment for RHMA Mix Design	\$ 0.00
20	SCE Electrical Service Change	\$ 0.00
20 S-1	Decrease in conduit and pull boxes	\$ (5,300.00)
21	Apprentice Training Program	\$ 6,400.00
22	Grade Transition at Coulston and Conejo	\$ 25,000.00
23	K-Rail & Crash Cushion	\$ 3,025.00
24	Temporary Pavement Repairs W/B On-Ramp	\$ 8,000.00
24 S-1	Transfer Unused Funds to Contingency	\$ (421.30)
25	Maintain Existing and Temporary Electrical Systems	\$ 50,000.00
26	Remove Tree at Del Taco	\$ 5,000.00
26 S-1	Additional Funds for trees at Lee Street	\$ 5,000.00
28	Relocate Water Meters and Gas Meter	\$ 12,000.00
28 S-1	Additional Funds	\$ 41,219.83
28 S-2	Additional Funds	\$ 46,000.00
28 S-3	Additional Funds	\$ 3,516.23
28 S-4	Adding 8 Non-Compensable Working Days to Schedule	\$ 0.00
29	Curb Wall and Hand Railing	\$ 57,973.30
30	Traffic Signal & Interconnect Caltrans Modifications	\$ 60,743.52
31	Increase in Bid Item Costs	\$ 13,164.12
31 S-1	Additional Funds	\$ 1,723.04
31 S-2	Additional Funds	\$ 1,420.07

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31 S-3	Additional Funds	\$ 15,177.10
31 S-4	Additional Funds	\$ 125,072.29
31 S-5	Additional Funds	\$ 10,504.50
31 S-6	Additional Funds	\$ 108.00
31 S-7	Additional Funds	\$ 3,576.00
32	Repair Damage by Others	\$ 2,000.00
33	Relocate BK Subs Sign	\$ 14,630.21
34	Install Copper Irrigation Service Line In-lieu of PVC Pipe	\$ 3,569.00
34 S-1	Additional Funds	\$ 8,818.95
34 S-2	Additional Funds	\$ 8,818.95
36	Drainage System No. 22 Re-alignment	\$ 20,000.00
37	AC Paving Transition at Back of New Sidewalk	\$ 8,000.00
39	City of San Bernardino Street Signs	\$ 2,051.75
40	Electrical Pull Box Wire Theft Deterrent	\$1,000.00
40 S-1	Transfer Unused Funds to Contingency	\$ (1,000.00)
41	Rebar Couplers for Bridge Deck Closure Pour	\$ 35,000.00
42	Reinstalling Bakers Drive Thru Parking Lot Items	\$ 10,000.00
43	Drainage System No. 6 Additional Inlet	\$ 27,639.00
43 S-1	Additional Funds	\$ 7,141.75
43 S-2	Adding 8 Non-Compensable Working Days to Schedule	\$ 0.00
44	ADA Ramp at 10535 Anderson Street	\$ 7,500.00
44 S-1	Additional Funds	\$ 7,500.00
45	Luminaire Arm Changes SCE	\$ 2,400.00
47	Additional Water Meter Fees	\$ 8,355.60
49	Striping Modifications along Anderson	\$ 0.00
50	Handrail at Redlands and Anderson behind Curb Ramp	\$ 15,000.00
52	AC Paving Accepted by City of San Bernardino	\$ 0.00
55	Relocation of Irrigation Water Meter	\$ 0.00
54	Construction Staging Striping Removals	\$ 21,950.00
54 S-1	Transfer Unused Funds to Contingency	\$ (10,791.78)
56	Modify Curbed Island at Harriman and Tippecanoe	\$ 4,000.00
56 S-1	Additional Funds	\$ 644.74
57	Additional Signing and Traffic Markings	\$ 21,500.00
57 S-1	Additional Funds	\$ 1,000.00
58	Pedestrian Signal System Change at Redlands/Anderson	\$ 2,000.00
60	Parking Lot Repairs at Florist Shop on Anderson Street	\$ 4,359.17
61	Final Bid Item Quantities at Contract Price	\$ (131,954.90)
62	Type C AC Dike along MBGR	\$ 10,000.00
63	Excess Property Protection	\$ 35,000.00
64	Additional HMA Paving Quantities at Redlands Blvd	\$ 114,013.38
67	Settlement of NOPC No. 6	\$ 60,000.00
68	Settlement of NOPC No. 4	\$ 0.00
72	AC Dike and MBGR work near Drainage Inlet	\$ 30,000.00
73	ADA Compliance Rework	\$ 10,000.00
CCO TOTAL		\$ 1,189,621.26
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$ 1,583,771.87

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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
2 S-1	Additional Funds	\$ 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
7 S-1	Additional Funds	\$ 87,122.00
8	36” Casing – Waterline	\$ 86,535.00
9	Dispute Review Board	\$ 22,500.00
10	Different in Cost 750mm Wire in Lieu of 500mm	\$ 4,000.00
10 S-1	Additional Funds	\$ 4,000.00
10 S-2	Additional Funds	\$ 15,000.0
11	Increase Depth of Colton Vault	\$ 25,000.00
11 S-1	Additional Funds	\$ 9,000.00
12	Remove Existing SCRRA Materials	\$ 10,000.00
13	Protecting and Repairing Underground Facilities	\$ 5,000.00
13 S-1	Additional Funds	\$ 5,000.00
13 S-2	Additional Funds	\$ 10,000.00
17	BNSF Shoofly Drainage	\$ 28,228.00
19	Additional Fire Protection Measures	\$ 11,794.62
19 S-1	Additional Funds	\$ 105,100.00
19 S-2	Additional Funds	\$ 3,673.05
21	Miller’s Honey Stairs, Ramps and Parking Lot Modifications	\$ 12,160.00
24	Irrigation Back-flow Substitution	\$ 0.00
30	Concrete in Lieu of AC on RJ&R Property	\$ 16,800.00
32	Differing Site Conditions – Piling	\$ 20,000.00
32 S-1	Additional Funds	\$ 90,000.00
32 S-2	Additional Funds	\$ 50,000.00
32 S-3	Additional Funds	\$ 55,000.00
33	3’ Wide Pavement Transition	\$ 10,800.00
33 S-1	Additional Funds	\$ 5,000.00
35	Revised Hot Mixed Asphalt Specifications	\$ 0.00
36	Crude Oil Price Index Fluctuation	\$ 40,000.00
37	AT&T Relocations Additional Work	\$ 7,000.00
38	Striping and Bumpers in TCI Back lot	\$ 7,470.00
39	Additional Remotes for TCI Automatic Gate	\$ 3,937.64
40	Mobilization Costs due to Relocation Delays of waterline and AT&T	\$ 28,000.00
41	Revisions to Specs for Double Swing Gate	\$ 0.00
42	Temporary AC and Re-mob for Miller’s Honey Paving	\$ 8,090.00
43	SWRCB Annual Permit	\$ 1,483.90
44	Retaining Curb on TCI Property	\$ 5,000.00
45	Cost to meet Right of Way Obligations	\$ 20,000.00
45 S-1	Additional Funds	\$ 30,000.00
46	BNSF Signal Bridge	\$ 14,000.00
47	Bridge Access Casings	\$ 30,350.00
48	Additional Earthwork Mobilization for BNSF Work	\$ 25,000.00

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49	Bid Item Increase	\$ 7,254.24
50	10-inch Wall at Retaining Wall No. 2	\$ 50,000.00
50 S-1	Additional Funds	\$ 50,000.00
51	Planter Walls at Adjacent Properties	\$ 16,000.00
51 S-1	Additional Funds	\$ 21,700.00
52	Extend Bridge Concrete Barrier	\$ 4,000.00
53	Supports for Temporary BNSF Overhead Signal Cables	\$ 130,815.65
53 S-1	Decrease Funds	\$ (68,961.20)
55	Additional Ballast/Sub-Ballast	\$ 54,294.45
56	BNSF Signal Cable Trenching	\$11,630.00
57	Profilograph Work on Access Bridge	\$ 3,000.00
59	Additional Form Liners	\$ 52,690.18
60	Bid Item Adjustments to Eliminate 4" Elevation Difference	\$ 7,041.30
61	Form Liner Specification Change	\$ 0.00
62	Time Extension of 122 Working Days	\$ 0.00
62 S-1	Final Settlement of NOPC No. 6	\$ 712,808.64
66	Additional Drainage along Concrete Barrier	\$ 9,423.72
68	Dedication Plaque	\$ 5,671.80
CCO TOTAL		\$ 2,191,110.15
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$ 2,754,187.72

SR-210 Segment 8 Landscaping EEP – Executed Change Orders		
Number	Description	Amount
1	Slope Erosion Control Measures	\$ 15,000.00
2	Replace Remote Control Valve Solenoids	\$ 5,299.90
CCO TOTAL		\$ 20,299.90
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$ 199,918.60

SR-210 Segment 9 & 10 Landscaping EEP – Executed Change Orders		
Number	Description	Amount
1	Irrigation Controller Repair	\$ 616.43
2	Additional Irrigation Controller Repair	\$ 1,019.17
3	Repair Leaking Backflow and Meter	\$ 1,500.00
CCO TOTAL		\$ 3,135.60
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$ 295,226.10

I-10 Riverside Avenue Landscaping EEP – Executed Change Orders		
Number	Description	Amount
1	Project Deficiencies Repairs	\$ 2,500.00
CCO TOTAL		\$ 2,500.00
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$ 295,226.10

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I-215 Segment 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
001 – S7	Traffic Control – Additional Funds	\$ 7,610.13
001 – S8	Traffic Control – Additional Funds	\$ 15,313.38
001 – S9	Traffic Control – Additional Funds	\$ 3,750.07
002	Establish a Dispute Review Board	\$ 35,000.00
002 – S1	Establish a Dispute Review Board – Additional Funds	\$ 913.78
002 – S2	Establish a Dispute Review Board – Additional Funds	\$ 187.50
003	Establish a Partnering Training Workshop	\$ 50,000.00
004	Hot Mix Asphalt Price Fluctuation Adjustment of Compensation	\$ 230,000.00
004 – S1	Hot Mix Asphalt Price Fluctuation Adjustment of Compensation – Additional Funds	\$ 100,000.00
004 – S2	Hot Mix Asphalt Price Fluctuation Adjustment of Compensation – Additional Funds	\$ 300,000.00
004 – S3	Hot Mix Asphalt Price Fluctuation Adjustment of Compensation – Additional Funds	\$ 210,000.00
004 – S4	Hot Mix Asphalt 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
005 – S6	Maintain Existing Electrical – Time Deferment, 4 Days	\$ 0.00
006	Sound Wall 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
009 – S4	SWPPP Maintenance – Additional Funds	\$ 9,100.31
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

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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
011 – S7	Buried Man-Made Object – Time Deferment	\$ 0.00
011 – S8	Buried Man-Made Object – Additional Funds	\$ 2,594.59
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
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
018 – S8	Repair Roadway – Additional Funds	\$ 17,459.60
018 – S9	Repair Roadway – Additional Funds	\$ 0.00
018 – S10	Repair Roadway – Additional Funds	\$ 190.22
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 RW 106W and DS #8, 13 and 100	\$ 15,390.02
026	1200mm Casing for 600mm Jack Pipe DS #8 and 14	\$ 0.00
027	Change Traffic Opening at Baseline Street Over Crossing	\$ 0.00
028	Rialto Top Deck Reinforcement	\$ 0.00
029	Tie-In DS #10-0 to Segment 3	\$ 80,000.00
029 – S1	Tie-In DS #10-0 to Segment 3 – Time Deferment Closure	\$ 0.00
029 – S2	Tie-In DS #10-0 to Segment 3 – Additional Funds	\$ 40,000.00
030	Modify Overhead Sign ‘H’ Values	\$ 13,258.64
030 – S1	Sign B New Foundation	\$ 51,297.29
031	Change Bearing Pad Thickness at 5 th / 215 Southbound on Ramp	\$ 0.00
032	Right-of-Way Delay DS #100 2 nd Street	\$ 10,000.00
033	Modify DS #101 and 102 West of 9 th Segment 2	\$ 63,758.60
033 – S1	Modify DS #101 and 102 West of 9 th Segment 2 – Additional Funds	\$ 35,000.00
033 – S2	Modify DS #101 and 102 West of 9 th Segment 2 – Additional Funds	\$ 52,501.94
033 – S3	Modify DS #101 and 102 West of 9 th Segment 2 – Additional Funds	\$ 25,000.00
033 – S4	Modify DS #101 and 102 West of 9 th Segment 2 – Additional Funds	\$ 30,000.00
034	Modify DS #19 Segment 2	\$ 60,000.00
034 – S1	Modify DS #17 and #19 Segment 2	\$ 51,453.50
034 – S2	Modify DS #17 and #19 Segment 2 – Additional Funds	\$ 95,000.00
034 – S3	Modify DS #17 and #19 Segment 2 – Additional Funds	\$ 16,007.92
034 – S4	Modify DS #17 and #19 – Time Deferment	\$ 0.00
035	Change incandescent ‘Meter On’ Sign	\$ 2,547.55

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036	Strengthen Outside Shoulder	\$ 29,789.00
037	Protect Arco Station Sign and Greenbelt	\$ 10,000.00
039	Credit for Traffic Screen	\$ (35,715.00)
040	Inlet Guards	\$ 12,455.00
041	Relocate Fiber Optic Conduit at Redlands Loop	\$ 0.00
042	Southbound I-215 Detour North of 16 th Street	\$ 152,770.00
042 – S1	Southbound I-215 Detour North of 16 th Street – Additional Funds	\$ 50,000.00
042 – S2	Southbound I-215 Detour North of 16 th Street – Additional Funds	\$ 27,000.00
042 – S3	Southbound I-215 Detour North of 16 th Street – Time Deferment	\$ 0.00
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 Street 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 and 13	\$ 19,470.00
049	Frame Roadside Signs	\$ 3,066.90
049 – S1	Additional Framed Signs	\$ 1,482.69
050	Change the Sta. for Abutment 1 and 7 16 th Street	\$ 0.00
051	TCE at ARCO Station at Baseline and H Street	\$ 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 and 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 Quality Bid Item 70 and 71	\$ 0.00
060	3 rd Street Bridge Temporary Retaining Wall Structure Backfill	\$ 25,000.00
061	Additional Drainage Inlet at 3 rd Street	\$ 8,500.00
062	New SWPPP 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 – Additional Funds	\$ 113,909.31
062 – S4	New NPDES Permit – Order No. 2009-0009-DWQ – Additional Funds	\$ 332,960.00
063	Additional Bracing for Falsework Bent 2-5 at Baseline Street 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	\$ 90,000.00
064 – S7	Right-of-Way Obligations – Additional Funds	\$ 27,650.95
064 – S8	Right-of-Way Obligations – Additional Funds	\$ 976.41
065	Remove Existing Storm Drain 62A	\$ 6,500.00
066	Repair Deck Opening and Joint on Redlands Loop and Rialto Bridges	\$ 90,105.80

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067	5 th Street Southbound 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
064 – 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
068 – S7	Modify Drainage Systems – Time Deferment	\$ 0.00
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
069 – S3	Stage Construction 4 th Through 6 th – Time Deferment	\$ 0.00
070	Temporary Paving Under 259	\$ 145,927.00
070 – S1	Additional Funds	\$ 53,858.01
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, Segment 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 Northbound 2 nd Street Off-Ramp – 2 nd Lane Addition	\$ 25,000.00
079 – S1	Revised Staging Northbound 2 nd Street Off-Ramp	\$ 3,059.13
080	Delete Electrical and Cable Conduit Blockout and Casings at 9 th Street 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 and Temporary Southbound 3 rd Street Off-Ramp	\$ 1,630,850.00
084 – S1	Restage North End of Project and Temporary Southbound 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 Change 2 nd and I Street and 9 th and H Street	\$ 9,499.00
091	Southbound Transition Segment 5 into Segment 2	\$ 75,000.00
091 – S1	Southbound Transition Segment 5 into Segment 2 – Additional Funds	\$ 60,000.00
092	Premium Time for Baseline and H Street Intersection	\$ 25,000.00
092 – S1	Additional Funds	\$ 1,306.16
093	Relocate Signal at South East Corner of 2 nd Street and Southbound On-Ramp	\$ 18,350.00
094	Settlement of NOPC No. 3 – Temporary Power Poles (2 nd and 3 rd Street)	\$ 34,345.28

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Attachment: CCO Log (3204 : Construction Contract Change Orders MVSS1611)

095	Revised Deck Contours for 5 th Street to S215 On-Ramp	\$ 0.00
096	Northbound Transition Segment 2 into Segment 5	\$ 80,145.00
097	Modify Bioswale No. 3, Segment 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 Street Ramps	\$ 9,375.31
104	Add CTPB Under Approach Slab Type R at Redlands Loop Widen and Rialto Avenue Widen	\$ 88,330.56
104 – S1	Revised Layout for Type R Approach Slab at Redlands Loop	\$ 0.00
105	Changes to Moment Barrier Slab Wall 117W	\$ 77,228.78
106	Revised Pile Layout Abut 1 Baseline Stage 2	\$ 80,476.19
107	Sound Wall No. 1 Extension	\$ 144,330.00
107 – S1	Settlement of NOPC NO. 18 – Addition of Sound Wall No. 122	\$ 50,000.00
108	Underdrain at Wall 116W	\$ 40,540.00
109	Move SE-22 Crossing North for 5 th Street Southbound 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 Street and BNSF Rail Road	\$ 30,000.00
111 – S1	Contour Grading at 5 th Street and BNSF Rail Road – Additional Funds	\$ 20,000.00
111 – S2	Regrade and Concrete Line Earthen Ditches on the West Side of BNSF Right-of-Way	\$ 40,000.00
111 – S3	Regrade and Concrete Line Earthen Ditches on the West Side of BNSF Right-of-Way – Time Deferment	\$ 0.00
112	Install Type ‘D’ Bike Loops	\$ 16,925.08
113	Transition Barrier Between 5 th Street and S215/5 th Street Off-Ramp to Match Existing Bridge	\$ 10,000.00
113 – S1	Retaining Wall 128 Transition Barrier Type 732A	\$ 10,000.00
114	Southbound 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 and 11 Inlets	\$ 5,000.00
117 – S1	Modify the 732 Concrete Barriers at DS #8 and 11 Inlets – Additional Funds	\$ 5,000.00
117 – S2	Modify the 732 Concrete Barriers at DS #8 and 11 Inlets – Additional Funds	\$ 10,000.00
118	Soffit Lighting Layout Changes at 2 nd and 3 rd Street Bridges	\$ 7,916.33
119	Change to Deck Drain Layout at 5 th Street to S215 On-Ramp	\$ 15,000.00
120	Modify and Upgrade Communications Systems	\$ 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

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Attachment: CCO Log (3204 : Construction Contract Change Orders MVSS1611)

121 – S4	Utility Markers and Installation for Caltrans Pull Boxes – Additional Funds	\$ 100,000.00
121 – S5	Utility Markers and Installation for Caltrans Pull Boxes – Additional Funds	\$ 22,324.69
121 – S6	Utility Markers and Installation for Caltrans Pull Boxes – Additional Funds	\$ 1,152.98
122	Settlement of NOPC No. 8 – Storm Drain Repair	\$ 120,000.00
123	Relocate SE-09, Add PPB, Revise Highland Ramp Lighting Connection	\$ 27,863.48
124	Temporary Paving for Northbound 2 nd Street Off-Ramp	\$ 30,000.00
124 – S1	Temporary Paving for Northbound 2 nd Street Off-Ramp – Additional Funds	\$ 15,000.00
125	Clearing and 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
127 – S2	Replace Damaged Existing PCCP Slabs – Time Deferment	\$ 0.00
128	Drainage at Retaining Wall 242A	\$ 69,122.75
128 – S1	Drainage at Retaining Wall 242A	\$ 16,129.25
129	Polyester Concrete Overlay at Rialto Avenue Bridge	\$ 194,000.45
129 – S1	Polyester Concrete Overlay at Rialto Avenue Bridge – Additional Funds	\$ 63,250.00
129 – S2	Polyester Concrete Overlay at Rialto Avenue Bridge – Time Deferment	\$ 0.00
130	Slope Paving at 16 th Street	\$ 17,118.80
130 – S1	Settlement of NOPC No. 29 – Barrier at Trenton	\$ 9,000.00
131	Settlement of NOPC No. 7 – Settlement Embankment (Inc CCO 224)	\$ 0.00
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 as DS #72, Add DS #151 at SR259, Segment 2	\$ 44,353.00
140	Concrete Rubble at RW137 – Settlement of NOPC No. 13	\$ 31,921.00
141	Temporary Bracing for 3 rd Street Over Crossing	\$ 10,000.00
142	Sound Wall No. 126C Barrier Texture	\$ 4,492.00
142 S-1	Add Texture 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)

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Attachment: CCO Log (3204 : Construction Contract Change Orders MVSS1611)

150	Roadside Signs	\$ 74,290.00
150 – S1	Roadside Signs – Time Deferred	\$ 0.00
151	Temporary Sign Panel Overlay NB BMS 9 th and Baseline	\$ 13,200.00
152	Removal of Asbestos Pipe – Baseline Street to SB215 On-Ramp	\$ 15,000.00
153	Revisions to Bridge Mounted Signs at 9 th and Baseline Street	\$ 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
157	16 th Street Bent Cap Reinforcement PT Conflict	\$ 21,066.00
157 – S1	16 th Street Bent Cap Steel, Bents 2, 3, 4 and 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 – Additional Funds	\$ 30,000.00
158 – S3	“5SE” Gore Modification – Time Deferment	\$ 0.00
158 – S4	“5SE” Gore Modification – Additional Funds	\$ 9,629.13
158 – S5	“5SE” Gore Modification – Additional Funds	\$ 4,599.32
159	Modify DS #8(qq) Inlet	\$ 5,461.40
160	Modify Barrier at Retaining Wall 108E	\$ 20,000.00
161	Irrigation Crossover at Northbound Highland Avenue Off-Ramp	\$ 24,000.00
161 – S1	Irrigation Crossover at Northbound Highland Avenue Off-Ramp – Additional Funds	\$ 174.27
162	Eliminate Jacking for 2 nd Street UC and 3 rd Street 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	\$ (23,072.29)
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 Southbound 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 Street and H Street Site	\$ 45,000.00
170 – S1	Export Soil from Old 13 th Street Ramp Off Site	\$ 60,000.00
170 – S2	Additional Funds	\$ 115,965.86
171	Revise 3 rd Street Abutment 2 Footing	\$ 10,118.00
171 – S1	Revise 3 rd Street Abutment 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
173 – S1	Additional Soffit Lighting at 2 nd Street Bridge – Time Deferment	\$ 0.00
174	Settlement of NOPC NO. 22 – Temporary Lighting	\$ 20,000.00
175	Hubbard State Right-of-Way Adjustment	\$ 10,008.00
175 – S1	Concrete Barrier Right of ‘P’ Line	\$ 75,000.00
175 – S2	Time Deferment – 3 Days	\$ 0.00
175 – S3	Hubbard State Right-of-Way Adjustment – Time Deferment	\$ 0.00
175 – S4	Concrete Barrier Right of ‘P’ Line – Additional Funds	\$ 2,219.07
176	Delete Type 60G Barrier in Segment 1	\$ (7,000.00)
176 – S1	Delete Type 60G Barrier in Segment 1 – Time Deferment	\$ 0.00
177	Paint Sound Wall Cover Plates After Galvanizing	\$ 2,672.13

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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 – Additional Funds	\$ 3,483.84
178 – S2	Railing at ‘P’ Line and ‘R’ Line – Time Deferment	\$ 0.00
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 Street and ‘3SE’ Line	\$ 15,000.00
180 – S1	Drainage Improvements at 3 rd Street and ‘3SE’ Line – Additional Funds	\$ 10,000.00
180 – S2	Drainage Improvements at 3 rd Street and ‘3SE’ Line – Time Deferment	\$ 0.00
181	New Sign Panels on Existing Sign Structures at 5 th Street OC	\$ 15,000.00
181 – S1	New Sign Panels on Existing Sign Structures at 5 th Street OC – Time Deferment	\$ 0.00
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’ Segment 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
186 – S1	Payment for Barrier Mounted Signs – Time Deferment	\$ 0.00
187	Adjust Overhead Sign ‘Q’ at Baseline	\$ 45,000.00
187 – S1	Adjust Overhead Sign ‘Q’ at Baseline – Time Deferment	\$ 0.00
188	Block Out Around MBGR Posts Per New Standard	\$ 30,000.00
188 – S1	Block Out Around MBGR Posts Per New Standard – Additional Funds	\$ 70,000.00
188 – S2	Block Out Around MBGR Posts Per New Standard – Time Deferment	\$ 0.00
189	SR259 Median Removal and Tie-In	\$ 45,000.00
189 – S1	SR259 Median Removal and Tie-In – Additional Funds	\$ 14,333.28
189 – S2	SR259 Median Removal and Tie-In – Time Deferment	\$ 0.00
189 – S3	SR259 Median Removal and Tie-In – Additional Funds	\$ 10,293.26
190	Decrease Bid Item No. 110 – Grind Existing Concrete Pavement	\$ (78,867.60)
191	Seal Joints in Existing Concrete Pavement	\$ 30,000.00
191 – S1	Seal Joints in Existing Concrete Pavement – Time Deferment	\$ 0.00
192	Additional Drainage Swale Along BNSF Right-of-Way	\$ 113,234.71
192 – S1	Additional Drainage Swale Along BNSF Right-of-Way – Time Deferment	\$ 0.00
193	Payment for Fence, Barrier Surface, Sound Wall Mounted Signs	\$ 34,339.00
193 – S1	Payment for Laminated Box Beam Sign 2-20-5 and 6	\$ 28,489.18
193 – S2	Payment for Laminated Box Beam Sign 2-20-5 and 6 – Time Deferment	\$ 0.00
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
195 – S1	Add Drainage Inlet Type G-2 at Sta. 133+45 – Time Deferment	\$ 0.00
196	Spandrel, Curb and Gutter North Side of 9 th and J Street	\$ 15,000.00
196 – S1	Spandrel, Curb and Gutter North Side of 9 th and J Street – Time Deferment	\$ 0.00
196 – S2	Spandrel, Curb and Gutter North Side of 9 th and J Street – Add Funds	\$ 6,158.27
197	ADA Requirements for Curb Ramps	\$ 30,000.00
197 – S1	ADA Requirements for Curb Ramps – Time Deferment	\$ 0.00
198	Delete Slope Paving at 16 th Street Bridge, Abut 7	\$ (26,152.50)
199	SR259 Cross Sections	\$ 75,000.00
199 – S1	SR259 Cross Sections – Time Deferment, 114 Days	\$ 0.00
199 – S2	Additional Funds	\$ 56,141.50
200	Adjust Bid Item No. 49 – Adjust Water Values to Grade	\$ (3,850.11)

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201	Adjust Final Pay Items Nos. 137 and 216	\$ 20,506.90
202	Adjust Bid Item No. 53 – Remove Concrete Barrie (Type K)	\$ 267.75
202 – S1	Additional Funds	\$ 401.46
203	Adjust Bid Item No. 9 – Temporary Concrete Washout	\$ 12,815.50
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 and Surfacing	\$ (85,031.34)
209	Increase Bid Item No. 2 – Temporary Fence	\$ 8,403.75
210	Increase Bid Item No. 27 – Remove Chain Link Fence	\$ 33,914.64
211	Decrease Bid Item Nos. 28, 191 and 252(F)	\$ (9,097.00)
212	Mulch Remedy	\$ 10,000.00
212 – S1	Mulch Remedy – Time Deferment, 4 Days	\$ 0.00
213	Increase Bid Item No. 254 and 255	\$ 119,505.75
214	Increase Bid Item No. 236; Decrease Bid Item No. 237	\$ 10,400.00
215	Adjust Bid Item No. 99 – Aggregate Base (Approach Slab)	\$ 4,701.38
216	Adjust Bid Item No. 109 – Seal Longitudinal Isolation Joint	\$ (48.91)
217	Adjust Bid Item No. 19 – Type III Barricade	\$ (466.40)
217 – S1	Adjust Bid Item No. 19 – Type III Barricade	\$ 466.40
218	Adjust Bid Item No. 182 – Install Sign (Strap and Saddle Bracket Meth.)	\$ (80,296.64)
219	Adjust Bid Item No. 52 – Remove Concrete (Sidewalk and Cross Gutter)	\$ 19,220.68
220	Adjustment to Increase and Decrease in Bid Items Used on Project	\$ 0.00
223	NOPC No. 19 Settlement	\$ 175,000.00
224	PFE Exceptions Settlement excluding Superior Gunite and Coffman	\$1,920,080.00
CCO TOTAL		\$ 19,395,427.28
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$ 22,471,980.00

I-10 Pepper Avenue Bridge Replacement – Executed Change Orders		
Number	Description	Amount
1	Funding Sign Revisions	\$ 0.00
2	Caltrans as Oblige on Contractor's Bonds	\$ 0.00
3	Signal Pole Mast Arm	\$ 2,033.96
4	Maintain Roadway and Traffic Control	\$ 25,000.00
5	Federal Training Apprentice Program	\$ 8,000.00
6	Air Quality Monitoring during ADL Handling	\$ 4,895.00
8	Establish Dispute Resolution Advisor	\$ 5,000.00
9	White Traffic Stripe Specification	\$ 0.00
10	Local/Veteran Hiring Program	\$ 50,00.00
11	Additional Stage 1 Signing and Striping	\$ 7,500.00
11 S-1	Upsize Construction Area Signs for MUTCD Compliance	\$ 5,000.00
11 S-2	Additional Funds	\$ 1,660.15
12	Fire Protection Plan	\$ 70,000.00
14	Revise Lane Closure Charts	\$ 0.00
CCO TOTAL		\$ 129,089.11
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$ 952,681.00

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I-15 Baseline Interchange – Executed Change Orders		
Number	Description	Amount
1	Maintain Traffic	\$ 50,000.00
1 S-1	Provide for Contractors Signature	\$ 0.00
1 S-2	Additional Funds	\$ 75,000.00
2	Partnering	\$ 22,000.00
3	Dispute Review Board	\$ 15,000.00
4	Maintain and Repair Existing/Temporary Electrical	\$ 10,000.00
4 S-1	Provide for Contractors Signature	\$ 0.00
4 S-2	Additional Funds	\$ 25,000.00
6	Repairs to Existing Irrigation System	\$ 26,247.00
7	Storm Water Pollution Prevention – Cost Sharing	\$ 50,000.00
8	Existing Landscaping & Irrigation Changes	\$ 10,000.00
10	Shotcrete Strength Change	\$ 0.00
11	Concrete Slurry behind Anchor Wall No. 2	\$ 12,000.00
12	Fire Plan	\$ 27,693.00
13	Apprentice Training	\$ 16,800.00
14	Buried Man-made Objects	\$ 15,000.00
14 S-1	Additional Funds	\$ 15,000.00
15	Replace Bid Item 69 with Geocomposite Drain	\$ 0.00
16	Additional K-rail and Crash Cushion Array	\$ 17,970.00
17	Eliminating Removal of Decorative Columns	\$ (4,332.70)
18	RE Office; Additional Furniture & High-speed Internet	\$ 5,000.00
19	Revisions to CMP Schedule for Re-sequencing	\$ 0.00
20	12” Curb at Base Line and Americana	\$ 30,480.00
21	Relocate 12” CVWD Line	\$ 32,200.00
21 S-1	20 Non-Compensable Non-Working Days	\$ 0.00
23	Welded Steel Pipe Wall Thickness	\$ 16,808.60
26	Retaining Wall 385R Drainage System	\$ 15,000.00
30	From Liner Spec Revision	\$ 0.00
33	Modify Retaining Wall 385R	\$ 20,000.00
34	Additional Drainage System on Southbound Off Ramp	\$ 22,862.44
35	Relocate Fire Service Assembly	\$ 15,000.00
37	Revise Traffic Handling Plans for Pavement Joint	\$ 24,237.14
38	Temporary Traffic Signal Items for Removal of Traffic Island	\$ 19,407.48
39	Traffic Handling Plan Modifications	\$ (10,241.00)
42	Concrete Paving “Just In Time Training”	\$ 750.00
43	Changes to Traffic Control System and Paving Material	\$ 65,584.00
44	Revisions to Traffic Handling Plans for RW 382L	\$ 5,740.03
45	Water Line Air-Vac Installation	\$ 15,000.00
47	9 Non-Compensable Non-Working Days	\$ 0.00
50	Eliminating Post Construction Video Inspection on 36” Waterline	\$ (2,500.00)
51	Curb Reconstruction at Northbound Ramp at Base Line	\$ 5,790.48
52	Bid Item Adjustments	\$ 24,069.55
54	Methacrylate Bridge Deck to Seal Cracks	\$ 20,000.00
CCO TOTAL		\$ 708,566.02
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$ 2,235,012.00

Attachment: CCO Log (3204 : Construction Contract Change Orders MVSS1611)

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Minute Action

AGENDA ITEM: 3

Date: *November 10, 2016*

Subject:

2017 Board of Directors Metro Valley Study Session Meeting Schedule

Recommendation:

Approve the 2017 Board of Directors Metro Valley Study Session meeting schedule.

Background:

The SANBAG Board of Directors Metro Valley Study Session (MVSS) regular meeting schedule is on the Thursday of the week following the SANBAG Board meeting, which is usually the second Thursday of the month. The Thursday meeting follows the Transit Committee meeting in the 1st Floor Lobby at the Santa Fe Depot. The start time of the meeting is dependent on the length of the Transit Committee meeting, with the typical start time being between 9:30 and 10:00 a.m. Although a monthly schedule is adopted, it is acknowledged that when there are not sufficient business items to require a meeting, the meeting will be cancelled. A quorum of the Board at the Study Session is the same as the quorum of the SANBAG Board of Directors. If less than a quorum is in attendance, the Board members in attendance may consider, discuss, and make recommendations to the Board regarding items on the Study Session agenda for Board action at its regular meetings. Meeting dates and time may be modified upon request of the Study Session Chair due to an anticipated low attendance at a meeting. SANBAG staff, however, has been directed to make every effort to minimize deviation from the regular schedule to insure the continuity of meeting and participation.

A proposed 2017 meeting schedule is identified below for approval. Board members and staff are urged to calendar these meeting for the coming year. Advance confirmation of meetings or cancellation notices are part of SANBAG's standard procedure for meeting preparation. The proposed 2017 meeting schedule does conform to the Thursday of the week following the SANBAG Board of Directors meeting.

The proposed 2017 meeting dates are as follows:

Metro Valley Study Session

January 12, 2017	May 11, 2017	September 14, 2017
February 9, 2017	June 15, 2017*	October 12, 2017
March 9, 2017	July 13, 2017 (DARK)	November 9, 2017
April 13, 2017	August 10, 2017	December 14, 2017

**This date falls on the 3rd Thursday of the month.*

Entity: CMA, COG, CTA, CTC, SAFE

Board of Directors Metro Valley Study Session Agenda Item

November 10, 2016

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Financial Impact:

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

Reviewed By:

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

Responsible Staff:

Garry Cohoe, Director of Project Delivery

Approved
Board of Directors Metro Valley Study Session
Date: November 10, 2016

Witnessed By:

SANBAG 2017 Master Calendar

~ January 2017 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1 New Year's Day	2 New Year's Day Holiday Observed	3	4 Board	5 SCAG Regional Council	6	7 Orthodox Christmas
8	9	10	11 General Policy Committee	12 Transit Committee Metro Valley Study Session I-10/I-15 Corridor Joint Sub-Committee	13	14
15	16 Martin Luther King Day	17	18 League New Mayors & Council Members Academy	19 League New Mayors & Council Members Academy	20 Mt/Desert Policy Committee League New Mayors & Council Members Academy	21
22	23	24	25	26	27	28
29	30	31	Notes:			

Board of Directors meetings start at 10:00 a.m.
Metro Valley Study Session starts at 9:30 a.m.

Transit Committee starts at 9:00 a.m.
Mountain/Desert Committee starts at 9:30 a.m.

General Policy Committee meetings start at 9:00 a.m.
I-10/I-15 Joint Sub-Committee meetings start at 10:00 a.m.

Attachment: 2017 Master Calendar (3211 : 2017 MVSS Meeting Schedule)

SANBAG 2017 Master Calendar

~ February 2017 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1 Board	2 SCAG Regional Council	3	4
5	6	7	8 General Policy Committee	9 Transit Committee Metro Valley Study Session I-10/I-15 Corridor Joint Sub-Committee	10	11
12	13	14	15	16	17 Mt/Desert Policy Committee	18
19	20 President's Day	21	22	23	24	25 NACo Legislative Conference
26 NACo Legislative Conference	27 NACo Legislative Conference	28 NACo Legislative Conference	Notes:			

Attachment: 2017 Master Calendar (3211 : 2017 MVSS Meeting Schedule)

SANBAG 2017 Master Calendar

~ March 2017 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1 Board NACo Legislative Conference	2 SCAG Regional Conference	3	4
5	6	7	8 General Policy Committee	9 Transit Committee Metro Valley Study Session I-10/I-15 Corridor Joint Sub-Committee	10	11
12 Daylight Savings Time Begins	13	14	15	16 City/County Conference	17 Mt/Desert Policy Committee City/County Conference	18
19	20 Naw-Ruz	21	22	23	24	25
26	27	28	29	30	31 Cesar Chavez Day	Notes:

Attachment: 2017 Master Calendar (3211 : 2017 MVSS Meeting Schedule)

SANBAG 2017 Master Calendar

~ April 2017 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5 Board	6 SCAG Regional Council	7	8
9	10 Passover	11 Passover	12 General Policy Committee Passover	13 Transit Committee Metro Valley Study Session I-10/I-15 Corridor Joint Sub-Committee Passover	14 Good Friday Passover	15 Passover
16 Passover Easter Sunday	17 Passover	18 Passover	19	20 Ridvan	21 Mt/Desert Policy Committee Ridvan	22 Ridvan
23 Ridvan	24 Ridvan	25 Ridvan	26 Ridvan	27 Ridvan	28 Ridvan	29 Ridvan
30 Ridvan	Notes:					

Attachment: 2017 Master Calendar (3211 : 2017 MVSS Meeting Schedule)

SANBAG 2017 Master Calendar

~ May 2017 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1 Ridvan	2 Twelfth Day of Ridvan	3 Board	4 2017 SACG Regional Conference & General Assembly	5 2017 SACG Regional Conference & General Assembly	6
7	8	9	10 General Policy Committee	11 Transit Committee Metro Valley Study Session I-10/I-15 Corridor Joint Sub-Committee	12	13
14	15	16	17 CSAC Legislative Conference	18 CSAC Legislative Conference	19 Mt/Desert Policy Committee	20
21	22 Declaration of the Bab	23	24	25	26	27 Ramadan
28 Ramadan Ascension of Baha'u'llah	29 Ramadan Memorial Day	30 Ramadan Shavout	31 Ramadan Shavout	Notes:		

Attachment: 2017 Master Calendar (3211 : 2017 MVSS Meeting Schedule)

SANBAG 2017 Master Calendar

~ June 2017 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1 SCAG Regional Council Ramadan Shavout	2 Ramadan	3 Ramadan
4 Ramadan	5 Ramadan	6 Ramadan	7 Board Ramadan	8 Ramadan	9 Ramadan	10 Ramadan
11 Ramadan	12 Ramadan	13 Ramadan	14 General Policy Committee Ramadan	15 Transit Committee Metro Valley Study Session I-10/I-15 Corridor Joint Sub-Committee Ramadan	16 Mt/Desert Policy Committee Ramadan	17 Ramadan
18 Ramadan	19 Ramadan	20 Ramadan	21 Lailatul-Qadr Ramadan	22 Ramadan	23 US Conference of Mayors Ramadan	24 US Conference of Mayors Ramadan
25 US Conference of Mayors Ramadan	26 US Conference of Mayors	27 Ramadan	28 Ramadan	29 Ramadan	30 Ramadan	Notes:

Attachment: 2017 Master Calendar (3211 : 2017 MVSS Meeting Schedule)

SANBAG 2017 Master Calendar

~ July 2017 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4 Independence Day	5	6 SCAG Regional Council	7	8 Martyrdom of the Bab
9	10	11	12 *Board	13	14	15
16	17	18	19	20	21 NACo Annual Meeting	22 NACo Annual Meeting
23 NACo Annual Meeting	24 NACo Annual Meeting	25	26	27	28	29
30	31	Notes: *July Board meeting moved one week due to Holiday. No policy committee meetings.				

Attachment: 2017 Master Calendar (3211 : 2017 MVSS Meeting Schedule)

SANBAG 2017 Master Calendar

~ August 2017 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3 SCAG Regional Council (DARK)	4	5
6	7	8	9 General Policy Committee	10 Transit Committee Metro Valley Study Session I-10/I-15 Corridor Joint Sub-Committee	11	12
13	14	15 Janmashtami	16	17	18 Mt/Desert Policy Committee	19
20	21	22	23	24	25	26
27	28	29	30	31	Notes: No Board meeting.	

Attachment: 2017 Master Calendar (3211 : 2017 MVSS Meeting Schedule)

SANBAG 2017 Master Calendar

~ September 2017 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1 Eid al-Adha	2
3	4 Labor Day	5	6 Board	7 SCAG Regional Council	8	9
10	11	12	13 General Policy Committee	14 Transit Committee Metro Valley Study Session I-10/I-15 Corridor Joint Sub-Committee	15 Mt/Desert Policy Committee	16
17	18	19	20 Rosh Hashanah Muharram	21 Rosh Hashanah Muharram Navaratri	22 Rosh Hashanah Muharram Navaratri	23 Muharram Navaratri
24 Muharram Navaratri	25 Muharram Navaratri	26 Muharram Navaratri	27 Muharram Navaratri	28 Muharram Navaratri	29 Yom Kippur Muharram Navaratri	30 Yom Kippur Muharram

Attachment: 2017 Master Calendar (3211 : 2017 MVSS Meeting Schedule)

SANBAG 2017 Master Calendar

~ October 2017 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1 Muharram	2 Muharram	3 Muharram	4 Board Sukkoth Muharram	5 SCAG Regional Council Sukkoth Muharram	6 Sukkoth Muharram	7 Sukkoth Muharram
8 APTA Annual Meeting Sukkoth Muharram	9 APTA Annual Meeting Columbus Day Sukkoth Muharram	10 APTA Annual Meeting Sukkoth Muharram	11 General Policy Committee APTA Annual Meeting Shmini Atzeret Sukkoth Muharram	12 Transit Committee Metro Valley Study Session I-10/I-15 Corridor Joint Sub-Committee Shmini Atzeret Simchat Torah Muharram	13 League of CA Cities Annual Conference Simchat Torah Muharram	14 League of CA Cities Annual Conference Muharram
15 League of CA Cities Annual Conference Muharram	16 Muharram	17 Muharram	18 Muharram	19 Birth of the Bab Muharram	20 Mt/Desert Policy Committee Birth of the Bab Muharram	21
22	23	24	25	26	27	28
29	30 Diwali	31	Notes:			

Attachment: 2017 Master Calendar (3211 : 2017 MVSS Meeting Schedule)

SANBAG 2017 Master Calendar

~ November 2017 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1 Board	2 SCAG Regional Council	3	4
5 Daylight Savings Time Ends	6	7	8 General Policy Committee	9 Transit Committee Metro Valley Study Session I-10/I-15 Corridor Joint Sub-Committee	10 Veteran's Day Holiday Observed	11 Veteran's Day Birth of the Baha'u'llah
12 Birth of the Baha'u'llah	13	14	15	16	17 Mt/Desert Policy Committee	18
19	20	21	22	23 Thanksgiving	24 Thanksgiving Day After	25 Day of the Covenant
26	27 CSAC Annual Meeting Ascension of Abdul-Baha	28 CSAC Annual Meeting	29 CSAC Annual Meeting	30 CSAC Annual Meeting	Notes:	

Attachment: 2017 Master Calendar (3211 : 2017 MVSS Meeting Schedule)

SANBAG 2017 Master Calendar

~ December 2017 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1 CSAC Annual Meeting Prophet Muhammad's Birthday	2
3	4	5	6 Board	7 SCAG Regional Conference	8	9
10	11	12 Hanukkah	13 General Policy Committee Hanukkah	14 Transit Committee Metro Valley Study Session I-10/I-15 Corridor Joint Sub-Committee Hanukkah	15 Mt/Desert Policy Committee Hanukkah	16 Hanukkah
17 Hanukkah	18 Hanukkah	19 Hanukkah	20 Hanukkah	21	22	23
24 Christmas Eve	25 Christmas Day	26 Christmas Holiday Observed Kwanzaa	27 Kwanzaa	28 Kwanzaa	29 Kwanzaa	30 Kwanzaa
31 New Year's Eve Kwanzaa	Notes:					

Attachment: 2017 Master Calendar (3211 : 2017 MVSS Meeting Schedule)

Minute Action

AGENDA ITEM: 4

Date: *November 10, 2016*

Subject:

Major Projects Status Report through September 2016

Recommendation:

Receive the Major Projects Status Report for the period through September 2016.

Background:

The Major Projects Status Report for the period through September 2016 is a high-level summary of relevant project information. This information is presented to provide schedules, cost, funding, and work descriptions for current active projects being managed by the Major Projects Group. SANBAG staff would like to highlight the following projects for this period:

1. State Route 60 (SR 60)/Archibald Avenue Interchange Project: The Project Study Report-Project Development Study (PSR-PDS) for this \$15 million interchange project was approved in August. This project will reconfigure the freeway ramps on SR 60 at Archibald Avenue in the City of Ontario. Work is already underway on the next project phase, for Project Approval and Environmental Document (PA/ED). This project is anticipated to start construction in late 2019.
2. SR 60/Central Avenue Interchange Project: The PSR-PDS for this \$21 million interchange project was approved in August. This project will improve the freeway ramps and ramp intersections with Central Avenue, and widen the existing Central Avenue Bridge over SR 60 in the City of Chino. Work is already underway on the next project phase, for PA/ED. This project is anticipated to start construction in the first half of 2019.
3. Interstate 215/University Parkway Interchange Project: This \$6 million project reconfigures the existing ramps into a diverging diamond interchange in the City of San Bernardino. This concept involves channeling traffic onto the opposite sides of the street through the interchange and phasing traffic signals to optimize the heavy traffic flows to and from the freeway from California State University, San Bernardino. A contract for the PA/ED phase and the Plans, Specifications, and Estimate phase was awarded at the September Board meeting. This project is anticipated to start construction in the middle of 2019.
4. Interstate 10/Mt. Vernon Avenue: This \$38 million project would replace the bridge over Mt. Vernon Avenue with a wider bridge and realign the street in the City of Colton. The ramp intersections would be improved to provide better local circulation on Mt. Vernon and support improved access to and from the freeway. A contract for the Project Initiation Document (PID) was awarded at the July Board meeting. This project is anticipated to start construction in 2020.

Entity: *CTA*

Board of Directors Metro Valley Study Session Agenda Item

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Financial Impact:

No financial impact, information only.

Reviewed By:

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

Responsible Staff:

Garry Cohoe, Director of Project Delivery

Approved
Board of Directors Metro Valley Study Session
Date: November 10, 2016

Witnessed By:

Minute Action

AGENDA ITEM: 5

Date: *November 10, 2016*

Subject:

Interstate 10 Corridor Contract 1

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 Cooperative Agreement No. 17-1001590 with Caltrans for the Preliminary Engineering (PE) phase activities for the Interstate 10 (I-10) Corridor Contract 1 Project which designates the San Bernardino County Transportation Authority (SBCTA) as the implementing and funding agency for the project and includes Caltrans Reimbursed Work in an amount not-to-exceed \$400,000.

B. Approve award of Contract No. 16-1001530 with HNTB, Inc. for Project and Construction Management (PCM) services for the I-10 Contract 1 Project in an amount not-to-exceed \$40,000,000.

C. Authorize the Executive Director or designee to execute Contract No. 16-1001530 subject to federal authorization for use of federal funding and after receipt of the Caltrans Conformance Letter and correction of any deficiencies noted therein, as required by the Caltrans Local Assistance Procedures Manual.

D. Approve a contingency amount for Contract No. 16-1001530 of \$5,000,000 and authorize the Executive Director or designee to release contingency as necessary for the project.

E. Approve purchase order to HNTB for an amount not-to-exceed \$3,000,000 to complete early PCM services prior to execution of Contract No. 16-1001530.

F. Approve Amendment No. 3 to Contract C08008 with Parsons Transportation Group (PTG) for I-10 Project Development Activities in the amount of \$809,617.38 for a new not to exceed contract amount of \$28,350,940.76.

G. Approve additional contingency for Contract C08008 in the amount of \$155,000 and authorize the Executive Director or designee to release retention as required for the completion of the project.

Background:

The I-10 Corridor Project recently completed public circulation of the Draft Environmental Document (DED), and is progressing toward approval with the Record of Decision (ROD) expected in summer 2017. As preliminary engineering (PE) work is initiated to develop the procurement packages and prepare for delivery, staff is coordinating closely with Caltrans on the next steps required to construct this project. These steps include executing the PE phase

Entity: CTA

cooperative agreement with the State, procurement of a PCM consultant team, and developing the Request for Proposals (RFP) for the design build delivery packages for both the highway civil and express lane toll system contracts. The I-10 Contract 1 Request for Qualifications (RFQ), RFP and procurement process and schedule is discussed in detail within a separate November 2016 MVSS agenda item. The I-10 Contract 1 project, in accordance with the SBCTA Locally Preferred Alternative and Caltrans Preferred Alternative, is planned to implement ten miles of express lanes in each direction of I-10, from the Los Angeles County line to Interstate 15 (I-15), utilizing a design-build delivery approach. If the express lanes are not the alternative selected in the ROD, all work on the awarded contracts would be suspended.

Recommendation A:

In order to complete the preliminary engineering work for I-10 Contract 1 and begin preparation of the procurement packages for the design-build contracts, a cooperative agreement with the State is necessary to define the roles, responsibilities and funding requirements for both parties. This Cooperative Agreement No. 17-1001590 defines SBCTA and Caltrans responsibilities for completion of the PE work, overlapping with the ongoing Project Report/Environmental Document (PAED) phase, including preparation of the I-10 Contract 1 procurement documents and related work activities for both the highway and express lane toll system. This agreement will allow staff to initiate PE phase activities for I-10 Contract 1 including preliminary engineering and early right of way engineering support efforts needed to prepare the design-build RFQ, RFP, technical provisions and related bid documents. The RFP will define the design and construction requirements, including preliminary plans for both the highway and toll system and will solicit proposals for the two separate contracts. The PE work and associated procurement tasks to develop the RFP and other bid documents will require a significant effort including the evaluation and selection of the design build contractors. As the lead agency, SBCTA will be responsible to produce the procurement documents and complete the PE work in coordination with Caltrans.

The PCM firm will be the lead consultant team managed by SBCTA staff to complete the PE phase work while Caltrans will primarily provide oversight responsibilities. Since the project will utilize a design-build delivery approach, additional Caltrans work is necessary which requires reimbursement for this 'enhanced support' effort as described within the agreement. This effort is described as 'reimbursement work' in the agreement and estimated not to exceed \$400,000. The agreement also specifies SBCTA as the Local Agency will be responsible for project funding, utilizing \$20,000,000 Surface Transportation Program(STP) federal funds and \$100,000 Measure I funds to complete all phase one procurement activities up to the award of the design-build contracts. A second design-build construction cooperative agreement is planned to be executed with the State in the coming months that will allow the obligation of the \$20,000,000 remaining STP federal funds budgeted to complete the remaining PCM consultant services through the design-build and close-out phases.

With the environmental phase progressing toward completion, staff recommends approval of Recommendation A and the Cooperative Agreement No. 17-1001590 with Caltrans in order to initiate the PE phase activities for the I-10 Corridor Contract 1 Freeway Widening Project. Separate cooperative agreements will be forthcoming for the next phases of project development including right of way, design-build, and operation of the toll facility.

Recommendations B thru E:

In July 2016, the Board authorized the release of the RFP to seek proposals for the I-10 Contract 1 PCM consultant services contract. On July 6, 2016, RFP 16-1001530 was released and published on SANBAG's website with electronic notifications sent to approximately 815 consultant representatives, generating 107 RFP downloads from the Planet Bids website. Staff held a non-mandatory pre-proposal conference on July 13, 2016, with approximately 32 people in attendance representing 27 separate firms. Addendum No. 1 was issued on July 18, 2016, providing items from the pre-proposal meeting along with some revisions in the scope of work. On August 8, 2016, the second addendum was issued requiring additional documents due at the interview. On August 24, 2016, a third addendum was issued with additional changes to the scope of work.

On August 31, 2016, two proposals were received, one from HNTB Corporation (HNTB) and the other from WSP/Parsons Brinckerhoff. Staff reviewed both proposals and determined the submittals to be complete and responsive to the RFP. An evaluation committee panel was arranged consisting of key representatives from SBCTA, Department of Transportation (Caltrans District and Headquarters), and Riverside County Transportation Commission. The proposals were evaluated based on the following evaluation criteria:

- Qualifications of the Firm and Past Experience
- Staffing and Project Organization
- Project Approach and Work Plan

The evaluation criteria are consistent with other similar procurements. A shortlist meeting was held by the evaluation panel on September 15, 2016, which scored and ranked both teams based on the proposal submittals and evaluation criteria. On September 22, 2016, both firms were interviewed and based on the final scores comprised of 40% from the proposals and 60% from the interviews, staff is recommending that the Board award Contract No. 16-1001530 to HNTB. According to the evaluation panel, HNTB was scored higher than the other firm based on the following factors:

- Experience with complex design-build delivery projects
- Specific express lane experience including toll system implementation
- Overall availability to this project
- Cohesiveness and professional qualities of key personnel on the project team

Subsequent to issuance of the Notice of Intent to Award to HNTB, staff began review of the price proposal and negotiated the cost for the required PCM services anticipated to deliver the I-10 Contract 1 project. In June 2016, a preliminary Independent Cost Estimate (ICE) was prepared for the project estimated at \$30 million which was used to compare with the selected consultant's scope of work and level of effort. After release of the RFP in July 2016, staff reviewed the PCM's scope of work taking into account Caltrans scope of work during the construction phase as required by AB401. The review determined that the PCM level of effort to manage the dual design build procurements, design quality audit process, utility relocations, right of way, toll system and quality management system, was above the preliminary estimate approaching \$39 million.

After much deliberation with HNTB on the scope and level effort, staff came to terms with HNTB for a contract amount of \$40 million. Therefore, staff is recommending that the Board

award Contract No. 16-1001530 to HNTB, for an amount not to exceed \$40,000,000. Staff is also recommending a contingency amount of \$5,000,000 for unforeseen issues that may arise throughout the delivery of the project and requests that the Board delegate authority to the SBCTA Executive Director or designee to release contingency as needed.

Contract No. 16-1001530 will be funded with federal STP funds and a request for authorization will be needed to obligate the federal funds for use. The federal fund authorization process could take up to two to three months as staff anticipates federal authorization in late February or early March 2017. Staff is recommending that the Board authorize the Executive Director to execute Contract No. 16-1001530 subject to federal authorization for use of federal funds and after receipt of the Caltrans Conformance Letter and correction of any deficiencies noted therein, as required by the Caltrans Local Assistance Procedures Manual.

Since there will be an approximate two to three month lag for the federal authorization process and completion of Caltrans audits, staff recommends to immediately issue a purchase order allowing the selected firm to begin work as soon as possible in order to begin project start up and preliminary activities to expedite delivery of this project. As such, a purchase order of a not to exceed amount of \$3,000,000 which would be funded with Measure I Freeway funds is being recommended which will be charged toward the total HNTB contract amount. Hence, once federal fund authorization is obtained and Contract No. 16-1001530 is fully executed, the actual purchase order expenditure amount will be deducted from the total HNTB contract amount of \$40,000,000 and the not-to-exceed amount will be adjusted accordingly.

Recommendations F and G:

This is an amendment to an existing contract. In 2007, the Board approved a contract with Parsons Transportation Group (PTG) to initiate the preliminary engineering and environmental document (PA/ED) work for the I-10 Corridor. With the completion of the toll feasibility studies in 2011, the Board directed staff to amend the scope of the I-10 Corridor project to incorporate an Express Lane Alternative within the environmental document. In December 2014, the contract was amended to complete additional preliminary engineering and environmental work required to study the project alternatives and incorporate changes in State and Federal guidelines, including the formal 5-step environmental review process. The public circulation period is now complete and the current work is progressing toward environmental approval in the summer 2017.

During the development of the design-build package and development of the PCM scope of work, an opportunity was identified for schedule and financial efficiencies. Rather than having the PCM embark on these activities having no prior project history, it was recognized that PTG could efficiently complete these specific tasks immediately. The accelerated completion of these tasks will support RFP development, reduce potential risks and help secure more favorable construction bids. These particular scope of work items will not be included in the PCM team responsibilities. A summary of these additional tasks and costs required for the I-10 Contract 1 design-build project include:

1. Advanced Structures Design, Type Selection and RFP Support (\$540,000), and
2. Environmental Permit Applications and Coordination (\$110,000), and
3. Advanced Geotechnical Investigation and Metropolitan Water District (MWD) Mitigation Plan (\$468,000), and

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4. Right-of-way mapping activities (\$208,000), and
5. Advanced Utility Investigation, Potholing and Coordination (\$224,000).

Extensive I-10 corridor experience and knowledge of the PTG team renders this option as the most efficient manner for these tasks to be completed. In order to accommodate this, a contract amendment is required for these additional activities. Completion of these tasks will reduce potential design-build risks, support RFP development, allow early start for the lengthy environmental permit process, and advance the right of way mapping in preparation of appraisal activities to begin immediately upon environmental document approval.

Staff has worked with both Caltrans and PTG to develop a detailed scope of work and to plan the completion of this work concurrent with the I-10 PCM work plan. Staff prepared an independent estimate for these tasks and reviewed them with PTG to ensure that an appropriate level of effort and budget is developed for this amendment. Considering the remaining contingency of \$585,382.62 which may be utilized to compensate a portion of these additional tasks which total \$1,550,000, a net contract amendment of \$809,617.38 is recommended for approval. Staff recommends an additional contingency of \$155,000 for any unforeseen events through the remainder of the contract.

Staff is recommending approval of the seven recommendations.

Financial Impact:

This item is consistent with the adopted SANBAG Fiscal Year 2016/2017 budget under Task No. 0823/0825. The funding source is Measure I Valley Freeway Funds and STP Federal Funds.

Reviewed By:

This item is not scheduled for review by any other policy committee or technical advisory committee. AUTHORITY General Counsel and Procurement Manager have reviewed this item and draft Caltrans agreement.

Responsible Staff:

Chad Costello, Project Manager

Approved
Board of Directors Metro Valley Study Session
Date: November 10, 2016

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 17-1001590 Amendment No.: _____ Vendor No.: 00456
 Vendor/Customer Name: Caltrans Sole Source? Yes No
 Description: I-10 Corridor Preliminary Engineering (PE) Cooperative Agreement
 Start Date: 10/05/2016 Expiration Date: 12/31/2018 Revised Expiration Date: (placeholder; no expiration date)
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: C08112, 16-1001530

Dollar Amount			
Original Contract	\$ 400,000.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	
Current Amendment	\$ -	Contingency Amendment	
TOTAL CONTRACT VALUE	\$ 400,000.00	TOTAL CONTINGENCY VALUE	
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 400,000.00

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 10/05/2016
 Board of Directors Action: Approve Coop Agreement

Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: _____ Type: Capital PAA Other
 Retention: % Maximum Retention: \$ _____
 Services: Construction Intrgrnt/MOU/COOP A & E Services Other Professional Services
 Disadvantaged Business Enterprise (DBE) Goal _____ %

Contract Management: Receivable

E-76 and/or CTC Date _____ (Attach Copy) Program Supplement No.: _____
 Finance Letter Reversion Date: _____ EA No.: _____

All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes

Additional Information

Project Manager: Chad Costello

Attachment: CSS-I-10 17-1001590 [Revision 1] (2013 : Interstate 10 Corridor Contract 1)

08-SBD-10-PM 0.0/13.0
 07-LA-10 PM 44.9/48.3
 EA: 0C2510
 AGREEMENT 08-1636
 Project Number 0816000076

**COOPERATIVE AGREEMENT
 FOR PRELIMINARY ENGINEERING WORK FOR THE
 INTERSTATE 10 PROJECT-CONTRACT 1**

This AGREEMENT, entered into effective on _____, 2016, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as “STATE,” and the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, referred to herein as “SBCTA.”

RECITALS

1. STATE and SBCTA (collectively referred to as “PARTIES” and each singularly referred to as “PARTY”), pursuant to Streets and Highways Code section 114 and 130, are authorized to enter into a Cooperative Agreement for potential improvements to the State Highway System (SHS) within the County of San Bernardino.
2. The PARTIES hereto entered into an Agreement No. 1374 on December 19, 2007, said Agreement defining the terms and conditions, and roles and responsibilities for CEQA and NEPA. This agreement and the subsequent amendments to this agreement include completing the PA&ED and the scope of work to be included in the PA&ED.
3. STATE is a public agency authorized under sections 90, 91.2, 100.1, 116 and 143 of the Streets and Highways Code; section 14030 of the Government Code as well as section 6820 *et. seq.* of the Public Contract Code to take steps to relieve congestion on California transportation systems, including the Interstate 10 (I-10) corridor in the County of San Bernardino, through DESIGN-BUILD delivery.
4. SBCTA is a public agency authorized under sections 130050, 130057, and 130220 of the Public Utilities Code as well as section 6820, *et seq.* of the Public Contract Code to take steps to relieve congestion on California transportation systems, including the I-10 corridor in the County of San Bernardino through DESIGN-BUILD delivery and falls within the definition of a “regional transportation agency” authorized to utilize DESIGN-BUILD under section 6820 *et seq.* of the Public Contract Code. STATE and SBCTA agree that DESIGN-BUILD is the method of procurement to be used for implementation of the PROJECT.
5. SBCTA, as part of its role in planning and developing regional transportation facilities and in order to bring about the earliest completion of studies, design, and potential construction of the PROJECT, has determined that the PROJECT, if constructed, will be implemented using the DESIGN-BUILD approach in accordance with section 6820, *et seq.* of the Public Contract

Code. STATE and SBCTA agree that the PROJECT is included in the class of DESIGN-BUILD projects identified in Public Contract Code section 6821(b) as the DESIGN-BUILD procurement method is a key component of making the project viable from a financial perspective by providing for schedule acceleration, innovation, risk transfer, cost certainty and other anticipated benefits.

6. The PROJECT to be covered under this AGREEMENT is intended to include two express lanes in each direction on the I-10 corridor from 0.4 miles west of White Avenue overcrossing to 0.2 miles west of Cherry Avenue overcrossing, based on the preferred alternative selected by the project development team in June 2016. STATE and SBCTA acknowledge that the preferred alternative is contingent upon the approval of the PROJECT as part of the PA&ED process covered under the Agreement Nos. 8-1374, 8-1374 A/1 and 8-1374 A/2. Nothing in this AGREEMENT is intended to commit SBCTA or STATE to completing the PROJECT. Instead, this AGREEMENT is intended to recite the financial OBLIGATIONS and other responsibilities of the respective PARTIES.
7. This AGREEMENT is intended to include all the procurement activities occurring prior to PA&ED for the DESIGN-BUILD portion of the PROJECT. These activities consist of the following: Preparing the REQUEST FOR QUALIFICATIONS (RFQ), Issuing RFQ, Shortlisting Proposers, Preparing draft RFP and Issuing draft RFP. The procurement activities will be conducted by SBCTA, at its own expense.
8. All PROCUREMENT activities occurring after PA&ED and consisting of Preparing final RFP, Issuing final RFP and Awarding Design-Build Contract shall only be performed after PA&ED. Under DESIGN-BUILD, both the final design and construction of a project are procured from a single entity.
9. STATE and SBCTA will define the terms and conditions under which PROJECT is to be developed, designed, and constructed consistent with STATE's technical and legal standards, policies and procedures for implementation of DESIGN-BUILD projects on the SHS, as the same may be modified by the PARTIES, and such standards, and modifications thereto, will be reflected in the CONTRACT DOCUMENTS.
10. For the purposes of this AGREEMENT the PROCUREMENT activities and limited preliminary engineering work included as supporting documents for the RFP will be performed under the term PRELIMINARY ENGINEERING.
11. STATE and SBCTA desire to provide efficient and cost-effective implementation of PROJECT, and will mutually establish PROJECT timelines and schedules related to review and/or concurrence with and/or approval of PROJECT submittals and documents by STATE. Such timelines, schedules, submittal requirements and standards for review by STATE will be reflected in the CONTRACT DOCUMENTS. STATE, in carrying out its role under this AGREEMENT, agrees, as further set forth herein, that it will be required to provide its review, comments, non-concurrence, concurrence and/or approval of PROJECT submittals and documents in a timely manner, in accordance with agreed upon PROJECT timelines and schedules.

12. SBCTA will, pursuant to the legislative authority cited above, advertise, award, and administer the DESIGN-BUILD contract. STATE shall not be considered to be in privity with the DESIGN-BUILDER and the CONTRACT DOCUMENTS shall reflect the fact that no contractual relationship is to be created between the DESIGN-BUILDER and the STATE.
13. The Surface Transportation Program (STP) will be used to fund a portion of the PRELIMINARY ENGINEERING for PROJECT to be matched with toll credits.
14. SBCTA is willing to fund one hundred percent (100%) of all support costs of PRELIMINARY ENGINEERING for PROJECT.
15. SBCTA desires to contribute \$100,000 Measure I funds and \$300,000 of the STP funds referred herein as "MATCH FUNDS."
16. Pursuant to Public Contract Code section 6821(b), the PARTIES desire to enter into this AGREEMENT setting forth the roles and responsibilities of the PARTIES as they relate to the design and construction of the PROJECT.
17. STATE recognizes that SBCTA has, prior to the effective date of this AGREEMENT, selected and retained certain consultants to work on the PROJECT.
18. SBCTA is the only SPONSOR for PROJECT and agrees to fund PROJECT costs, as summarized in EXHIBIT A, and as further set forth herein.
19. The terms of this AGREEMENT shall supersede any inconsistent terms of any prior Memorandum of Understanding (MOU) or agreement relating to PROJECT.
20. PROJECT's other phases, right of way and Design-Build will be the subject of a separate future agreement or agreements.
21. The PARTIES now define herein below the terms and conditions under which PROJECT is to be developed and financed.

DEFINITIONS

22. **COMPLETION OF WORK** – As used herein, the term "COMPLETION OF WORK," shall mean that the PARTIES have met all scope, cost, and schedule commitments included in this AGREEMENT and have signed a COOPERATIVE AGREEMENT CLOSURE STATEMENT.
23. **CONTRACT DOCUMENTS** – As used herein, the term "CONTRACT DOCUMENTS" shall mean and refer to the set of contractually binding documents between SBCTA and its DESIGN-BUILDER, as approved by STATE and Federal Highway Administration (FHWA).
24. **COOPERATIVE AGREEMENT CLOSURE STATEMENT** – As used herein, the term "COOPERATIVE AGREEMENT CLOSURE STATEMENT" shall mean and refer to the document that verifies the completion of all scope, cost, and schedule commitments included in this AGREEMENT.

25. **DESIGN-BUILD** - As used herein, the term “DESIGN-BUILD” shall mean and refer to a procurement process in which both the final design and construction of a project are procured from a single entity.
26. **DESIGN-BUILDER** - The preferred proposer (or single purpose entity, if any,) chosen by SBCTA as having the Best Value Proposal and who thereafter executes the contract with SBCTA to deliver the final design and construction for PROJECT.
27. **ENVIRONMENTAL DOCUMENTS** – As used herein, the term “ENVIRONMENTAL DOCUMENTS” shall mean and refer to the final, Environmental Impact Report/Environmental Impact Statement for the PROJECT, any related Mitigation Monitoring and Reporting Program and all supporting environmental documentation.
28. **FHWA STANDARDS** – As used herein, the term “FHWA STANDARDS” shall mean and refer to FHWA manuals, technical memoranda, standards, guidelines, and modifications to such standards, and which are in effect 60 days prior to the proposal submission deadline.
29. **HM-1** – As used herein, the term “HM-1” shall mean and refer to hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law whether it is disturbed by PROJECT or not.
30. **HM-2** – As used herein, the term “HM-2” shall mean and refer to hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by PROJECT.
31. **HM MANAGEMENT ACTIVITIES** – Management activities related to either HM-1 or HM-2 including, without limitation, any necessary manifest requirements and disposal facility designations.
32. **OBLIGATIONS** – All responsibilities included in this AGREEMENT.
33. **PROCUREMENT - Activities for the DESIGN-BUILD portion of PROJECT including Prepare REQUEST FOR QUALIFICATIONS (RFQ), Issue RFQ, Shortlist Proposers, Prepare draft Request for Proposal (RFP), Issue draft RFP, Prepare final RFP, Issue final RFP and Award Design-Build Contract.**
34. **PROJECT** – As used herein, the term “PROJECT” shall mean construction of two express lanes in each direction on the I-10 corridor from 0.4 miles west of White Avenue overcrossing to 0.2 miles west of Cherry Avenue overcrossing.
35. **QUALITY MANAGEMENT PLAN** - As used herein, the “QUALITY MANAGEMENT PLAN” shall mean and refer to the plan prepared by the DESIGN-BUILDER, which is submitted to SBCTA for approval, and to STATE for concurrence. The QUALITY MANAGEMENT PLAN shall establish the DESIGN-BUILDER’s procedures for quality control and quality assurance.
36. **REQUEST FOR PROPOSALS or RFP** - As used herein, the term “REQUEST FOR PROPOSALS” or “RFP” shall mean and refer to the Request for Proposals, and all associated

documents, issued by SBCTA for the PROCUREMENT of the DESIGN-BUILDER for the PROJECT.

37. **REQUEST FOR QUALIFICATIONS or RFQ** – As used herein, the term “REQUEST FOR QUALIFICATIONS” or “RFQ” shall mean and refer to the Request for Qualifications, and all associated documents, issued by SBCTA for the short-listing of the proposers for PROJECT.
38. **STATE OVERSIGHT** – As used herein, the term “STATE OVERSIGHT” shall mean and refer to activities performed by STATE, at STATE’s sole discretion, to assure and verify, as needed, PROJECT implementation by SBCTA is compliant with applicable standards, laws, regulations, and policies provided for under this AGREEMENT, as the same may be modified by the CONTRACT DOCUMENTS, and which shall be performed at STATE’s sole cost and expense. It is understood and agreed that STATE OVERSIGHT activities are for the benefit of STATE, as the owner and operator of the State Highway System only, and shall not constitute acceptance, approval or ratification of any work or process. STATE OVERSIGHT does not include any REIMBURSED WORK.
39. **STATE STANDARDS** – As used herein, the term “STATE STANDARDS” shall mean and refer to those STATE documents which are in effect 60 days prior to the proposal submission deadline, including, as applicable, the FHWA STANDARDS; the version of the Standard Specifications referenced in the CONTRACT DOCUMENTS; Standard Plans; the guidance provided in the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>; STATE manuals (including but not limited to the Right of Way Manual, Construction Manual, Highway Design Manual, California Manual on Uniform Transportation Control Devices, etc.); technical memoranda; standards; guidelines; and modifications to such standards that are set forth in or expressly incorporated into the CONTRACT DOCUMENTS.

SECTION I

SBCTA AGREES:

40. To be responsible for one hundred percent (100%) of all PRELIMINARY ENGINEERING at SBCTA’s expense estimated to be \$20,100,000 as shown on EXHIBIT A, attached to and made a part of this AGREEMENT. SBCTA shall reimburse STATE the actual cost of REIMBURSED WORK up to the maximum amount shown on EXHIBIT B. If it becomes necessary for an increase in funding for PRELIMINARY ENGINEERING, said increase will be paid in full by SBCTA using local funds.
41. To account for all PROJECT costs to be paid for by SBCTA pursuant to this AGREEMENT.
42. To program, or cause to be programmed, all PROJECT funding in the appropriate Federal Transportation Improvement Program (FTIP), and Surface Transportation Program (STP) documents, and to process all programming amendments thereto which may be required for any PROJECT funding changes.
43. In the event changes to the FUNDS are necessary, to promptly notify STATE to determine if an amendment to this AGREEMENT should be executed to reflect said changes.

44. To deposit with STATE within twenty-five (25) days of receipt of billing therefore, which billing will be forwarded immediately following execution of this AGREEMENT, the amount of \$50,000 representing one (1) month of the estimated REIMBURSED WORK as show on EXHIBIT B from SBCTA's MATCH FUNDS for PROJECT. Thereafter, to make payment to STATE within thirty (30) days of receiving the invoice for the prior month's actual expenses. If it becomes necessary for an increase in PROJECT funding, SBCTA will promptly notify STATE to determine if an amendment to this AGREEMENT should be executed to reflect said changes.
45. To compensate STATE for all REIMBURSED WORK performed for PROJECT as of the effective date of this AGREEMENT. SBCTA may perform DESIGN-BUILD procurement work, and STATE approved early right-of-way acquisition, at SBCTA's sole risk and cost prior to completion of review under CEQA and NEPA and approval of the proposed PROJECT.
46. As ratified by adoption of Streets and Highways Code section 149.8, and California Public Contract Code section 6820, et seq., to utilize the DESIGN-BUILD method of procurement for implementation of PROJECT; to carry out PROJECT with SBCTA forces, consultants, and contractors; to define and implement the PROJECT in accordance with the ENVIRONMENTAL DOCUMENTS, and all applicable Federal, State, and local laws, rules, and regulations as well as in accordance with STATE STANDARDS, except as the same may be modified in the approved CONTRACT DOCUMENTS; and to coordinate with STATE during development of the CONTRACT DOCUMENTS, affording STATE the opportunity to review, comment and, approve the CONTRACT DOCUMENTS in accordance with the terms of this AGREEMENT.
47. To provide the REQUEST FOR QUALIFICATIONS to STATE for STATE's timely review and concurrence, and the REQUEST FOR PROPOSAL for PROJECT to STATE for STATE's timely review and approval prior to issuance by SBCTA, and as further specified in Section II.
48. At the request of STATE, to consider discontinuing the services of any personnel considered by STATE to be unqualified based on credentials, professional expertise, or failure to perform in accordance with their scope of work and/or other pertinent criteria.
49. As the ultimate owner of the facility, to name STATE as the intended third party beneficiary in the CONTRACT DOCUMENTS. The CONTRACT DOCUMENTS will include a provision granting STATE, in addition to SBCTA, the right to pursue all legal remedies against the DESIGN-BUILDER for any "latent deficiency" pursuant to California Code of Civil Procedure section 337.15 (b), and shall amend any contrary provision contained in the STATE STANDARDS.
50. To require the DESIGN-BUILDER to maintain professional liability insurance through completion of construction of PROJECT and the resolution of all construction contract claims and/or litigation, with a limit of liability as set forth in the CONTRACT DOCUMENTS. DESIGN-BUILDER shall maintain in force, until completion and acceptance of all phase or elements of the DESIGN-BUILD contract for PROJECT, a policy of Contractual Liability Insurance, including coverage for Bodily Injury Liability and Property Damage Liability, with coverage that at a minimum meets the requirements set forth in the CONTRACT DOCUMENTS. Such policy shall contain an endorsement naming the State of California, its

officers, agents, and employees as additional first-party insureds. Coverage shall be evidenced by a Certificate of Insurance, Policy of Insurance and a Declarations Page in a form satisfactory to STATE, all of which shall be delivered to STATE before the issuance of an encroachment permit to SBCTA's DESIGN-BUILDER or any other consultant or agent of SBCTA.

51. If required by FHWA, to prepare and submit FHWA "Major Project Deliverables" in accordance with FHWA guidelines.
52. To retain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred by SBCTA, including support data for cost proposals (to the extent received from contractors), and make such materials available at the respective offices of SBCTA and its consultants and contractors at all reasonable times during the contract period and for three years from the date of COMPLETION OF WORK or Federal Final Voucher, whichever is later. STATE or FHWA shall have access to any books, records, and documents of SBCTA that are pertinent to this AGREEMENT for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
53. To furnish STATE, prior to commencing work on DESIGN-BUILD activities, a proposed time schedule to complete PROJECT.
54. To have the release for construction design documents and drawings of structural, mechanical, electrical, civil, architectural, or other engineering features of PROJECT prepared by or under the direction of engineers or architects registered and licensed accordance with the most current version of the State of California, Professional Engineers Act at the time. Any reports, specifications, and each sheet of plans shall bear the professional seal, certificate number, registration classification, expiration date of certificate, and signature of the professional engineer responsible for their preparation.
55. To not specify any materials or equipment of single or sole source origin in the design of PROJECT unless SBCTA complies with the requirements set forth in Public Contract Code section 3400(c).
56. To develop and advertise the DESIGN-BUILD contract for PROJECT provided that CONTRACT DOCUMENTS will be developed by SBCTA in compliance with SBCTA's regulatory and statutory procurement and contracting authority for DESIGN-BUILD procurements on SHS, including Public Contract Code Section 6820, et. seq. If the work performed on PROJECT is done under contract and falls within the Labor Code section 1720(a)(1) definition of "public work" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771, SBCTA must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. SBCTA agrees to include prevailing wage requirements in its contracts for public work. Work performed by SBCTA's own forces is exempt from the Labor Code's Prevailing Wage requirements.

SBCTA shall require its contractors to include prevailing wage requirements in accordance with the CONTRACT DOCUMENTS in all subcontracts funded by this AGREEMENT when the work to be performed by the subcontractor is a "public work" as defined in Labor Code

section 1720(a)(1) and Labor Code section 1771. Subcontracts shall include all applicable prevailing wage requirements. SBCTA shall obtain applicable wage rates from the State Department of Industrial Relations.

57. To apply for and obtain encroachment permits for required work within SHS right-of-way in accordance with STATE standard permit procedures. Contractors and/or agents will not perform work within SHS right-of-way without an encroachment permit issued in their name. To obtain all other permits and approvals, including local agency and regulatory agency permits and approval documentation for construction of PROJECT. In the event that railroads are involved, SBCTA will coordinate with the railroad and the California Public Utilities Commission to obtain needed approvals. Copies of all permits obtained for PROJECT shall be submitted to STATE. The Quality Management Plan to be prepared by the DESIGN-BUILDER is to be submitted to STATE for review and approval prior to issuance of encroachment permits for construction, in accordance with the CONTRACT DOCUMENTS.
58. That in recognition that PROJECT construction work done on STATE property will not be directly funded and paid by STATE, for the purpose of protecting stop notice claimants and the interests of STATE relative to the successful completion of PROJECT, SBCTA shall require the DESIGN-BUILDER to furnish both a payment and performance bond, issued by a California admitted surety naming SBCTA as obligee with both bonds complying with the requirements of applicable laws and in the form provided in the CONTRACT DOCUMENTS, or other security approved in writing by STATE. SBCTA shall defend, indemnify, and hold harmless STATE and all its officers and employees from all claims by stop notice claimants related to the construction of PROJECT under the payment bond or otherwise.
59. That all survey work shall conform to the methods, procedures, and requirements of Caltrans Surveys Manual and Caltrans Staking Information Booklet, except as the same may be modified in the CONTRACT DOCUMENTS. SBCTA agrees to use primary horizontal and vertical survey control information provided by STATE in developing the survey control for PROJECT.
60. To submit for STATE approval, a draft Transportation Management Plan (TMP) for PROJECT, which shall comply with the STATE TMP guidelines. Final TMP will be prepared by the DESIGN-BUILDER during PROJECT design. SBCTA shall provide the final TMP to STATE for review and approval in accordance with the CONTRACT DOCUMENTS and PROJECT timelines and schedules.
61. To provide STATE personnel dedicated to the PROJECT, acceptable office space, furniture, utilities, vehicles, vehicle costs (including, but not limited to fuel, maintenance, registration, insurance, etc...), laptops, cell-phones, and any other items necessary to perform their work at no expense to STATE for the duration of PROJECT.
62. To ensure that the CONTRACT DOCUMENTS include the provisions of STATE Standard Specification 7-1.03 (2015 ed.), subject to amendments approved by STATE, to ensure that public convenience is maintained by the DESIGN-BUILDER whenever work is performed by or on behalf of SBCTA under an encroachment permit within the SHS right-of-way. SBCTA shall enforce such provisions in a reasonable manner pursuant to the procedures set forth in, and terms of, the CONTRACT DOCUMENTS.

63. To pay STATE, within thirty (30) days of receipt of STATE's billing, the actual cost invoiced for the REIMBURSED WORK.

SECTION II

STATE AGREES:

64. To provide REIMBURSED WORK as requested by SBCTA for the PRELIMINARY ENGINEERING, provide all work incidental thereto at one hundred percent (100%) SBCTA's expense estimated to be \$400,000 as shown on EXHIBIT B, attached to and made a part of this AGREEMENT. If it becomes necessary for an increase in funding for REIMBURSED WORK for the PRELIMINARY ENGINEERING, said increase will be paid in full by SBCTA using local funds
65. Upon proper application by SBCTA and by SBCTA's consultants, to issue, at no cost to SBCTA and SBCTA's consultants, the necessary, encroachment permits for required work within the SHS right of way as more specifically defined elsewhere in this AGREEMENT.
66. To be the agency responsible for timely performing the REIMBURSED WORK identified in EXHIBIT B. STATE shall notify SBCTA in writing prior to commencing performance of any REIMBURSED WORK for which it feels exceeds or is not consistent with the mutually agreed upon staff plan.
67. To provide additional work and services not included herein as requested in writing by SBCTA and agreed to in writing by STATE followed by an amendment to EXHIBIT B.
68. To timely, in accordance with the schedule agreed upon by the PARTIES, provide its review and concurrence of the REQUEST FOR QUALIFICATION and the review and approval of the REQUEST FOR PROPOSAL for PROJECT prior to issuance by SBCTA.
69. To participate, through the review of procurement documents and involvement in the evaluation process, in the selection of the DESIGN-BUILDER, and the project and construction manager. SBCTA and STATE shall mutually identify any other PROJECT related contracts that are appropriate for participation by STATE in the evaluation and selection process. Although not required to participate, STATE shall timely notify SBCTA if STATE desires to participate in any such identified procurements or evaluations.
70. To provide additional REIMBURSED WORK not included herein as requested in writing by the SBCTA and agreed to by STATE in writing. If such additional REIMBURSED WORK is required, the PARTIES will negotiate and execute an addendum to this AGREEMENT.
71. To provide STATE OVERSIGHT of the PROJECT work performed by SBCTA, at STATE's sole cost and expense.
72. To refer SBCTA to all necessary regulations, policies, procedures, manuals, standard plans and specifications, and other standards required for the administration of PROJECT.

73. To participate in the selection and approval of SBCTA's consultants and contractors who will perform PROJECT. STATE recognizes that SBCTA has, prior to the effective date of this AGREEMENT, selected and retained certain consultants to work on PROJECT.
74. Upon SBCTA written request, and subject to reimbursement by SBCTA, make reasonable efforts to engage additional staff or consultants for PROJECT who may be available, as needed, to perform any PROJECT work or services as necessary, as further specified in this AGREEMENT.
75. To participate in the development of and to approve, if appropriate, the technical requirements, including environmental requirements, of the final RFP before the release of those requirements in the final RFP to the proposers.
76. To work with SBCTA with the goal that all applicable State and Federal rules and regulations are followed and approvals obtained. Exceptions to applicable STATE STANDARDS needed for DESIGN-BUILD procurement are to be approved in the sole discretion of STATE, and such approval shall be in writing. Incorporation of such approved exceptions into the CONTRACT DOCUMENTS shall satisfy the foregoing requirement.
77. Upon completion of PROJECT to furnish SBCTA with a detailed final accounting of the REIMBURSED WORK. Based on the final accounting, STATE will refund or invoice as necessary in order to satisfy the financial OBLIGATIONS of this AGREEMENT.
78. To retain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred by STATE and make such materials available at the respective offices of STATE and its consultants and contractors at all reasonable times during the contract period and for three years from the date of COMPLETION OF WORK or Federal Final Voucher, whichever is later. Upon request, STATE agrees to provide copies of any books, records, and documents that are pertinent to this AGREEMENT.
79. To provide primary horizontal and vertical survey control information for use in developing the survey control for PROJECT.
80. To submit to SBCTA monthly invoices based on the prior month's actual expenditures.
81. After PARTIES agree that all REIMBURSED WORK is complete, to submit a final accounting for all costs. Based on the final accounting, STATE will refund or invoice as necessary in order to satisfy the financial commitments of this AGREEMENT.
82. STATE may encumber FUNDS, as shown on EXHIBIT A, toward PROJECT.
83. To submit to SBCTA, an invoice for a deposit in the amount of \$50,000 immediately following execution of this AGREEMENT. Said deposit represents one (1) month of the estimated for REIMBURSED WORK for the PRELIMINARY ENGINEERING cost, from the MATCH FUNDS for PROJECT. Thereafter, STATE shall prepare and submit to SBCTA in arrears, monthly billing statements for SBCTA's share from the MATCH FUNDS of the actual expenditures for the REIMBURSED WORK for the PRELIMINARY ENGINEERING costs.

84. To obtain SBCTA's approval should additional available FUNDS and/or MATCH FUNDS be required and become available for PROJECT.
85. To submit a monthly progress report to SBCTA which describes the REIMBURSED WORK for the PRELIMINARY ENGINEERING performed and completed during the reporting period with pertinent data such as expenditures and percentage progress achieved to date, all in accordance with STATE's standard accounting practices.
86. To process all Federal authorizations, State allocations, and/or State applications for funds on behalf of SBCTA, as applicable under Federal and State law, for the contribution of FUNDS and MATCH FUNDS toward PROJECT.

SECTION III

IT IS MUTUALLY AGREED:

87. STATE's expenditure of FUNDS and/or MATCH FUNDS under the sole control of SBCTA is subject to the earlier programming and appropriation of those funds by SBCTA, which acts will not be unreasonably delayed by SBCTA.
88. PROCUREMENT activities that will take place prior to PA&ED approval will include Prepare RFQ, Issue RFQ, Shortlist Proposers, Prepare draft RFP, Issue draft RFP, and Prepare final RFP. All other PROCUREMENT activities, Issue final RFP and Award Design-Build Contract shall only be performed after PA&ED approval.
89. That Issue RFP and Award Design-Build Contract will not occur until a subsequent agreement or agreements covering Design-Build and right of way phases have been executed.
90. That the RFQ solicitation portion of PROCUREMENT shall inform the proposers of the general status of the CEQA and NEPA process. PARTIES agree that FHWA's NEPA process established for design-build projects shall be followed (23 CFR 636, et. seq. and 23 CFR 771, et. seq.). Further, performance of Prepare RFQ, Issue RFQ and Prepare RFP portion of PROCUREMENT shall not interfere with the CEQA and NEPA process or be performed in a manner that forecloses alternatives or mitigation measures that would ordinarily be part of the CEQA and NEPA review process.
91. That no final design activities shall occur prior to completion of the CEQA and NEPA process.
92. To enter into a separate agreement or an amendment to this AGREEMENT when funds other than FUNDS and/or MATCH FUNDS that are under the direct control of SBCTA are to be contributed toward PROJECT.
93. In the event of a PRELIMINARY ENGINEERING cost overrun, STATE and SBCTA will work cooperatively to identify an acceptable course of action. Additional costs and

responsibilities for any required actions that exceed the PRELIMINARY ENGINEERING budgeted costs shall be covered by an amendment to this AGREEMENT.

94. All administrative reports, studies, materials, and documentation, including, but not limited to, all administrative drafts and administrative finals, relied upon, produced, created or utilized for PROJECT will be held in confidence pursuant to Government Code section 6254.5(e). The PARTIES agree that said material will not be distributed, released or shared with any other organization, person or group other than the PARTIES' employees, agents and consultants whose work requires that access without the prior written approval of the PARTY with the authority to authorize said release and except as required or authorized by statute or pursuant to the terms of this AGREEMENT.

95. The PARTY that discovers hazardous material (HM) will immediately notify the other PARTY to this AGREEMENT.

HM-1 is defined as hazardous material (including but not limited to hazardous waste) that requires removal and disposal pursuant to federal or state law, whether it is disturbed by PROJECT or not.

HM-2 is defined as hazardous material (including but not limited to hazardous waste) that may require removal and disposal pursuant to federal or state law, only if disturbed by PROJECT.

96. STATE, independent of PROJECT, is responsible for any HM-1 found within existing SHS right of way. STATE will undertake HM-1 management activities with minimum impact to PROJECT schedule and will pay all costs associated with HM-1 management activities.

STATE, has no responsibility for management activities or costs associated with HM-1 found outside the existing SHS right of way. SBCTA, independent of PROJECT, is responsible for any HM-1 found within PROJECT limits outside existing SHS right of way. SBCTA will undertake, or cause to be undertaken, HM-1 management activities with minimum impact to PROJECT schedule, and SBCTA will pay, or cause to be paid, all costs associated with HM-1 management activities.

97. If HM-2 is found within the limits of PROJECT, the public agency responsible for advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM-2 management activities.

Any management activity cost associated with HM-2 is a PROJECT construction cost.

98. Management activities associated with either HM-1 or HM-2 include, without limitation, any necessary manifest requirements and designation of disposal facility.

99. A separate Agreement or agreements will be required to cover responsibilities and funding for the right of way and DESIGN-BUILD phases of PROJECT.

100. STATE invoices for support costs including all direct and applicable indirect costs. Applicable indirect costs are determined by the type of funds being used to pay for support. State and federal funds are subject to the Program Functional Rate. Local funds (Measure money, developer fees, special assessments, etc.) are subject to the Program Functional Rate and the

Administration Rate. STATE establishes the Program Functional Rate and the Administration Rate annually according to State and Federal regulations.

101. SBCTA will follow applicable state and federal policies and procedures during the Procurement Process for the PROCUREMENT consultant(s) and the STATE will be involved in the selection process.
102. STATE and SBCTA desire to implement a collaborative approach for the development of PROJECT, using the resources of both agencies to expedite the process and agree to implement all the provisions of California Public Contract Code section 6820, et. seq. and Streets and Highways Code section 91.2.
103. STATE and SBCTA recognize that applicable STATE STANDARDS and other standards may be in conflict with a DESIGN-BUILD procurement and project delivery method. SBCTA shall coordinate with STATE during development of the CONTRACT DOCUMENTS, and STATE shall be afforded the opportunity to review, comment and approve the CONTRACT DOCUMENTS during the development of the RFP in accordance with the terms of this AGREEMENT. Once approved by STATE, the CONTRACT DOCUMENTS shall control the design and construction of the PROJECT and any deviations to the applicable STATE STANDARDS and other standards that are set forth in the CONTRACT DOCUMENTS shall be deemed approved by STATE.
104. That SBCTA has the right and authority, in accordance with 23 CFR 636.109 and as allowed in the amended (August 14, 2007) FHWA regulations for DESIGN-BUILD contracting, Section 1503 of the “Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users” (SAFETEA-LU), and as modified by the federal Moving Ahead for Progress in the 21st Century Act (MAP-21) legislation, to issue the Request for Qualifications (RFQ) and RFP prior to completion of the NEPA process. The release of the RFP prior to NEPA approval shall be subject to the following limitations as outlined in the FHWA regulations:
 - a) Issue an RFP prior to the conclusion of the NEPA process as long as the RFP informs proposers of the general status of the NEPA process and that no commitment will be made as to any alternative under evaluation in the NEPA process, including the no-build alternative; b) Preclude a contractor from proceeding with final design or construction before NEPA is complete, unless otherwise permitted by law.
105. Nothing within the provisions of this AGREEMENT is intended to create duties or obligations to or rights in third parties not PARTIES to this AGREEMENT or to affect the legal liability of either PARTY to the AGREEMENT by imposing any standard of care with respect to the development, design, construction, operation, or maintenance of the SHS and public facilities different from the standard of care imposed by law.
106. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by SBCTA, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority or jurisdiction conferred upon SBCTA under this AGREEMENT. It is understood and agreed that SBCTA, to the extent permitted by law, will defend, indemnify and save harmless STATE and all its officers and employees from all claims, suits or actions of every name, kind and

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description including but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by SBCTA, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

107. Neither SBCTA nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority or jurisdiction conferred upon STATE under this AGREEMENT. It is understood and agreed that, STATE, to the extent permitted by law, will defend, indemnify and save harmless SBCTA and all its officers and employees from all claims, suits or actions of every name, kind and description including but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
108. Prior to the commencement of any work pursuant to this AGREEMENT, either STATE or SBCTA may terminate this AGREEMENT by written notice to the other PARTY.
109. No alteration or variation of the terms of this AGREEMENT shall be valid unless made by a formal amendment executed by the PARTIES hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES hereto.
110. PARTIES agree to sign a COOPERATIVE AGREEMENT CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.

SIGNATURES ON FOLLOWING PAGE:

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION

APPROVED

APPROVED

By: _____
John Bulinski
District Director

By: _____
Raymond W. Wolfe, Ph.D
Executive Director

APPROVED AS TO FORM AND
PROCEDURE:

ATTEST:

By: _____
Glenn B. Mueller,
Assistant Chief Counsel

By: _____
Vicki Watson
Board Clerk

CERTIFIED AS TO FUNDS:

APPROVED AS TO FORM:

By: _____
Lisa Pacheco
District Budget Manager

By: _____
Eileen Monaghan Teichert
General Counsel

CERTIFIED AS TO FINANCIAL
TERMS AND POLICIES:

CONCURRENCE:

By: _____
Accounting Administrator

By: _____
Jeffery Hill
Procurement Manager

Attachment: Agreement 1636 DBProgram edits-101716 [Revision 2] (3013 : Interstate 10 Corridor Contract 1)

EXHIBIT A

<u>FUNDING TABLE</u> v. 2				
		<u>IMPLEMENTING AGENCY</u> →	<u>SBCTA</u>	
Source	FUNDING PARTY	Fund Type	PE SUPPORT	Totals
Federal	SBCTA	STP*	20,000,000	20,000,000
Local	SBCTA	Local	100,000	100,000
Totals			20,100,000	20,100,000

***Toll Credits of \$2,294,000 will be the Match for the STP funds**

<u>SPENDING SUMMARY</u>			
Fund Type	PE SUPPORT		Totals
	STATE	<u>SBCTA</u>	
Federal Funds			
STP*	300,000	19,700,000	20,000,000
Local Funds			
Local	100,000	0	100,000
Totals	400,000	19,700,000	20,100,000

Attachment: Agreement 1636 DBProgram edits-101716 [Revision 2] (3013 : Interstate 10 Corridor Contract 1)

EXHIBIT B REIMBURSED WORK	
Task Description	OBLIGATION Cost
Participating as a team member in Focus Meetings, providing quality assurance of selected PRELIMINARY ENGINEERING documents and PROCUREMENT documents that will be included in the RFP, Participating in reviewing the bid proposals and the DESIGN-BUILD contractor selection process	\$400,000

Contract Summary Sheet

General Contract Information

Contract No: 16-1001530 Amendment No.: _____ Vendor No.: 01022
 Vendor/Customer Name: HNTB Sole Source? Yes No
 Description: I-10 Corridor Project and Construction Management (PCM) Consultant Services
 Start Date: 12/07/2016 Expiration Date: 12/31/2023 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: C08112, 17-1001590

Dollar Amount			
Original Contract	\$ 40,000,000.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	
Current Amendment	\$ -	Contingency Amendment	
TOTAL CONTRACT VALUE	\$ 40,000,000.00	TOTAL CONTINGENCY VALUE	\$ 5,000,000.00
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 45,000,000.00

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 12/07/2016
 Board of Directors Action: Approve Coop Agreement

Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: _____ Type: Capital PAA Other
 Retention: % Maximum Retention: \$ _____
 Services: Construction Intrgrnt/MOU/COOP A & E Services Other Professional Services
 Disadvantaged Business Enterprise (DBE) Goal _____ %

Contract Management: Receivable

E-76 and/or CTC Date _____ (Attach Copy) Program Supplement No.: _____
 Finance Letter Reversion Date: _____ EA No.: _____

All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes

Additional Information

Project Manager: Chad Costello

Attachment: CSS-I-10 16-1001530 [Revision 1] (2013 : Interstate 10 Corridor Contract 1)

Attachment A

SCOPE OF WORK (SOW) – I-10 Corridor Contract One

Project Management Construction Management Consultant (“PCM” or “Consultant”)

San Bernardino County Transportation Authority (SBCTA), in partnership with the Department of Transportation (Caltrans) and Federal Highway Administration (FHWA), is seeking to procure a comprehensive PCM consultant team to assist with the implementation of San Bernardino County’s initial express lane project, the Interstate 10 (I-10) Corridor Contract 1 Express Lanes Project (Project). In general, the PCM’s role in completing this SOW for this initial project will require an inherent flexibility and cooperation that will best accommodate SBCTA, including Caltrans as a key advisor and approving agency, to successfully complete this Project as one collaborative team. The PCM management team will require unique capabilities to jointly work together with the Caltrans team, on behalf of SBCTA, to successfully manage the design, construction and implementation of the Project.

This SOW uses the terms Design Build (DB) and Toll System Provider (TSP) throughout to reflect these two primary contracts respectively (or refers to them collectively as the “Contractors”). The PCM scope of work (SOW) assumes that future work related to the planning, procurement, design, construction, installation, testing, operation, and maintenance of the Project is accomplished with two separate design-build contracts:

- Highway civil design and construction contract (DB), and
- Toll system design, installation, integration, operations and maintenance contract (TSP).

At this time, however, this assumption of two primary contracts is preliminary and used in this document simply as a matter of convenience and it is possible that some of these scope items could be combined in the future and there may be more or less than two primary contracts procured. Specific decisions as to how SBCTA will actually procure and deliver these future services have yet to be made. Included in this SOW are PCM services to analyze, recommend, and assist SBCTA in making these future decisions.

Due to schedule or funding constraints the selected Consultant will be required to initiate certain project services for later completion by the DB and/or TSP. Examples of these project services include preliminary design of some project elements, right-of-way (ROW) engineering, toll planning documents, toll operations requirements, etc. Alternatively, the selected Consultant may be required to initiate and complete other project services. Examples of these project services include the completion of the Project Management Plan (PMP), project-wide safety program, etc. Selected Consultant shall work with SBCTA to define the project services where such strategies are applicable and beneficial to the Project.

The Consultant shall assist SBCTA, in coordination with Caltrans, with the planning, procurement, design, construction, installation, testing, operation, maintenance, and general oversight of the Project. The Consultant will provide SBCTA with the agreed upon staff, resources, and expertise to manage the Project. This PCM SOW was written with the intent to describe all planned PCM services to be provided by the Consultant. However, situations may arise where the Consultant will be required to provide additional services not specifically defined in this SOW. SBCTA is open to innovative ideas or methods of performing these additional services and will look for the PCM to provide key advice to meet these challenges. The Consultant will be required to provide assistance to SBCTA, in collaboration with Caltrans as a key team member, to provide these additional services and help assure the successful completion of the Project.

A. Project Management

Under SBCTA's direction, in coordination with Caltrans, provide overall management of Project activities and support for agency agreements, procurements and negotiations, contract awards and contract management, project controls, toll system planning and installation, right-of-way (ROW) engineering and acquisition, utility relocation, final design, construction, environmental permitting, safety, quality, public outreach, and other Project activities. These Project management responsibilities include overseeing the activities of the DB, TSP, environmental mitigation, and other contracts further defined in this SOW:

A.1 Project Management

Under SBCTA's direction,

- Represent SBCTA and be the contact for coordination and communication between SBCTA and the DB and TSP. Consultant will be the primary point of contact with SBCTA on all Project and contract-related matters;
- Plan and conduct meetings, cooperate and coordinate with stakeholder agencies including Caltrans, FHWA, regional agencies, and municipalities;
- Coordinate and oversee Project activities and deliverables performed by the DB, TSP, and other contractors associated with the Project;
- Cooperate and coordinate with other SBCTA consultants, financial advisors, legal advisors, and contractors to achieve completion of Project development activities; and
- Develop, monitor compliance, and maintain a commitment register and log based on the commitments and obligations with Federal, State, and Local agency requirements contained in the environmental document and all applicable agreements.

A.2 Project Administration

Under SBCTA's direction, provide administrative personnel and perform general office management and administration for the duration of the PCM contract term. Administrative responsibilities include:

- Schedule meetings; prepare meeting agendas, minutes, and action items; provide Project standards and templates for Project communications; institute specific Project initiatives;
- Provide document control services throughout the Project duration; and
- Provide general office support at a future co-located office for the PCM, SBCTA, Caltrans, FHWA, and others as necessary.

A.3 Project Information and Development of Plans

Consultant shall obtain and review relevant Project information and prepare various plans.

- Project Information
 - Obtain and review all available Project information including preliminary engineering, Project reports/briefs, presentations, plans, cost estimates, environmental documents, environmental technical studies, advance planning studies, cooperative agreements and other Project information provided by SBCTA, Caltrans, and others.
- Major Project Deliverables and Reports
 - In conjunction with SBCTA staff and its advisors, review and provide input into the initial FHWA Major Project Financial Plan (FP) per FHWA, USDOT Transportation Infrastructure Finance Innovation Act (TIFIA) reports, or other status reports being produced by SBCTA.
 - In conjunction with SBCTA staff and its advisors, develop the initial PMP per FHWA Major Project guidelines.
 - In conjunction with SBCTA staff and its advisors, develop the annual updates to FHWA Major Project deliverables including the PMP, Financial Plan (FP) per FHWA, USDOT Transportation Infrastructure Finance Innovation Act (TIFIA) reports, or other status reports being produced by SBCTA.
- Project Close-Out Plan

Identify the requirements to effectively close-out the DB and TSP contracts including submittals of all record drawings, progress required to obtain substantial and final completion, necessary documentation, applications, data, submittals, and completion of all reports.

- Other Plans

Prepare other plans identified elsewhere in this SOW. Identify and prepare other plans as necessary to comply with local, state, or federal requirements or as directed by SBCTA.

A.4 Project Safety

Under SBCTA's direction, Consultant shall provide a Safety Engineer/Manager who will be responsible for overseeing Project safety including ensuring Project team and contractor compliance with Project safety requirements relevant to future co-located Project and toll operations offices and construction sites. Safety activities include but are not limited to:

- Develop a Project-wide safety program. Provide and implement a Project oversight site safety plan and provide safety training for all owner oversight personnel on the Project. Provide Personal Protective Equipment (PPE), including hard hats and safety vests, for all owner oversight personnel who will be working on the Project site;
- Develop the safety requirements that will be included into the DB and TSP procurement documents including safety manual and training program requirements for all Project personnel, and administration of the DB's safety program by a designated safety officer;
- Provide input and analysis associated with the option for an Owner Controlled Insurance Program or Contractor Controlled Insurance Program;
- Ensure compliance of the safety program with all federal, state and local laws including those of Occupational Safety and Health Administration, Caltrans, SBCTA and local agencies and jurisdictions;
- Review various Project activities and work processes and perform periodic audits to assess general office safety and compliance with current best practices;
- Work with Caltrans to merge its budgeted safety responsibilities with SBCTA and Consultant, and build one effective safety oversight program for the Project. Establish roles and responsibilities, necessary oversight, and reporting requirements;

- Perform safety oversight of the DB and TSP:
 - Verify implementation of the safety training by the DB and TSP for all Project staff, and provide training to office staff as required;
 - Track DB and TSP's proper investigation and reporting of accidents;
 - Monitor the provision of proper safety PPE to all DB and TSP personnel, and other Project personnel as required; and
 - Regularly monitor and document or require documentation, from DB and TSP of safety meetings with set agendas as conducted by DB and TSP to document safety understanding and compliance.
- Oversee the investigation of accidents, report to SBCTA and Caltrans, and recommend corrective actions to reduce risks and reoccurrence.

A.5 Owner Verification (OV)

Under SBCTA's direction, in coordination with Caltrans OV activities required by AB 401, Consultant shall be responsible for the administration, support and oversight of Project OV quality work to ensure DB and TSP contract compliance. On behalf of SBCTA, Consultant shall collaborate closely with Caltrans to cooperatively merge and integrate its quality responsibilities as one "I-10 Team" to implement an efficient OV program for the Project. Consultant shall support SBCTA and provide the appropriate administrative support, staff and reporting requirements with the aim of streamlining effective OV procedures and avoiding duplicative efforts. Quality activities include but are not limited to:

- In coordination with SBCTA and Caltrans, the Consultant is anticipated to utilize the OV Management Hub (QMOST/Delcan program and operation by SBCTA) to implement and support a comprehensive, Project-wide OV program. The OV Management Hub is a computerized database program to be utilized as the primary communication tool and OV reporting database. This database is intended to manage all OV activities related with the DB and TSP contracts as appropriate including relevant audits, reviews and assessor reports for the project. Upon mobilization, the Consultant shall coordinate with SBCTA and Caltrans to modify, customize and implement the database to provide the required checklists, inputs/outputs, reports, etc. to properly track all related OV activities, findings, trends, non-compliance issues, and resolutions for the DB and TSP contracts;
- In coordination with SBCTA and Caltrans, the Consultant will prepare and maintain an OV Plan for the DB and TSP contracts which shall include the clear delineation of roles and responsibilities

between all identified parties related to all design, procurement, installation, and construction activities;

- Utilizing the draft technical provisions provided by SBCTA, the Consultant is to refine and complete the quality requirements and final technical provisions for the DB and TSP procurement documents;
- **DB Design OV:** In coordination with SBCTA and Caltrans, the Consultant Quality Manager will be responsible to provide experienced design staff qualified to jointly perform Design OV activities with the Caltrans reviewers as one cohesive "I-10 Team". Joint PCM/Caltrans Design Manager positions are strategically planned in order to facilitate efficient Design OV work flow, resolve any conflicting OV review comments, and expedite design review and approval.
- **DB Construction OV:** According to AB 401 requirements, Caltrans staff will perform all construction related assessments, material certification reviews (METS), and field/lab testing. Caltrans assessors will provide audit reports within the OV Management Hub and report to the Caltrans Construction Managers. Upon review of the construction assessor reports, non-compliance findings, and other construction related issues the Caltrans Construction Managers will jointly collaborate with the PCM Construction Manager (Resident Engineer) and actively work to provide resolution and approval on behalf of SBCTA;

The Consultant is responsible for providing additional staffing, administrative and management support for DB construction OV efforts as appropriate.
- **TSP Design and Construction OV:** In coordination with SBCTA, the Consultant will be responsible to perform all related OV activities related with the TSP contract including establishing, administrating and overseeing the entire OV program. Perform OV during final design, installation, and construction of TSP work including overseeing compliance with Quality Control (QC) and Quality Assurance (QA) requirements, over-the-shoulder reviews, audits of contractor's QC and QA activities, resolution of audit findings, coordinating with contractor's quality personnel, and providing periodic quality reporting as directed by SBCTA.

A.6 Public Outreach

Public outreach for the project shall be provided by SBCTA.

A.7 Project Support and Other Services

- Consultant shall emphasize a focused effort, combined with strategic management personnel, to implement and continuously

maintain a positive team environment and collaborative relationship with Caltrans;

- Participate in the review of up to **XX** insurance claims involving incidents as they affect SBCTA and Caltrans and provide analyses, identify means to mitigate or resolve, and make recommendations for action by SBCTA;
- Actively participate and support a partnering program for the Project that is anticipated to be established by the DB and/or TSP which will use an independent facilitator to structure and conduct the program. The intent of this program is to build working relationships among all Project participants and stakeholders, including SBCTA, Caltrans, Consultant, local jurisdictions, DB, TSP, and others to best facilitate the cooperation and relations between parties in meeting the Project objectives and successfully completing all Project work;
- Prior to the start of final design and construction, organize, schedule, and conduct a pre-design and construction conference that includes select agencies that will be participating in the Project, as well as the DB and TSP, to communicate the approach and plan to design and construct the Project;
- Identify, define, and implement key Project initiatives that will benefit SBCTA and the Project by improving work processes and reducing Project costs and resource requirements;
- Schedule, coordinate, and/or attend meetings, as required, and provide all necessary meeting materials (i.e., agendas, minutes, action items, reports and documents) necessary to support the Project management activities;
- In coordination with SBCTA, Caltrans and other project consultants, participate in internal meetings, prepare and provide information and project documents such as:
 - federal fund invoices,
 - minor support for SBCTA's development of federal fund Authorization to Proceed (E-76) packages, and
 - other project documents as needed.

At this time, planned funding sources include SBCTA Measure I sales tax funds, federal CMAQ/STP funds, TIFIA loan proceeds, and toll revenue bond proceeds;

- Assist with preparation and review of annual updates of the following Project program capital cost and operating cost estimates to support SBCTA's annually updated financial model:

- Toll customer account fee revenue estimate (based on assumed toll policies and business rules);
 - “Non-toll transaction” revenue estimate (based on assumed toll policies and business rules);
 - Major pavement rehabilitation estimate; and
 - Toll system replacement schedule cost estimates.
- Participate in planning meetings, provide information, prepare materials, and directly participate in formal presentations made to the bond rating agencies, TIFIA office, SBCTA Board, FHWA, Caltrans, lenders, and others directly related to project funding and financing as directed by SBCTA;
 - Incorporate, review and/or monitor to completion various SBCTA commitments made in bond and loan documents into the procurement documents for the DB, TSP as required; and
 - Prepare, review or assist in the preparation of various technical supporting documents or reports related to Project funding and financing, state tolling approvals, or federal tolling approvals that are required by the TIFIA office, FHWA, Caltrans, investors, and others.

A.8 Risk Management

- Obtain and review all available risk assessment information, including the risk register already developed by SBCTA and Caltrans that identifies risks, probability and severity of risk occurrence, proposed mitigation strategies, responsible parties, and mitigation timing.
- Perform ongoing Project risk identification and management activities by working with the various Project work groups, including the DB and TSP;
- Provide quarterly updates of the risk register showing resolution and mitigation of defined Project risks, identification of new risks, and required mitigation measures; and
- Provide all necessary reports and actions requested by SBCTA to support requests of Caltrans, FHWA, lenders, or others in documenting adherence to all risk management requirements and practices.

A.9 Agency Agreements and Stakeholder Coordination

Work with SBCTA and its legal advisors to review and assist with developing agency agreements including but not limited to the following:

- Construction Zone Enhanced Enforcement Program (Caltrans/CHP);
- Environmental Mitigation Agreements and Environmental In-Lieu Fee Agreements (various agencies);
- Project of Division Interest (PODI) Agreement (FHWA and Caltrans);
- Design-Build Cooperative Agreement (design-build phase, Caltrans);
- Toll Facilities Agreement (toll operations phase, Caltrans);
- California Tolling Agency Interoperable Agreements (various statewide tolling agencies);
- Toll Violation Enforcement Agreement (California Highway Patrol (CHP));
- Roadway Maintenance Agreement (TBD, possibly Caltrans); and
- Other agency agreements as necessary.
- Assist and support review of Freeway Agreements and/or Freeway Maintenance Agreements between the State and local jurisdictions for the Project if required; consultant may be required to assist with reviewing site-specific maintenance requirements, preparing exhibits, and drafting agreement language to facilitate their execution;
- Identify, define, schedule, facilitate and coordinate with stakeholder agencies in support of Project policies, procedures, practices and schedules. Additionally, Consultant shall work through barriers and enhance opportunity for innovations in the timely delivery of the Project, particularly with those commitments and obligations associated with any agreements between SBCTA and the respective agency as appropriate.

B. Design Management

Under SBCTA's direction, in coordination with Caltrans, Consultant shall provide day-to-day management of planning, design review, and oversight activities for the Project including coordinating with stakeholders and affected agencies on technical issues relating to utilities, ROW acquisition, third-party coordination, and environmental mitigation. Coordinate DB design activities with those of the TSP as described in Section C, Tolling Services.

Consultant shall assist with review and development of the Request for Proposal (RFP) documents, Technical Provisions, Reference Information Documents and all other pertinent attachments. Consultant shall participate in the evaluations of the DB and TSP submitted documents, review proposals and provide technical selection recommendations for the DB and TSP contracts. Consultant, in close coordination with Caltrans, shall perform the following Design management activities:

B.1 Design Management

- Under SBCTA's direction, in coordination with Caltrans, perform OV quality reviews of the DB and TSP design submittals for conformance with the approved Design Quality Management Plan. Consultant shall perform OV quality reviews of the submittals prior to initiating OV technical reviews to ensure submittals are fully complete, certified, and prepared for OV reviews by the PCM/Caltrans Design team; and
- Under SBCTA's direction, in coordination with Caltrans, perform OV technical reviews for approximately 10-20% of each DB and TSP design submittal for conformance with the contract documents and all applicable Federal, State, and Local agency requirements. In coordination with the Caltrans Design Approving Manager, provide staff planning and resource requirements to facilitate Caltrans approval and meet schedule commitments and including all required disciplines such as highway, structural, drainage, utilities, traffic, landscape, aesthetics, acoustic, and geotechnical, materials engineers and other support staff as required to perform all relevant OV technical reviews and approvals. Consultant shall emphasize a focused effort, combined with strategic management personnel, to implement and continuously maintain a positive team environment and collaborative relationship with Caltrans in effectively managing design OV efforts.

For initial planning purposes, contract schedule assumes a 16-month design submittal period. For clarification, this design submittal period begins upon Quality Plan approval and ends at baseline design completion.

B.2 Design Support

- Review the design concept drawings to be provided as part of the DB and TSP RFP documents. The basis for the design concept drawings shall be the drawings provided by SBCTA's Project Approval/Environmental Document (PA/ED) Consultant;
- Review available Project data and information, including Project reports, plans, estimates, technical and planning studies, cooperative agreements, environmental documentation and other Project information as provided by SBCTA, Caltrans, and other stakeholder agencies;

- Review and understand the Geometric Approval Drawings (GADs), exceptions to Mandatory and Advisory Design Standards, and other documents developed by SBCTA's PA/ED Consultant. In coordination with SBCTA and Caltrans, In conducting the review and in consideration with work already prepared by SBCTA and its PA/ED consultant, identify and provide input into innovative design improvements, while taking into consideration Project risks, geometry, cost, schedule, ROW, design exception impacts, ingress/egress assumptions, CHP requirements, toll operator tow truck staging areas, etc. Provide recommendations for implementation innovations to SBCTA. For clarification, this task item is separate from evaluation of ATCs that may be submitted separately by the DB or TSP;
- Provide engineering support for further definition and refinement of ROW delineation to develop ROW requirements for negotiated and eminent domain acquisition of Project ROW;
- SBCTA will provide Consultant with any necessary encroachment permits for surveying, geotechnical investigations, utility potholing and construction as appropriate. Provide support and exhibits that SBCTA may need to acquire the encroachment permits. These may include, but are not limited to Caltrans Encroachment Permits, City Encroachment Permits, Flood Control Encroachment Permits, etc.;
- Provide limited additional preliminary design support for the DB and TSP procurement documents as requested by SBCTA;
- Review DB and TSP Computer-Aided Design and Drafting (CADD) protocols and document DB and TSP compliance to contract documents and Caltrans standards and requirements;
- Monitor compliance and take corrective actions to submittal procedures, cycles, and review time frames for the processing, review, and approval of all submittals by SBCTA, Caltrans, and stakeholder agencies in compliance with the DB and TSP contracts;
- Represent SBCTA, in coordination with Caltrans, and the DB on all engineering issues to facilitate Project approvals. Facilitate other agency reviews/approvals of all Project submittals, as required;
- Provide CADD support, as necessary, for any technical analyses, graphical presentations, reference materials, ROW acquisition, regulatory permits, and Project documents;
- Regularly coordinate and communicate with SBCTA, in collaboration with Caltrans, on status and progress of design reviews and oversight of DB's submittals. Identify any technical

issues with proposed solutions and make recommendations to resolve to SBCTA, including necessary actions to implement proposed solution(s);

- Coordinate SBCTA, Caltrans, and other stakeholder agency involvement and participation in DB technical meetings, process DB meeting minutes, and coordinate SBCTA and stakeholder action items resulting from technical meetings, along with necessary agency approvals;
- Schedule, coordinate, and attend meetings, as necessary, in cooperation with the agencies and contracted parties (DB and TSP), including the preparation of agendas, meeting minutes, and action items; and
- Participate with utility oversight personnel in providing Notices to Owners and in overseeing and coordinating the design and engineering work of the utility agencies and those of the DB and TSP, as appropriate.

B.3 Structures

Under SBCTA's direction, in coordination with Caltrans, Consultant shall:

- Review available project data and information, including project reports, plans, estimates, technical and planning studies for incorporation into the RFP documents;
- Identify areas for risk reduction, long term maintenance reduction and improved safety;
- Identify and provide preliminary long lead time Project elements necessary to support the DB and/or TSP delivery schedules as requested by SBCTA;
- In coordination with the Quality Manager's role described in Task A.5, participate in DB and TSP over-the-shoulder reviews, applicable task force meetings and provide OV technical review services to review DB and/or TSP submittals, including design plans, investigations, studies, and reports required by the contract, for acceptability and conformance to contract requirements, Caltrans standards, and stakeholder agency standards; and
- Review and respond to structures-related issues and activities after issuance of Release for Construction (RFC) packages.

B.4 Roadway & Drainage

Under SBCTA's direction, in coordination with Caltrans, Consultant shall:

- Review available project data and information, including project reports, plans, estimates, technical and planning studies for incorporation into the RFP documents;

- Identify areas for risk reduction, long term maintenance reduction and improved roadside safety;
- In coordination with the Quality Manager's role described in Task A.5, participate in DB and TSP over-the-shoulder reviews, applicable task force meetings and provide OV technical review services to review DB submittals, including design plans, investigations, studies, and reports required by the contract, for acceptability and conformance to contract requirements, Caltrans standards, and stakeholder agency standards; and
- Review and respond to roadway & drainage related issues and activities after issuance of RFC packages.

B.5 Maintenance of Traffic

Under SBCTA's direction, in coordination with Caltrans, Consultant shall:

- In coordination with the Quality Manager's role described in Task A.5, participate in DB and TSP over-the-shoulder reviews, applicable task force meetings and provide OV technical review services to review DB submittals, including design plans, investigations, studies, and reports, required by the contract, for acceptability and conformance to contract requirements, Caltrans standards, and stakeholder agency standards; and
- Review and respond to maintenance of traffic related issues and activities after issuance of RFC packages.

B.6 Geotechnical

Under SBCTA's direction, in coordination with Caltrans, Consultant shall:

- Review the geotechnical information developed by SBCTA's PA/ED Consultant that are part of a geotechnical information package that will be provided to the Contractors as part of the RFP. The purpose of this geotechnical information package is to provide data for the design-build contractors to prepare a competitive bid and minimize the contingency in the bid due to unknown geotechnical information and to minimize potential risks. Coordinate the level of detail to be provided with SBCTA and Caltrans;
- Coordinate with SBCTA to provide additional geotechnical exploration and testing services, if necessary;
- Evaluate DB submitted documents and provide technical selection recommendations;
- In coordination with the Quality Manager's role described in Task A.5, participate in DB and TSP over-the-shoulder reviews, applicable task force meetings and provide OV technical review services to review DB submittals, including design plans,

investigations, studies, and reports required by the contract, for acceptability and conformance to contract requirements, Caltrans standards, and stakeholder agency standards; and

- Review and respond to geotechnical related issues and activities after issuance of RFC packages.

B.7 Traffic Management System (TMS)

Under SBCTA's direction, in coordination with Caltrans, Consultant shall:

- Review draft Traffic Management Plan (TMP) and make recommendations on possible enhancements;
- In coordination with the Quality Manager's role described in Task A.5, participate in DB and TSP over-the-shoulder reviews, applicable task force meetings and provide OV technical review services to review DB submittals, including design plans, investigations, studies, and reports required by the contract, for acceptability and conformance to contract requirements, Caltrans standards, and stakeholder agency standards; and
- Review and respond to TMS related issues and activities after issuance of RFC packages.

B.8 DB Toll System Infrastructure:

Under SBCTA's direction, in coordination with Caltrans, Consultant shall:

- In coordination with the Quality Manager's role described in Task A.5, participate in DB over-the-shoulder reviews, applicable task force meetings and provide OV technical review services to review DB design plans, submittals, and shop drawings of the toll infrastructure work, including communications and power conduit duct banks, vaults and roadside equipment cabinet installations, gantries, Changeable Message Sign (CMS) and camera pole installation, toll utility buildings, emergency backup generators, and integration of the DB requirements with the requirements of the TSP contract;
- Review DB toll related deliverables and provide technical selection recommendations as necessary;
- Review and respond to toll system infrastructure related issues and activities after issuance of RFC packages.

B.9 Electrical & Lighting

Under SBCTA's direction, in coordination with Caltrans, Consultant shall:

- Coordinate with SBCTA, Caltrans, and the DB to identify system needs and technology requirements for incorporation into the RFP; additional coordination with the TSP will be required to ensure

project compatibility between both contracts to plan and properly implement all Project work;

- In coordination with the Quality Manager's role described in Task A.5, participate in DB and TSP over-the-shoulder reviews, applicable task force meetings and provide OV technical review services to review DB submittals, including design plans, investigations, studies, and reports required by the contract, for acceptability and conformance to contract requirements, Caltrans standards, and stakeholder agency standards; and
- Review and respond to electrical & lighting related issues and activities after issuance of RFC packages.

B.10 Landscape & Aesthetics

Under SBCTA's direction, in coordination with Caltrans, Consultant shall:

- Review available project data and information, including the draft Project Aesthetics and Landscaping Manual (PALM) being developed by SBCTA and other project reports, plans, estimates, technical and planning studies for incorporation into the RFP documents;
- Identify areas for risk reduction, long term maintenance reduction and improved roadside safety;
- In coordination with the Quality Manager's role described in Task A.5, participate in DB and TSP over-the-shoulder reviews, applicable task force meetings and provide OV technical review services to review DB submittals, including design plans, investigations, studies, and reports required by the contract, for acceptability and conformance to contract requirements, Caltrans standards, and stakeholder agency standards; and
- Review and respond to landscape & aesthetics related issues and activities after issuance of RFC packages.

B.11 Environmental & Permits

Under SBCTA's direction, in coordination with Caltrans, Consultant shall provide environmental oversight, support, monitoring, compliance, and coordination of DB's environmental obligations and commitments under the contract, including SBCTA's obligations and requirements with resource agencies.

The following permits are anticipated to support the delivery schedule and complete the Project:

- United States Army Corps of Engineers (USACE) Section 404;
- Regional Water Quality Control Board (RWQCB) Section 401 Water Quality Certification; and

- California Department of Fish and Wildlife (CDFW) 1602 Streambed Alteration Agreement.

SBCTA's PA/ED Consultant will submit permit application packages, though the PCM may be required to provide support and ongoing compliance monitoring throughout the duration of the Project. This work includes:

- Incorporation of environmental requirements and approved mitigation commitments and plans into the RFPs; support the environmental permit application packages (provided by others) as appropriate and perform ongoing monitoring of proper compliance by the Contractors;
- Oversee compliance of Contractor's permit requirements in meeting the obligations and commitments within the final USACE 404 permit, RWQCB 401 certification; CDFW 1602 permit; and RCFCWCD encroachment permit;
- Prepare and coordinate amendments to the permits if needed due to changes by the DB and/or SBCTA directed changes;
- Analyze and assess environmental re-validations required due to changes by the DB and/or SBCTA directed changes and implement accordingly;
- Coordinate with Caltrans for review and comment on all environmental activities, including agreements, permits, and exercises of re-validations;
- Oversee the Contractor's acquisition and/or maintenance of all necessary environmental permits affecting construction including storm water permits, flood control permits or any other permits required to perform Project work;
- Schedule and coordinate meetings necessary to meet all environmental requirements, including providing agenda and meeting minutes and action items; and
- Oversee implementation of the approved mitigation monitoring plan for compliance with Caltrans and regulatory agencies permit requirements and the mitigations and commitments documented in the environmental document, including completion of the ECR document for ultimate submittal to Caltrans.

B.12 Utility Coordination & Oversight

Under SBCTA's direction, in coordination with Caltrans, Consultant shall provide a Utility Manager who will be responsible for coordinating utility work affected by the Project. For initial planning purposes, it is assumed that there are approximately 120 utility conflicts that will require approximately 40 utility agreements. In order to accommodate and facilitate the DB and TSP schedules, Utility coordination activities may include, but are not limited, to the following:

- Verify existing utility information provided by SBCTA's PA&ED Consultant and identify utilities that may be impacted by the Project; Consultant shall analyze the preliminary utility conflict matrix (UCM) to ensure appropriate potholing and field verification has been performed.
- If necessary Consultant may be required to complete supplemental field work, surface investigations, manhole dip surveys, and potholing to fully complete the UCM, RFP, technical provisions, utility agreements, and other Project documents;
- Meet with utility companies and other entities to determine their design and construction requirements related with the relocation, protection, and abandonment of utilities required to accommodate the Project and to establish any potential ROW impacts for utility relocations including guy poles, supports, easement requirements, etc.;
- Coordinate, plan and identify all temporary and permanent utility requirements early in the design phase for Project work, especially related with bridge structures, advance planning studies, and construction staging plan development; consider innovative methods that may benefit the Project when planning utility and other related Project work such as requesting brief utility disconnections that may be possible in order to implement a single-stage bridge structure replacement that provides shorter overall work durations and minimizes net community impacts, etc.;
- Coordinate and provide all final, executed utility agreements with private utility owners as necessary to facilitate utility work. Monitor all utility relocation work activities and meet regularly with DB, TSP, utility agencies, Caltrans, SBCTA, and other stakeholder agencies to coordinate and schedule all required utility relocation work;
- Coordinate all interaction and correspondences with utility owners including but not limited to preparation of proper notices (i.e., Notice to Owners), DB and TSP submittals, notice to utility owners required to commence their (utility owner) design, procurement, and relocation activities, as necessary;
- Prepare Report of Investigation (ROI) as outlined in Section 13-05 of Caltrans ROW Manual Chapter 13;
- Review and comment, as appropriate, on utility owner designs for inclusion into DB and TSP final design documents, and review DB and TSP RFC documents for proper inclusion of the utility owner designs;
- Confirm that the utility agency, DB and TSP have all necessary permits and ROW clearances to allow relocation work to proceed;

- Oversee coordination between the DB, TSP and utility agencies' construction and relocation work, address any issues and confirm identification, protection, adjustment, removal, or relocation of the subject utility in compliance with State and Federal laws and regulations, standards, and agreements; assist, coordinate and document all discussions related with utility betterments between the Project team, DB, TSP and utility agencies; and
- Oversee and coordinate the final documentation and completion of the utility owner relocation work, and review and recommend final payments and closeout.

B.13 Survey & ROW Engineering

Under SBCTA's direction, in coordination with Caltrans, Consultant shall provide all surveying and related ROW work such as identification of ROW requirements, ROW acquisitions, easements and ROW engineering services as needed in support of design development and OV of the Design–Builder's construction survey and to complete post-construction Record of Survey Tasks will consist of the following:

- Pre-Construction Record of Survey – provide a pre-construction record of survey for the ROW land net map in conformance with statutory requirements and to delineate limits of existing record ROW. The project surveyor will prepare a record of survey in conformance with existing standards by the County of San Bernardino;
- Survey Control – establish survey control;
 - Critical for all future field tasks, including the land net, pre-construction RS, and the utility pothole surveys.
 - Additional survey control will be based on the horizontal datum established for the project's aerial mapping.
 - New control will be tied to existing survey control using GPS and terrestrial survey methods. this effort is based solely on establishing a 2D network for cadastral work that will be used for the right of way engineering effort for Phases 1 and 2. Incorporate elevations by GPS and/or trigonometric methods to all newly set control for future utility pothole and manhole locations. Note: Detailed topographic surveys for design purposes are to be done by the DB;
- Land Net Survey – prepare a land net survey;
 - The backbone of all right of way engineering and engineering design services including:
 - Legal descriptions and plats
 - PD26 (if required by District 8)
 - Utility Mapping

- Record of Surveys
 - Monument perpetuation
 - Appraisal Maps.
- Research of public records/maps including state, county, cities, and quasi-public agencies
- Organize all research records; pre-calculate all critical points for field search to establish the land net.
- Locate and tie in all pertinent cadastral monuments to establish the state right of way, crossing and parallel streets, and other critical rights of way, and those parcels identified for permanent takes.
- Consultant will work with the PA/ED surveyor to review and tie into their centerline control for the mainline and street crossings for overall project uniformity.
- Utility Verification – provide field survey services to document the pothole locations as required;
 - Assumes 150 potholes to be located and 50 manholes to be opened for invert elevations. Open the manholes to obtain the invert elevations; locate the reference point and/or the manhole rim for ground elevations.
- Advanced Design Surveys – provide field survey services to document the geotechnical borings;
 - Design surveys will be completed by others under the PA/ED contract.
- ROW Engineering – provide appraisal maps (ROW Maps) in conformance with Caltrans District 8 guidelines and drafting standards to facilitate ROW acquisition. The Project Management team will provide limits of properties that will be impacted by this project. Right of Way engineering subtasks are based on a parcel and acquisition count from the Right of Way Exhibits, and include:
 - Assumes writing/drafting 427 legal descriptions and plats for 262 parcels to SBCTA standards
 - Assume that 40% of the above will require revisions during the design and appraisal stage (currently tracking more than 50% for I-405 and for SR-91)
 - Pre-Construction Record of Surveys (assumes no more than 10 total)
 - Each survey will be submitted to Caltrans for review/approval prior to the County
 - Appraisal Maps for right of way certification and as required for right of way permanent and temporary acquisitions

- Estimates 55 sheets for mapping to District 8 standards. Appraisal Mapping within District 7 is excluded from this scope of work
- Mapping limits shall start at Los Angeles/San Bernardino County Line at ~STA 100,000+00 to the cul-de-sac at Shea Center Drive at ~ STA 157,500+00, approximately 11.1 miles total
- Each map sheet will be completed to Caltrans sheet-size and cad standards at 50-scale. Streets crossing the mainline may have multiple sheets to depict full right of way establishment and parcel acquisition information.
- Assume that 30% of the Appraisal Map sheets will require revisions after review, re-design, or other modification prior to or after right of way certification, and during the design/build phase. Appraisal Maps include, among other things:
 - Review Preliminary Title Reports of affected parcels
 - Plot all easements for each affected parcel and develop/maintain easement log
 - Prepare Parcel Binders for each parcel to D8 standards
 - Drafting to either D8 or state standards (to be determined prior to start)
- Stake Property Lines – It is assumed that approximately one half (50%) of the affected property owners will want to have their proposed acquisition lines staked in the field for visual verification. Scope and budget includes this task item.
- Field and office survey support on an as-needed basis to provide survey OV checks; and
- Provide a post-construction Record of Survey of the new ROW limits and record a post-construction Record of Survey for the land net in conformance with statutory requirements and to delineate limits of the new record ROW. A record of survey will be submitted for review and filing by the County of San Bernardino.
 - Set monuments at points on new right of way
 - File Records of Survey from Pre-Construction RS with new limits shown and the appropriate documentation

B.14 ROW Services

Under SBCTA's direction, in coordination with Caltrans, Consultant shall provide a ROW Manager who will be responsible for the technical and administrative functions required to provide the necessary ROW. Consultant shall analyze preliminary right of way requirements defined within the PA/ED documents to

develop the RFP, Technical Provisions, and parcel delivery schedule that will maximize the available work areas for the DB and TSP and help facilitate completing the Project in a timely fashion according to the schedule. For initial planning purposes, SBCTA has identified 262 parcels, including 7 full residential acquisitions, 88 partial acquisitions, 110 Permanent Maintenance Easements (PMEs), and 221 Temporary Construction Easements (TCEs). ROW services include but are not limited to:

- Overall coordination and management with SBCTA, Caltrans, FHWA and the DB and TSP and assist with the development and implementation of the ROW program as needed; ROW program shall consider all types of permanent or temporary acquisition requirements and easements including utility easements, aerial easements, structure easements, maintenance easements, sub-surface easements, foundation easements, etc.;
- Prepare ROW cost estimates; review status of overall ROW project budget when ROW cost estimates are updated regularly with Project Controls, SBCTA and Caltrans management team;
- Considering the DB and TSP Project schedule, consultant shall provide all related property acquisition and negotiation services required for SBCTA to acquire property for the transportation Project in a timely, efficient manner and at a reasonable cost including appraisal and review of appraisals, including all necessary environmental investigations and remediation;
- Provide, update and maintain an Excel based Right of Way Status Report
- Provide any necessary remaining ROW environmental investigations and remediation to support ROW acquisition services for no more than seven residential full take parcels;
- Obtain, review and provide title reports and escrow documents, related utility documents, easement requirements, and ROW certification;
- Assess any proposed modifications or changes to the ROW proposed by the DB and TSP and provide investigations and analyses to help facilitate completing the Project; consultant is encouraged to provide innovative ideas, techniques, or proposed recommendations to SBCTA if it may benefit the ROW program and the Project as a whole;
- Provide ROW acquisition and relocation services under compliance with Federal, State, and Local laws and regulations, and in support of the Project's schedule as needed;
- Perform all necessary Project close-out activities, in coordination with Caltrans, including ROW transfer from SBCTA to the various

agencies, and working with SBCTA to determine the excess land disposition process and begin the disposition process as soon as practicable;

- Continue to provide the appropriate progress/status reports, and schedule and attend meetings, as necessary, to support the acquisition, relocation, and close-out processes, and coordination with the DB and TSP.

C. Tolling Services

Consultant shall provide PCM services and oversight for the design, installation, and operation of the toll system including the necessary technical expertise and staffing resources to review and finalize the technical requirements, RFP, solicitation, selection, implementation, testing, integration and operation of the Project. Currently, SBCTA is evaluating an option to use an existing toll agency in the region (“Partner Agency”) for providing Back Office Support (BOS) and Customer Service Center (CSC) functionality. To facilitate this, it is anticipated that the TSP will provide the toll lane collection system, ITS, communications, networking and interface to the Partner Agency. SBCTA is still discussing options of providing toll system traffic management and roadway tow service operations so these are not yet fully determined. Options being considered for these services include either requesting Caltrans traffic management and existing Freeway Service Patrol contracts to provide these services or requesting these services as part of the TSP contract. The services envisioned and described herein require unique technical expertise in toll systems, operational business processes, traffic operations, system testing and system auditing skills along with strong project management skills.

C.1 General

- Consultant shall support, inform, coordinate, and make recommendations to SBCTA in the areas of tolling and operations;
- Provide day to day management of the tolling, ITS and integration activities including oversight, coordination and planning of related activities with the DB, TSP, Partners, and regional interoperable agencies;
- Take ownership of the tolling schedule and deliverables to ensure timely delivery of the TSP Contract and designated operating agreements (Caltrans, CHP and Partner Agencies), identification and resolution of any delays, and notifications of delays to SBCTA along with corrective action;
- Facilitate regularly scheduled meetings with SBCTA management to review progress and provide status. Required meetings will have agendas and meeting minutes summarizing the discussion, along with current and future actions needed to progress the project;
- Oversight of the project document control and tracking processes for the TSP and designated operating agreements;

- Ensure project tolling and operations conform to current and proposed state and national regulations, such as Moving Ahead for Progress in the 21st Century Act (MAP-21) and California Vehicle Code related to toll and enforcement; and
- Develop the toll system portion of the PMP.

C.2 TSP Planning

The Consultant will support SBCTA in evaluating, contributing to, and assessing the policies, procedures, business rules, customer account rules, management rules and technical requirements developed prior to award of this contract. Consultant will review the draft organizational plan being developed by SBCTA and the PA/ED Consultant. Consultant shall assume management of the design concepts, specifications, testing and procedures for the TSP procurement and related agreements, making any necessary changes or updates for SBCTA approval and incorporation into the final procurement documents;

- Provide comments and input to the Concept of Operations (ConOps) and if needed updates for Caltrans and FHWA approval;
- Assume responsibilities for finalizing RFP documentation for procurement and as needed, develop any necessary reports or memos to achieve final agreements and approval with SBCTA Board and Partner Agencies;
- Develop white papers, reports, or methods addressing the following:
 - General approach to provide the necessary customer services and/or traffic management operations physical location, ensure the necessary facilities are available in time for the opening of the I-10 Express Lanes;
 - Applicability and methods to incorporate security and privacy measures in software, hardware, and operations;
 - Compliance with national interoperability requirements under MAP-21 including various options and implementation approaches;
 - Toll Policy, Violation Enforcement, and Business Rules; and
 - Other issues identified by SBCTA.
- Provide updates as needed to operational expenditures (OPEX) for required financial updates by the lenders and SBCTA;
- Review and recommend updates to toll policy and operations where needed to project goals and improve efficiency;

- Evaluate and research video tolling, toll violation, enforcement and collection procedures, to ensure SBCTA is aware of technologies and processes at the forefront of the tolling and related industries;
- Review work completed by SBCTA prior to award of the PCM contract and recommend for approval operating business rules, prepare account reconciliation policies and procedures among stakeholder agencies, and assist SBCTA to develop necessary general ledger requirements and entries; and
- Assess the current Caltrans Inland Empire TMC locations and determine upgrades or modifications necessary to properly support the SBCTA Express Lanes at Caltrans Inland Empire TMC or at a new SBCTA, standalone TOC location.

C.3 Toll Operations and Maintenance Planning

Risk Management

- Update the existing toll operations risk management work (currently being conducted) to help SBCTA further identify and address the major risks in the toll implementation and operations phase of this facility;
- Evaluate and update risks related to the toll system that were included in the Project's risk register developed by SBCTA and the PA/ED Consultant.

Performance Metrics

- Evaluate and update existing toll performance metrics strategy (currently being developed), including, but not limited to toll and ITS systems, express lane traffic, administrative, customer service operations, roadside operations/customer assistance, toll revenue, violations and collections performance.

Asset Management

- Develop an asset management strategy for the toll systems and equipment, drawings, manuals, documentation and warranties. This strategy, at a minimum, must track toll facility assets, establish replacement schedules, identify maintenance responsibilities, identify timing to commence asset management activities, and implementing an asset management software solution.

Communication and Marketing Strategy

- Support SBCTA existing communication and marketing strategy and work closely with the outreach firm to educate them on the tolling system and provide material and support for outreach events; and

- Prior to opening the Express Lanes, Consultant shall work with SBCTA's outreach firm to coordinate with TSP and other agencies to support the marketing and promotion of the facility.

Incident Management and Disaster Recovery

- Develop Incident Management and Disaster Recovery Plan for all SBCTA Express Lanes projects, which include both I-10 and I-15. This will be incorporated into the TSP and Partner Agencies policies and procedures.

Standard Operating Procedures (SOP)

- Identify the required SOPs for the operations and maintenance of the SBCTA Express Lanes project and ensure the TSP or other contracted service develops and finalizes the SOPs. Consultant shall validate the SOPs prior to Express Lanes opening and monitor after opening.

C.4 Procurement

The Procurement process for the TSP will have started prior to award of this Contract, therefore, the Consultant shall transition over as the technical lead in finalizing the TSP RFP and procurement documents, ensuring coordination between the DB RFP design for tolling infrastructure and all elements of the TSP RFP including, but not limited to design, installation, testing, open to traffic, and start of toll collection schedule. It is anticipated that draft RFP documents prepared by SBCTA prior to transition will be approximately 95% complete. The Consultant shall support the evaluation, advertisement, RFP response evaluations, negotiations, (including assistance conducting the Best and Final Offers (BAFO) process, and final contract award of the TSP contract as discussed further in Section D.3 "Procurement Services" below.

C.5 Oversight, Coordination, and OV

Under SBCTA direction, in coordination with Caltrans, Consultant shall be responsible for the oversight, coordination, management and OV of the TSP design, implementation, validation, and testing to ensure the Project requirements and performance standards are met. Consultant shall ensure collaboration between the DB and TSP contractors and Partner Agencies to achieve for on time delivery and Express Lanes opening. Consultant will be responsible for the following:

- Oversight and delivery of the TSP Contract including identifying and allocating staff to oversee work performed by the DB, TSP, and Partner Agencies;
- Planning and scheduling of toll system activities for roadway implementation and testing, mitigating any potential delays or issues;

- Organizing status meetings with project contractors (DB, TSP, and Partner Agencies) and stakeholder agencies (Caltrans, FHWA and cities) as needed to review timeline and coordinate efforts to ensure design, installation, roadside construction, testing, acceptance and startup of the are complete in time for Express Lanes opening;
- Providing and support contract administration activities associated with the TSP, including safety and quality compliance, review of progress and invoice applications, submittals, and monthly reports; and
- Coordinating OV review of designs, submittals, design plans, and shop drawings between the DB and TSP.

DB / TSP Coordination:

- Working with TSP, evaluate installation and acceptance of each tolling location, developing punch list and non-conformance items identified for DB. Determine the effect of these items in proceeding with implementation and potential affect to DB contract through penalties or Liquidated damages; and
- Ensure DB documents are compliance with the contract requirements, and obtain timely signoff and acceptance by SBCTA and the TSP for toll installation and testing to begin.

TSP

- Coordinate all design review meetings and system demonstrations to ensure TSP is meeting the defined scheduled timeframe and SBCTA and required stakeholders are participating in the review. Provide technical recommendations during these reviews that will benefit project goals or achieve benefit to SBCTA;
- Manage and oversee adherence to the TSP contract technical requirements, including compliance with the PMP, safety plan, and the design and installation requirements for roadside toll equipment, communications equipment, power equipment, cameras, CMS signage, and toll operations and customer service center facility layout plans;
- Perform TSP contract management and administration including identifying potential SOW changes, review of submitted contract change orders (CCO), performing required analyses, coordinating potential and implemented changes, as necessary, with other contracts, and maintain full documentation of all potential and actual changes as further described in Section D, Contracts Management and Procurement Services;
- Review and provide comments on TSP designs, design plans, submittals, and shop drawings of the toll system;

- Review and coordinate project schedules, including SBCTA Express Lanes milestones, toll infrastructure, toll systems, and other agreements;
- Review the TSP submittals and testing and startup plans, provide oversight of the systems testing and startup in compliance with the contract, and obtain testing and acceptance signoffs by SBCTA and other stakeholder agencies;
- Gather comments on all project documentation and deliverables from Consultant, SBCTA and stakeholders. Work with TSP and SBCTA to finalize documents, ensuring comments have been correct and are complete. These documents include: system requirements, system detailed design, QA/QC, project management, design and development, operational, implementation, installation, testing, training and maintenance plans, manuals and as-built drawings;
- Review and comment on interfaces to DB provided toll system infrastructure, shop drawings and equipment/device submittals and provide general technical oversight;
- Ensure coordinated review, comment and approval of contractor installation drawings with TSP;
- Coordinate turnover and acceptance of tolling locations and infrastructure from the DB Contactor to the TSP;
- Oversight of all toll equipment installation and testing, including: Factory Acceptance Test, Integration Test, On-Site Systems Test(s), Commissioning Test, Operational Test and Systems Acceptance Test;
- Assistance in the Caltrans permitting process as required;
- Evaluate installation and acceptance of TSP work for each tolling location, developing punch list and non-conformance items identified. Determine the effect of these items in proceeding with to completion and opening of the project. Assess potential penalties or Liquidated damages per the TSP contract terms;
- Provide oversight and review of training manuals, coordinate training sessions participation provided by the TSP, and review attendance and training completed by the training participants;
- Obtain from the TSP manufacturer warranties, as-built drawings, training materials, and other manuals required under the contract;
- Determine operational readiness; and
- Coordinate road opening and start of toll collection and maintenance.

BOS / CSC – If supplied by Partner Agency, otherwise this will be part of TSP Contract:

- Oversee the Partner Agency activities to support the training and startup of the Express Lanes project;
- Review operations manuals and SOPs to ensure all aspects of the I-10 Express Lane toll operations are identified;
- Review toll facility startup plans for the Partner Agency;
- Coordinate startup activities with Partner Agency so they are aware of project schedule and milestones;
- Oversee and participate in all design review meetings and system demonstrations;
- Review plans and documentation required of the Partner Agency to support SBCTA I-10 Express Lanes project, such as operational requirements, performance measures, survey and quality measures, staffing plan, training program and user manuals;
- Test and oversee of functionality related to only I-10 Express Lanes project, including demonstration, operational and system acceptance testing;
- Oversee build outs for networking and communications with Partner Agency back office. Conduct operational readiness testing, prior to Express Lanes opening and start of toll collection; and
- Oversee any customer service build-out, as required.

Traffic Management Center (TMC)

- Develop Performance-Based Road Management and Maintenance terms for the traffic and incident identification and response;
- Facilitate and participate in meetings to coordinate activities and schedules between SBCTA, Caltrans, TSP, and stakeholders;
- Review and coordination of project schedules, including Caltrans and other agreements;
- Oversight and participation in all operational process and procedures;
- Review, comment and recommend for approval of all documentation and deliverables, including operational requirements, performance measures, staffing plans, training program and user manuals; and
- Perform operational readiness testing, developing updates or changes prior to the I-10 Express Lanes opening.

D. Contracts Management and Procurement Services

Under SBCTA's direction, in coordination with Caltrans, Consultant shall provide contracts management and administration services to monitor performance by the DB and TSP to the requirements of their respective contracts. This includes all aspects of the contract, for example, the Disadvantage Business Enterprise (DBE) subcontracting performance, labor compliance, administration of change management processes, and claims support on behalf of SBCTA.

In support of SBCTA, define, prepare, and administer procurements for DB, TSP and environmental mitigation contracts, and other procurements as required for the Project development and/or operations and maintenance.

Contract management and procurement services include:

D.1 Contracts Management

- Provide contracts management services for the overall Project and its various contracts. This includes identification and allocation of staffing resources to accomplish specific contract administration tasks; integration and coordination with Project Staff on contract matters; and attendance at meetings to coordinate contract management-related activities and deliverables with the DB, TSP, and stakeholder entities associated with the Project. Identify contract compliance issues for the DB and TSP contracts, provide analyses, and make recommendations to resolve issues for SBCTA approval;
- Provide the systems and tools appropriate to track, monitor, document, and report on DB, TSP, environmental mitigation, and other contracts and the compliance to their respective contracts, and timing of actions, recommendations, and approvals;
- Coordinate and manage additional SBCTA contracts in connection with environmental mitigation and other contracts related to Project development, design, construction, operations and maintenance as appropriate;
- Coordinate, monitor and manage contract compliance between SBCTA and Consultant, providing communications and correspondence in addressing clarifications and amendments. Monitor compliance with Federal, State, and Local agency requirements including:
 - Provide regular updates to audited overhead rates as requested by SBCTA, including those of Consultant and Subconsultants; and
 - Demonstrate compliance with Consultant's contract commercial requirements, including invoicing content and format, allowable compensation, schedule adherence,

insurance coverage requirements, etc. through submitted documentation.

- Schedule, coordinate, and attend meetings to support all Project-related contract administration activities, including, where appropriate, providing agenda, meeting minutes, and action item listings.

D.2 Contract Administration

- Establish Project correspondence and communication procedures and protocols consistent with the requirements of the DB and TSP contracts and monitor and document compliance to these requirements;
- Process DB and TSP correspondence according to the Project requirements in a timely manner to support SBCTA and stakeholder agency approvals;
- Review DB and TSP payment applications for compliance to contract requirements. Identify areas of concern and resolve with DB and TSP and SBCTA;
- Identify the amount of the final payment due to DB and TSP and assist SBCTA with processing any final contract changes and the resolution of any claims. Obtain evidence of certification of all lien releases, transfer of title to appropriate agencies, and certification of delivery of final record drawings to Caltrans where appropriate. Secure and transmit to SBCTA all required turn-over items, including, but not limited to, guarantees, affidavits, releases, bonds, waivers, keys, manuals, and maintenance stock;
- Prepare final Project accounting and closeout reports of all reporting and document control systems. Organize all pertinent data, purge all files, and send to document control;
- Prepare the final documentation to release all liens and recommend final payment and release of bonds and retention;
- Provide the systems and tools to provide documentation and tracking of DB and TSP and Consultant's contract compliance;
- Prepare and issue SBCTA-directed CCOs in compliance with the DB and TSP respective contract requirements. Negotiate final terms with the DB and TSP to process the CCOs and seek any necessary external approvals as appropriate;
- Review and analyze contractor-initiated CCOs by DB and TSP. Negotiate final terms and process for approval by SBCTA and other

stakeholder agencies, including Caltrans and FHWA as appropriate;

- Perform regular review and documentation of DB and TSP communications for changes and claims, and report to SBCTA with recommendations and actions; and
- Provide reporting tools and CCO logs to properly track and monitor change notices, CCOs, and claims to identify trends and measure cost and schedule impacts.

D.3 Procurement Services

Under SBCTA direction, provide broad procurement support for the DB, TSP, environmental mitigation, and other contracts as necessary to develop, design, build, operate, and maintain the Project. Consultant shall participate in the development of a procurement strategy, assist in the development of solicitations by refining SOWs and technical documents, review and provide input on procurement documents to SBCTA's general counsel.

- Consultant shall review and understand SBCTA policies, procedures, and legal requirements related to its procurements;
- Consultant shall coordinate with SBCTA to:
 - Support the preparation of procurement documents including RFPs, contracts, evaluation criteria, evaluation manuals, and certain procurement correspondence by either providing direct input or review and comment on documents as appropriate; The DB and TSP RFQ solicitations will be prepared by others.
 - Maintain adequate practices and procedures to ensure strict adherence to confidentiality agreements by all members of the procurement team, including measures to ensure the security of all procurement-related documents;
 - Develop a detailed work plan for SBCTA's timely development, review of and collaboration on procurement documents;
 - Participate in regular discussions and calls during the development of design-build procurement documents and procurement period as appropriate;
 - Maintain a complete and accurate official procurement file, including electronic and hard copies;
 - Track, review, and coordinate with SBCTA in the development of responses to questions received from

- proposers. Assist in the development of addenda to procurement documents;
- Assist SBCTA with the evaluation of Statements of Qualifications (SOQ), Proposals (including technical proposals and concepts, price/cost proposals, and schedules), potential conflicts of interest, conformance with procurement submittal requirements (including insurance, proposal and payment and performance security, and business structure), and other deliverables, including preparation of technical analysis and reports;
 - Assist in contract negotiations and the award process following selection; and
 - Participate and help conduct advance industry review meetings and processes (if applicable) and post-shortlist and selection debriefing meetings; and assist SBCTA with any protests.
- Consultant, under SBCTA's direction, shall be directly responsible to:
 - Work with the Project Team to present/Identify alternatives, analyze, and make recommendations to SBCTA for the structure of its future Project-related procurements for design-build, system integration, and operations and maintenance services to best accomplish the necessary planning, development, design, procurement, construction, installation, testing, operation, and maintenance of the Project;
 - Refine SOWs/technical provisions that have been prepared by others for the procurements for the DB, TSP, and environmental mitigation work;
 - Incorporate lessons learned from recent SBCTA procurements, projects and other relevant projects involving design-build, system integration, and operations and maintenance across the region, state and/or nation;
 - Incorporate strategies, action plans, performance criteria, and other requirements in the areas of risk management, performance metrics, asset management, customer service, communication, and marketing;
 - Refine technical documents that have been prepared by others including plans, exhibits, maps, cost estimates, etc. for these same procurements;

- Plan and prepare various procurement schedules to meet overall Project development and operations and maintenance schedule goals;
- Plan and coordinate any necessary review of procurement documents with Caltrans, FHWA and local agencies;
- Plan, organize and lead internal team meetings and external meetings with industry and shortlisted proposers related to SBCTA procurements;
- Assist SBCTA with the analysis of alternative technical concepts (ATCs) submitted by the proposers;
- Help identify, accumulate, review, index and catalogue relevant reference documents for the procurements;
- Prepare certain correspondence, documentation, and presentations for SBCTA approval related to procurements and contract awards; and
- Plan, administer, and perform related tasks associated with procurement processes including organizing proposal evaluation teams, internal procurement meeting organization and administration, external industry events and meetings, facility reservations and setup, and related tasks.

D.4 Labor Compliance – Disadvantaged Business Enterprise (DBE)

Consultant shall support the preparation of the Project bid/contract specifications containing appropriate and current language concerning State prevailing wage requirements, Federal Davis-Bacon Act requirements and apprentice requirements, and provisions to be included in the DB, TSP, and other contracts as applicable. Services include responding to contractor comments and providing technical assistance on all labor compliance requirements, as necessary. Labor compliance shall also include:

- Development of a “Federal On-the-Job Training (OJT) Participation” goal, as necessary, and ensure that all required OJT provisions, labor compliance forms, and applicable Federal prevailing wage determinations are included in the applicable contracts;
- Develop processes and procedures for labor compliance functions in accordance with State and Federal requirements and the Caltrans Local Assistance Procedures Manual;
- Develop planned labor compliance activities as part of the PMP, including roles and responsibilities;
- Determine and update the Federal general wage determinations, as necessary, based on wage rate amendments and the Federal “10-Day rule” found under 29 CFR Section 1.6(c) (3);

- Determine applicable State prevailing wage rate determinations applicable to the Project based on the Project's bid advertise date;
- Prepare a pre-bid meeting checklist designed to facilitate review of all labor compliance requirements including applicable prevailing wage requirements and potential proposers;
- Verify compliance with California's Department of Industrial Relations (DIR) requirements for labor compliance, including:
 - Provide technical guidance and coordinate with SBCTA to establish the appropriate reporting requirements and information necessary for the DIR to perform labor compliance on the Project;
 - Provide periodic audits of DB, TSP, and other contractor's compliance to DIR requirements and information needed for labor compliance monitoring;
 - Support SBCTA with coordinating with DIR, as necessary, on its performance of Project review audits and site interviews; and
 - Periodically review with SBCTA its compliance to State and Federal requirements for labor compliance.
- Observe and monitor DB, TSP, and other contractors labor relations with labor organizations on behalf of SBCTA, periodically review labor practices on the Project, and discuss labor issues with the DB, TSP, and other contractors, as appropriate, to mitigate potential for delays to Project completion. Make recommendations, as appropriate, on resolution of labor issues to SBCTA;
- Monitor DB, TSP, and other contractors for compliance to labor code requirements and provisions for labor harmony on the Project;
- Develop a DBE Contractor Performance Plan requirement for inclusion in the applicable contracts;
- Develop an annual DBE reporting update requirement for inclusion in the applicable contracts;
- Consider and develop contract-specific DBE goals for applicable procurements in accordance with Caltrans race-conscious directives;
- Participate in workgroup meetings relative to the development and finalization of all applicable DBE solicitations and contractual provisions;
- Confirm contractor-claimed DBE participation crediting in conformance with 49 CFR Part 26 and Caltrans directives, including Commercially Useful Function (CUF) provisions;

- Conduct Good Faith Efforts reviews of proposers for compliance with all DBE contract-specific goal requirements, as necessary, to determine responsiveness to applicable requirements;
- Review DB, TSP, and other applicable contractors' DBE reports for accuracy and coordinate with contractors to reconcile discrepancies; and
- Provide oversight of DBE and labor compliance activities of the DB, TSP, and other applicable contractors and general support to SBCTA, including compliance by the contractor with their DBE Performance Plan, and Federal, State, and Local requirements for prevailing wages and Davis-Bacon Act requirements.

D.5 Document Controls Management

- Under SBCTA's direction, in coordination with Caltrans, consultant shall provide, implement and maintain a SBCTA-Consultant document collaboration portal for all Project communications;
- Oversee integration of this electronic document collaboration portal, including administration, with the DB's and TSP's document control systems once identified;
- Provide ongoing document management and control of all DB, TSP, and other contractor submittals and correspondence. Integrate the DB and SBCTA document management procedures and tools in support of transmittal, submittal processing, and approval requirements. This activity will include all Project documentation for design reviews, Requests for Information (RFIs), and all other submittals. Maintain the tools, filing, storage, and retention of Project documentation following Caltrans' uniform filing system. Consultant shall assist and support SBCTA, Caltrans and other Project Team staff with the proper authorizations, instruction and use of the system to facilitate the effective document management throughout completion of the Project.

E. Project Controls

Under SBCTA's direction, in coordination with Caltrans, provide overall Project controls management, administration, and oversight services related to the cost, scheduling, estimating, and document management requirements for the PCM, DB, TSP, and other related Project contracts including the necessary plans, procedures, tools, processes, and tasks for ongoing planning, budgeting, and control of the Project. The specific Project controls activities planned include the following:

E.1 Project Controls Management

- Provide review and management of the budget, cost engineering, scheduling, estimating, and document controls processes and

procedures. Review the monthly invoices for the DB and TSP to maintain conformance with the Work Breakdown Structure (WBS) cost structure;

- Provide monthly trend registers, cost, and schedule reports on Project performance, both separate and in conjunction with, the DB and TSP reporting requirements. Reporting will be provided in an agreed upon format on activities with stakeholder and third-party agencies. Provide any other necessary documentation deemed required to support Project performance monitoring;
- Update and document changes in the Project processes and procedures as provided for in the PMP and submit, as necessary, for reviews and approvals by SBCTA, Caltrans, and FHWA;
- Perform periodic reviews and analyses of the DB and TSP cost performance, as appropriate, to determine trends that may result in potential claim situations, and document such analyses and monitor trends; and
- Monitor and report, as necessary, SBCTA program costs that are external to PCM contract. This will include costs associated with the Project that are incurred through other agreements, in accordance with State, Federal, or Local requirements, or as otherwise defined under the PCM contract.

E.2 Cost Engineering

- Prepare monthly invoices for contract services with adequate budget allocation for actual costs incurred; check for compliance to contract compensation requirements; monitor charges to established WBS codes to support cost control and reporting; verify appropriateness of charges; and respond to SBCTA questions or comments on invoicing;
- Develop budgeting for work tasks for Consultant activities; assign tasks against the WBS; monitor labor charges and expenses for validity and proper coding; and provide progress and reporting support for internal management and client needs;
- Review monthly invoices/progress payments submitted by the DB and TSP as to compliance with contract requirements and progress achieved on the Project; and
- Coordinate development of reports related to SBCTA program costs that are external and internal to the PCM contract. Coordinate with DB and TSP to develop additional reports, as necessary.

E.3 Scheduling

- Prepare and maintain an overall Project schedule and coordinate with all Project disciplines to schedule updates and provide monthly

reporting to SBCTA. Include identification and analysis of resource constraints and requirements, as appropriate, and any constraints to costs and cash flow;

- Provide schedule analyses, as required, to address schedule issues and concerns resulting from Project activities, either of Caltrans, SBCTA, and/or Consultant, or of the DB and TSP. In addressing issues, determine and recommend recovery actions, including resource and cash flow requirements;
- Review the DB and TSP design and construction schedule to monitor compliance with their contracts, and incorporate their schedules into the master program schedule. Provide analysis and document all schedule changes and their impacts to the baseline schedule, and request and analyze recommendations of DB and/or TSP recovery plans;
- Participate in weekly DB and TSP scheduling meetings to coordinate respective schedules, identify areas of schedule concern, monitor schedule performance, and track schedule alignment of weekly schedules to Project schedules;
- Schedule, coordinate, and attend meetings, as necessary, to support Project schedule activities, including preparation of agendas, meeting minutes, and action items; and
- Provide monthly schedule reports on Project performance, both separate and in conjunction with, DB and TSP reporting requirements. Provide any other necessary supports deemed required to support Project performance monitoring.

E.4 Cost Estimating

- Consultant shall review the current project cost estimate and budget, and prepare a new cost estimate and firm budget for the Project, including the provision for contingencies and escalations and submit to SBCTA for approval. The cost estimate and budget shall be updated quarterly as new information is developed, changes to the budget shall be tracked as variances, and SBCTA shall be notified on a prompt and regular basis. Any change or variance from the Project budget will be submitted to SBCTA for approval;
- Provide review and analyses of potential CCOs submitted by the DB and TSP, including presentation of cost and schedule impacts, solutions to mitigate impacts, and recommendations to SBCTA and other stakeholder agencies for approval; and
- Provide estimating support, as necessary, to review and analyze DB and TSP changes and value engineering proposals. Provide recommendations to SBCTA.

F. Construction Management

Under SBCTA's direction, in coordination with Caltrans, provide Construction Management services for supporting construction OV administration and compliance to contract requirements by the DB and TSP. In accordance with Assembly Bill 401, the Consultant shall provide administrative management, staff and related support services necessary to complement and facilitate the Caltrans construction OV effort as outlined within Section A.5. Consultant shall emphasize a focused effort, combined with strategic management personnel, to implement and continuously maintain a positive team environment and collaborative relationship with Caltrans in efficiently and jointly performing construction OV tasks. These services include:

F.1 Construction Management

- Organize, schedule and conduct a pre-construction conference that includes all agencies, utilities, DB and TSP that will be participating in the Project and other impacted projects within the limits of the Project. Provide all meeting support services such as meeting notices and meeting minutes;
- Provide and implement a construction management staffing plan that effectively integrates with Caltrans' role, responsibilities, and staffing for the Project and provides the necessary resources and capabilities to oversee and monitor the quality of construction work performed by the DB and TSP. The staffing plan should strategically recognize Caltrans key role as State highway owner, Project advisor and approving agency, hence, OV efforts should be performed together jointly in collaboration with PCM and Caltrans staff as one team - functioning as one streamlined, cohesive OV effort and avoiding a duplication of staffing, efforts and reviews;
- Monitor the DB and TSP overall planning of construction activities to identify critical milestones and priorities, and to determine budget estimates and staffing requirements for the defined scope and schedule;
- Prepare and submit the monthly report of construction activity and progress that relates to DB and TSP progress and compliance to contract requirements;
- Field monitor DB and TSP construction activities and compliance to their safety plan. Note concerns or deficiencies immediately to DB or TSP for their implementation of corrective measures;
- Develop/implement a field issue resolution program, including issue identification and resolution by the DB, TSP or other appropriate agencies;
- Observe and identify all potential changes in SOW based on DB and TSP activities, review all CCOs submitted, and perform required analyses and recommendations to SBCTA for disposition;

- Review work status and recommend to SBCTA when the Project is substantially complete. Prepare a summary of the status of the work of DB and TSP and a "punch list" of any incomplete work or work that does not conform to the contract documents. Coordinate and assist Caltrans in conducting final inspections and oversee completion of all work. Recommend relief of maintenance to SBCTA for DB and TSP for all or portions of the Project; and
- Certify the amount of the final payment due to DB and TSP and assist SBCTA with the processing of any final contract changes and the resolution of any claims. Obtain evidence of certification of all lien releases, transfer of title to appropriate agencies, and certification of delivery of final record drawings to Caltrans. Secure and transmit to SBCTA all required turn-over items, including, but not limited to, guarantees, warranties, affidavits, releases, bonds, waivers, keys, manuals, and maintenance stock.

F.2 Construction Services & Administration

- Serve as the primary liaison between Project team, ensuring timely and accurate distribution of information and materials;
- Establish and maintain Project records. Project recordkeeping shall include, correspondence, memoranda, contract documents, RFIs, CCOs, claims, SBCTA directives, meeting minutes, shop drawings, supplementary drawings, review and approval of submittals, and quantity calculations, measurements and daily Extra Work Reports that support progress payments, and other pertinent documents. Consultant shall maintain a record of the names, addresses, and telephone and fax numbers of the Contractors, subcontractors, and principal material suppliers;
- Research and compile statistical information and related data and produce special or recurring reports and complete special projects as assigned; maintain and monitor the operating budget as directed;
- Establish and maintain document archiving and retrieval systems (both electronic and hard copy), prioritizing the flow of Project reports/correspondence, and ensuring timeliness in the handling, processing, and resolution of requests, requirements, or problems;
- Establish and maintain follow-up files and confidential files for Project team;
- Make recommendations for additions or revisions to existing Project practices and policies. Serve as focal point for gathering newly published policies and the dissemination of materials;
- Maintain the Project team meetings calendar. Assist Project team in coordinating meetings; and

- Manage project vehicle fleet, maintaining monthly inspection, maintenance and fueling records.

F.3 Roadway Construction Oversight

- Monitor the overall planning of construction activities to identify critical milestones and priorities. Determine budget estimates and staffing requirements for the roadway work scope and schedule;
- Coordinate and conduct pre-construction and pre-activity meetings with the DB;
- Provide engineering assessment of plans for adequacy of design, particularly with respect to suitability to actual field conditions;
- Ensure compliance with the plans, specifications shop drawings, and material data submittals by the DB and TSP; recommend, modify, interpret, and edit special provisions and prepare modification estimates; and keep necessary records pertaining to construction progress, and budget performance;
- Monitor the DB construction QC programs, including the adequacy of capability of QC resources. Oversee and provide, as necessary, notification to the DB and TSP of rejected work when it is the opinion that the work or materials do not conform to the requirements of the Design-Build contract documents;
- Monitor compliance of DB and TSP safety plans and note concerns or deficiencies immediately to DB or TSP for their implementation of corrective measures;
- Support and assist with administration of Caltrans OV oversight activities and their recording of daily progress of the Project with accurate and complete daily reports, including weather conditions, work performed, number of workers, problems encountered, and other relevant data. Maintain independent photographic log of the construction progress indexed and geolocated for easy retrieval;
- Review all detour, lane closure, temporary access, signing, delineation, and traffic management and control plan for compliance with contract TMP requirements and all safety laws and regulations. Notify any deficiencies to DB or TSP for their immediate correction and compliance. Communicate any special notices to the public outreach team;
- Observe and identify all potential changes in SOW based on DB and TSP activities, and review all CCOs submitted, perform required analyses, and present recommendations to SBCTA for disposition. Maintain separate log and files to document all potential and actual changes;

- Perform oversight and review of laboratory, shop, and mill test reports of materials and equipment, as needed;
- Monitor DB and TSP compliance to inspection and surveys of properties adjacent to the Project to monitor possible ground movement or structural damage to properties that may be caused by the works; and
- Monitor test and inspection records and noncompliance reports for satisfactory resolution of noncompliant work.

F.4 Structures Construction Oversight

- Monitor the overall planning of construction activities to identify critical milestones and priorities. Determine budget estimates and staffing requirements for the structures work scope and schedule;
- Coordinate and conduct pre-construction and pre-activity meetings with the DB and TSP;
- Provide engineering assessment of plans for adequacy of design, particularly with respect to suitability to actual field conditions;
- Ensure compliance with the plans, specifications shop drawings, and material data submittals by the DB and TSP; recommend, modify, interpret, and edit special provisions and prepare modification estimates; and keep necessary records pertaining to construction progress, and budget performance;
- Monitor the DB and TSP construction QC programs, including the adequacy of capability of QC resources. Oversee and provide, as necessary, notification to the DB and TSP of rejected work when the work or materials do not conform to the requirements of the contract documents;
- Monitor compliance of DB and TSP safety plans and note concerns or deficiencies immediately to DB or TSP for their implementation of corrective measures;
- Oversee project-wide performance of construction inspection and OV oversight activities and their recording of daily progress of the Project with accurate and complete daily inspection reports, including weather conditions, work performed, number of workers, problems encountered, and other relevant data. Maintain independent photographic log of the construction progress indexed for easy retrieval;
- Perform oversight and review of laboratory, shop, and mill test reports of materials and equipment, as needed;
- Monitor DB and TSP compliance with field investigation and surveys of properties adjacent to the Project to monitor possible

ground movement or structural damage to properties that may be caused by the work; and

- Ensure that all test reports and records and noncompliance reports are satisfactorily resolved.

F.5 Toll System Construction Oversight

- Monitor the overall planning of construction activities to identify critical milestones and priorities. Determine budget estimates and staffing requirements for the structures work scope and schedule;
- Coordinate and conduct pre-construction and pre-activity meetings with the DB and TSP;
- Provide engineering assessment of plans for adequacy of design, particularly with respect to suitability to actual field conditions;
- Ensure compliance with the plans, specifications shop drawings, and material data submittals by the DB and TSP; recommend, modify, interpret, and edit special provisions and prepare modification estimates; and keep necessary records pertaining to construction progress, and budget performance;
- Monitor the DB and TSP construction QC programs, including the adequacy of capability of QC resources. Oversee and provide, as necessary, notification to the DB and TSP of rejected work when the work or materials do not conform to the requirements of the contract documents;
- Monitor compliance of DB and TSP safety plans and note concerns or deficiencies immediately to DB or TSP for their implementation of corrective measures;
- Provide construction oversight of the delivery of the toll system infrastructure by the DB. Validate/confirm the DB work, in coordination with the TSP, is correct per the design and technical requirements. This includes validating and testing power and communications conduit duct banks, gantries, CMS and camera pole installation, toll utility buildings, and emergency backup generators;
- Oversee the installation of TSP work, including roadside tolling equipment, communications and power, express lane cameras, CMS signage, traffic operations, and data center build out, document compliance with the contract requirements, and obtain signoff and acceptance by Commission and other stakeholder agencies, as required;
- Perform oversight and review of laboratory, shop, and mill test reports of materials and equipment, as needed;

- Monitor test and inspection records and noncompliance reports for satisfactory resolution of noncompliant work.

F.6 Office Engineering

- Coordinate with DB and TSP for completion and submittal of final record drawings or as-built drawings. The record drawings and documents shall be prepared and submitted in conformance with the contract requirements;
- Monitor that the DB and TSP maintain a detailed photographic history of the Project in compliance with their Design-Build contracts, including labels with location, direction of view, date, time, and any information of interest. Photographs shall be maintained in an electronic indexed album or SBCTA approved software. Photographs shall include, but not be limited to, conditions prior to construction, during construction, changes to detours, barricade placement, disputed work, rejected work, and completed work;
- Coordinate between Design and Construction personnel to receive and distribute Project plans and documents throughout the Project term;
- Perform general construction office duties relating to administration of construction contracts, such as processing extra work invoices, preparing progress estimates, and filing documents following Caltrans' uniform filing system;
- Monitor DB and TSP compliance with plans, quality of work, and construction activity; including review of selection/use of computer-based processes to compile engineering data, horizontal and vertical alignments, curve computations, and preparation of as-built plans;
- For schedule/work activities where the need is identified, prepare quantity calculations and quantity sheets for payment purposes and review calculations prepared by Roadway and Structures Resident Engineering teams;
- Prepare or assist in the preparation of CCOs for the purpose of making alterations, deviations, additions to, or deletions from the plans and specifications to ensure proper completion or construction of the contract by gathering critical information necessary and interpreting technical reports and data to determine a feasible solution;
- Resolve/close out RFIs and CCOs timely;
- Coordinate between field personnel in tracking and logging all field documents, including reports and daily Progress Reports;

- Track and document all safety procedures and reports;
- Track and document all environmental and stormwater pollution prevention related reports and inspections and coordinate with the environmental personnel on the Project;
- Track, monitor, and document all roadway closures on the Project, and document any Project related calls on Caltrans TMC;
- Develop, maintain, and update Project's contact matrix and assure posting and distribution to the Project's team;
- Provide the tracking and maintenance of Project work schedules, analyses, technical and production reports, and other documentation as required;
- Organize, prepare, and conduct field site investigations and visitations from Caltrans, SBCTA, and FHWA personnel to confirm Project progress, conduct studies, or any other purpose; and
- Schedule, coordinate, and attend meetings, as necessary, to support Project oversight and construction activities, including the preparation of meeting materials, agendas, minutes, and action item list

Contract Summary Sheet

General Contract Information

Contract No: C08008 Amendment No.: 3 Vendor No.: 01600
 Vendor/Customer Name: PTG Sole Source? Yes No
 Description: I-10 Corridor Project Development (PAED)
 Start Date: 07/01/2007 Expiration Date: 06/30/2018 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: _____

Dollar Amount			
Original Contract	\$ 9,902,330.00	Original Contingency	\$ 597,670.00
Revised Contract (Inclusive of Prior Amendments)	\$ 27,541,323.38	Revised Contingency (Inclusive of Prior Amendments)	\$ 585,382.62
Current Amendment	\$ 809,617.38	Contingency Amendment	\$ 155,000.00
TOTAL CONTRACT VALUE	\$ 28,350,940.76	TOTAL CONTINGENCY VALUE	\$ 740,382.62
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 29,091,323.38

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 12/07/2016
 Board of Directors Action: Approve amendment 3 to C08008

Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: _____ Type: Capital PAA Other
 Retention: _____ % Maximum Retention: \$ _____
 Services: Construction Intrgrnt/MOU/COOP A & E Services Other Professional Services
 Disadvantaged Business Enterprise (DBE) Goal _____ %

Contract Management: Receivable

E-76 and/or CTC Date _____ (Attach Copy) Program Supplement No.: _____
 Finance Letter Reversion Date: _____ EA No.: _____

All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes

Additional Information

Project Manager: Chad Costello

Attachment: CSS C08008 PTG Amend3 (2013 : Interstate 10 Corridor Contract 1)

ATTACHMENT A-2
DRAFT SCOPE OF WORK
TO COMPLETE ADDITIONAL PRELIMINARY ENGINEERING AND PROJECT
DEVELOPMENT WORK REQUIRED TO SUPPORT DESIGN-BUILD DELIVERY
PACKAGE OF I-10 CONTRACT 1

SCOPE OF SERVICES

In order to accelerate the project delivery schedule for I-10 Contract 1 and further advance preliminary engineering work as part of the RFP procurement package and help provide SANBAG more accurate construction bids from Design-Build Contractors, the following design, coordination and permitting tasks are required including:

1. – Advanced Structures Design and Technical Provisions (TP) development:

This task includes development of advanced planning bridge studies at three local interchanges including and detailed bridge designs at two bridge locations for bridges that span United States Army Corps of Engineers (USACE) drainage facilities. The three updated bridge advance planning studies are required to support design refinements that will reduce the temporary construction impacts and help facilitate improved traffic flow during construction.

At the two bridges which cross the USACE drainage facilities, Section 408 “Outgrant” permits will be required from the USACE before construction may proceed at these locations. The Section 408 permit process can require 12-18 months of coordination, and as part of the permit application the USACE requires bridge design plans and detailed hydraulic analyses to be submitted. The budget for this task includes the efforts to develop the bridge designs to a level sufficient to the USACE requirements for the 408 permit applications. Early start of this 408 permit task, will remove this item from the critical path of the project schedule, and will allow the construction contract to begin 6-12 months earlier.

2. – Environmental Permit Applications: There are a number of environmental permits that are required prior to start of construction including the following:

- Section 401 - Water Quality Certification; Agency: Regional Water Quality Control Board (RWQCB)
- Section 404 -Nationwide Permit; Agency: USACE
- Section 1602 - Streambed Alteration Agreement; Agency: California Dept of Fish And Wildlife (CDFW)
- Section 408 - Outgrant permit is for USACE to allow modifications to any existing USACE-constructed public works project.

Each of these permits must be obtained prior to the start of work by the construction contractor. In order to remove these permits from the critical path for the start of construction, this task will allow the current consultant who is preparing the Final Environmental Document to get an early start on the permit applications, to initiate

coordination with the agencies, and to obtaining the permits on behalf of SANBAG prior to the start of construction.

3. – Geotechnical Investigations: Provide detailed geotechnical data for the DB to use in developing preliminary designs and accurate construction bid information, this task consists of a detailed geotechnical investigation program. In addition, to minimize schedule risk associated with detailed design analysis and approval process related to the proposed bridge widening at the San Antonio Wash Bridge – directly over the 140-inch diameter Metropolitan Water District (MWD) Aqueduct, this task will provide detailed numerical analysis of the MWD line.

Earth Mechanics, Inc. (EMI) will provide geotechnical engineering services for the following items:

Drilling and Soil Sampling. EMI's will perform a field investigation program as presented in Table 1.

TABLE 1. PROPOSED SOIL BORING INFORMATION

Design Element	Number of Borings and Approx. Depth
Bridges (Replace or Widen)	18 borings: 100 feet each
Ground Anchor Walls at Haven and Milliken	3 borings: 50 feet each
Ground Anchor Walls at Trench Section	13 borings: 50 feet each

EMI field personnel will collect soil samples for laboratory testing, including bulk samples of near-surface soils and small disturbed and relatively undisturbed ring samples of deeper soils. The small disturbed and relatively undisturbed soil samples will be collected using split-spoon samplers at a vertical interval of about 5 feet, alternating between the Standard Penetration Test (SPT) sampler and the Modified California Drive (MCD) sampler. Samples of subsurface soils will be logged during the field investigation, secured in their containers or collected in plastic bags, and transported to the EMI laboratory.

Laboratory Testing. EMI will select representative soil samples for laboratory testing. Various laboratory tests will be performed to determine or derive physical and engineering characteristics of soils. Anticipated laboratory soil tests include: grain size distribution, direct shear, R-value, maximum density and optimum moisture content, and soil corrosion tests. Tests will be conducted in general accordance with California Test methods or ASTM standards.

Report Preparation. The soil boring data and laboratory test results will be included in a Geotechnical Data Report. This report will not include any engineering interpretation or analysis of the field and laboratory data.

NUMERICAL ANALYSIS OF MWD AQUEDUCT LINE: EMI will perform finite element analyses for 4 cross sections to study the conflicts between the proposed foundations and the MWD aqueduct; 3 cross sections at San Antonio Wash Bridge and one cross section for the retaining wall with a protective slab above the MWD aqueduct. In order to calibrate the soil model used in the numerical analysis, three soil borings will be obtained at the San Antonio Wash bridge location: one boring at each abutment and a third boring near the center pier. The boring deep will be 100 feet or refusal, whichever occurs first. In addition, geophysical measurements (P&S Logging) will also be collected in these three borings in order to supplement stratigraphic information and acquire compression (P) and shear (S) wave velocities as a function of depth. Soil strength, soil moduli and stress-strain characteristics will be based on Standard Penetration test (SPT) blowcounts obtained from the soil borings and shear-wave velocity measurements obtained from the P&S logging. Laboratory testing will consist largely of soil classification tests. One report will be prepared to summarize the field and laboratory test data and results obtained from the numerical analysis. We anticipate receiving report review comments from MWD; we will respond to those comments and issue a final report incorporating all the approval responses.

TRENCH SECTION – Retaining Walls between San Antonio Overcrossing and Sixth Street in City of Ontario. In order to support the preparation of preliminary retaining wall designs and accurate construction cost estimates by the DB, this task will include obtain borings and related geotechnical data along this portion of I-10. Using the soil boring data and soil laboratory test results, EMI will provide the following preliminary soil parameters to support Parsons in the ground anchor wall design at the Trench Section: Peak ground acceleration; Service and extreme event earth pressures; Bond stress (pull-out resistance).

EARTHWORK AND GEOTECHNICAL TECHNICAL PROVISIONS

Parsons will provide a template based on the Technical Provisions used in the current RCTC I-15 Design/Build project. EMI will review these TPs and modify to fit the conditions of the I-10 Design/Build Project.

4. - Right of Way Verification and Design Surveys

In order to support the development of accurate right of way information prior to issuance of the Design-build (DB) Request for Proposals (RFP), this task will include research and field surveying tasks to verify and the existing right of way lines along the I-10 corridor between the streets of Indian Hills Boulevard just west of the LA County Line to Etiwanda Avenue just east of the I-15 interchange. In addition, this task will include design survey tasks at all existing bridge locations to verify existing vertical and horizontal clearance data that will be required for preparation of the final design

requirements to be specified in the DB RFP. The specific tasks to be completed are described as follows:

I-10 Mainline and Interchange Centerline Mapping:

- a. Validate and update existing research used during the PA/ED phase to validate any changes to the existing centerline alignments.
- b. Validate I-10 Centerline Alignment with found monuments
- c. Validate Interchange Centerlines with found monuments
- d. Prepare Record of Survey Map with the above alignments to serve as a backbone for future mapping needs. Record with County Recorder upon approval of the county surveyor and Caltrans.

Deliverables: A recorded copy of the Record of Survey Map, electronic copy of map in Microstation format, survey monument recovery and field notes, point list file and surveyor's summary report.

I-10 Right of Way Review: Consultant will research Caltrans and County of San Bernardino Surveyor's Office for recently recorded mapping within the 10-mile corridor between Mountain Avenue west of the LA County Line to Etiwanda Avenue east of the I-15 Interchange. This research will concentrate on the areas adjoining the current highway right of way. Upon completion of the research, staff will begin to compare existing right of way mapping from the PA/ED phase to any new mapping. DEA to confirm record dimensions and alignments. This step will be known as the verification stage. No field validation will be performed during this task. A report will be generated including a list of research used to verify the record alignments, any changes or revisions made to the original PA/ED mapping, and any areas recommended for further discussions for resolving any discovered challenges to the verification.

I-10 Engineering Design Surveys: Utilizing mobile laser scanning, the project corridor will be scanned, including the 10 mile mainline and structures between Mountain Avenue west of the LA County Line to Etiwanda Avenue east of the I-15 Interchange. The main purpose for the collection is to extract clearances and profiles at the 18 client identified structures. Scan data collected while driving through the corridor can be available for other areas requiring clearances, for instance, sound walls or other structures. The scan collection will be tied to existing project control set.

5. – Utility Coordination: This task will include early coordination and relocation discussions with affected Utility companies regarding the 125 utility conflicts for the I-10 project, such that accurate information cost, schedule, procurement, temporary accommodations for each affected utility can be determined and fully addressed within the Design build request for proposals (RFP) and final contract documents. Consultant team will contact approximately 40 utility companies to confirm the existing utilities within the project area, discuss the existing and proposed disposition of each utility and prepare a preliminary utility conflict matrix to include within the design-build procurement documents.

Early advancement of this task will help define the limits and costs of the required utility relocation, and help provide sufficient detail that a DB contractor can accurately scope, schedule and price the required utility relocations, and to properly accommodate them in the construction staging plan. Preliminary potholing at approximately 40 locations will be conducted to support this effort and provide detailed survey data information for each location to include within the utility conflict matrix. The utilities within the bridge structures requiring replacement will be analyzed in more detail to consider special relocation challenges that may affect staging and construction sequencing so these construction requirements may be further defined within the procurement documents.

DRAFT

Minute Action

AGENDA ITEM: 6

Date: *November 10, 2016*

Subject:

Interstate 10 Corridor Contract 1: Design-Build Procurement Process

Recommendation:

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

- A. Authorize the Executive Director or designee to release Request for Qualifications (RFQ) No. 17-1001599 for the procurement of the design and construction (DB Work) of the Interstate 10 (I-10) Corridor Contract 1 Project (Project) through a design-build (DB) contract;
- B. Authorize the Executive Director or designee to evaluate initial proposals (Statements of Qualifications or SOQs) and shortlist no more than five proposers (Shortlisted DB Proposers) in accordance with and based on the criteria identified in the RFQ and any addenda;
- C. Authorize the Executive Director or designee to release a Request for Proposals (RFP) and future addenda to the Shortlisted DB Proposers for the DB Work for the Project through a DB contract;
- D. Authorize the Executive Director or designee to determine the top-ranked proposer for the DB Work, based on the best value evaluation criteria identified in the RFP and any addenda, to conduct subsequent negotiations with the top-ranked proposer, and, in the discretion of the Executive Director, proceed with negotiations with the next-ranked proposer if negotiations are unsuccessful with the top-ranked proposer as determined by the Executive Director in his sole discretion; to authorize the issuance of a request for revised proposals (also known as a request for best and final offers) and future addenda if in the interest of the San Bernardino County Transportation Authority (SBCTA) and the Project;
- E. Authorize payment to each of the Shortlisted DB Proposers to whom the contract is not awarded a stipend of \$500,000 for a total amount not to exceed \$2,500,000 for all responsive Shortlisted DB Proposers, after Board award of the DB contract or cancellation of the procurement after submittal of proposals in response to the RFP;
- F. Waive the Vendor Protest requirements of Policy 11007 for the DB Work, approve the protest procedures in the DB RFQ, and authorize the Executive Director or designee to draft appropriate protest procedures for the DB RFP as deemed appropriate and in the best interests of SBCTA, and in accordance with applicable state and federal law;
- G. Approve and authorize the use of I-10 Corridor Contract 1 Conflict of Interest Policy for the DB procurement for the Project.

Entity: CTC

Background:

The I-10 Corridor Contract 1 Project (Project) involves the design and construction of two tolled express lanes (Express Lanes) in each direction of I-10 from the Los Angeles/San Bernardino County line to the I-10/I-15 interchange. A new Express Lane would be constructed in each direction extending from the Los Angeles/San Bernardino County line to Haven Avenue in Ontario and the existing high occupancy vehicle (HOV) lane in each direction would be repurposed as an Express Lane to provide two Express Lanes in each direction. East of Haven Avenue to I-15, two Express Lanes would be constructed. These improvements are primarily within San Bernardino County, with minor improvements in Los Angeles County to accommodate the roadway transition between the existing HOV lane in Los Angeles County and the proposed Express Lanes in San Bernardino County. Transition zones between the existing HOV lanes in Los Angeles County and the proposed Express Lanes in San Bernardino County are being planned in coordination with state and local agency personnel in both counties and, combined with appropriate advance signage and striping delineation, will provide a safe operating transition for motorists. Ultimately, the Project will provide a seamless connection to future Express Lanes planned in Los Angeles County.

The Project team has analyzed procurement options with respect to the specific attributes of the Project and found that two separate best value procurements for the DB Work and the Toll Services would be most advantageous. The core scopes of work for the two projects are:

- DB consists of design and construction of the civil infrastructure elements for the Express Lanes and the necessary tie-in work to the existing I-10 corridor.
- Toll Services consists of two major components.
 - Design, installation, and implementation of the electronic toll collection system. This would include development of software and hardware systems.
 - Toll Operations and Maintenance (Toll O&M) consisting of operation and maintenance of the roadside toll system (including hardware, cameras, transponder readers, etc.) and development and operation of the back office functions associated with tolling. It is currently anticipated that customer service functions will be provided by a regional toll customer service center or another third party and that the Toll O&M will include coordination with such regional toll customer service center or third party. The Toll Services RFQ does reserve the right to add in a customer service center scope should it later be determined it is in the best interests of SBCTA and the Project to do so.

This agenda item pertains to the procurement of the Design-Build work. The estimated cost of the DB Work contract is \$400,000,000.

In a best value competitive procurement, the contract is awarded to the proposer who provides the best value to the owner, taking into account the proposer's capabilities and technical proposal as well as price. In a traditional lowest responsible bid procurement, the contract is awarded to the responsive bidder who offers the lowest price without regard to its specific qualifications or any technical proposal. Best value fosters enhanced innovation for the DB Work, and improved quality that will provide the owner with equal, or potentially better functionality, use, and quality than specified in the technical specifications while, at the same time, striking the right balance between cost and price considerations with technical quality and performance.

As a County Transportation Commission, the Board has the authority to deliver the DB Work through a design-build contract as provided for in Public Contract Code § 6820 et seq. (the “DB Law”).

Environmental Review and Schedule

The draft environmental impact report/environmental impact statement (DEIR/EIS) for the I-10 Corridor Project was released for public review on April 25, 2016. The public comment period for the DEIR/EIS began on April 25, 2016 and ended on June 13, 2016. Alternative 3 (Express Lanes) was selected as the Preferred Alternative on June 22, 2016. The Final Environmental Impact Report/Environmental Impact Statement (FEIR/EIS) is expected to be certified in summer 2017. A no-build alternative is always considered in the environmental process, and it is possible that the Project scope may need to be modified to comply with the environmental process, or that a no-build alternative may be adopted. Release of this RFQ and RFP does not commit the Commission or SBCTA to award the contracts or to undertake any action regarding the Project. Recommendations to award any DB or Toll Services contracts resulting from these procurements will not be brought to the Board unless and until the FEIR/EIS for the Project is approved. Table 1 provides a summary of the key Design Build Civil procurement milestones.

Table 1 – Procurement Milestones

Milestone	Design Build Civil Date
Release RFQ	December 7, 2016
SOQs Due	January 25, 2017
Finalize Short List	February 24, 2017
Release Industry Review RFP	March 10, 2017
Release Final RFP	July 2017
Proposals Due	January 2018
Board Approval / Contract Award	Spring/Summer 2018
NTP 1 (Administrative)	Spring/Summer 2018
Financial Close	Summer 2018

SB 1305 San Bernardino County Transportation Authority

As indicated above, the DB RFQ is anticipated to be released before January 1, 2017, and will be released by the San Bernardino County Transportation Commission (Commission). On January 1, 2017, Senate Bill 1305 (SB 1305) will become effective and will consolidate the San Bernardino County Transportation Commission into the San Bernardino County Transportation Authority (SBCTA). SBCTA will have all of the powers currently possessed by the Commission including procurement authority under the DB Law discussed above. The DB RFP is expected to be released after SB 1305 is in effect and will be released by SBCTA. The contract awarded will be awarded by SBCTA. All references in this report to the Commission and all recommendations for the Commission will apply to SBCTA effective January 1, 2017.

Recommendations A, B, C, and D - Design-Build Work

The DB procurement would be awarded under a two-step procurement process, an RFQ (attached) phase and an RFP phase. Following submissions of statements of qualifications (SOQs) in response to the applicable RFQ, it is anticipated that staff would evaluate the SOQs and shortlist not less than three, nor more than five proposer teams (Shortlisted DB Proposers). Through the issuance of an RFP, the Shortlisted DB Proposers would be invited to submit technical and price proposals (Proposals). Following evaluation of the Proposals, the Executive Director or designee will identify the highest ranked Shortlisted DB Proposer and commence negotiations. Should negotiations with a highest ranked Shortlisted DB Proposer be successful, a final contract will be brought before the Board for approval. Should negotiations with a highest ranked Shortlisted DB Proposer be unsuccessful, staff may commence negotiations with the next highest ranked Shortlisted DB Proposer and the foregoing process shall continue. At any time, the Executive Director may reject any and all proposals or require that staff issue a request for proposal revisions (sometimes known as a “best and final offer”), in which case, the foregoing evaluation and negotiation process would be followed with respect to the revised proposals. The Executive Director may also cancel the procurement at any time if it is in the interest of the SBCTA.

Recommendation E - Stipends

A stipend is an amount paid to unsuccessful but responsive proposers. Stipends are commonly used by agencies nationally to reduce costs to the industry for participation in DB procurements and provide proposers partial compensation for the significant costs of development of technical concepts and innovations. Stipends generally cover up to 20-40 percent of the proposer’s cost to prepare a responsive proposal/bid. In exchange for the stipend, the agency retains the technical concepts and innovations and has the right to incorporate them into the project or elsewhere. Stipends have been found to also increase competition by allowing firms to participate due to lower proposal costs, improve the quality of the technical proposals by incentivizing teams to devote engineering resources to the pursuit and enhance price competition through keeping proposers in the game and through the foregoing technical innovations.

Under 23 CFR 636.112 and 636.113, FHWA provides for federal-aid participation in stipends with certain stipulations. There is no fixed formula for stipends. Industry surveys reveal that stipends are typically found to be in the range of 0.06 percent to 0.2 percent of the DB contract value. Since the Project is moderately complex, staff recommends a stipend in the middle of the industry range. Staff recommends a stipend of \$500,000 to each unsuccessful proposer, which is approximately 0.12 percent of the estimated DB contract value for the Project. Because the number of Shortlisted DB Proposers for the DB Work procurement are not known at this time, staff recommends that a not-to-exceed budget be established for the maximum five proposers as described in Recommendation B, which equates to \$2,500,000.

Payment of the stipend to the unsuccessful proposers will be made if their proposal is determined to be responsive, achieves a passing score under the criteria identified in the RFP, and all other eligibility conditions of the stipend agreement included in the RFP are met. Proposers will not receive a stipend if the Board, acting through the Executive Director, withdraws the RFP prior to the due date. Payment of the stipend to each unsuccessful proposer will be made (i) after the DB contract has been awarded to the successful proposer (who will not receive a stipend); and (ii) if

the procurement is cancelled after submittal of proposals (in which case, all proposers that meet the eligibility conditions in the RFP will be entitled to a stipend).

Recommendation F - Protest Procedures

The procurements for the DB Work will have unique attributes that differ from traditional Board procurements, including the time periods associated with the RFQ and RFP, the shortlisting procedures, and the value of the contracts. The Vendor Protest requirements set out in Policy 11007 do not take into account the practical and statutory requirements of the procurements and the need for certain and summary determinations of potential protests. Accordingly, it would be in the best interests of both SBCTA and the Proposers for each procurement that fair, expeditious and procurement-specific protest policies be included in the RFQ and RFP and that the protest procedures of Policy 11007 be waived. Such protest policies are included in the DB Work RFQ, and similar protest policies appropriate for the DB Work RFP will be included in the RFP.

Recommendation G – Procurement-Specific Conflict of Interest Policy

In anticipation of federal participation in a design-build Project, the Proposers and Proposers' team members must comply with organizational conflict of interest rules set out in Title 23 of the Code of Federal Regulations (CFR) at Part 636, Subpart A.

Under 23 CFR 636.103, an organizational conflict of interest is defined as follows:

“Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the owner, or the person’s objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.”

These federal rules are included in a draft I-10 Corridor Contract 1 Conflict of Interest Policy (Conflict of Interest Policy) attached to the RFQ. This Conflict of Interest Policy provides that any person or firm under contract, or previously under contract with the Commission to prepare procurement documents, preliminary plans, planning reports or other project development products for the Project will not be allowed to participate in any capacity on a Proposer or Contractor team, with limited exceptions. This Conflict of Interest Policy is in addition to and more stringent than the conflict of interest rules of the California Political Reform Act embodied in the Commission’s Conflict of Interest Code set out in Policy No. 10102.

Staff recommends the Board approve the use of this Conflict of Interest Policy for these procurements in addition to Policy No. 10102.

Staff recommends approval of all recommendations.

Financial Impact:

This item does not impact the adopted SANBAG Fiscal Year 2016/2017 budget. This item will impact the SANBAG Fiscal Year 2017/2018 budget.

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, the draft RFQ, and the Conflict of Interest Policy.

Board of Directors Metro Valley Study Session Agenda Item

November 10, 2016

Page 6

Responsible Staff:

John Meier, Project Manager

Approved
Board of Directors Metro Valley Study Session
Date: November 10, 2016

Witnessed By:

SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION

REQUEST FOR QUALIFICATIONS (RFQ 17-1001599)

TO DESIGN AND BUILD THE

I-10 CORRIDOR CONTRACT 1 PROJECT

THROUGH

A DESIGN-BUILD CONTRACT

RFQ Issuance Date: December 7, 2016

SOQ Submittal Deadline: January 25, 2017

SANBAG

**1170 W. Third St., Second Floor
San Bernardino, CA 92410-1715**

RFQ Procurement Contact: Jeffery Hill, Procurement Manager

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Attachment: I-10 Corridor DB RFQ 17-1001599 (3220 : I-10 Contract 1 Design-Build Procurement Process)

PART A

1. INTRODUCTION

1.1. Introduction

The San Bernardino County Transportation Commission (“SBCTC”), in cooperation with the California Department of Transportation (“Department”), is pleased to present this Request for Qualifications (“RFQ”) to prospective entities or groups of entities (the “Proposers”) interested in submitting Statements of Qualifications (“SOQs”). SBCTC seeks interested entities to design and build two tolled express lanes on Interstate 10 in each direction generally between the Los Angeles/San Bernardino County line to the Interstate 10/Interstate 15 (“I-10/I-15”) system interchange through the Cities of Montclair, Upland and Ontario, and portions of Los Angeles County, otherwise known as the I-10 Corridor Contract 1 Project (the “Project”) through a design-build contract (“DB Contract”). The length of the Project is approximately 10 miles excluding mainline transition segments that extend from approximately 0.4 miles west of White Avenue in the City of Pomona at Post Mile (PM) 44.9 in Los Angeles County to 0.2 miles west of the Cherry Avenue overcrossing in the City of Fontana. Initially capitalized terms not otherwise defined in this RFQ have the meanings set forth in Exhibit 1. Use of the term “include”, “includes” or “including” should be read as if followed by the words “without limitation” or “but not limited to”, as the case may be.

The Project will have multiple access points and will serve as high-occupancy vehicle (“HOV”) lane(s) for HOV 3+ users, and can be used by two-axle vehicles not meeting HOV 3+ requirements in return for payment of a toll and utilized as a tolled express lane. The toll will be adjusted to maintain free flow travel conditions based on congestion in the I-10 Express Lanes. These improvements will enhance regional mobility and offer greater user flexibility of the regional transportation system. The majority of the proposed improvements are anticipated to be constructed within existing Department right-of-way (“ROW”), requiring both inside median and outside mainline widening. However, ROW acquisition that includes fee takes and various types of easements will be necessary to accommodate construction of the Project.

Continuing growth and development along the I-10 corridor is projected to result in increased traffic demand and congestion resulting in high levels of capacity deficiency; longer commute times; increased energy consumption; more air pollution; higher accident rates that are typically related to congestion; and operational degradation of the freeway mainline, local interchanges, and the adjacent local arterials. All of these challenges point to the need for implementation of the Project.

The design, installation, integration, deployment, testing, management, operation and maintenance of the toll collection system and provision of some or all customer service, back office and traffic management services (“Toll Services”) will be undertaken by SBCTC through a separate toll services contract (“Toll Services Contract”). SBCTC has not yet identified the toll services provider (“Toll Services Provider”), but will issue an RFQ and intends to select and contract with Toll Services Provider concurrently with this procurement. It is currently anticipated that an award for Toll Services Provider will be made in late spring of 2018.

The anticipated scope split among Toll Services Provider, CSC Provider and DB Contractor is as follows:

- DB Contractor will be responsible for the design and construction of all toll system structures and civil infrastructure (utilizing design criteria and inputs from the Toll Services Provider) for the Toll Services components, as set out in further detail in Part A, Section 2.3.
- Toll Services Provider will be responsible for the design, integration, installation, deployment, testing and commissioning of the toll collection system and a back office system, customer service center system, traffic management system and dynamic pricing system. Toll Service Provider will be responsible for providing design criteria and inputs to the DB Contractor for the tolling system structures and infrastructure early in the design phase in order to allow the DB Contractor to take such design criteria and inputs into account in its design.

Final details of the specific scope and task delineation between Toll Services Provider and DB Contractor will be included in the RFP.

Additional Project history, outreach and background information is available at the following website:

<http://www.1015projects.com/>

A copy of the preliminary engineering and environmental technical studies and reports completed to date may also be reviewed and downloaded at the following website:

http://www.sanbag.ca.gov/projects/mi_fwyl-10-corridor.html

The estimated cost of the DB Work \$400 million and the estimated cost of the overall Project is \$620 million.

1.2. Contract Model

It is anticipated that the DB Contractor will undertake the DB Work for a fixed lump sum price payable as progress payments, as further described in Part A, Section 3.1.

1.3. Project Goals

The primary goal of the Project is to improve traffic operations on I-10 in San Bernardino County to reduce congestion, increase throughput, enhance trip reliability, and accommodate long-term congestion management of the corridor.

More specifically, objectives of the Project (which are not listed in order of importance) include:

- Reducing volume-to-capacity (v/c) ratios along the corridor;
- Improving travel times within the corridor;
- Relieving congestion and improving traffic flow on the regional transportation system;

- Addressing increased travel associated with existing and planned development;
- Providing a facility that is compatible with transit and other modal options;
- Providing consistency with the SCAG RTP, where feasible, and in compliance with federal and state regulations;
- Providing a cost-effective Project solution;
- Minimizing environmental impacts and ROW acquisition;
- Promoting sustainable travel and livability for the corridor;
- Completion of the Project and opening to traffic by mid-2022; and
- Providing efficient construction staging plans and related traffic management plans affecting the freeway, ramps and local streets;
- Promoting a safe work environment throughout the duration of the Project.

1.4. Procuring Agency, Key Stakeholders

SBCTC is the procuring and contracting agency for the Project, working in cooperation with Department and the Federal Highway Administration (“FHWA”). SB 1305, signed into law by Governor Brown on August 26, 2016, will become effective on January 1, 2017. At that time, the procuring agency will transition from San Bernardino County Transportation Commission to San Bernardino County Transportation Authority. Any contracts entered into as a result of this procurement will be with SBCTA. No impact on the procurement or on Proposers is anticipated as a result of this new law and transition.

Department and FHWA will have certain oversight and approval rights with respect to the Project (including Department’s rights to review, comment, and/or approve certain Project design submittals and certain change orders). In addition, Department and FHWA will provide certain oversight and technical services to the Project. SBCTC and Department will enter into a cooperative agreement setting forth their respective roles and responsibilities with respect to development, design, and construction of the Project, as well as a toll facilities agreement relating to the operation of the toll facility. These agreements are currently being developed and negotiated and will be made available to Shortlisted Proposers once they have been executed. The cooperative agreement is currently anticipated to be executed in summer 2017 and the toll facilities agreement in fall 2017.

1.5. Role of SBCTC

SBCTC is the lead sponsor agency and generally responsible for the following activities:

- Obtaining the appropriate NEPA/CEQA environmental clearances for the Project;

- Overall program administration;
- Preparation of this RFQ and a Request for Proposals (“RFP”), evaluation of SOQs, determination of the Short-Listed Proposers, evaluation of Proposals and selection of DB Contractor and award of a DB Contract;
- Contract administration;
- Quality verification and audit of the work and services of Toll Services Provider and DB Contractor;
- Provision of certain due diligence information and data included in the RFP;
- Identification of current and required Project ROW and easements identified in the RFP;
- Assistance with coordination with utilities;
- Assistance with coordination between Toll Services Provider and DB Contractor, though the primary responsibility for such coordination shall rest with Toll Services Provider and DB Contractor;
- Review and acceptance of DB Contractor’s work and services and payment for such work and services; and
- Public relations, community outreach and media efforts.

At SBCTC’s sole discretion, it may use its consultants in fulfilling or assisting with some or all of the responsibilities described in this Part A, Section 1.5.

1.6. General Overview of DB Work

DB Contractor will be responsible for furnishing and developing, and for obtaining final approval by SBCTC and Department of, the design for the Project and constructing the Project in accordance with the approved design and all related requirements of the DB Contract. All DB Work will be in accordance with SBCTC and Department standards, applicable federal, State and local law and approvals, industry best practices and the requirements of the DB Contract. DB Contractor will also be responsible for coordination with SBCTC’s Project team, Department, FHWA, Project stakeholders, Toll Services Provider and the public. Further detail on the DB Work is set out in Part A, Section 2.3.

1.7. The Procurement Process

SBCTC will use a two-step procurement process to select DB Contractor. This RFQ will be followed by an RFP.

This RFQ is the first step in the procurement process and is issued to solicit information, in the form of SOQs. SBCTC will evaluate the SOQs to determine a short-list of the Proposers that are the most highly qualified to perform the DB Work (the “Short-Listed Proposers”) in accordance with the procedures and evaluation criteria described in Part A, Section 6.

The second step of the procurement process will include an industry review process with the Short-Listed Proposers involving draft RFP documents and one on one meetings followed by SBCTC's issuance of an RFP to the Short-Listed Proposers and the selection of DB Contractor. Additional one-on-one meetings are currently contemplated after such issuance.

See also Part A, Section 4.2 for additional information.

1.8. RFQ Schedule and Overall Procurement Schedule

SBCTC anticipates carrying out the RFQ process in accordance with the following schedule:

Issue Request for Qualifications	December 7, 2016
Deadline for questions regarding the RFQ and any addenda issued on or before December 16, 2016	December 21, 2016
Questions relating to any addenda issued after December 16, 2016	Noon Pacific Time on the date that is three (3) business days after the addendum is issued (but no later than the SOQ Submittal Deadline)
SOQ Submittal Deadline	January 25, 2017
Anticipated Announcement of Short-Listed Proposers	February 24, 2017

Following the announcement of the Short-Listed Proposers, SBCTC anticipates the following procurement activities and schedule:

Circulate draft RFP to Short-Listed Proposers	March 2017
Industry Review Period	March – July 2017
Issue final RFP for DB Work	July 2017
DB Work Proposals Due	January 2018
Award and execution of DB Contract	Spring/Summer 2018

2. PROJECT DESCRIPTION AND SCOPE OF DB WORK

2.1. Overview of Project

I-10 is a critical link in the state transportation network and is used by interstate travelers, local commuters and regional and inter-regional trucks. The efficient movement of people through San Bernardino County is limited by the existing capacity of the transportation networks.

Existing deficiencies of I-10 through San Bernardino County include:

- General purpose lanes peak-period traffic demand that exceeds capacity
- I-10 High Occupancy Vehicle (“HOV”) lane operation that is degraded during peak periods.

The Project is the first contract envisioned under the 33-mile I-10 Corridor currently in environmental review. The Project will widen the existing I-10 freeway between the Los Angeles/San Bernardino County line and I-15, a distance of approximately 10 miles.

Figure 1: I-10 Vicinity Map



2.2. Project Details

The Project involves designing and constructing two Express Lanes in each direction of I-10 from the Los Angeles/San Bernardino County line to the I-10/I-15 interchange. A new Express Lane will be constructed in each direction extending from the Los Angeles/San Bernardino

County line to Haven Avenue in Ontario and the existing HOV lane in each direction would be repurposed as an Express Lane to provide two Express Lanes in each direction. East of Haven Avenue to I-15, two Express Lanes will be constructed in each direction. These improvements are primarily within San Bernardino County, with minor improvements in Los Angeles County to accommodate the roadway transition between the existing HOV lane in Los Angeles County and the proposed Express Lanes in San Bernardino County. Transition zones between the existing HOV lanes in Los Angeles County and the proposed Express Lanes in San Bernardino County are being planned in coordination with state and local agency personnel in both counties and, combined with appropriate advance signage and striping delineation, will provide a safe operating transition for motorists. Ultimately, the I-10 Express Lanes will provide a seamless connection to future Express Lanes planned in Los Angeles County.

The Express Lanes would serve both HOVs and single-occupancy vehicles (SOVs). At this time it is anticipated that vehicles not meeting the HOV 3+ occupancy requirement and SOVs would pay a toll to use the Express Lanes. HOVs meeting the occupancy requirement would use the Express Lanes free of charge or at a discounted rate. Through the use of congestion pricing on the Express Lanes, users will benefit from improved travel time savings. Tolls to be charged will vary using a dynamic pricing methodology based on congestion levels. The I-10 Express Lanes will accommodate many travel choices, including carpooling, vanpooling, express bus, and SOV travel. A complete electronic toll collection system is planned for the Project, using both transponder and license plate recognition systems.

The Project will:

- Add one Express Lane in each direction from the Los Angeles/San Bernardino County line to Haven Avenue to operate jointly with existing HOV lanes as two Express Lanes in each direction;
- Add two Express Lanes in each direction from Haven Avenue to I-15;
- Provide five at-grade access points to the Express Lanes;
- Provide California Highway Patrol enforcement/observation areas in the median at selected locations along the corridor; and
- Re-establish or modify existing auxiliary lanes along the corridor and construct a new EB auxiliary lane between Mountain Avenue and Euclid Avenue.

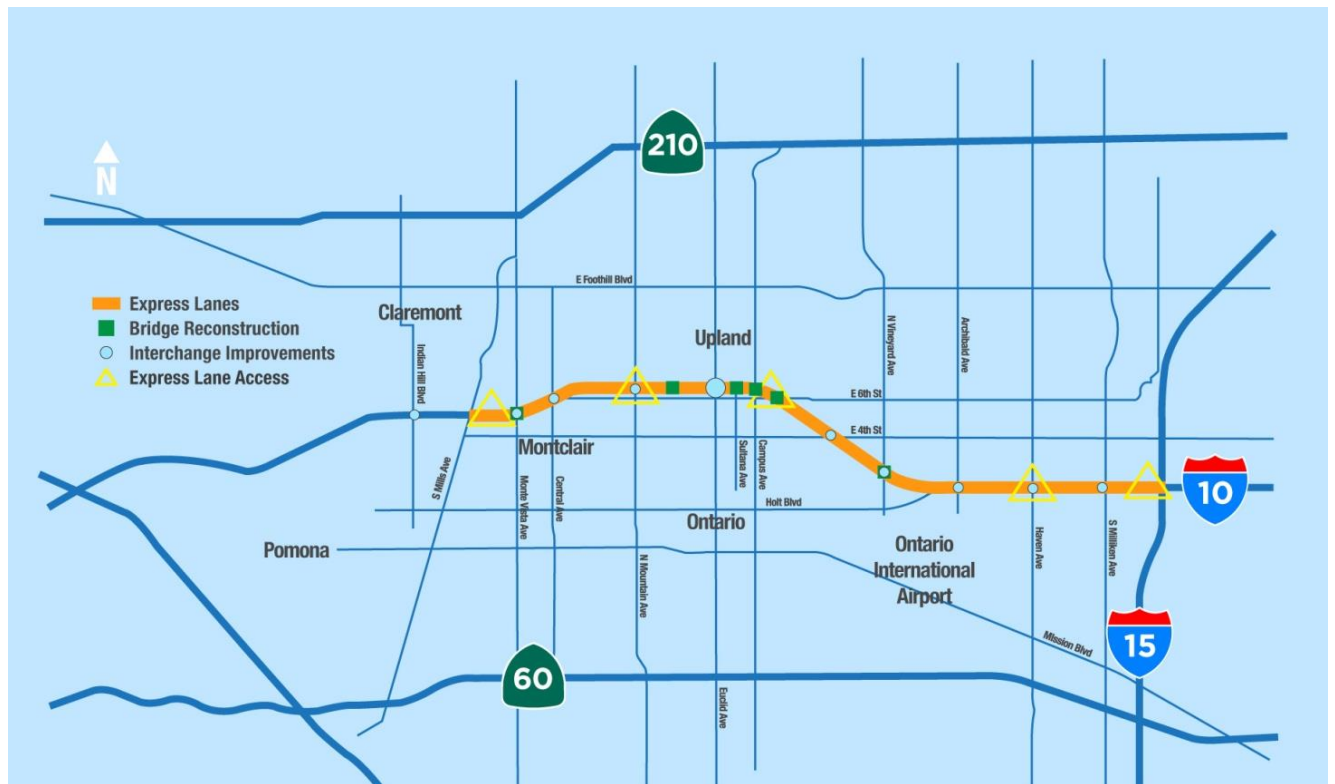
In addition, the Project and scope of work may include pavement rehabilitation (slab replacement) work in some portion(s) of the I-10 Corridor.

To accommodate the added Express Lanes, the Project includes reconstruction and/or modification of existing ramps at 10 interchanges, 7 local arterials, and 26 structures, including box culverts, and new or reconstructed retaining walls and sound walls. Existing concrete barrier, temporary railings, metal beam guardrails, and thrie-beam barriers in the median of I-10 would be replaced by Type 60G concrete barriers, and median lighting would be provided at intermediate access points. Existing auxiliary lanes would be re-established in kind and additional lanes added where warranted. California Highway Patrol enforcement areas would be provided on I-10 at selected locations, including on-ramps and medians.

The majority of all proposed improvements are anticipated to be constructed within existing Department ROW, although some ROW will be required to accommodate the widening and construction work. Approximately seventy (70) utilities have been identified in the preliminary plans for potential relocation. No railroad work or related railroad agreements are anticipated for the Project.

As shown in Figure 2 below, five entrance and exit points are proposed along the 10-mile project (Los Angeles/San Bernardino County line, Mountain Avenue, 6th Street, Haven Avenue, and I-15). Three of these points are intermediate at-grade ingress/egress access points in each direction along the Project corridor, typically spaced at 3- to 4-mile intervals, to provide access to and from the Express Lanes for all local street interchanges along the corridor. The access point locations were strategically selected to serve heavy traffic interchanges along the corridor, as well as major destinations such as Ontario International Airport, Citizens Business Bank Arena, Scripps College, Pomona College, and Ontario Mills shopping center, while meeting the State freeway requirements for geometric, safety, and operational constraints.

Figure 2: I-10 Corridor Contract 1 Features



Attachment: I-10 Corridor DB RFQ 17-1001599 (3220 : I-10 Contract 1 Design-Build Procurement Process)

2.3. Scope of DB Work

This Section 2.3 will provide Proposers with basic background information regarding the general scope of the DB Work to allow Proposers to formulate teams and submit SOQs. The detailed scope of work for the RFP is in development and may differ from the high-level information provided in this RFQ.

The DB Work is anticipated to include:

- Design and construction of the Express Lanes infrastructure, including pavement, bridge widenings, bridge replacements, interchange improvements, retaining walls, sound walls, signs and associated drainage improvements. It is currently anticipated that the required pavement section will be provided to the Proposers in the RFP.
- Design and construction of certain supporting toll system infrastructure, including power and communication conduits, power supply to the tolling gantries and signs, toll signage, structures for future tolling equipment (e.g., CCTV and vehicle detection system) and equipment cabinet pads;
- Management of the design and construction of the Project;
- Obtaining required clearances, licenses, construction easements, and permits for DB Work, Work sites, storage areas, etc., both on- and off-site
- Coordination with Project stakeholders, Toll Services Provider, CSC Provider, and utility owners (including relocations and protection in place);
- Design and construction quality control and quality validation;
- Environmental mitigation and compliance monitoring;
- Environmental permitting;
- Additional environmental investigations, monitoring, investigation and remediation associated with or resulting from DB Contractor's activities;
- Maintenance and protection of traffic, including both temporary and permanent access to properties and may include work to support the on-site activities of the Toll Service Provider;
- Project safety and security;
- Preliminary engineering, such as surveying and geotechnical investigations;
- Drainage and erosion control;
- Site clearance;
- Construction waste disposal and handling;

- Coordination with Project-related public involvement activities; and
- Development of all required plans, including a project management plan, a communication plan, a quality plan, document control and schedules.

Details of the scope of the DB Work will be included in the RFP.

All DB Work will be required to be in accordance with SBCTC, Department and federal standards, applicable law and approvals, industry best practices and the requirements of the DB Contract. DB Contractor will be responsible for furnishing all labor, material, equipment, services and support facilities for the DB Work.

During the term of the DB Contract, it is anticipated that the DB Contractor will provide working space in a collocated office for the DB Contractor, SBCTC (including SBCTC's project and construction manager), the Toll Services Provider and the Department.

The Toll Services procurement will be undertaken concurrently with this procurement and award and execution of the Toll Services Contract is anticipated to be concurrent with award and execution of the DB Contract. It is currently anticipated that Toll Services Provider will provide detailed requirements for the toll structures, power requirements, communication requirements, conduit sizing and required paths, tolling electronic cabinet locations and requirements, any special pavement requirements, etc. early in the design phase for the DB Contractor.

The RFP will provide additional details concerning the DB Contractor's interaction and coordination with Toll Services Provider.

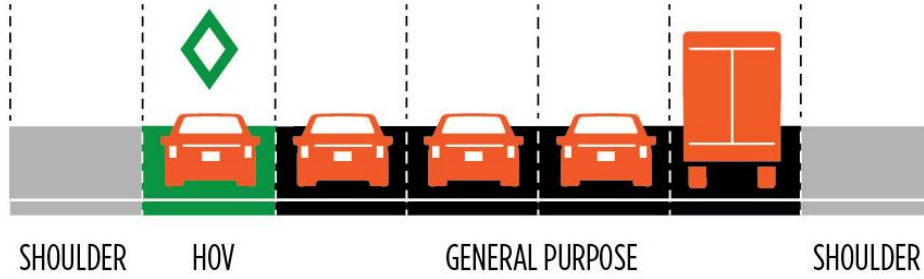
2.3.1. Typical Project Section

This Project will widen the existing I-10 freeway between the Los Angeles/San Bernardino county line and I-15, a distance of approximately 10 miles. The Project includes two tolled Express Lanes in each direction. West of Haven Avenue, a single new lane would be constructed and combined with the existing HOV lane to provide two Express Lanes in each direction; east of Haven Avenue the Project will construct two Express Lanes in each direction. The RFP will provide more detailed sections for the individual tolling zones and specify additional system requirements.

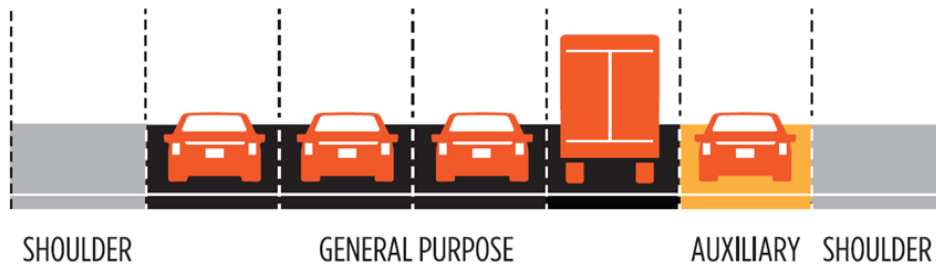
A typical half freeway cross section of the existing and proposed Project is shown below.

Figure 3: Existing and Proposed I-10 Express Lane Half-Cross Sections

EXISTING

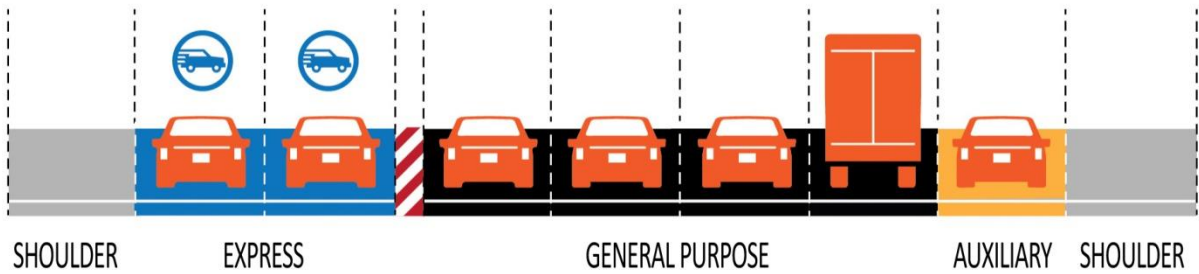


County Line to Haven



Haven to I-15

PROPOSED



Including conversion of existing HOV lane

Attachment: I-10 Corridor DB RFQ 17-1001599 (3220 : I-10 Contract 1 Design-Build Procurement Process)

There are a total of seven (7) toll zones for the Project consisting of three in the eastbound direction and four in the westbound direction. The access point cross sections generally consist of 11-foot or 12-foot travel lanes, a 2-foot buffer width and standard shoulder widths, though some locations require decreasing inside shoulder widths at constrained areas. The outside two travel lanes are planned to continuously provide 12-foot standard lane widths, as well as standard outside shoulder widths, at all locations to accommodate the heavy trucks along this segment.

2.4. Environmental Status of Project

The draft environmental impact report/environmental impact statement (“Draft EIR/EIS”) was released for public review on April 25, 2016. The public comment period for the I-10 Corridor Project Draft EIR/EIS began on April 25, 2016 and ended on June 13, 2016. SBCTC conducted extensive public outreach to notify the public of the availability of the Draft EIR/EIS and solicit public input and comments about the Project and results of the Draft EIR/EIS, including via mailers, newspaper advertisements, San Bernardino and Los Angeles County Clerk posting, Federal Register, social media, and at Department and SBCTC websites. In accordance with the requirements of NEPA and CEQA, the Department, in cooperation with SBCTC, held three public meetings to discuss the project and findings of the Draft EIR/EIS with the public. A total of 54 comments were received from the public meetings and via e-mail, mail, and phone messages during the public review period of the Draft EIR/EIS.

All comments from the public meetings and those received during the public review period have been considered and will be addressed in the Final Environmental Impact Report/Environmental Impact Statement.

Alternative 3 was selected as the Preferred Alternative on June 22, 2016 by the Project Development Team (PDT), after the Draft EIR/EIS public review period ended.

It is important to note that, at this time, the Project remains in the environmental process. Final environmental approvals and related requirements have not yet been secured. A no-build alternative is always considered in the environmental process, and it is possible that the Project scope (including the scope of any one section) may need to be modified to comply with the environmental process, or that a no-build alternative may be adopted. Nothing contained in this RFQ, including any description of the Project, is intended to modify, limit, or otherwise constrain the environmental process or commit SBCTC or any other entity to undertake any action with respect to the Project, including any procurement for the final design and construction of the Project.

2.5. Permitting and Other Governmental Agreements

It is currently anticipated that the following permits will be required for the DB Work:

- (a) United States Army Corps of Engineers (USACE) Section 404 and Section 408;
- (b) Regional Water Quality Control Board (RWQCB) Section 401 Water Quality Certification;

- (c) California Department of Fish and Wildlife (CDFW) 1602 Streambed Alteration Agreement;
- (d) National Pollutant Discharge Elimination System (NPDES); and
- (e) San Bernardino County Flood Control District (SBCFCD) Encroachment Permit.

SBCTC currently anticipates that it will submit initial applications for the permits identified in this Section and be the ultimate signatory for such permits. DB Contractor will be responsible for preparing design information and impact analysis to supplement the applications and obtaining the final permits.

The above list is not an exhaustive list and is subject to change. The RFP will provide further details regarding permits and allocation of responsibility for securing them together with DB Contractor's obligations with respect to environmental mitigation, compliance, monitoring and other environmental and permitting obligations applicable to the DB Work.

2.6. ROW Acquisition

SBCTC will begin the process of obtaining the necessary permanent ROW currently anticipated for the Project and will set forth a schedule of anticipated availability in the RFP. The ROW takes include full takes, sliver takes and permanent easements. It is anticipated there will be seven full acquisitions and 83 partial acquisitions (inclusive of sliver acquisitions and permanent easements). Temporary easements are also anticipated to be necessary to carry out the DB Work. SBCTC intends to obtain certain temporary easements, which will be set forth in the RFP. All other temporary easements and property rights will be the sole responsibility and risk of DB Contractor.

2.7. Site Conditions

2.7.1. Geotechnical

During the preliminary engineering phase, SBCTC has performed initial geotechnical investigations as required to support the preliminary engineering and environmental clearance efforts. SBCTC is moving forward to complete additional geotechnical field studies as necessary to supplement the RFP and intends to provide the geotechnical data to the Short-Listed Proposers as reference information to facilitate the Project.

2.7.2. Utilities

A number of utility lines (water, sewer, gas, electric, communications, etc.) cross I-10 within the Project limits. While it is not currently anticipated that any utilities will need to be relocated outside of the Project limits, it is expected that the utility scope of work of the DB Contractor shall require (a) relocation of utilities within the same general area and within the identified limits of disturbance following utility providers' requirements; (b) minor adjustments in utilities from the current location; or (c) protection of utility in place during construction. Utility-related design services are also anticipated to be included in the DB Work.

DB Contractor will also be responsible for either directly installing the utility service required for the tolling locations or coordinating the installation with the Toll Service Provider, including securing new service drops to the toll zones and providing power during the Toll Service Provider's testing and commissioning. Details regarding the respective responsibilities of the DB Contractor and the Toll Services Provider regarding utility service shall be set forth in the RFP.

2.7.3. Hazardous Materials

SBCTC has completed a number of hazardous material investigations required for environmental clearance. DB Contractor shall be responsible for performing any additional investigations as needed to support the approval of the related DB Contractor's design and construction activities.

2.7.4. Third Parties

DB Contractor shall be responsible for coordination with an array of third parties including utility owners, local, state and federal agencies.

The RFP will provide further details regarding third party coordination and responsibilities of DB Contractor.

2.7.5. Information Provided to Short-Listed Proposers

SBCTC will make existing geotechnical, utility and hazardous material reports and information available to Short-Listed Proposers with the RFP. Except as otherwise set out in the RFP and Contract, such information will be provided only as reference documents. DB Contractor will be required to gather any additional information, reports and data and perform the associated analysis it considers necessary to submit a Proposal and perform the DB Work. SBCTC does not anticipate that Proposers will need to conduct any such work in order to respond to this RFQ.

2.8. Interface with Toll Services Provider

It is currently anticipated that DB Contractor shall coordinate and work with Toll Services Provider to deliver the DB Work. In particular, it is currently anticipated that DB Contractor and Toll Services Provider shall coordinate and cooperate regarding the planning, design, scheduling, procedures, notification, safety and maintenance of traffic associated with physical access to the Project site for installation, integration, deployment, testing and commissioning of the roadside system.

As part of coordination, DB Contractor may be required to review and comment on Toll Services Provider schematic drawings and designs as they relate to DB Work and may be required to include the Toll Services Provider in design reviews that relate to tolling. DB Contractor may also be required to provide working space in a collocated office for Toll Services Provider.

2.9. Governmental Agencies, Key Stakeholders Coordination

Key stakeholders include the Department, FHWA, the City of Claremont, City of Montclair, City of Ontario, City of Pomona, City of Rancho Cucamonga, City of Upland, the County of San

Bernardino, County of Los Angeles, Omnitrans, U.S. Army Corps of Engineers, California Department of Fish and Wildlife, San Bernardino County Flood Control District and various resources agencies. The RFP will include the parties' respective obligations for coordination with all governmental agencies and third party stakeholders.

2.10. Other Due Diligence Activities

SBCTC is currently assessing if any additional information regarding site conditions or other due diligence beyond that which is provided in this Part A will be provided. Short-Listed Proposers may, during the RFP process, be asked to provide input on this topic; however SBCTC is under no obligation to provide such additional information.

3. NATURE OF AGREEMENT/PROJECT FINANCING

3.1. Contract Type and Payment

SBCTC intends to procure and deliver the DB Work using a best value selection process that, if awarded, will result in a fixed, lump sum design-build contract with the price payable as progress payments. It is currently anticipated that the RFP and DB Contract will include a maximum payment curve for progress payments.

Further detail on the amount, timing, and manner of payments will be included in the RFP.

Notwithstanding anything to the contrary in this RFQ, SBCTC reserves the right to revise the scope of this procurement and the delivery model.

3.2. Project Finance

SBCTC's funding plan currently consists of the use of user tolls, state and/or federal funds, and Measure I sales tax. SBCTC currently plans to finance a portion of the Project through a federal loan under the Transportation Infrastructure Finance and Innovation Act program ("TIFIA") and to issue toll revenue bonds to fund the design and construction of the Project. Both the TIFIA loan and toll revenue bonds will be paid back by future toll revenues.

3.3. Performance Security, Insurance and Indemnity

SBCTC anticipates that the DB Contract will require DB Contractor to provide both payment and performance security, guarantees and insurance coverage in connection with the DB Work, and to indemnify, defend and hold SBCTC, Department, FHWA and related entities and persons harmless against third party and other claims as specified in the DB Contract. Specific requirements for the performance and payment security, guarantees, insurance and indemnification will be included in the RFP and the DB Contract. SBCTC does not have the authority to provide a general indemnification to DB Contractor.

3.4. Standards for DB Contract

SBCTC anticipates including a set of project-specific standards and specifications in the RFP, as well as a baseline Project definition and configuration. The RFP may permit Short-Listed Proposers to propose, for SBCTC's consideration, alternative technical concepts (ATCs), exceptions and deviations from certain standards and requirements. The alternative technical concept process, including any constraints or parameters on potential submissions, shall be set forth in the RFP. All requests for deviations shall follow the requirements set forth in the RFP and the DB Contract. Proposers should note, however, that there may be restrictions on deviations from federal and state mandated design and construction standards.

3.5. Federal Requirements

Proposers are advised that the RFP will be drafted based on the assumption that the Project and the plan of finance for the Project will remain eligible for federal-aid funds. Accordingly, SBCTC cannot use local or geographical preferences in the evaluation of SOQs or Proposals for the Project (see Title 23 Code of Federal Regulations ("CFR") Section 636.107). In addition,

the procurement documents and DB Contract will conform to requirements of applicable federal law and FHWA regulations, including, but not limited to, Buy America requirements, Title VI of the Civil Rights Act of 1964, as amended, regarding Equal Employment Opportunity (“EEO”), and 49 CFR Title 49 Code of Federal Regulations Part 26, as amended, regarding Disadvantaged Business Enterprise (“DBEs”), as well as other applicable federal contractual requirements, including those set forth in FHWA Form 1273. Form 1273 located at: <http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>.

The Project is considered a Major Project by FHWA, and therefore it is a Project of Division Interest (PoDI). As such, all FHWA Major Project requirements have to be met and FHWA's oversight is required.

SBCTC reserves the right to modify the procurement process described in this RFQ to address any concerns, conditions or requirements of FHWA. Proposers shall be notified of any such modifications.

3.6. DBE and EEO Requirements

This solicitation is subject to the U.S. Department of Transportation's Disadvantaged Business Enterprise (DBE) Program, set forth in Title 49 CFR Part 26. Proposers shall be fully informed of the requirements of the regulations and Authority's DBE Program developed pursuant to these regulations. Proposers involved in the performance of work resulting from this RFQ shall take all necessary and reasonable steps to ensure that DBEs have the maximum opportunity to compete for and perform on this contract. **SBCTC currently anticipates the Overall Project DBE Goal is anticipated to be XX percent.** Information regarding these requirements and applicable goals will be included in the RFP.

In responding to this RFQ, a Proposer is not required to include team members to satisfy DBE goals, if applicable. It is currently anticipated that each Short-Listed Proposer will, as part of its Proposal, list all DBEs on its team as of the Proposal Due Date. A DBE performance plan on how it intends to meet the applicable DBE goals relating to the DB Work may also be required. Additional creative efforts to expand inclusion of other disadvantaged, minority, and women-owned firms and workers shall be encouraged.

3.7. Labor Compliance

The Project will be financed in whole or in part with federal funds; therefore, all pertinent statutes, rules, and regulations promulgated by the federal government apply. The Federal Prevailing Wage rates for the DB Work are predetermined by the United States Secretary of Labor under the Davis-Bacon Act (40 U.S.C. 27a).

Similarly, the DB Work also requires compliance with the Labor Code of the State of California commencing in Section 1770 et. seq. Additional information regarding these requirements shall be set forth in the RFP.

3.8. Warranties and Parent Guaranties

DB Contractor may be required to provide a warranty of some or all of the DB Work for a period specified in the DB Contract. Warranty bonds from DB Contractor may be required to support its obligations with respect to such warranties and work relating to such portions.

A guaranty of DB Contractor's obligations under the DB Contract shall be required under the following circumstances: (i) Proposer was advised by SBCTC that a guaranty would be required as a condition to short-listing of Proposer, (ii) DB Contractor's organization is a newly formed corporation or a limited liability entity, (iii) Proposer is not the ultimate parent entity in its organizational/corporate structure, (iv) the form of organization of Proposer changes after short-listing and SBCTC determines, in its sole discretion, to require a guarantor as a condition to approving such change; (v) if financial statements of a Financially Responsible Party are provided to demonstrate financial capability of Proposer or an Equity Member; (vi) as noted in Form D, note number 1; or (vii) Proposer's financial capability adversely changes between short-listing and the due date for the Proposal, as determined by SBCTC, in its sole discretion. In the event a guaranty is required, it must come from the ultimate parent or another entity acceptable to SBCTC, which will be determined before the Proposal due date.

Additional details regarding the guaranties and responsibilities shall be included in the RFP.

4. PROCUREMENT PROCESS

4.1. Statutory Authority

SBCTC is issuing this RFQ and carrying out the procurement in accordance with the provisions of Public Contract Code § 6820 et. seq. (the “DB Law”), as amended, other applicable provisions of law, and SBCTC’s Contracting and Procurement Policy.

Pursuant to Public Contract Code §6820 et seq., the California Legislature has authorized regional transportation agencies, in cooperation with Department, to award design-build contracts for highway, bridge, or tunnel projects for the Transportation Design-Build Program. The contracts may be awarded on the basis of the lowest responsible bid or best value, as determined by the regional transportation agency.

The procurement process authorized by Section 6820 et seq. includes the following steps: issuance of a request for qualifications, submittal of a statement of qualifications, evaluation of submittals and short-listing of Proposers, issuance of a request for proposals to short-listed proposers, submittal of proposals, evaluation of proposals, proposer selection, and award and execution of a contract.

4.2. Overall Process

The procurement involves a two-stage process: this RFQ followed by an RFP.

SBCTC will evaluate the SOQs it receives in response to this RFQ and will select the Short-Listed Proposers eligible to respond to the RFP in accordance with this RFQ. SBCTC intends to short-list no less than three (3) and no more than five (5) Proposers.

Following the selection of Short-Listed Proposers, SBCTC anticipates releasing a draft RFP for review and comment by the Short-Listed Proposers, including a draft contract and the DB Work technical requirements. SBCTC will schedule one or more one-on-one or group meetings to discuss issues and comments identified by the Short-Listed Proposers. Specific details concerning the draft RFP process will be made available to the Short-Listed Proposers following the announcement of the short-list.

The draft RFP process will include disclosure of materials and communications with SBCTC that are confidential in nature and Short-Listed Proposers will be required to execute a letter agreement, the form of which will be provided following short-listing. The letter agreement will address confidentiality as well as the protocols governing the draft RFP process.

After consideration of industry input, SBCTC intends to issue a final RFP to the Short-Listed Proposers. Additional one-on-one meetings are currently contemplated after such issuance. Answers to questions that arise after the issuance of the final RFP may be addressed in the form of addenda.

Following receipt and evaluation of Proposals, SBCTC may select a Preferred Proposer, based on the evaluation criteria listed in the RFP, with whom to negotiate and finalize the DB Contract for award and execution.

SBCTC currently contemplates that a best value evaluation process will be used to evaluate Proposals. The RFP shall set out SBCTC's rights and remedies if SBCTC is unable to finalize the terms and conditions of the DB Contract with the Preferred Proposer, the Preferred Proposer elects not to execute the DB Contract or any other condition to execution of the DB Contract with the Preferred Proposer is not satisfied, which may include, without limitation, that SBCTC may select the next highest rated Short-Listed Proposer(s) in succession to finalize the DB Contract for award and execution. Alternatively, SBCTC may, at any time, terminate the procurement. SBCTC further reserves any and all rights in the DB Law and any other statutes and procedures applicable to this procurement.

4.3. Payment for Work Product

SBCTC currently anticipates offering each unsuccessful Short-Listed Proposer that submits a responsive proposal to the RFP a stipend in exchange for ownership of the Proposal work product and the ideas created therein. SBCTC has authorized a stipend budget of up to **\$500,000** per unsuccessful Shortlisted Proposer.

Payment of such stipend shall be provided in return for the transfer and assignment to SBCTC of rights to intellectual property, ideas, materials, techniques, concepts, and approaches included in the unsuccessful Short-Listed Proposer's Proposal, and SBCTC reserves the right to use such property, ideas, materials, techniques, and approaches in connection with a DB Contract awarded for the Project, or in connection with any subsequent procurement, with no obligation to pay additional compensation to the unsuccessful Short-Listed Proposer. It is currently anticipated that the payment for work product shall be paid to eligible Short-Listed Proposers within 90 calendar days after the award and execution of the DB Contract or the decision not to award. Short-Listed Proposers eligible for the stipend will have the option to forego the stipend and retain such intellectual property rights. Additional details about the stipend and specific provisions regarding payment of the stipulated amount shall be included in the RFP.

No other payment shall be made in connection with this RFQ, and no payment will be made to Proposers that are not short-listed, fail to submit responsive Proposals by the Proposal Due Date or are disqualified from the process prior to award.

4.4. Questions and Requests for Clarification; Addenda

In order to facilitate receipt, processing, and response, Proposers must submit all questions and requests for clarification in writing to the RFQ Procurement Contact by e-mail or hard copy (if by hard copy, a flash drive containing the questions and/or requests for clarification must also be provided) at the address listed below.

Proposers must be a registered vendor on Planet Bids **Vendor Portal** (<https://www.planetbids.com/portal/portal.cfm?CompanyID=20136>) in order to download this RFQ, any addenda and any other Project communications.

The RFQ Procurement Contact for this RFQ and the Project is Jeffery Hill, SBCTC's Procurement Manager.

Where documents are required under this RFQ to be submitted in hard copy, Proposers shall use the following address:

San Bernardino County Transportation Commission
I-10 Corridor Contract 1 Project

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Request for Qualifications – DB Work
RFQ 17-1001599 PART A

San Bernardino County Transportation Commission
 1170 W 3rd St., Second Floor
 San Bernardino, CA 92410
Attention: Mr. Jeffery Hill, Procurement Manager
 Phone: 909.884.8276
 E-mail: db@sanbag.ca.gov

Proposers are responsible for ensuring that any written communications clearly indicate on the first page or in the subject line, as applicable, that the material relates to the "I-10 Corridor Contract 1 – DB Work Procurement."

Questions and comments, including requests for clarification or interpretation, shall (i) be sequentially numbered; (ii) specifically reference the relevant RFQ section and page number, unless such request is of general application (in which case the request for clarification shall so note); (iii) not identify the Proposer's identity in the body of the question; (iv) conspicuously identify whether Proposer views its question or comment as confidential or proprietary in nature; and (v) be in a format compatible and readable by Microsoft Word.

SBCTC will provide responses to Proposer clarification requests within a reasonable time following receipt, subject to the deadlines in Part A, Section 1.8. SBCTC will post responses to those questions of general application and requests for clarifications which SBCTC deems to be material and not adequately addressed in previously provided documents on the Website.

No telephone, facsimile or oral requests will be considered. No requests for additional information or clarification to any person other than the RFQ Procurement Contact as set out in Part A, Section 4.4 will be considered. Questions from a Proposer shall be submitted only by a single representative of that Proposer, and must include the requestor's name, address, telephone number and e-mail address, and the Proposer that he/she represents.

The questions and SBCTC's responses will be in writing and posted on Website to all Proposers, except that SBCTC intends to respond individually to those questions identified by a Proposer and deemed by SBCTC as containing confidential or proprietary information relating to Proposer's SOQ. SBCTC reserves the right to disagree with Proposer's assessment regarding the confidentiality of information in the interest of maintaining a fair process or complying with applicable law. Under such circumstances, SBCTC will inform Proposer and may allow Proposer to withdraw the question, rephrase the question, or have the question answered non-confidentially or, if SBCTC determines that it is appropriate to provide a general response, SBCTC will modify the question to remove information that SBCTC determines is confidential. SBCTC may rephrase questions as it deems appropriate and may consolidate similar questions. SBCTC may also create and answer questions independent of the Proposers' questions. SBCTC contemplates issuing multiple sets of responses at different times during the procurement process.

SBCTC reserves the right to revise this RFQ by issuing addenda to this RFQ at any time before the SOQ Submittal Deadline and will post any addenda on the Website. All addenda shall be in writing and shall only be posted to the Website. In issuing an addendum shortly before the SOQ Submittal Deadline, SBCTC shall consider whether an extension of the SOQ Submittal Deadline is warranted.

Proposers shall monitor the Website for information concerning this procurement and will be required to acknowledge in their transmittal letters (**Form A**) that they had access to all relevant materials posted thereon.

4.5. Project Documents

SBCTC has assembled certain documents and information relating to the Project and the Toll Services (the “Project Documents”), which are currently available to Proposers. Documents are posted at:

http://www.sanbag.ca.gov/projects/mi_fwyl-10-corridor.html;

http://www.1015projects.com/app_pages/view/24; and

<https://www.planetbids.com/portal/portal.cfm?CompanyID=20136>

See also Part A, Section 4.4 concerning Planet Bids. During industry review and in connection with the RFP, SBCTC intends to assemble certain additional documents and information relating to the Project and the DB Work, which will be made available to Short-Listed Proposers.

Except as otherwise specifically provided in this RFQ, SBCTC makes no representation or warranty as to the completeness of the list of available Project Documents or the accuracy, utility, completeness or relevance of any document contained thereon. Except as otherwise specifically provided in this RFQ, the RFP and the DB Contract, Proposers shall not be entitled to rely on such documents and shall use or elect not to use them at their sole risk.

5. SOQ SUBMITTAL REQUIREMENTS

5.1. General

SBCTC expects SOQs submitted in response to this RFQ to provide enough information about the requested items so as to allow SBCTC to evaluate the Proposers based on the criteria in this RFQ.

SOQs shall be submitted exclusively in the English language inclusive of English units of measure, and financial terms in United States of America dollar denominations.

5.2. Format

The SOQ shall consist of three (3) volumes (i.e., Volumes 1, 2 and 3). Each responding Proposer shall submit one (1) original and fifteen (15) copies (for a total of 16) of Volumes 1 and 3, and one (1) original and six (6) copies (for a total of 7) of Volume 2. Each volume shall be in a separate loose-leaf three ring binder. The original SOQ and each copy shall be contained collectively in one or more durable, sealed containers.

Each volume of the original SOQ must be clearly marked “Original” on its face and spine. Each copy shall be numbered 1 through 15 or 6 (as applicable) on its face and spine (and the copies containing financial information shall be specifically marked “Financial Information”). Each volume shall have the Proposer’s name and volume number clearly marked on the face and spine.

If applicable (see Volume 2, Section A, subsection d) the original and Copy 1 of Volume 2 shall each contain the original, audited financial statements prepared in a language other than English together with their English language translations. Copies 2 through 6 of Volume 2 shall contain only the English language translations.

In addition to the hard copy SOQ submittal, each responding Proposer shall submit an electronic copy (in CDs/DVDs or USB flash drive) of the SOQ in searchable and printable format compatible with portable documents format (.pdf) (except that original executed letters need not be searchable). The “.pdf” submissions must be organized to correspond to the “tab” requirements in Part A, Section 5.3. Proposer may elect to “index” the “.pdf” submission or provide a series of discrete “.pdf” files, named so as to correspond to the “tab” requirements in Part A, Section 5.3. Proposer’s “flash drive” or CD/DVD, or other physical conveyance of its electronic submission must be appended to Proposer’s “Original” Volume 1.

Submittals must be prepared on 8-1/2” x 11” sized white paper, except as noted below. Double-sided printing is requested. Each printed side shall be considered one (1) page. 11” x 17” pages are only allowed (and shall be included in the page count and numbered by Proposer as two (2) pages per printed side if contained in Volume 1) for **Form D**, schematics, organizational charts, other drawings or schedules, but not for narrative text. Printed lines may be single-spaced. Volume 1 (as described in Part B) shall have all pages sequentially numbered and not exceed fifty (50) pages. The following do not count toward the fifty (50) page limit and need not be sequentially numbered:

- **Form A** and any letters required to be appended to **Form A**;

- the Executive Summary;
- the Confidential Contents Index;
- **Forms B-1 and E, F, and H;**
- **Form D** (which has a separate maximum ten (10) page limit);
- the disclosures provided in response to Part B, Volume 1, Sections 1.9.1, 1.9.2 and 1.9.3 (each of which should be provided in an appendix to Volume 1);
- Volume 2 and
- Volume 3 (Forms B-2, C, G and Personnel Qualifications).

The font size in Volume 1 shall be no smaller than 12-point, provided the font in organizational charts, graphics and tables in Volume 1 may be 10-point so long as the organizational charts, graphics and tables are legible. Standard corporate brochures, awards, licenses and marketing materials shall not be included in a SOQ.

5.3. Contents and Organization

Proposers must organize their SOQ in the order outlined in Part B, Exhibit 2 is provided as an accommodation to Proposers, but is not guaranteed as to accuracy. Proposers are responsible for submitting with their SOQ all materials required by this RFQ. Additional material is subject to any applicable page limitation. Each volume may be subdivided as needed, so long as Proposers “tab” the content of their SOQ to correspond to the section reference for ease of SBCTC’s review.

5.4. SOQ Submittal Requirements

All packages constituting the SOQ shall be individually and clearly labeled with the name of Proposer and additionally labeled as follows:

Response to the Request for Qualifications (RFQ # 17-1001599) to Design and Build the I-10 Corridor Contract 1 Project.

SOQs shall be delivered by hand or express mail courier to the SBCTC “RFQ Procurement Contact” as set out in Part A, Section 4.4.

SBCTC will not accept regular mail, facsimile or e-mail submission of SOQs.

SOQs must be submitted by the SOQ Submittal Deadline. Time is of the essence and any SOQs received after that date and time will be rejected and returned unopened. SOQs will be accepted by SBCTC during normal business hours up to the SOQ Submittal Deadline and time specified.

Proposers are solely responsible for assuring that SBCTC receives their SOQs by the SOQ Submittal Date at the address listed in Part A, Section 4.4. SBCTC shall not be responsible for any delays in delivery beyond the control of SBCTC, including those caused by weather,

difficulties experienced by couriers or delivery services, misrouting of packages by courier or delivery services, improper, incorrect or incomplete addressing of deliveries and other occurrences.

Where forms are provided for submittal (including **Form A** through **Form H**), Proposers may not alter the forms, other than to complete the required information and to provide responses to the listed questions.

6. EVALUATION PROCESS AND CRITERIA

6.1. Responsiveness

Each SOQ received by the SOQ Submittal Deadline will be reviewed for (a) the responsiveness of the Proposer to the requirements in this RFQ, (b) conformance to the RFQ instructions regarding organization and format, and (c) nonconformities, irregularities, and apparent clerical mistakes which are unrelated to the substantive content of the SOQ. Those SOQs not responsive to this RFQ may be excluded from further consideration and the Proposer will be so notified. SBCTC may also exclude from consideration any Proposer whose SOQ contains a material misrepresentation.

6.2. Pass/Fail Evaluation

Following or in conjunction with evaluation of each SOQ for responsiveness, SBCTC will evaluate each SOQ based upon the following pass/fail criteria. A Proposer must obtain a “pass” on all pass/fail items in order for its SOQ to be evaluated qualitatively under this Part A, Section 6.3.

(a) The SOQ contains an original executed transmittal letter (**Form A**) as required in Part B, Volume 1, General.

(b) The Proposer is capable of obtaining a performance bond and a payment bond, each in the aggregate amount of \$400 million, from an Eligible Surety during the performance of the DB Work (through at least final acceptance).

(c) Neither the Proposer nor any other entity that has submitted **Form C** as required by this RFQ is currently disqualified, removed, debarred or suspended from performing or bidding on work for the federal government or any state government.

(d) Proposer and its Equity Members have the financial capability (as determined by SBCTC, in its sole discretion) to carry out the DB Work responsibilities potentially allocated to it as demonstrated by the materials provided in Volume 2, Section B of the SOQ. An “Equity Member” means (i) each entity with a direct equity interest in Proposer (whether as a member, partner, shareholder, joint venture member or otherwise) and (ii) each entity proposed to have a direct equity interest in Proposer. The evaluation will take into account the following considerations, among others identified as relevant by SBCTC, in its sole discretion, both currently as well as over the last three (3) years, as appropriate:

- Short-term liquidity;
- Long-term debt and solvency outlook; and
- Additional considerations related to treatment of subsidiaries, tax and special liabilities, etc.

(e) The Proposer team when taking into account all of its team members’ experience, has the minimum design and construction capability (as determined by SBCTC, in

its sole discretion) to carry out the responsibilities for the DB Work potentially allocated to it in the DB Contract.

(f) The information disclosed in **Form C** and/or in response to Part B, Volume 1, Section 1.9, does not, in SBCTC's sole determination, materially adversely affect the Proposer's ability to carry out the responsibilities for the DB Work potentially allocated to it.

(g) Proposer or Proposer team members (on behalf of Proposer) make the express, written commitments as required by Part B, Volume 3, Section B regarding the availability of individuals designated in the SOQ for the Key Personnel positions.

(h) Proposer and each Equity Member have an acceptable safety record, as demonstrated on **Form E**. A safety record for Proposer and each Equity Member shall be deemed acceptable if (i) its experience modification rate for the most recent three-year period is an average of 1.00 or less, and (ii) (x) its average total recordable injury/illness rate and average lost work rate for the most recent three-year period does not exceed the applicable statistical standards for its business category or (y) if Proposer is a party to an alternative dispute resolution system as provided for in Section 3201.5 of the Labor Code.

6.3. Qualifications Evaluation Criteria and Weighting

Each responsive SOQ passing all of the "pass/fail" requirements above will be evaluated and scored according to the criteria below.

6.3.1. Proposer Structure and Experience (80 Points Maximum)

Proposer Structure and Experience (as referenced in Part B, Volume 1, Section 1) will be evaluated in accordance with the criteria in this Part A, Section 6.3.1. Criteria listed below are set forth in descending order of importance, provided, however, consecutive factors or subfactors may be of equal value to each other.

(a) The extent and depth of the experience of the Proposer team with performing and managing design-build work on comparable projects (e.g., projects of comparable scope and complexity) and utilizing comparable project delivery methods.

(b) The extent and depth of experience of the management team and Key Personnel (and, as applicable, other material personnel that the Proposer wishes to identify) with performing design-build work on comparable projects (e.g., projects of comparable scope and complexity), and in performing personnel roles similar to those proposed for such individuals by Proposer in connection with the Project.

(c) The extent, depth, and success of the Proposer, its individual team members, the management team, and Key Personnel listed as required in Part B, Volume 3, Section B, in working together.

(d) Proposer's experience and level of success coordinating with a toll services provider during the course of design-build work.

(e) The stability, strength, and likelihood of success of the Proposer's proposed management structure and team.

Project information and personnel references, as well as the information provided in response to Part B, Volume 1, Section 1 and Part B, Volume 3, Section B will be used, as deemed appropriate by SBCTC, to assist in the evaluation of this Proposer Structure and Experience category.

6.3.2. Approach to DB Work (20 Points Maximum)

The Proposer's Approach to DB Work (as referenced in Part B, Volume 1, Section 2) will be evaluated in accordance with the criteria in this Part A, Section 6.3.2. Criteria (a) through (d) (but not sub-bullets) listed below are set forth in descending order of importance, provided, however, consecutive factors may be of equal value to each other.

(a) The extent to which the Approach to DB Work demonstrates:

- An understanding of, and a sound approach to, activities to be undertaken with respect to the DB Work;
- An understanding of project-specific risks and potential solutions (regardless of risk ownership) that may arise during all phases of the DB Work;
- An understanding of the need for, and the ability to provide, sufficient materials, equipment and qualified personnel to undertake the DB Work; and
- Skilled labor force availability.

(b) The extent to which the Approach to DB Work demonstrates a focus and commitment to quality and efficient and effective oversight.

(c) The extent to which the Approach to DB Work demonstrates the efficiency and effectiveness of the Proposer's general approach to contracting, integrating SBCTC and the Department into the project development phase, and structuring the roles and relationships among SBCTC, the Department, the Proposer, and third parties.

(d) The extent to which the Approach to DB Work demonstrates a focus and commitment to successful coordination with Toll Services Provider during the course of the DB Work.

6.4. SOQ Evaluation Procedure

SBCTC anticipates using one or more evaluation committees to review and evaluate the SOQs in accordance with the above criteria. The evaluation committees may include members of the Department and other public agencies. At various times during the deliberations, SBCTC may request additional information or clarification from the Proposer or may request the Proposer to verify or certify certain aspects of its SOQ. The scope, length, and topics to be addressed in any such clarification response shall be prescribed by, and subject to, the sole discretion of SBCTC. While not anticipated, SBCTC reserves the right to schedule interviews with Proposers on a one-on-one basis for the purpose of enhancing SBCTC's understanding of the SOQs and obtaining clarifications of the materials contained in the SOQs. SBCTC may contact the firm and personnel references supplied by the Proposer as well as other potential references not listed, including internal personnel of SBCTC.

At the conclusion of this evaluation process, Proposers may be required to submit written confirmation of any new information and clarifications provided during an interview. If required, follow-up interviews may be scheduled at a later date. Upon receipt of requested clarifications and additional information as described above, if any, the SOQs will be re-evaluated to include the clarifications and additional information.

Evaluations of SOQs are subject to the sole discretion of SBCTC and its staff, with assistance from such professional and other advisors as SBCTC may designate. SBCTC will make the final determinations of the Short-Listed Proposers, as it deems appropriate, in its sole discretion, and in the best interests of the Project and the DB Work.

Each Proposer will be notified in writing whether or not it has been selected for the short-list.

6.5. Changes in the Approach to the DB Work

SBCTC understands that as Proposers and SBCTC continue their individual and collective efforts to analyze and develop optimal design and construction plans for the Project, it is likely that the approaches to development may change and evolve. SBCTC wishes to encourage innovative solutions and continued focus by Proposers to aim to deliver the optimum design and construction solutions for this Project. Accordingly, it is SBCTC's intention to use the Approach to the DB Work solely for purposes of evaluating the SOQs. Proposers may modify, alter, and enhance their respective approaches to DB Work in conjunction with their Proposals, subject to compliance with the requirements of the RFP. Proposers may not, however, change their Approach to the DB Work in a way that renders the SOQ a misrepresentation of the Proposer's intentions, strategies and capabilities.

6.6. Changes in Proposer Organization

Subject to the limitations in this RFQ, SBCTC shall permit Short-Listed Proposers to add, delete or substitute team members and reorganize their teams during the procurement process unless the change results in actual or potential organizational conflicts of interest or renders the Proposer team, in SBCTC's sole determination, less qualified to undertake the DB Work. Notwithstanding the foregoing, following submittal of the SOQs, the following actions may not be undertaken without SBCTC's prior written consent:

- (a) Deletion, substitution or change in composition of a Short-Listed Proposer team member identified in its SOQ or a change in the role or scope of work of a team member;
- (b) Deletion or substitution of personnel identified in Volume 3, Section B, of its SOQ or a change in the role or position of such personnel;
- (c) Deletion or substitution of an Equity Member of a Short-Listed Proposer, a guarantor of an Equity Member or Short-Listed Proposer or any other entity that will bear financial responsibility or liability for the performance of the Short-Listed Proposer; and
- (d) Other changes, direct or indirect, in the equity ownership of a Short-Listed Proposer (excluding the transfer of shares in a publicly traded company that do not result in a change in control of such company).

6.7. RFP Procedure and Evaluation

Short-Listed Proposers are advised that the evaluation criteria and weightings for the evaluation of the Proposals will differ from the criteria in this RFQ to evaluate SOQs. In addition, the scores and evaluation of the SOQs shall not carry over or be used in any way in the evaluation of the Proposals.

7. COMMUNICATIONS, PUBLIC INFORMATION AND ORGANIZATIONAL CONFLICTS OF INTEREST

7.1. Improper Communications and Contacts

The following rules of contact shall apply during the procurement for the DB Work, effective as of the date of issuance of this RFQ through the execution of the DB Contract. These rules are designed to promote a fair, competitive, and unbiased procurement process. Additional rules or modifications to these rules may be issued by SBCTC in connection with the draft RFP process and in the RFP. Contact includes face-to-face, telephone, facsimile, e-mail, or formal written communication, either directly or indirectly by an agent, representative, promoter or advocate of a Proposer.

The specific rules of contact during the RFQ phase (unless another period is otherwise noted) are as follows:

(a) After release of the RFQ, no Proposer or any of its team members may communicate with another Proposer or its team members with regard to the RFQ, the RFP or either team's Proposal; provided, however, that subcontractors that are shared between two or more Proposer teams (subject to the restrictions in Part A, Section 7.4.2) may communicate with their respective team members so long as those Proposers establish reasonable protocols to ensure that the subcontractor will not act as a conduit of information between the teams (contact among Proposer organizations is allowed during SBCTC-sponsored informational meetings).

(b) SBCTC shall be the sole contact for purposes of this procurement, the RFQ, and the RFP. The Proposers shall correspond with SBCTC regarding the RFQ and RFP only through designated representatives (which initially shall be the RFQ Procurement Contact as set out in Part A, Section 4.4).

(c) Commencing with the issuance of this RFQ and continuing until the earliest of (i) award and execution of the DB Contract, (ii) rejection of all Proposals by SBCTC, or (iii) cancellation of the procurement, no Proposer or representative thereof shall have any *ex parte* communications regarding the RFQ, RFP, the DB Contract or the procurement described in this RFQ with:

- Any SBCTC Board member; and/or
- Any SBCTC staff, advisors, contractors or consultants involved with the procurement (including those referenced in this Part A, Section 7),

except for communications expressly permitted by the RFQ or RFP or except as approved in writing in advance by the RFQ Procurement Contact, in his sole discretion. The foregoing restriction shall not, however, preclude or restrict communications with regard to matters unrelated to the DB Work, the Project, this RFQ, the RFP, the DB Contract or the procurement or limit participation in public meetings or any public or Proposer workshop related to the DB Work, the Project, this RFQ or the RFP. Any Proposer engaging in such prohibited communications may be disqualified at the sole discretion of SBCTC.

(d) The Proposers shall not contact the following identified stakeholders regarding the DB Work and the Project, including employees, representatives, members, consultants, and advisors of the entities listed below. SBCTC shall provide any necessary coordination during the RFQ stage with such entities in order that, among other things, the procurement is implemented in a fair, competitive, and transparent manner and with uniform information:

- Department;
- FHWA;
- Environmental, regulatory and permitting agencies;
- Utilities;
- Cities of Claremont, Montclair, Ontario, Pomona, Rancho Cucamonga and Upland;
- County of San Bernardino;
- County of Los Angeles; and
- San Bernardino County Flood Control District.

Information requests concerning these entities shall be sent to the RFQ Procurement Contact as set out in Part A, Section 4.4.

(e) Any communications determined to be prohibited or improper, at the sole discretion of SBCTC, may result in disqualification.

(f) Any official information regarding the DB Work and the Project will be disseminated from SBCTC's office on agency letterhead. Any official correspondence will be communicated by the RFQ Procurement Contact as set out in Part A, Section 4.4.

(g) SBCTC will not be responsible for, and Proposers may not rely on, any oral or written exchange or any other information or exchange that occurs outside the official process specified in this RFQ.

(h) Without limiting the generality of the foregoing, Proposers shall not contact USDOT or any FHWA project or program office, or any representative or consultant of USDOT or FHWA regarding the TIFIA letter of interest or application process, credit decisions, or other matter relating to SBCTC's application for TIFIA credit assistance for the Project, or any Special Experimental Project ("SEP")-15 or other applications that may be submitted to USDOT or FHWA.

7.2. Public Records Law

Once submitted, the SOQs shall become the property of SBCTC, and may not be returned to Proposers.

SOQs are subject to the California Public Records Act (Chapter 3.5, commencing with Section 6250, of Division 7 of Title I of the Government Code) (the “Public Records Law”). Proposers are encouraged to familiarize themselves with the Public Records Law. In the event the Proposer submits any documents which the Proposer believes are not subject to disclosure pursuant to the Public Records Law, it must conspicuously mark each document “CONFIDENTIAL” or “CONFIDENTIAL TRADE SECRETS” in the header or footer of each such page affected. Blanket designations that do not identify the specific information shall not be acceptable and may be cause for SBCTC to treat the entire SOQ as public information.

SBCTC will not advise a Proposer as to the nature or content of documents entitled to protection from disclosure under the Public Records Law or other applicable laws, as to the interpretation of such laws, or as to the definition of trade secret. Nothing contained in this provision shall modify or amend requirements and obligations imposed on SBCTC by the Public Records Law or other applicable law. SBCTC reserves the right to disagree with Proposer’s assessment regarding confidentiality or proprietary nature of information in the interest of complying with the Public Records Law. The provisions of the Public Records Law or other applicable laws shall control in the event of a conflict between the procedures described above and the applicable law.

Information submitted by Proposers may be made available to FHWA representatives. To the extent reasonably possible, SBCTC intends to follow procedures established by FHWA under the Freedom of Information Act that preserve confidentiality relating to procurements.

In the event of any proceeding or litigation concerning the disclosure of any material submitted by the Proposer, SBCTC will be the custodian retaining the material until otherwise ordered by a court or such other authority having jurisdiction with respect thereto, and the submitting party will be responsible for otherwise prosecuting or defending any action concerning the materials at its sole expense and risk; provided, however, that SBCTC and Department reserve the right, in their respective sole discretion, to intervene or participate in the litigation in such manner as it deems necessary or desirable. All costs and fees (including attorneys’ fees and costs) incurred by SBCTC and Department, as applicable, in connection with any litigation, proceeding, or request for disclosure shall be reimbursed and paid by Proposer objecting to the disclosure. Each Proposer shall be responsible for all of its own costs in connection with any litigation, proceeding, or request for disclosure.

In no event shall SBCTC, Department, or any of their respective agents, representatives, consultants, directors, officers or employees be liable to a Proposer or Proposer team member for the disclosure of all or a portion of a SOQ submitted under this RFQ.

7.3. Organizational Conflicts of Interest

Proposers are required to comply with SBCTC’s Conflict of Interest Policy for the Project, which is attached as Exhibit 3.

Without an exception granted by SBCTC, it is SBCTC’s policy that any person or firm under contract, or previously under contract with SBCTC to prepare procurement documents, preliminary plans, planning reports or other project development products for the Project will not be allowed to participate in any capacity on a Proposer or DB Contractor team. Exceptions to this policy may be granted by SBCTC, upon written request from such person or firm, if it is determined that the person’s or firm’s involvement is in the best interest of the public and does

not constitute an unfair advantage. Proposer teams seeking such exception shall submit such written request as soon as possible (optimally by December 19, 2016) because SBCTC shall not extend the SOQ Submittal Deadline or be responsible for any inability or failure to respond prior to the SOQ Submittal Deadline to any such request.

In addition to the foregoing, the organizational conflict of interest rules found in 23 CFR Part 636, Subpart A, including 23 CFR § 636.116, also apply to this procurement. 23 CFR § 636.103 defines an “organizational conflict of interest” as follows:

“Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the owner, or the person’s objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.”

Proposer shall provide information concerning organizational conflicts of interest and disclose all relevant facts concerning any past, present or currently planned interests which may present an organizational conflict of interest. Proposer shall state how its interests or those of any of its team members, consultants, contractors or subcontractors, including the interests of any chief executives, directors or Key Personnel thereof, may result in, or could be viewed as, an organizational conflict of interest.

Proposer is prohibited from teaming with, receiving any advice or discussing any aspect relating to the DB Work or the Project or the procurement of the DB Work or the Project with any person or entity with an organizational conflict of interest, including, but not limited to:

- Nossaman LLP;
- Parsons Transportation Group;
- David Evans and Associates;
- Earth Mechanics, Inc.;
- Iteris, Inc.;
- Terry A. Hayes Associates Inc.;
- Environmental Science Associates;
- Ernst & Young Infrastructure Advisors, LLC;
- Montague DeRose and Associates, LLC;
- Fieldman, Rolapp and Associates;
- CDM Smith, Inc.;
- HNTB Corporation;

- HDR Engineering Inc.;
- GCAP Services, Inc.;
- Applied Research Associates, Inc.;
- Leighton Consulting, Inc.;
- Overland Pacific Cutler, Inc.;
- Psomas;
- SafeProbe, Inc.;
- Safework, Inc.;
- Utility Specialists California, Inc.;
- Wilson Sparling & Associates, Inc.;
- S2 Engineering;
- LAE Associates;
- Fagan Consulting;
- Amicus Strategic Environmental Consulting; and
- “Affiliates” of the foregoing (meaning parent companies at any tier, subsidiary companies at any tier, entities under common ownership, joint ventures and partnerships involving such entities, and other financially liable or responsible parties for the entity). Common ownership does not include the holding of stock in a publicly traded company unless such stock ownership is a majority position or results in control of the affected entity.

Such persons and entities are also prohibited from participating on a Proposer team as an Equity Member, contractor, subcontractor, consultant or subconsultant.

By submitting its SOQ, each Proposer agrees that, if an organizational conflict of interest is discovered, the Proposer must make an immediate and full written disclosure to SBCTC that includes a description of the action that the Proposer has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest that the Proposer knew, or should have known about, but failed to disclose is determined to exist during the procurement process, SBCTC may disqualify the Proposer. If an organizational conflict of interest that the Proposer knew, or should have known about, but failed to disclose exists and the Proposer has entered into a DB Contract as DB Contractor, SBCTC may terminate the DB Contract. In either case, SBCTC reserves all legal rights and remedies. Proposers should not view the foregoing list as an exhaustive list of those firm(s) that have or may have conflicts of interest.

Proposers are also advised that SBCTC's guidelines in this RFQ are intended to augment applicable federal and state law, including federal organizational conflict of interest laws and rules and the laws and rules relating to NEPA. Such applicable law will also apply to Proposer teams and teaming and may preclude certain firms and their entities from participating on a Proposer team.

7.4. Limitations on Proposer Team Membership

7.4.1. Licensing Requirements

Proposer will not be required to be licensed by SBCTC as a condition of submitting an SOQ or being short-listed. However, the Proposer must be licensed in the State at the time of Contract award and provide evidence that Proposer and all Major Participants have, or at the time of Contract award will have, all licenses, registrations, and credentials required to design and construct the Project, including date(s) obtained or anticipated to be obtained, type, number, classification, issuing agency, and expiration date.

In addition, members of the Proposer team and individuals (including professional engineers) that will be undertaking work that requires a California license must be prequalified and licensed prior to performing the applicable work assigned to such member. For those individuals that are currently licensed and/or certified, identification of such professional licenses and certifications (including the state within which the license or certificate is granted and license or certificate number) must be referenced on resumes included in Volume 3 of this RFQ.

Proposer's attention is directed to California Public Contract Code Section 20103.5:

The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board.

Further licensing requirements with respect to the submission of Proposals will be included in the RFP.

7.4.2. Participation on More Than One Proposer Team

To ensure a fair and competitive procurement process, Equity Members, Major Participants, Financially Responsible Parties, guarantors and legal advisors of Proposer teams are forbidden from participating, in any capacity, as a team member of another Proposer team during the course of the procurement. Individuals serving Key Personnel roles on one Proposer team may not serve Key Personnel roles on another Proposer team. In addition, entities that are under direct or indirect common ownership or have the same upstream parent may not be on separate Proposer teams or act as Equity Members, Major Participants, Financially Responsible Parties or guarantors on separate Proposer teams.

If a Proposer is not short-listed as part of the RFQ evaluation process, the members of the unsuccessful Proposer team (including Major Participants) are thereafter free to participate on

Short-Listed Proposer teams, subject to the requirements of this Part A, Sections 7.4.2 and 7.3. Any Proposer that fails to comply with the prohibition contained in this Part A, Section 7.4.2 may be disqualified from further participation as a Proposer for the DB Work.

7.4.3. Participation in Toll Services Procurement

Except as may be allowed by SBCTC pursuant to a determination, in its sole discretion, Proposers and Proposer team members may not participate on a proposer team pursuing award of the Toll Services Contract. See also Part A, Section 7.3.

8. PROTEST PROCEDURES; DEBRIEFINGS

8.1. Applicability and Process

This Part A, Section 8 sets forth the sole and exclusive protest remedies available with respect to this RFQ. These provisions prescribe the sole and exclusive procedures for protests regarding:

- (a) Allegations that the terms of the RFQ are wholly ambiguous, contrary to legal requirements applicable to the procurement, or exceed SBCTC's authority;
- (b) A determination as to whether an SOQ is responsive to the requirements of the RFQ or as to whether an SOQ passes the pass/fail criteria in this RFQ; and
- (c) Short-listing determinations.

8.2. Required Early Communication for Certain Protests

Protests concerning the issues described in Part A, Section 8.1 may be filed only after the Proposer has informally discussed the nature and basis of the protest with SBCTC, following the procedures prescribed in this Part A, Section 8.2. Informal discussions shall be initiated by a written request for a one-on-one meeting delivered to the RFQ Procurement Contact as specified in this Part A, Section 4.4. The written request shall include an agenda for the proposed one-on-one meeting. SBCTC will meet with the Proposer as soon as practicable to discuss the nature of the allegations. If necessary to address the issues raised in a protest, SBCTC may make appropriate revisions to the RFQ documents by issuing addenda.

8.3. Deadlines for Protests

- (a) Protests concerning the issues described in Part A, Section 8.1(a) must be filed as soon as the basis for the protest is known, but no later than ten (10) calendar days after issuance of the RFQ, unless the protest relates to an addendum to the RFQ, in which case the protest must be filed no later than five (5) calendar days after the addendum is issued.
- (b) Protests concerning the issues described in Part A, Section 8.1(b) must be filed no later than five (5) business days after receipt of the notification of non-responsiveness or failure to pass all pass/fail criteria in this RFQ.
- (c) Protests concerning the issues described in Part A, Section 8.1(c) must be filed no later than ten (10) calendar days after mailing of the notice of short-listing.

8.4. Content of Protest

Any protest shall contain a full and complete written statement specifying in detail the grounds of the protest and the facts supporting the protest and shall include all factual and legal documentation in sufficient detail to establish the merits of the protest. The protest shall also include the name and address of the protestor and the RFQ or contract number. Statements shall be sworn and submitted under penalty of perjury.

8.5. Filing of Protest

Protests shall be filed by hand delivery or express mail courier on or before the applicable deadline to the RFQ Procurement Contact at the address set forth in Part A, Section 4.4. For any protests filed after the SOQ Submittal Deadline, Proposer filing the protest shall concurrently send a copy of the protest to the other Proposers whose addresses may be obtained by contacting the RFQ Procurement Contact as set out in Part A, Section 4.4.

8.6. Comments from Other Proposers

Other Proposers may file statements in support of or in opposition to the protest within five (5) calendar days of the filing of the protest. SBCTC shall promptly forward copies of all such statements to the protestor. Any statements shall be sworn and submitted under penalty of perjury.

8.7. Burden of Proof

The protestor has the burden of proving its protest by clear and convincing evidence. SBCTC may discuss the protest with the protestor and other Proposers. No hearing will be held on the protest. The protest shall be decided on the basis of written submissions.

8.8. Decision on the Protest

SBCTC's Procurement Manager or designee shall issue a written decision regarding the protest within 30 calendar days after the filing of the detailed statement of protest. If necessary to address the issues raised in a protest, SBCTC may make appropriate revisions to this RFQ by issuing an addendum.

The written decision of SBCTC's Procurement Manager shall be final and non-appealable.

8.9. Protestor's Payment of Costs

If a protest is denied, the Proposer filing the protest shall be liable for SBCTC's costs reasonably incurred to defend against or resolve the protest, including legal and consultant fees and costs, and any unavoidable damages sustained by SBCTC as a consequence of the protest.

8.10. Rights and Obligations of Proposers

Each Proposer, by submitting its SOQ, expressly recognizes and agrees to the limitation on its rights to protest provided in this Part A, Section 8, and expressly waives all other rights and remedies that may be available to the Proposer under law. These provisions are included in this RFQ expressly in consideration for such waiver and agreement by the Proposers. If a Proposer disregards, disputes, or does not follow the exclusive protest remedies provided in this section, it shall indemnify, defend and hold SBCTC and its officers, employees, agents, and consultants harmless from and against all liabilities, fees and costs, including legal and consultant fees and costs, and damages incurred or suffered as a result of such Proposer's actions. Each Proposer, by submitting a SOQ, shall be deemed to have irrevocably and unconditionally agreed to this indemnity obligation.

8.11. Debriefings

All Proposers submitting SOQs will be notified in writing of the results of the evaluation process. Proposers not short-listed may request a debriefing within ten (10) days of notification of short-listing. Debriefings shall be provided at SBCTC's earliest feasible time after written notification of the Short-Listed Proposers. The debriefing shall be conducted by a procurement official familiar with the rationale for the short-list decision.

Debriefings shall:

- (a) Be limited to discussion of the unsuccessful Proposer's SOQ and may not include specific discussion of a competing SOQ;
- (b) Be factual and consistent with the evaluation of the unsuccessful Proposer's SOQ; and
- (c) Provide information on areas in which the unsuccessful Proposer's SOQ had weaknesses or deficiencies.

Debriefing may not include discussion or dissemination of the thoughts, notes, or rankings of individual evaluators.

9. SBCTC'S RESERVED RIGHTS

In connection with this procurement, SBCTC reserves to itself all rights (which rights shall be exercisable by SBCTC in its sole discretion) available to it under the DB Law and applicable law, including without limitation, with or without cause and with or without notice, the right to:

- Modify the procurement process to address applicable law and/or the best interests of SBCTC.
- Revise the scope, type, structure, and specific terms of this procurement.
- Modify the procurement process described in this RFQ to address any concerns conditions or requirements of Department or FHWA.
- Modify the scope of the Project or the DB Work during the procurement process.
- Develop the Project, including any portion thereof, in any manner that it, in its sole discretion, deems necessary. If SBCTC is unable to negotiate a DB Contract to its satisfaction with a Preferred Proposer, it may negotiate in succession with the next highest rated Proposer(s), terminate this procurement and pursue other development or solicitations relating to the DB Work and/or the Project or exercise such other rights under the DB Law and other provisions of California law as it deems appropriate.
- Cancel this RFQ or the subsequent RFP in whole or in part at any time prior to the execution by SBCTC of a DB Contract, without incurring any cost obligations or liabilities.
- Issue a new request for qualifications after withdrawal of this RFQ or a subsequent RFP.
- Not short-list any Proposer responding to this RFQ.
- Not issue an RFP.
- Reject any and all submittals, responses, and SOQs received at any time.
- Modify all dates set or projected in this RFQ.
- Terminate evaluations of responses received at any time.
- Suspend and terminate DB Contract negotiations at any time, elect not to commence DB Contract negotiations with any responding Proposer, and engage in negotiations with other than the highest ranked Proposer.
- Issue addenda, supplements, and modifications to this RFQ.
- Appoint evaluation committees to review SOQs, make recommendations, and seek the assistance of outside technical, financial, and legal experts and consultants in SOQ evaluation.

- Require confirmation of information furnished by a Proposer, require additional information from a Proposer concerning its SOQ, and require additional evidence of qualifications to perform the work described in this RFQ.
- Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFQ.
- Add or delete Proposer responsibilities from the information contained in this RFQ or any subsequent RFP.
- Negotiate with a Proposer without being bound by any provision in its Proposal.
- Waive nonconformities, irregularities, and apparent clerical mistakes in this RFQ process or an SOQ, accept and review a non-conforming SOQ or permit clarifications or supplements to a SOQ.
- Disqualify any Proposer that changes its submittal after the SOQ Submittal Deadline without SBCTC's approval.
- Disqualify any Proposer under this RFQ, the RFP or during the period between the RFQ and RFP for violating any rules or requirements of the procurement in this RFQ, the RFP or in any other communication from SBCTC.
- Add to the short-list of Proposers any Proposer that submitted a SOQ in order to replace a previously short-listed Proposer that withdraws or is disqualified from participation in this procurement.
- Not pursue a TIFIA credit approval or pursue financing for the Project on behalf of the Proposers or otherwise.
- Develop some or all of the Project and/or the DB Work itself.
- Exercise any other right reserved or afforded to SBCTC under this RFQ or applicable laws and regulations.
- Effective January 1, 2017, by operation of law, substitute SBCTA in place and instead of SBCTC under this RFQ and RFP.

This RFQ does not commit or bind SBCTC to enter into a contract or proceed with the procurement described in this RFQ. SBCTC assumes no obligations, responsibilities or liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to or responding to this RFQ, or any subsequent RFP. All of such costs shall be borne solely by each Proposer.

PART B

Statement of Qualifications

Proposers are required to assemble their SOQ in the order prescribed and following the outline form contained in this Part B. Italics indicate explanations or instructions to the Proposer as opposed to a request for information. For the convenience of Proposers, an outline of the submittal requirements is included in Exhibit 2.

VOLUME 1

Volume 1 of the SOQ shall contain the following:

General

(a) **Form A** (Transmittal Letter): A duly authorized official of Proposer or the lead Equity Member must execute the transmittal letter in blue ink. For Proposers that are joint ventures, partnerships, limited liability companies or other associations, the transmittal shall be appended with letters on the letterhead stationery of each entity holding an equity interest in Proposer, executed by authorized officials of each Equity Member, stating that representations, statements and commitments made in the SOQ on behalf of the Equity Member's firm have been authorized by, are correct, and accurately represent the role of the Equity Member's firm in the Proposer team.

(b) **Executive Summary**: An Executive Summary, not exceeding three (3) pages. The Executive Summary shall be written in a non-technical style and shall contain sufficient information for reviewers with both technical and non-technical backgrounds to become familiar with the Proposer's SOQ and its ability to satisfy the financial and technical requirements of the DB Work.

(c) **Confidential Contents Index**: A page executed (i.e., signed) by the Proposer that sets forth the specific items, including the section and page numbers within the SOQ at which such items are located, that the Proposer deems confidential, trade secret or proprietary information protected by the Public Records Law; provided, however, if there are no page numbers for the specific item (and if page numbers are not required pursuant to this RFQ), the index need not include page numbers, but should provide a clear description of the location of the item. Blanket designations that do not identify the specific information shall not be acceptable and may be cause for SBCTC to treat the entire SOQ as public information. Notwithstanding the foregoing, the list required under this Subsection (c) is intended to provide input to SBCTC as to the confidential nature of a Proposer's SOQ, but in no event shall such list be binding on SBCTC, determinative of any issue relating to confidentiality or a request under the Public Records Act or override or modify the provisions of or SBCTC's responsibilities under the DB Law.

1. PROPOSER STRUCTURE AND EXPERIENCE

The materials provided under this Part B, Volume 1, Section 1 relate primarily to the evaluation criteria set forth in Part A, Section 6.3.1.

Proposers shall provide the following information relevant to qualifications of the Proposer, its Equity Members, Major Participants and Other Team Members.

1.1. Proposer

Identify the legal name of Proposer. The Proposer must be a legal entity and may not be a division or business unit of a legal entity (in such case, the legal entity would be the Proposer). If the name is a “doing business as”, identify underlying names. Identify a single point of contact (a real person) and include the following information: name, title, address, telephone number and e-mail address. Identify the legal name and nature of Proposer and the state of its organization. If a Proposer has branch offices, state which office will be performing the majority of the work. If Proposer is a consortium, partnership or any other form of a joint venture, the SOQ shall contain an executed teaming agreement, but if an executed teaming agreement does not yet exist, the SOQ shall contain the summary of the key terms of the anticipated agreement, including the percentages of ownership, roles of the various parties and anticipated execution date. Executed teaming agreements or summaries of teaming agreement key terms shall be included in an appendix to Volume 1.

1.2. Equity Members

For each Equity Member of Proposer, identify the entity’s role, planned equity ownership percentage and the entity’s legal nature and state of organization. If a Proposer is a single entity, it will be deemed to be the sole “Equity Member” for purposes of this RFQ and the SOQ submittal requirements.

1.3. Major Participants and Other Team Members

Identify all Major Participants and any other team members that Proposer wishes to identify (e.g., quality validation firms, design subconsultants, etc.) in its SOQ at this time (“Other Team Members”). For each Major Participant and Other Team Member, identify the entity’s role and the entity’s legal nature and state of organization. If a Major Participant has branch offices, state which office will be performing the majority of the work. If either the Lead Contractor or Lead Engineering Firm is a consortium, partnership or any other form of joint venture, the SOQ shall contain an executed teaming agreement, but if an executed agreement does not yet exist, the SOQ shall contain a summary of the key terms of the anticipated teaming agreement, including percentages of ownership roles of the various parties and anticipated execution date. Executed teaming agreements or summaries of teaming agreement key terms shall be included in an appendix to Volume 1. Proposers shall not include more than one Lead Contractor or Lead Engineering Firm; provided, however, that the foregoing shall not preclude the Lead Contractor or Lead Engineer from being a consortium, partnership or any other form of joint venture. If the Lead Contractor or Lead Engineering Firm is structured as a consortium, partnership or other form of joint venture, as applicable, it must be structured on a joint and several basis and any joint venture agreement or other agreement must expressly so state.

1.4. Proposer and Management Structure

Describe Proposer’s team and management structure, including its teaming arrangements, allocation of roles and responsibilities within Proposer team and how Proposer will institutionally operate. Describe how Proposer’s management structure will facilitate completion of all work

required for the DB Work. Describe the prior experience (if any) of Proposer, Equity Members and Major Participants working together within a consortium, partnership or any other form of joint venture.

1.5. Form B-1 and Organizational Charts

Provide **Form B-1** (which may be attached as an appendix to Volume 1). Provide an organizational chart which sets forth Proposer structure, teaming arrangements and reporting requirements. Provide a separate organizational chart setting forth Key Personnel and other material personnel the Proposer wishes to identify and reporting relationships.

1.6. Relevant Experience

Describe relevant experience held by the Proposer team (including Proposer, Equity Members of Proposer and Major Participants), as applicable, with:

(a) Design and construction of highways, interstates and bridges; in particular, those projects with one or more of the following attributes: (i) projects with a construction value of \$200 million or more, (b) projects that have been in California, and (c) projects that used the design-build delivery method (including the use of design-build in connection with any public-private partnerships).

(b) Design and construction of highways, interstates and bridges in urban corridors with significant maintenance of traffic issues and delivery under live traffic conditions, including high volumes of truck traffic.

(c) Permitting, coordination and oversight on transportation projects by local, state, and federal agencies (e.g., those agencies associated with the permits listed in Part A, Section 2.5)

(d) Design and construction of toll or managed lane facilities, in particular projects adding or converting lanes on an existing facility.

(e) Design and construction of toll or managed lane facilities that required close design, installation, and testing coordination with a toll services provider.

Include no more than ten (10) projects in the aggregate for the entire Proposer team with respect to the above categories of this Part B, Volume 1, Section 1.6 in which the entity played a significant role during the past eight (8) years (measured from the date of issuance of this RFQ). For each project, include a project description describing the role of the entity on such project, relevance of the project and the entity's experience on such project to the DB Work and why that experience will provide value to SBCTC should Proposer be awarded the DB Contract.

1.7. Project Information-Form D

With respect to each project identified pursuant to Part B, Volume 1, Section 1.6, provide in **Form D** the project name and contract number, owner's name, address, contact name and current e-mail address and telephone number, dates of work performed (if applicable), project description, contract value (original price and final price), description of work and percentage actually performed by such entity, and project outcome or current status (including (a)

identification and a description of an individual increase in the original contract amount by \$250,000 or more and (b) any time extensions for completion or other deadlines/milestones and (c) the reasons for such increases or time extensions, as applicable). Limit **Form D** to the same projects (not to exceed ten (10) projects) described in response to Part B, Volume 1, Section 1.6, and no more than one (1) page per project. **Form D** may not exceed ten (10) pages in total.

For design firms, projects or contracts listed that were traditional design-bid-build consultant/engineering services contracts, as opposed to, for example, design-build contracts, the information provided shall be limited only to the consultant/engineering services contract, rather than any ensuing construction contract where such entity had limited or no involvement.

For construction firms, for projects or contracts listed using the traditional design-bid-build delivery method, the information provided shall be limited only to the construction contract, rather than any design contract where such entity had limited or no involvement.

Proposers are requested to verify that all contact information is correct, and are advised that if any contact information provided is not current, SBCTC may elect to exclude the experience represented by that project in determining Proposer's qualifications. For any entity identified in the SOQ for which experience and qualifications have not been provided pursuant to this Part B, Volume 1, Section 1.7, Proposer may briefly describe their qualifications and experience in performing the role that Proposer proposes to allocate to them. The description need not be lengthy or go into the level of detail sought in this Part B, Volume 1, Section 1.7.

1.8. Key Personnel

List Proposer's Key Personnel for the DB Work (which must include those individuals identified in this Part B, Volume 3, Section B) and any other material personnel that the Proposer wishes to identify. Describe the relevance of each individual's experience to the DB Work and why that experience will provide value to SBCTC should Proposer become DB Contractor. Proposers should note that, notwithstanding that a Proposer may be short-listed, SBCTC reserves the right to disapprove a particular Key Personnel individual and require a Short-Listed Proposer to replace such individual.

1.9. Legal Information

The following information regarding legal issues affecting Proposer and its team members shall be submitted:

1.9.1. Legal Issues

Identify and explain any significant anticipated federal or state legal issues relating to Proposer, any Equity Members or any Major Participants that must be resolved in order to deliver the DB Work and perform the DB Contractor's obligations under a DB Contract.

If there are no such issues, provide a statement to that effect.

1.9.2. Legal Liabilities

Provide a list and a brief description of all instances during the last eight (8) years involving transportation projects (including toll projects) in North America and those projects listed pursuant to Part B, Volume 1, Section 1.6 in which Proposer, any Equity Member or any Major Participant or any Affiliate of the foregoing was (i) determined, pursuant to a determination in a court of law, arbitration proceeding or other dispute resolution proceeding, to be liable for a material breach of contract, or (ii) terminated for cause. For each instance, identify an owner's representative with a current phone number and e-mail address. If an e-mail address is not available, so state.

If there are no such instances, provide a statement to that effect.

For purposes of this Section 1.9.2 and Section 1.9.3, "Affiliate" means and includes parent companies at any tier, subsidiary companies at any tier, entities under common ownership, joint ventures and partnerships involving such entities (but only as to activities of joint ventures and partnerships involving the Proposer, any Equity Member or any Major Participant as a joint venturer or partner and not to activities of other joint venturers or partners not involving the Proposer, any Equity Member or any Major Participant), and any Financially Responsible Party, that, (a) within the past eight (8) years have engaged in business or investment in North America or (b) have been involved in any project listed by an entity pursuant to Part B, Volume 1, Section 1.6.

1.9.3. Legal Proceedings

Provide a list and a brief description (including the original amount in dispute, resolution, and ultimate amount recovered or paid) of each arbitration, litigation, dispute review board and other formal dispute resolution proceeding occurring during the last eight (8) years related to a transportation project (including toll projects) in North America and those projects listed pursuant to Part B, Volume 1, Section 1.6 involving a claim or dispute between the project owner and Proposer, any Equity Member, any Major Participant or any Affiliate of the foregoing involving an amount in excess of the smaller of (a) 2% of the original contract value or (b) \$500,000 on projects with a contract value in excess of \$25 million. Include items that were subject to arbitration, litigation, dispute review board or other formal dispute resolution proceedings even if settled without completion of the proceeding. State original amount in dispute and the ultimate resolution and amount recovered or paid.

Include a similar list and description for all projects included in the response to Part B, Volume 1, Section 1.6 involving an amount in excess of \$250,000, regardless of the contract value. For each instance, identify an owner's representative with a current phone number and e-mail address. If an e-mail address is not available, so state.

If there are no such matters to report, provide a statement to that effect.

With respect to the information solicited in this Part B, Volume 1, Section 1.9.1, 1.9.2 and 1.9.3, failure to fully disclose this information, conditional or qualified submissions (i.e., "to our knowledge", "to the extent of available information", "such information is not readily available", "such information is not maintained in the manner requested", etc.) to requests or questions posed, incomplete or inaccurate submissions or non-responsive submissions, or failure to provide information enabling SBCTC to contact owner representatives may, in the sole

discretion of SBCTC, lead to a lower evaluation score, a “fail” rating for the Proposer team or disqualification from the procurement process.

1.10. Safety

Provide:

(a) A completed **Form E** for the safety record for Proposer and each Equity Member for the most recent three-year period. The safety record shall also indicate whether Proposer is a party to an alternative dispute resolution system as provided for in Labor Code §3201.5.

(b) Information on **Form C** regarding any California Occupational Safety and Health Administration (Cal-OSHA) or Occupational Safety and Health Administration (OSHA) citations and assessed penalties against the respondent for any serious, willful or repeat violations of its safety or health regulations in the past five years (see question 10 on **Form C**).

(c) Information on Proposer’s workers’ compensation experience history for the last three years.

(d) A summary of the Proposer’s worker safety program, which shall include a description of how the Proposer will provide protection to prevent damage, injury, or loss to employees of the Proposer and its subcontractors and other persons who are on the Project site and will minimize lost or restricted workdays due to injuries.

1.11. Prior Teaming

(a) Identify instances in the past eight (8) years (measured from issuance of this RFQ) where the Proposer team has successfully worked together on a design-build transportation project that includes services comparable to the DB Work. Identify the project and the roles of the respective team members on such projects, including whether the entities worked as a team (e.g., DB Contractor and designer on a design-build project, as joint venturers on a project, or through a contractor-subcontractor relationship) or were not a team and only worked on the same project (e.g., contractor and owner’s designer on a design-bid-build project or as separate subcontractors/subconsultants on the same project).

(b) Identify instances in the past eight (8) years (measured from issuance of this RFQ) where the Key Personnel have successfully worked together on a design-build transportation project that includes services comparable to the DB Work. Identify the project and the roles of the respective Key Personnel on such projects, including whether they worked on the same team or just on the same project.

1.12. Prior Involvement with the Project

On **Form G**, provide a brief description of any prior work (past 8 years) or ongoing work (whether as a prime or subcontractor or subconsultant of any tier) performed by any member of the Proposer team in connection with the Project. If any such work has been undertaken or is ongoing, briefly describe the scope of the work, the contract amount, the party contracted with by such entity, the time period in which such work was undertaken (and if ongoing, indicate

“ongoing”) and the names of the key personnel involved with such work. In addition, if any such work has been undertaken, please expressly indicate whether the Proposer believes such work represents or does not represent a potential or actual conflict of interest in participating on the Proposer team. If a prior request for consideration of whether a potential or actual conflict of interest exists has been submitted by the entity, please provide a copy of such request and any letter of approval, conditional approval or denial issued by SBCTC in response thereto.

2. APPROACH TO DB WORK

The materials provided under this Part B, Volume 1, Section 2 relate primarily to the evaluation criteria set forth in Part A, Section 6.3.2.

Proposer shall describe how it proposes to approach the DB Work, including:

2.1. Technical Approach to the DB Work

(a) A description of the Proposer’s general approach to performing the DB Work, including how the Proposer team anticipates the allocation of responsibilities amongst its team members.

(b) An overview of the Proposer’s general approach to the design and construction, including quality control/quality validation and oversight of the Project and how the Proposer will meet SBCTC’s Project Goals in Part A, Section 1.3.

(c) A description of the Proposer’s general approach to

- Traffic management;
- Health and safety;
- Permit procurement;
- Utility relocation and adjustment services;
- Environmental commitments;
- Connecting facilities;
- ITS; and
- Coordination with SBCTC’s public outreach activities

(d) A description of the Proposer’s approach for coordinating the DB Work with the integration activities of Toll Services Provider for the Project and any adjacent projects and facilities, including:

- The methodology for system planning, design, procurement, construction, installation, integration, testing, interim maintenance, and system acceptance of the ITS elements and related equipment for the Project;

- How the proposed organization will function as an integrated design-build entity; and
- How it will work effectively with SBCTC.

2.2. Relationships, Roles and Responsibilities

A description of the Proposer's view of the roles and responsibilities of SBCTC, the Proposer, and third parties (including Toll Services Provider and Department oversight responsibility) in connection with the design and construction of the DB Work in terms of allocation of work, implementation and delivery. Describe the Proposer's view of the anticipated nature of SBCTC participation sought by the Proposer in connection with the DB Work and how that will achieve success. Identify what the Proposer views as the most significant risks to the parties with respect to the DB Work, and how those risks can be addressed, mitigated or allocated in order to provide best value to SBCTC.

2.3. Interface with Toll Services Provider

Describe strategies DB Contractor will implement to work closely and appropriately coordinate with the Toll Services Provider to minimize the overall time, cost and risk to SBCTC in delivering the DB Work and the overall Project.

2.4. Availability of Resources

(a) Describe the Proposer's approach to ensuring that adequate materials, equipment, and qualified personnel resources are available to the Proposer which it can and will commit to the performance of the DB Work. Discuss the current backlog of the Proposer, any Equity Member, Major Participant or Lead Contractor and their respective capacities to perform the DB Work.

(b) Demonstrate skilled labor force availability of Proposer and its Equity Members. Skilled labor force availability shall be determined by the existence of an agreement with a registered apprenticeship program, approved by the California Apprenticeship Council, that has graduated at least one apprentice in each of the preceding five years. This graduation requirement shall not apply to programs providing apprenticeship training for any craft that was first deemed by the Department of Labor and the Department of Industrial Relations to be an apprenticeable craft in the past five years. Provide information regarding the qualifying agreement(s).

VOLUME 2

Volume 2 of the SOQ shall contain the items described below, in Sections A through D. Proposers shall package the information requested separately for each entity and with a cover sheet identifying the name of the entity and its role in the Proposer's organization (i.e., the Proposer, Equity Member, Lead Contractor (if not the Proposer or Equity Member) or Financially Responsible Party, as applicable).

Section A Financial Statements

Provide audited financial statements for the Proposer, each Equity Member and, if applicable, the Lead Contractor and each Financially Responsible Party for the three (3) most recently completed fiscal years. In each case, if the entity is a consortium, partnership or any other form of a joint venture, provide financial statements for all such members. If unaudited financial statements are provided, Proposer should state that audited statements are not available.

If the entity has been in existence for less than three (3) fiscal years, the Proposer shall expressly state that such entity has been in existence for less than three (3) fiscal years and shall provide financial statements for the number of fiscal years (or portions of fiscal years) it has been in existence.

The financial statements shall include:

- i. Opinion Letter (Auditor's Report);
- ii. Balance Sheet;
- iii. Income Statement;
- iv. Statement of Cash Flow; and
- v. Footnotes

The financial statements must meet the following requirements:

(a) GAAP/IFRS: Financial statements must be prepared in accordance with U.S. Generally Accepted Accounting Principles ("U.S. GAAP") or International Financial Reporting Standards ("IFRS"). If financial statements are prepared in accordance with principles other than U.S. GAAP or IFRS, a letter must be provided from a certified public accountant discussing the areas of the financial statements that would be affected by a conversion to U.S. GAAP or IFRS. A restatement of the financial information in accordance with U.S. GAAP or IFRS is not required.

(b) U.S. Dollars: Financial statements shall be provided in U.S. dollars, if available. If financial statements are not available in U.S. dollars, the Proposer must include summaries of the Income Statements, Statements of Cash Flow, and Balance Sheets for the applicable time periods converted to U.S. dollars by a certified public accountant with a description of the formula for conversion.

(c) Audited: Financial statements must be audited by an independent party qualified to render audit opinions (e.g., a certified public accountant). If audited financials are not available for an entity, the SOQ shall include unaudited financial statements for such entity, certified as true, correct and accurate by the chief executive, chief financial officer or treasurer (or by such equivalent position or role) of the entity.

(d) English: Financial statement information must be prepared in English. If audited financial statements are prepared in a language other than English, then, subject to Part A, Section 5.2, translations of all financial statement information must accompany the original financial statement information.

(e) Newly Formed Entity: If Proposer, any Equity Member or, if applicable, Lead Contractor and any Financially Responsible Party is a newly formed entity and does not have independent financial statements, financial statements for the equity owners of such entity shall be provided (and the entity shall expressly state that the entity is a newly formed entity and does not have independent financial statements).

(f) SEC Filings: If any entity for which financial information is submitted hereby files reports with the Securities and Exchange Commission, then such financial statements shall be provided through a copy of their annual report on Form 10K. For all subsequent quarters, provide a copy of any report filed on Form 10Q or Form 8-K which has been filed since the latest filed Form 10K.

(g) Confidentiality: Proposer shall identify any information which it believes is entitled to confidentiality by placing the word “confidential” on each page as described in Part A, Section 7.2.

(h) Credit Ratings: Proposer shall provide a list identifying (1) each entity for which financial statements are provided, (2) a statement indicating whether each entity has a credit rating from a nationally recognized rating agency (such as Fitch Ratings, Moody’s Investor Service, and Standard & Poor’s Ratings Group), (3) and, if so, providing a copy of its current credit rating. If the Proposer does not have a credit rating, provide a statement to that effect.

Section B Material Changes in Financial Condition

Provide information regarding any material changes in financial condition for the Proposer, each Equity Member and, if applicable, Lead Contractor and each Financially Responsible Party for the past three (3) fiscal years and anticipated for the next reporting period. In each case, if any of the foregoing entities is a consortium, partnership, or any other form of a joint venture, provide this information for all such members.

If no material change has occurred and none is pending, each of these entities shall provide a letter from their respective chief executive officer, chief financial officer, or treasurer (or equivalent position or role) so certifying.

In instances where a material change has occurred, or is anticipated, the affected entity shall provide a statement describing each material change in detail, actual and anticipated association changes or disruptions in executive management, the likelihood that the developments will continue during the period of performance of the DB Work, and the projected

full extent, nature and impact, positive and negative, of the changes experienced and anticipated to be experienced in the periods ahead. Include discussion of how the change is anticipated to affect the organizational and financial capacity, ability, and resolve of the Proposer, each Equity Member, Lead Contractor and each Financially Responsible Party as applicable, to remain engaged in this procurement and submit a responsive proposal.

Estimates of the impact on revenues, expenses, and the change in equity will be provided separately for each material change as certified by the chief executive officer, chief financial officer, or treasurer (or equivalent position or role).

References to the notes in the financial statements are not sufficient to address the requirement to discuss the impact of material changes.

Where a material change will have a negative financial impact, the affected entity shall also provide a discussion of measures that would be undertaken to insulate the Project and the DB Work from any recent material changes and those currently in progress or reasonably anticipated in the future.

If the financial statements indicate that expenses and losses exceed income in each of the three (3) completed fiscal years or in the aggregate over such period (even if there has not been a material change), the affected entity shall provide a discussion of measures that will be undertaken to make the entity profitable in the future and an estimate of when the entity will be profitable.

Below is a representative list of events intended to provide examples of what SBCTC considers a material change in financial condition. This list is intended to be indicative only. At the discretion of SBCTC, any failure to disclose a prior or pending material change may result in disqualification from further participation in the selection process.

List of Representative Material Changes

- An event of default or bankruptcy involving the affected entity, or the parent corporation of the affected entity;
- A change in tangible net worth of 10% of shareholder equity;
- A sale, merger or acquisition exceeding 10% of the value of shareholder equity prior to the sale, merger or acquisition which in any way involves the affected entity or parent corporation of the affected entity;
- A downgrade in credit rating for the affected entity or parent corporation of the affected entity;
- Non-payment of any debt service;
- Inability to meet material conditions of loan or debt covenants by the affected entity or parent corporation of the affected entity which has required or will require a waiver or modification of agreed financial ratios, coverage factors or other loan stipulations, or additional credit support from shareholders or other third parties;

- In the current and three (3) most recently completed fiscal years or in the aggregate over the three (3) most recently completed fiscal years, the affected entity or the parent corporation of the affected entity either: (i) incurs a net operating loss; (ii) sustains charges exceeding 5% of the then shareholder equity due to claims, changes in accounting, write-offs or business restructuring; or (iii) implements a restructuring/reduction in labor force exceeding 200 positions or involves the disposition of assets exceeding 10% of the then shareholder equity; or
- Other events known to the affected entity which represents a material change in financial condition over the past three (3) fiscal years, or may be pending for the next reporting period.

Section C Financially Responsible Party Letter of Support

If Financial Statements of a Financially Responsible Party are provided to demonstrate financial capability of Proposer, Equity Members or, if applicable, the Lead Contractor, an appropriate letter from the applicable Financially Responsible Party must be provided confirming that it will financially support all the obligations of Proposer, the Equity Member or, if applicable, the Lead Contractor, as applicable with respect to the DB Work. If Financial Statements are not provided for a Proposer, the entity that supplies the Financial Statements shall be a Financially Responsible Party. This letter must be signed by the chief executive, chief financial officer or treasurer (or equivalent position or role) of the Financially Responsible Party.

If a Financially Responsible Party is identified for the Lead Contractor, then such Financially Responsible Party may, in SBCTC's sole discretion, be required to guarantee the performance of the Lead Contractor.

Proposers shall note that SBCTC may, based upon the review of the information provided pursuant to Volume 2, or Proposer's form of organization, specify that an acceptable Financially Responsible Party or a parent or affiliate guaranty is required as a condition precedent prior to qualification or award of the DB Contract.

For purposes of this Section C, (i) "parent company" means parent companies at any tier and (ii) "affiliate company" means (A) subsidiary companies at any tier, (B) entities under common ownership, (C) joint ventures and partnerships involving such entities (but only as to activities of joint ventures and partnerships involving Proposer, any Equity Member or, if applicable, Lead Contractor, as a joint venturer or partner and not to activities of other joint venturers or partners not involving Proposer, any Equity Member or, if applicable, Lead Contractor), and other financially liable or responsible parties for the entity.

Section D Off-Balance Sheet Liabilities

For each entity for which financial information is submitted, provide a letter from the chief financial officer or treasurer (or equivalent position or role) of the entity or the certified public accountant: (a) identifying all off-balance sheet liabilities in excess of \$25 million dollars in the aggregate or (b) stating there are no such off-balance sheet liabilities.

Section E Surety Letter

Provide a letter from an Eligible Surety indicating that the Proposer team is capable of obtaining a performance bond (or bonds) and a payment bond (or bonds), each in a minimum aggregate stated amount of \$400 million, in each case, as evidence of Proposer's bonding capacity. Letters can be provided that exceed the \$400 million aggregate, but letters indicating "unlimited" bonding capability are not acceptable.

The letter must specifically state (a) that the surety/insurance company has read this RFQ and any addenda and (b) evaluated the Proposer's backlog and work-in-progress in determining its bonding capacity.

In instances where the response to this Part B, Volume 2, Section E, contains descriptions of proposed or anticipated material changes in the financial condition of the Proposer as required for the next reporting period, a certification that the Eligible Surety's analysis specifically incorporates a review of the factors surrounding the proposed or anticipated material changes in the financial condition of the Proposer and identifying any special conditions which may be imposed before issuance of surety bonds for the DB Work.

If a Proposer or other entity to obtain the bonds is a joint venture, partnership, limited liability company or other association, separate letters for one or more of the individual equity owners are acceptable, as is a single letter covering all equity owners of such entity; provided, however, that each separate letter provided must reference the specific portion of the \$400 million amount that the Eligible Surety is indicating it is willing to provide. Statements such as the entity's share of the work/bond amount" or the like are not acceptable.

SBCTC has not yet determined the specific amount or form of payment and performance bonds that it will require for the DB Work. Proposers are advised that the RFP may, to the extent commercially available and determined appropriate by SBCTC for the DB Work, require payment and performance bond amounts in an amount other than the amounts referenced in this RFQ. SBCTC shall delineate such requirements, which will be consistent with applicable law, in the RFP.

VOLUME 3

Volume 3 of the SOQ shall contain the items described below in Sections A-C.

Section A Forms B-2 and C

Executed originals of **Form B-2** and **Form C** for the Proposer, each Equity Member, each Major Participant and, if applicable, each Financially Responsible Party. **Form C** must be certified.

Section B Form F

Executed originals of **Form F** for the Proposer, each Equity Member, each Major Participant and, if applicable, each Financially Responsible Party, as the “Party” or Participant,” as applicable.

Section C Personnel Qualifications

Separate resumes of not more than two (2) pages each for the Key Personnel positions below in Table B-1, and for any other member of the Proposer’s management team whose name appears on an organizational chart, in the SOQ, at a level equal to or higher than the Key Personnel positions (and such individuals shall be considered Key Personnel for purposes of this RFQ).

[continued on next page]

**Table B-1
Key Personnel Positions and Responsibilities**

Key Personnel Position	General Description of Responsibility
Project Manager	<ul style="list-style-type: none"> • Leader of the design and construction team responsible for developing an innovative and constructible design in accordance with current Department, federal and state standards and requirements, applicable law and good industry practice. • Required to work closely with SBCTC, Department, FHWA and key Stakeholders. • Ensure Major Participants, other subcontractors and suppliers, Key Personnel and other personnel are responsive, detailed and timely and where not, take necessary action to remedy. • Has authority to bind DB Contractor on key matters relating to the Project. • Has authority to stop work • Responsible for continued adherence to the Project schedule and budget. • Anticipated that will be required to be present at the Project site at all times • Desired/targeted experience includes¹: <ul style="list-style-type: none"> • 15 years of experience managing the design phase, the construction phase or a combination of both for major urban freeway systems; and • 5 years of design-build project management of urban freeway systems

¹ As used in this Table B-1, desired/targeted experience is not a mandatory requirement, but an indication of the level of experience that SBCTC views as appropriate for the position and which may be considered as part of the evaluation. SBCTC reserves the right to include mandatory requirements for Key Personnel in the RFP, but does not anticipate increasing the years of experience requirements.

Key Personnel Position	General Description of Responsibility
Construction Manager	<ul style="list-style-type: none"> • Manage and implement the construction of the approved design in accordance with current Department, federal and state standards and requirements, applicable law and good industry practice. • Coordinate all subcontractors' work and schedule of all materials in a safe and efficient manner. • Has authority to stop work • Work professionally and effectively with the Department inspectors as defined in AB 401. • Anticipated that will be required to be present at the Project site at all times when construction is in progress • Desired/targeted experience includes: <ul style="list-style-type: none"> • 10 years of experience managing the construction of major urban freeway systems; • 5 years of design-build construction management of urban freeway systems; and • Current registered P.E. (any state).

Key Personnel Position	General Description of Responsibility
Design Manager	<ul style="list-style-type: none">• Responsible for design development in accordance with current Department, federal and state standards and requirements, applicable law and good industry practice.• Manage and coordinate the engineering expertise needed for the design of the Project efficiently and in accordance with the approved Project schedule, budget and requirements.• Work closely with SBCTC and the Department to efficiently obtain approvals.• Anticipated that will be required to be present at the Project site at all times when design work is in progress• Must be a current California registered P.E.*• Desired/targeted experience includes:<ul style="list-style-type: none">• 10 years of professional experience in managing the design of urban freeways; and• 5 years of design-build experience

Attachment: I-10 Corridor DB RFQ 17-1001599 (3220 : I-10 Contract 1 Design-Build Procurement Process)

Key Personnel Position	General Description of Responsibility
Structures Design Manager	<ul style="list-style-type: none"> • Responsible for structural design development in accordance with Project standards and DB Contract requirements, including applicable Department, federal and state standards and requirements, applicable law and good industry practice. • Manage and coordinate the structural engineering expertise needed for the design of the Project efficiently and in accordance with the approved Project schedule, budget and requirements. • Work closely with SBCTC to efficiently obtain approvals. • Anticipated that will be required to be present at the Project site at all times when design work is in progress and be present at all review and design coordination meetings • Must be current California registered P.E.* • Desired/targeted experience includes: <ul style="list-style-type: none"> • 10 years of professional experience as Engineer of Record in design and managing the Structural design of urban freeways; • Ten (10) years bridge design and seismic design experience on California State Highway System; and • 5 years of design-build experience

Key Personnel Position	General Description of Responsibility
Quality Manager	<ul style="list-style-type: none"> • Ensure that all required quality validation and quality control requirements for the DB Work are continuously implemented and followed for all design and construction activities • Continuously monitor the DB Work to verify that all process and quality requirements are met. If they are not, lead the effort in developing corrective action to rectify the process and continue to monitor the product to ensure improvement. • Desired/targeted experience includes: <ul style="list-style-type: none"> • 10 years of experience providing quality control oversight or quality management on infrastructure projects; and • 5 years of major design-build construction management of major urban freeways • Must be a current California registered P.E.*

*Professional engineers must be licensed in the State of California, or become licensed in the State of California prior to award of the DB Contract. The individual need not have a California license as of the SOQ Submittal Deadline.

Each resume shall state the specific role(s) that each person listed is fulfilling for the DB Work and may, within the two (2) page resume maximum, describe how the person(s) prior experience relates to their potential role in connection with the DB Work. For each project listed in a resume, include the individual's employer at the time, the name and location of the project, project number (if applicable), dates of work performed on the project and a description of the work or services provided and role on the project. If more than one role was played, identify the dates and duration of each role. References for each individual shall be placed on that individual's respective resume.

Three (3) references (no more than one per project) for each of the Key Personnel position(s) for projects worked on during the past eight (8) years must be supplied; provided, however, that where the individual has only worked on one or two projects during the past eight (8) years (measured from the date of issuance of this RFQ), the Proposer shall (i) affirmatively state that such individual has only worked on one or two projects during the past eight (8) years (measured from the date of issuance of this RFQ); (ii) include references for each of such projects; and (iii) include references for projects worked beyond the past eight (8) years (measured from the date of issuance of this RFQ) so that the number of references equals three (3) in total.

References shall be previous owners or clients with whom the identified personnel have worked within the past eight (8) years (measured from the date of issuance of this RFQ) and which

appear on the identified personnel's resume. The references information shall include the name of the project the reference is from and the name, position, company or agency, current postal and e-mail addresses and phone numbers of the reference. Proposers are requested to verify that contact information is correct, and are advised that if the contact information provided is not current, SBCTC may elect to exclude the experience represented in determining the Key Personnel's qualifications.

An express, written statement from each entity employing such individuals committing that the individuals designated in the SOQ for the Key Personnel positions shall be available to serve the role so identified in connection with the DB Work.

While SBCTC recognizes that personnel availability and scheduling issues impact the Proposers, Proposers are urged only to identify and proffer personnel that they reasonably believe will be available for, and intend to assign to work on, the DB Work for the positions identified.

Note that in order for a Proposer to remain qualified to submit a Proposal after it has been placed on the short-list, the Proposer's Key Personnel as identified in the SOQ must remain intact for the duration of the procurement process (i.e., until execution of the DB Contract Documents), unless otherwise approved in writing by SBCTC. If a Proposer wishes to make changes in Key Personnel identified in its SOQ, the Proposer shall submit to SBCTC a written request for SBCTC's approval of the change as soon as possible but in no event later than the date and time included in the RFP. Proposer may not make any changes in any Key Personnel identified in its SOQ after this deadline, except for unusual circumstances beyond its control, in which case SBCTC, in its sole discretion, will consider such requests.

Requests to change Key Personnel shall be sent to the RFQ Procurement Contact as set out in Part A, Section 4.4, and shall include the information requested for the corresponding Key Personnel in the RFQ. The Proposer shall submit one (1) original and five (5) copies of each such request package.

SBCTC will review requests to implement changes in Key Personnel very carefully but is under no obligation to approve such requests and may approve or disapprove in writing a portion of the request or the entire request at its sole discretion. Failure to obtain SBCTC's approval for changes in Key Personnel during the procurement process may result in disqualification of the Proposer by SBCTC.

**San Bernardino County Transportation Authority
Conflicts of Interest Policy for
I-10 Corridor Contract 1 Project**

Section 1. Purpose. This Policy prescribes Conflict of Interest policies applicable to private entities, including Consultants and Proposers, participating or desiring to participate in the Authority's planning, procurement, design, construction or development of the Project. A private entity's failure to comply with these standards of conduct may result in potential liability to the Authority and the private entity and the private entity's preclusion from participation in the Project. This Policy is intended to apply in the context of the Authority's development of the Project, including pursuant to a design-build delivery method and contract (including any turnkey toll services procurements).

Section 2. Definitions.

Section 2.1. "Affiliate" means with respect to any Consultant: (a) any member, partner or joint venturer of such Consultant; (b) any individual or entity that directly or indirectly controls, or is controlled by, or is under common control with, such Consultant or any of its members, partners or joint venturers; and (c) any other entity for which 20% or more of the equity interest in such other entity is held directly or indirectly, beneficially or of record by (i) such Consultant, (ii) any of such Consultant's members, partners or joint venturers or (iii) any Affiliate of such Consultant under clause (b) of this definition.

Section 2.2. "Authority" means the San Bernardino County Transportation Authority.

Section 2.3. "Conflict of Interest" means a circumstance arising out of a Consultant's existing or past activities, including past activities as a Consultant to or employee of the Authority, business interests, familial relationships, contractual relationships, and/or organizational structure (i.e., Affiliates, etc.) wherein (i) the Consultant is or may be unable to render impartial assistance or advice to the Authority, (ii) the Consultant's objectivity in performing the scope of work sought by the Authority is or might be otherwise impaired, (iii) the Consultant has, or is perceived to have, an unfair competitive advantage; (iv) the Consultant's performance of Services on behalf of the Authority does or may provide an unfair competitive advantage to a third party; or (v) regardless of whether accurate, there is a perception or appearance of impropriety or unfair competitive advantage benefiting the Consultant or a third party as a result of the Consultant's participation on the Project.

Section 2.4. "Consultant" means any person or business entity (including any individual employee of such entity or any division and/or Affiliate of such entity) previously or currently retained, or in the process of being retained, by the Authority to provide Services in connection with the Project, including subconsultants and individual employees of subconsultants.

Section 2.5. "Executive Director" means the executive director of the Authority or his or her designee.

Section 2.6. "Policy" means this San Bernardino County Transportation Authority Conflicts of Interest Policy for the Project.

Section 2.7. "Project" means the I-10 Corridor Contract 1 Project.

Section 2.8. "Proposer" means any person or business entity, including joint ventures, partnerships, limited liability companies, corporations, consortia, teams or other groups or organizations of individuals or entities, or the individuals and entities that make up such groups, that have submitted a qualification submittal or proposal for work on the Project or are interested in submitting a qualification submittal or proposal for work on the Project.

Section 2.9. "Services" means, in the context of this Policy, consulting services related to the Project, which may include, but are not limited to, some or all of the following: planning services, procurement services, federal and state environmental services; financial advisory services; insurance services, legal services; DBE compliance or program development services, labor compliance services, traffic and revenue studies; operations and toll planning services; program oversight; design and construction management services, preliminary engineering services (including right-of-way, structures, survey and utility), and public and community outreach services.

Section 3. Conflicts of Interest.

Section 3.1. Purpose. This section prescribes the Authority's policy on Conflicts of Interest relating to Consultants participating or desiring to participate in the planning, procurement, design, construction or development of the Project, and thereby:

- (A) Protects the integrity and fairness of the planning, procurement, design, construction or development of the Project;
- (B) Avoids circumstances where a Consultant or Proposer obtains, or appears to obtain, an unfair competitive advantage as a result of work performed by a Consultant;
- (C) Provides guidance to Consultants and Proposers, or potential Consultants and Proposers, so they may assess, and make informed business decisions concerning their decision to provide Services on the Project or to submit a qualification submittal and/or proposal related to the design, construction or development of the Project; and
- (D) Protects the Authority's interests and confidential and sensitive Project-specific information.

Section 3.2. Applicability. This Policy applies to Consultants who desire to participate in, have participated in or are participating in the performance of Services for the Authority related to the Project. This Policy may prohibit or restrict the ability of a Proposer to have a Consultant participate on a Proposer team as an equity owner or team member, act as a consultant or subconsultant to a Proposer, or have a financial interest in a Proposer or an equity owner or team member of a Proposer. This Policy

relates solely to the Project and does not address the Authority's approach to conflicts of interest on other Authority projects.

Section 3.3. Conflicts of Interest Disclosure -

Section 3.3.1. Obligation to Disclose. Consultants participating in the Project shall arrange their affairs so as to prevent Conflicts of Interest from arising. Any Consultant having an actual, potential or perceived Conflict of Interest shall disclose the matter to the Authority in writing with supporting facts and information to the following individual:

San Bernardino County Transportation Authority
 1170 W 3rd St., Second Floor
 San Bernardino, CA 92410
Attention: Mr. Jeffery Hill, Procurement Manager
 Phone: 909.884.8276
 E-mail: db@sanbag.ca.gov

Disclosures will also be requested as part of any request for qualifications or request for proposals relating to the design, construction or development of the Project.

The Consultant's Conflict of Interest disclosure obligation is ongoing. Consultants should undertake reasonable due diligence, including necessary conflict searches, to determine whether new actual, potential or perceived Conflicts of Interest arise. Due diligence should extend to investigation of past relationships and, if the Consultant is an entity, to employees, officers or directors of the Consultant. If a Consultant becomes aware of an actual, potential or perceived Conflict of Interest at any time during its participation in the Project, the Consultant shall promptly disclose the matter to the Authority as described herein. A Consultant shall use its best efforts to respond to any requests for additional information and documentation that the Authority deems necessary to fully evaluate the Authority's Conflict of Interest issues and to consider the Authority's determination. The Consultant's failure to provide such information or documentation when requested may impact the Authority's final determination hereunder.

Section 3.3.2. Failure to Comply. If a Consultant fails to comply with this Policy, including failure to comply with any mitigative measures imposed under this Policy, or otherwise fails to disclose an actual, potential or perceived Conflict of Interest, the Authority may, in its sole discretion:

- (A) Preclude and/or disqualify the Consultant and its Affiliates, including any Proposer with whom the Consultant is or had affiliated, from participation in the planning, procurement, design, construction and/or development of the Project, including any competitive process associated therewith;
- (B) Require the Consultant and its Affiliates, including any Proposer with whom the Consultant is or had affiliated, to implement mitigative measures;

(C) Segregate or terminate the Consultant and its Affiliates, including any Proposer with whom the Consultant is or had affiliated, from planning, procurement, design, construction and/or development of the Project; and/or

(D) Pursue any and all other rights and remedies available at law, in equity or set forth in any request for qualifications or request for proposals, which rights and remedies shall include the right to seek any and all direct or indirect costs and damages resulting from the Consultant's failure to comply with this Policy, including, but not limited to, costs resulting from third-party challenges to the procurement or the Authority's re-procurement of the Project.

Section 3.4. Period in Which a Conflict of Interest Applies. If the Executive Director determines that the performance of Services by a Consultant creates an actual, potential or perceived Conflict of Interest, the provisions in this Policy and any decisions made by the Authority related to such Conflict of Interest (including prohibitions, mitigative measures, etc.) shall continue and apply for the duration of the planning, procurement, design, construction and development of the Project, provided that the Executive Director may, on a case-by-case basis and in his or her sole discretion, modify the length of this time period in writing if he/she determines that the modification is in the best interests of the Authority and the Project.

Section 3.5. Application to New Firm. If a Conflict of Interest applies to an individual, the Conflict of Interest and prohibition with respect to the individual will not apply to the individual's new place of employment, unless the new employer is an Affiliate of the employee's previous employer or unless mitigative measures will not, in the Authority's sole discretion, mitigate or eliminate the Conflict of Interest issue. If the new employer is not an Affiliate of the previous employer and is otherwise eligible to perform Services for the Authority pursuant to this Policy and applicable law, the new employer will remain eligible despite the employment of the individual, but mitigative measures may be required of the new employer with respect to the employee.

Section 3.6. Federal and State Requirements.

Section 3.6.1. Federal and State Laws. For federal-aid projects and in certain other circumstances, the Authority must comply with the Federal Highway Administration's organizational conflict of interest regulations found in 23 CFR §636.116. The Authority must also comply with certain California laws and regulations, including, without limitation, Government Code §§1090 and 87100 et seq. Nothing in this Policy is intended to limit, modify, supersede or otherwise alter the effect of those laws and regulations, and the Authority will apply this Policy consistent with those laws and regulations.

Section 3.6.2. Limitations on Authority Consents and Approvals. To the extent that application of the federal and state laws and regulations described in Section 3.6.1 would preclude or limit participation by a Consultant or an individual with respect to the Project, then notwithstanding any other aspect of this Policy or any contrary decision by the Authority in response to an actual, potential or perceived Conflict of Interest under

this Policy, such federal and state laws and regulations shall control and be determinative. Under no circumstances shall a decision, approval or consent by the Authority in response to a disclosure, request or actual, potential or perceived Conflict of Interest under this Policy be considered an opinion with respect to the applicability or effect of such federal and state laws or regulations, and Consultant shall bear all responsibility and liability for determining if a conflict under federal and/or state laws or regulations exist in relation to the Consultant's work or proposed work on the Project.

Section 3.7. Binding Effect of Authority Decisions. The Authority shall not withdraw or amend a prior consent or approval granted to a Consultant under this Policy unless:

- (A) The application of the federal and state laws and regulations described in Section 3.6 requires the consent or approval to be withdrawn or amended; or
- (B) The Authority decides, in its sole discretion, to withdraw or amend the consent or approval based on factual circumstances that the Authority has been made aware of that were not disclosed when the Authority made its original decision, or factual circumstances that are new or have changed since the Authority made its original decision; or
- (C) The Consultant or Proposer team fails to comply with any mitigative measures imposed under this Policy.

Section 3.8. General Conflict of Interest Standards. Except as provided in Section 3.9 of this Policy, no Consultant that has previously provided Services or that is currently providing Services to the Authority with respect to the Project may be a Proposer or participate as an equity owner, team member, consultant, or subconsultant of or to a Proposer for the Project, or have a financial interest in any of the foregoing entities with respect to the Project. In Authority's sole discretion, this prohibition may be extended to Consultants that worked for the Authority on a project other than the Project, where such work was, in the Authority's sole determination, strategic to Authority's design-build program or afforded such Consultant access to information about the Project or the Authority's approach to the Project (or other design-build projects) or procurement of the Project (or other design-build projects) that would provide an unfair competitive advantage for such Consultant.

Section 3.9. Determination Regarding Provision of Services for the Project.

Section 3.9.1. Discretion of the Authority. Unless otherwise indicated in this Policy, all approvals, actions or discretion under this Policy and with respect to an actual, potential or perceived Conflict of Interest shall be within the sole discretion of the Authority. Unless a particular decision regarding application of this Policy is referred to the Authority's Board by the Executive Director, the Executive Director retains the ultimate and sole discretion to act on behalf of the Authority hereunder and to determine on a case-by-case basis whether an actual, potential or perceived Conflict of Interest exists and what actions may be appropriate to avoid, neutralize, or mitigate any actual, potential or perceived Conflict of Interest.

Section 3.9.2. Determination Process. In response to a disclosure under Section 3.3 above or information the Authority obtains independent of a Consultant, the Executive Director shall determine whether a Consultant has an actual, potential or perceived Conflict of Interest that the Executive Director determines should prevent the Consultant from (i) being a Proposer, (ii) participating as an equity owner, team member, consultant, or subconsultant of or to a Proposer for the Project, (iii) having a financial interest in any of the foregoing entities with respect to the Project or (iv) otherwise participating in the design, construction or development of the Project. Once the Executive Director makes this determination, he/she or his/her designee shall send the Consultant a written notice regarding the decision and, if participation is approved, whether the approval and participation is limited or subject to the Consultant meeting certain conditions. The Executive Director shall consider some or all of the following factors when making the determination:

- (A) Whether the Consultant will not, or in the case of the previous performance of Services did not, have access to or obtain knowledge of confidential or sensitive information, procedures, policies and processes that could provide, or could be perceived to provide, an unfair competitive advantage with respect to the procurement, design, construction or development of the Project;
- (B) Whether the data and information provided to the Consultant in the performance of the Services is either substantially irrelevant to the procurement for the Project or is generally available on substantially an equal and timely basis to all Proposers;
- (C) The type of Services at issue;
- (D) The particular circumstances at issue, including the Consultant's ability to effectively implement the safeguards described in Section 3.12, including an ethical wall, or to otherwise mitigate the Conflict of Interest in a manner satisfactory to the Authority;
- (E) The specialized expertise, if any, needed by the Authority and Proposers to implement the Project;
- (F) The period of time between the previous work for the Authority and the potential Conflict of Interest situation;
- (G) Whether the Consultant's work for the Authority has been completed or is ongoing;
- (H) The potential impact on the procurement and implementation of the Project, including impacts on competition;

(I) Whether, with respect to a Consultant's prior environmental services related to the Project, if any, a record of decision or finding of no significant impact has been issued for the Project;

(J) Whether, with respect to a Consultant's prior traffic and revenue Services related to the Project, if any, the prior work will have no impact on the Project's plan of finance, on a Proposer's ability to obtain and close funding or on the potential sources of funding for the Project;

(K) Whether the Executive Director believes that the Consultant's participation is in the best interests of the Authority; and

(L) Any other factors or circumstances deemed relevant by the Authority.

Section 3.10. Procurement and Financial Services. Independent of the process described in Section 3.9, a Consultant actively engaged and performing procurement services or financial services with respect to the Project may not be a Proposer or participate as an equity owner, team member, consultant, or subconsultant of or to a Proposer for the Project, or have a financial interest in any of the foregoing entities with respect to the Project.

Section 3.11. Multiple Services. If a Consultant is providing more than one category or type of Services to the Authority for the Project (e.g., environmental services as well as procurement services) and there are differences in this Policy's considerations, standards, restrictions, limitations and outcomes applicable to those categories or types of Services, the standards, restrictions, limitations and outcomes applicable to a category that are more stringent will be applied (e.g., if a Consultant were only providing preliminary engineering services that have been completed, they may be approved to participate on a Proposer team, whereas, if they were also providing ongoing procurement services for the Project, they may not be approved to participate on a Proposer team).

Section 3.12. Restriction of Services and Conditions to Approvals and Exceptions. In order to address actual, potential or perceived Conflicts of Interest, the Executive Director as part of providing his or her consent to the participation of a Consultant may, in his or her sole discretion:

(A) Restrict the scope of Services the Consultant may be eligible to perform for the Authority or the Proposer team in order to further the intent and goals of this Policy;

(B) Condition an approval, determination, or exception as the Executive Director determines appropriate to further the intent and goals of this Policy, including by requiring the Consultant or Proposer to implement certain safeguards, including, but not limited to:

(i) The execution of confidentiality agreements satisfactory to the Authority, which may, among other things, include the segregation and protection of information obtained as a result of the Consultant's prior or ongoing work for the Authority or from former or current Authority employees; and/or

(ii) The execution of ethical wall agreements satisfactory to the Authority, which segregate certain personnel from participation in the Project; and/or

(iii) The execution of agreements satisfactory to the Authority regarding the dissemination of work product and materials created as a result of Consultant's prior or ongoing work for the Authority, including dissemination to the Authority and restrictions on dissemination by the Consultant to any Proposer team, including a team on which they intend to participate.

Section 3.13. Provisions are Nonexclusive. The provisions in this Policy do not address every situation that may arise in the context of the Authority's planning, procurement, design, construction or development of the Project nor require a particular decision or determination by the Executive Director when faced with facts similar to those described in this Policy. In addition, additional policies, procedures and limits related to conflicts of interest or similar issues may be imposed by the Authority at any time with respect to the Project or any other Authority projects.

Minute Action

AGENDA ITEM: 7

Date: *November 10, 2016*

Subject:

Interstate 10 Corridor Contract 1: Toll Service Provider Procurement Process

Recommendation:

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

A. Make a finding by a two-thirds vote that the procurement of the technological equipment for the Interstate 10 (I-10) Corridor Contract 1 Project (Project), as further described herein, qualifies for use of the Board's procurement authority under Public Utilities Code (PUC) § 130238 (Specialized Equipment Law) through competitive negotiation;

B. Authorize the Executive Director or designee to release Request for Qualifications (RFQ) No. 17-1001617 and future addenda to design, implement, install, operate and maintain the toll collection system for the Project (Toll Services) through a toll services contract using the Board's procurement authority under the Specialized Equipment Law and consistent with the Board's Contracting and Procurement Policy, as amended hereby for this Toll Services procurement. The mandatory requirement to interview proposers will not apply to this Toll Services Procurement;

C. Authorize the Executive Director or designee to evaluate initial proposals (Statements of Qualifications or SOQs) and shortlist no more than five proposers (Shortlisted Toll Services Proposers) in accordance with and based on the criteria identified in the RFQ and any addenda, which will establish the competitive range for purposes of the Request for Proposals (RFP) process;

D. Authorize the Executive Director or designee to issue an RFP and future addenda to the Shortlisted Toll Services Proposers for Toll Services for the Project through a toll services contract;

E. Authorize the Executive Director or designee to engage in a competitive negotiation process with the Shortlisted Toll Services Proposers, including participating in one-on-one meetings, responding to proposer questions and issuing addenda prior to and after issuance of a final RFP;

F. Authorize the Executive Director or designee to select the top-ranked proposer for Toll Services based on the best value evaluation criteria identified in the RFP and any addenda; to conduct subsequent negotiations with the top-ranked proposer; to proceed with negotiations with the next-ranked proposer if negotiations are unsuccessful with the top-ranked proposer as determined by the Executive Director in his sole discretion; to authorize the issuance of a request for revised proposals (also known as a request for best and final offers) and future addenda if in the interest of the San Bernardino County Transportation Authority (SBCTA) and the Project,

Entity: CTC

and if only one proposal is received, to make a finding that every effort was made to generate the maximum feasible number of proposals from qualified sources before proceeding to negotiate with the sole proposer;

G. Authorize the Executive Director or designee to act on behalf of the Board for all purposes under PUC § 130238, except that the award of any Toll Services contract for the Project shall be made by the Board;

H. Waive the Vendor Protest requirements of Policy 11007 for the Toll Services procurement, approve the protest procedures in the Toll Services RFQ, and authorize the Executive Director or designee to draft appropriate protest procedures for the Toll Services RFP as deemed appropriate and in the best interests of SBCTA, and in accordance with PUC § 130238 and all other applicable state and federal law;

I. Delegate to the Executive Director or designee the Board's authority to hear and decide procurement protests under PUC § 130238;

J. Approve and authorize the use of the I-10 Corridor Contract 1 Project Conflict of Interest Policy for the Toll Service procurement for the Project.

Background:

The I-10 Corridor Contract 1 Project (Project) involves the design and construction of two tolled express lanes (Express Lanes) in each direction of I-10 from the Los Angeles/San Bernardino County line to the I-10/I-15 interchange. A new Express Lane would be constructed in each direction extending from the Los Angeles/San Bernardino County line to Haven Avenue in Ontario and the existing high occupancy vehicle (HOV) lane in each direction would be repurposed as an Express Lane to provide two Express Lanes in each direction. East of Haven Avenue to I-15, two Express Lanes would be constructed. These improvements are primarily within San Bernardino County, with minor improvements in Los Angeles County to accommodate the roadway transition between the existing HOV lane in Los Angeles County and the proposed Express Lanes in San Bernardino County. Transition zones between the existing HOV lanes in Los Angeles County and the proposed Express Lanes in San Bernardino County are being planned in coordination with state and local agency personnel in both counties and, combined with appropriate advance signage and striping delineation, will provide a safe operating transition for motorists. Ultimately, the Project will provide a seamless connection to future Express Lanes planned in Los Angeles County.

The Project team has analyzed procurement options with respect to the specific attributes of the Project and found that two separate best value procurements for the Design-Build Work (DB Work) and the Toll Services would be most advantageous. The core scopes of work for the two contracts are:

- DB Work consists of design and construction of the civil infrastructure elements for the Express Lanes and the necessary tie-in work to the existing I-10 corridor.
- Toll Services consists of two major components.
 - Design, installation, and implementation of the electronic toll collection system. This would include development of software and hardware systems.
 - Toll Operations and Maintenance (Toll O&M) consisting of operation and maintenance of the roadside toll system (including hardware, cameras, transponder readers, etc.) and development and operation of the back office functions associated with tolling. It is currently anticipated that customer service

functions will be provided by a regional toll customer service center or another third party and that the Toll O&M will include coordination with such regional toll customer service center or third party. The Toll Services RFQ does reserve the right to add in a customer service center scope should it later be determined it is in the best interests of SBCTA and the Project to do so.

The estimated cost of the Toll Services Provider (TSP) contract is approximately \$30,000,000, which includes initial capital expenditures and Toll O&M expenditures for a period of five years.

In a best value competitive procurement, the contract is awarded to the proposer who provides the best value to the owner, taking into account the proposer's capabilities and technical proposal as well as price. In a traditional lowest responsible bid procurement, the contract is awarded to the responsive bidder who offers the lowest price without regard to its specific qualifications or any technical proposal. Best value fosters enhanced innovation for the Toll Services, and improved quality that will provide the owner with equal or, potentially, better functionality, use, and quality than specified in the technical specifications while, at the same time, striking the right balance between cost and price considerations with technical quality and performance.

The Design-Build Law is only available for procurements where the majority of the scope includes construction work. Since the scope of the Toll Services does not include construction work and will, at most include only "incidental" construction work, the Design-Build Law is not the best vehicle for procurement of the Toll Services.

In order to implement a best-value procurement for the Toll Services, staff proposes to perform the procurement under the Board's Contracting and Procurement Policy, as amended hereby The Policy governs the procurement of consultants, which, in this case, will be the entity performing the Toll Services, and SBCTA will also utilize the Specialized Equipment Law for supply of the technological equipment associated with the Toll Services. The Board's authority under the Contracting and Procurement Policy allows for procurement of "product specific professional and technical services consultants" (e.g., contracts with very specific scopes of work and discrete work products, set periods of performance, and negotiated costs, such as specific designs, studies, reports, or work products) based on a best value approach, with demonstrated competence, qualifications and cost as considerations in making the determination of best value. As further described below, the Specialized Equipment Law also allows use of this approach. For the Toll Services procurement, interviews will not be mandatory in conjunction with shortlisting or award.

The Specialized Equipment Law falls under the Board's enabling legislation. For the Board to use the Specialized Equipment Law to supply technological equipment for the Project, a finding must be made by a two-thirds vote of the Board the proposed procurement qualifies under the Specialized Equipment Law.

The Specialized Equipment Law allows "competitive negotiation", rather than low-bid. Under PUC § 130238, subsection (a), these include procurements "(2) [of] products and materials which are undergoing rapid technological changes, and (3) for the introduction of new technological changes into the operations of the Board". If the Specialized Equipment Law does not apply, then the Board would be required to procure these items under PUC § 130232, which

requires a low-bid procurement process for supplies, equipment, and materials in excess of twenty-five thousand dollars (\$25,000).

The Specialized Equipment Law is intended to identify circumstances where it may be “in the public interest to consider, in addition to price, factors such as vendor financing, performance reliability, standardization, life-cycle costs, delivery timetables, support logistics, the broadest possible range of competing products and materials available, fitness of purchase, manufacturer’s warranty, and similar factors in the award of contracts for these vehicles and equipment.”

Subsection (b) of the Specialized Equipment Law applies specifically to the purchase of “computers, telecommunications equipment, fare collections equipment, microwave equipment, and other related electronic equipment and apparatus” but “does not apply to contracts for construction or for the procurement of any product available in substantial quantities to the general public.” The electronic equipment and systems (collectively Toll Equipment) that will be provided by the Toll Services Provider is uniquely specialized and complex and is not available in substantial quantities to the general public, thus meeting the criteria for application of the Specialized Equipment Law. This equipment and these systems will be new systems for SBCTA and toll system equipment and systems are going through rapid technological changes.

Should the Board find the Specialized Equipment Law applies by the required two-thirds vote, the procurement for the Toll Services will need to address certain statutory requirements under the Specialized Equipment Law that are described in the section of this agenda item titled, Recommendation B,C,D,E and F – Toll Service Provider.

Environmental Review and Schedule

The draft environmental impact report/environmental impact statement (DEIR/EIS) for the I-10 Corridor Project was released for public review on April 25, 2016. The public comment period for the DEIR/EIS began on April 25, 2016 and ended on June 13, 2016. Alternative 3 (Express Lanes) was selected as the Preferred Alternative on June 22, 2016. The Final Environmental Impact Report/Environmental Impact Statement (FEIR/EIS) is expected to be certified in summer 2017. A no-build alternative is always considered in the environmental process, and it is possible that the Project scope may need to be modified to comply with the environmental process, or that a no-build alternative may be adopted. Release of this RFQ and RFP does not commit the Commission or SBCTA to award the contracts or to undertake any action regarding the Project. Recommendations to award any DB or Toll Services contracts resulting from these procurements will not be brought to the Board unless and until the FEIR/EIS for the Project is approved. Table 1 provides a summary of the key Toll Service Provider procurement milestones.

Table 1 – Procurement Milestones

Milestone	Toll Services Provider Date
Release RFQ	January 4, 2017
SOQs Due	February 24, 2017
Finalize Short List	March 2017
Release Industry Review RFP	March 2017
Release Final RFP	June 2017
Proposals Due	October 2017
Board Approval / Contract Award	Spring/Summer 2018
NTP 1 (Administrative)	Spring/Summer 2018
Financial Close	Summer 2018

SB 1305 San Bernardino County Transportation Authority

On January 1, 2017, Senate Bill 1305 (SB 1305) will become effective and will consolidate the San Bernardino County Transportation Commission into the San Bernardino County Transportation Authority (SBCTA). SBCTA will have all of the powers currently possessed by the Commission including procurement authority under Design Build Law and Specialized Equipment Law, discussed above. The Toll Services RFQ and the Toll Services RFP are expected to be released after SB 1305 is in effect and they will be released by SBCTA. The contract awarded will be awarded by SBCTA. All references in this report to the Commission and all recommendations for the Commission will apply to SBCTA effective January 1, 2017.

Recommendation A – Specialized Equipment Law

As stated above, to use the Specialized Equipment Law, the Board must make a finding by a two-thirds vote that the proposed procurement qualifies under the Specialized Equipment Law. Staff recommends this finding be made.

Recommendations B, C, D, E, F, and G - Toll Services Contract

The Toll Services contract would be awarded under a two-step procurement process. An RFQ (attached) phase and an RFP phase. Following submissions of SOQs in response to the applicable RFQ, it is anticipated that staff would evaluate the SOQs (considered initial proposals) and shortlist not less than three, nor more than five proposer teams (Shortlisted Toll Services Proposers) to establish a competitive range for purposes of the RFP process. Staff would then engage in a competitive negotiation process with the Shortlisted Toll Services Proposers, which would include one-on-one meetings, responding to proposer questions and issuing addenda prior to and after issuance of a final RFP. Through the issuance of an RFP, the Shortlisted Toll Services Proposers would be invited to submit technical and price proposals (Proposals). Following evaluation of the Proposals, staff will identify the highest ranked Shortlisted Toll Services Proposer and commence negotiations. Should negotiations with a highest ranked Short-Listed Toll Services Proposer be successful, a final contract will be brought before the Board for approval. Should negotiations with a highest ranked Shortlisted Toll Services Proposer be unsuccessful, staff may commence negotiations with the next highest

ranked Shortlisted Toll Services Proposer and the foregoing process shall continue. At any time, the Executive Director may reject any and all proposals or require that staff issue a request for proposal revisions (sometimes known as a “best and final offer”), in which case, the foregoing evaluation and negotiation process would be followed with respect to the revised proposals. The Executive Director may also cancel a procurement at any time if it is in the interest of the SBCTA.

To address certain statutory requirements under the Specialized Equipment Law, the following actions will be under taken by staff.

- The relevant procurement documents will be prepared and submitted to an adequate number of qualified sources to permit reasonable competition consistent with the nature and requirement of the procurement;
- Notice of the procurement and request for submissions will be published at least twice in a newspaper of general circulation, at least 10 days before the deadline for receipt of submissions;
- Every effort will be made to generate the maximum feasible number of proposals from qualified sources and the Executive Director is authorized to make a finding to that effect before proceeding to negotiate if only a single response to the RFP is received;
- The procurement documents will identify all significant evaluation factors, including price, and their relative importance;
- Reasonable procedures for technical evaluation of the proposals received, identification of qualified sources, and selection for contract award will be provided;
- Any award shall be made to the qualified proposer whose proposal will be most advantageous to SBCTA with price and all other factors considered; and
- If the recommended award is not made to the bidder whose proposal contains the lowest price, staff will recommend that the Board make a finding setting forth the basis for the award.

Recommendation H - Protest Procedures

The procurements for the DB Work and Toll Services will have unique attributes that differ from traditional Board procurements, including the time periods associated with the RFQ and RFP, the shortlisting procedures, and the value of the contracts. Moreover, in the case of the Toll Services procurement, the Specialized Equipment Law contains certain statutory protest provisions. See PUC § 130238(e). The Vendor Protest requirements set out in Policy 11007 do not take into account the practical and statutory requirements of the procurements and the need for certain and summary determinations of potential protests. Accordingly, it would be in the best interests of both SBCTA and the Proposers for the procurement that fair, expeditious and procurement-specific protest policies be included in the RFQ and RFP and that the protest procedures of Policy 11007 be waived. Such protest policies are included in the Toll Services RFQ, and similar protest policies appropriate for the Toll Services RFP will be included in the Toll Services RFP.

Recommendation I - Delegation of Authority Under PUC § 130238

As stated above, procurements under the Specialized Equipment Law are subject to specific protest procedures. PUC § 130238(e) provides that protests are to be heard by the Board. In

order to facilitate timely and responsive resolution of protests by individuals most knowledgeable of the issues surrounding the protests, the Executive Director or designee (the Procurement Manager) should hear and make the determinations involved in resolving any protest. Such approach is also consistent with the approach that will apply to the DB Work procurement and is analogous to current SBCTA procedures for protest resolution.

Recommendation J – Procurement-Specific Conflict of Interest Policy

In anticipation of federal participation in a design-build Project, the Proposers and Proposers' team members must comply with organizational conflict of interest rules set out in Title 23 of the Code of Federal Regulations (CFR) at Part 636, Subpart A.

Under 23 CFR 636.103, an organizational conflict of interest is defined as follows:

“Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the owner, or the person’s objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.”

These federal rules are included in a draft I-10 Corridor Contract 1 Conflict of Interest Policy (Conflict of Interest Policy) attached to the RFQ. This Conflict of Interest Policy provides that any person or firm under contract, or previously under contract with the Commission to prepare procurement documents, preliminary plans, planning reports or other project development products for the Project will not be allowed to participate in any capacity on a Proposer or Contractor team, with limited exceptions. This Conflict of Interest Policy is in addition to and more stringent than the conflict of interest rules of the California Political Reform Act embodied in the Commission’s Conflict of Interest Code set out in Policy No. 10102.

Staff recommends the Board approve the use of this Conflict of Interest Policy for these procurements in addition to Policy No. 10102.

Staff recommends approval of all recommendations.

Financial Impact:

This item does not impact the adopted SANBAG Fiscal Year 2016/2017 budget. This item will impact the SANBAG Fiscal Year 2017/2018 budget.

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, the draft RFQ and the Conflict of Interest Policy.

Responsible Staff:

John Meier, Project Manager

Approved
Board of Directors Metro Valley Study Session
Date: November 10, 2016

Witnessed By:

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

REQUEST FOR QUALIFICATIONS (RFQ 17-1001617)

**TO DESIGN, IMPLEMENT, INSTALL, OPERATE AND MAINTAIN A
TOLL COLLECTION SYSTEM AND PROVIDE TOLL SERVICES FOR
THE**

I-10 CORRIDOR CONTRACT 1 PROJECT

THROUGH

A TOLL SERVICES CONTRACT

RFQ Issuance Date: January 4, 2017

SOQ Submittal Deadline: February 24, 2017

SBCTA
1170 W. Third St., Second Floor
San Bernardino, CA 92410-1715

RFQ Procurement Contact: Jeffery Hill, Procurement Manager

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PART A

1. INTRODUCTION

1.1. Introduction

The San Bernardino County Transportation Authority (“SBCTA”), in cooperation with the California Department of Transportation (“Department”), is pleased to present this Request for Qualifications (“RFQ”) to prospective entities or groups of entities (the “Proposers”) interested in submitting Statements of Qualifications (“SOQs”). SBCTA seeks interested entities to design, implement, install, operate and maintain the toll collection system and provide toll services for two tolled express lanes on Interstate 10 (I-10) in each direction generally between the Los Angeles/San Bernardino County line to the Interstate 10/Interstate 15 (“I-10/I-15”) system interchange through the Cities of Montclair, Upland and Ontario, and portions of Los Angeles County, otherwise known as the I-10 Corridor Contract 1 Project (the “Project”) through a toll services contract (“Toll Services Contract”). The length of the Project is approximately 10 miles excluding mainline transition segments that extend from approximately 0.4 miles west of White Avenue in the City of Pomona at Post Mile (PM) 44.9 in Los Angeles County to 0.2 miles west of the Cherry Avenue overcrossing in the City of Fontana. Initially capitalized terms not otherwise defined in this RFQ have the meanings set forth in Exhibit 1. Use of the term “include”, “includes” or “including” should be read as if followed by the words “without limitation” or “but not limited to”, as the case may be.

The Project will have multiple access points and will serve as high-occupancy vehicle (“HOV”) lane(s) for HOV 3+ users, and can be used by two-axle vehicles not meeting HOV 3+ requirements in return for payment of a toll and utilized as a tolled express lane. The toll will be adjusted to maintain free flow travel conditions based on congestion in the I-10 Express Lanes. These improvements will enhance regional mobility and offer greater user flexibility of the regional transportation system. The majority of the proposed improvements are anticipated to be constructed within existing Department right-of-way (“ROW”), requiring both inside median and outside mainline widening. However, ROW acquisition that includes fee takes and various types of easements will be necessary to accommodate construction of the Project.

Continuing growth and development along the I-10 corridor is projected to result in increased traffic demand and congestion resulting in high levels of capacity deficiency; longer commute times; increased energy consumption; more air pollution; higher accident rates that are typically related to congestion; and operational degradation of the freeway mainline, local interchanges, and the adjacent local arterials. All of these challenges point to the need for implementation of the Project.

The design and construction of the Project will be undertaken by SBCTA through a separate design-build contract (“DB Contract”). SBCTA has not yet identified the design-build contractor (“DB Contractor”), but has issued an RFQ and intends to select and contract with the DB Contractor concurrently with this procurement. It is currently anticipated that an award for the DB Contract will be made in late spring of 2018, concurrently with award of this Contract.

In addition, it is currently anticipated that Toll Services Provider will not be responsible for providing or maintaining the customer service center system for the Project and that such

services and functions will be provided by another government agency or a third party pursuant to a separate contract between such agency or third party (the “CSC Provider”) and SBCTA.

The anticipated scope split among Toll Services Provider, DB Contractor and CSC Provider is as follows:

- Toll Services Provider will be responsible for the design, integration, installation, deployment, testing and commissioning of the toll collection system and a back office system, traffic management system and dynamic pricing system. Toll Service Provider will be responsible for providing design criteria and inputs to the DB Contractor for the tolling system structures and infrastructure early in the design phase in order to allow the DB Contractor to take such design criteria and inputs into account in its design.
- With respect to the customer service center, it is currently anticipated that the Toll Service Provider will interface with the CSC Provider, including providing trip transactions, accepting reconciliation and CTOC files from the CSC Provider for the collection of toll revenue.
- DB Contractor will be responsible for the design and construction of all toll system structures and civil infrastructure (utilizing design criteria and inputs from the Toll Services Provider) for the Toll Services components, as set out in further detail in Part A, Section 2.3.

Final details of the specific scope and task delineation between Toll Services Provider and DB Contractor will be included in the RFP.

Additional Project history, outreach and background information is available at the following website:

<http://www.1015projects.com/>

A copy of the preliminary engineering and environmental technical studies and reports completed to date may also be reviewed and downloaded at the following website:

http://www.sanbag.ca.gov/projects/mi_fwy_i-10-corridor.html

1.2. Contract Model

During the design, implementation and installation phase of the Toll Services, it is anticipated that the Toll Services Provider will carry out the applicable Toll Services for a lump sum price payable on the basis of milestone payments, as further described in Part A, Section 3.1. During the operations and maintenance phase of the Toll Services, it is anticipated that the Toll Services Provider will carry out the applicable Toll Services for periodic payments, as further described in Part A, Section 3.1.

1.3. Project Goals

The primary goal of the Project is to improve traffic operations on I-10 in San Bernardino County to reduce congestion, increase throughput, enhance trip reliability, and accommodate long-term congestion management of the corridor.

More specifically, objectives of the Project (which are not listed in order of importance) include:

- Reducing volume-to-capacity (v/c) ratios along the corridor;
- Improving travel times within the corridor;
- Relieving congestion and improving traffic flow on the regional transportation system;
- Addressing increased travel associated with existing and planned development;
- Providing a facility that is compatible with transit and other modal options;
- Providing consistency with the SCAG RTP, where feasible, and in compliance with federal and state regulations;
- Providing a cost-effective Project solution;
- Minimizing environmental impacts and ROW acquisition;
- Promoting sustainable travel and livability for the corridor;
- Completion of the Project and opening to traffic by mid-2022;
- Providing efficient construction staging plans and related traffic management plans affecting the freeway, ramps and local streets; and
- Promoting a safe work environment throughout the duration of the Project.

1.4. Procuring Agency, Key Stakeholders

SBCTA is the procuring and contracting agency for the Project, working in cooperation with Department and the Federal Highway Administration (“FHWA”).

Department and FHWA will have certain oversight and approval rights with respect to the Project (including Department’s rights to review, comment, and/or approve certain Project design submittals and certain change orders). In addition, Department and FHWA will provide certain oversight and technical services to the Project. SBCTA and Department will enter into a cooperative agreement setting forth their respective roles and responsibilities with respect to development, design, and construction of the Project, as well as a toll facilities agreement relating to the operation of the toll facility. These agreements are currently being developed and negotiated and will be made available to Short-Listed Proposers once they have been executed. The cooperative agreement is currently anticipated to be executed in summer 2017 and the toll facilities agreement in fall 2017.

1.5. Role of SBCTA

SBCTA is the lead sponsor agency and generally responsible for the following activities:

- Obtaining the appropriate NEPA/CEQA environmental clearances for the Project except those assigned to Toll Services Provider or DB Contractor;
- Overall program administration;
- Preparation of this RFQ, evaluation of SOQs, determination of the Short-Listed Proposers, preparation of a Request for Proposals (“RFP”); evaluation of Proposals, selection of Toll Services Provider and award of a Toll Services Contract;
- Contract administration;
- Quality verification and audit of the work and services of Toll Services Provider and DB Contractor;
- Provision of certain due diligence information and data included in the RFP;
- Assistance with the coordination among Toll Services Provider, DB Contractor and CSC Provider. The primary responsibility for coordination shall rest with Toll Services Provider and DB Contractor;
- Review and acceptance of Toll Services Provider’s work and services and payment for such work and services;
- Establishment of toll policies and business rules;
- Review and approval of required document submittals and system design;
- Verification of system testing and readiness;
- Final approval on payment and work completed; and
- Public relations, community outreach and media efforts.

At SBCTA’s sole discretion, it may use its consultants in fulfilling or assisting with some or all of the responsibilities described in this Part A, Section 1.5.

1.6. General Overview of Toll Services

The Toll Services include the design, installation, integration, deployment, testing and commissioning of the toll collection system. The toll systems and equipment will include automatic vehicle identification, advanced automatic license plate recognition, video auditing, dynamic message signs, vehicle detection, CCTV, enforcement beacons, security monitoring, advanced traffic management and an enhanced back office (or host) for dynamic pricing and forming a complete trip transaction to be processed by the CSC Provider. Toll Services to be performed include traffic management operations, image review and transaction reconciliation along with all other required financial responsibilities. The Toll Service Provider will establish an interface and maintain a connection to the CSC Provider for the processing of transactions and sharing of files required to process transactions. The Toll Services also include the on-going operation and maintenance of all systems and related services included within Toll Services

Provider's scope of work. It is currently anticipated that the toll system structures, communication, conduit and equipment cabinet pads will be provided by the DB Contractor. All Toll Services will be performed in accordance with SBCTA and Department standards, applicable federal, State and local law and approvals, industry best practices and the requirements of the Toll Services Contract. Toll Services Provider will also be responsible for coordination with SBCTA's Project team, Department, FHWA, Project stakeholders, CSC Provider, DB Contractor and the public. Further detail on the Toll Services is set out in Part A, Section 2 and will be fully developed in the RFP.

1.7. The Procurement Process

SBCTA will use a two-step procurement process to select the Toll Services Provider. This RFQ will be followed by an RFP.

This RFQ is the first step in the procurement process and is issued to solicit information, in the form of SOQs. SBCTA will evaluate the SOQs to determine a short-list of the Proposers that are the most highly qualified to perform the Toll Services (the "Short-Listed Proposers") in accordance with the procedures and evaluation criteria described in Part A, Section 6.

The second step of the procurement process will include an industry review process with the Short-Listed Proposers involving draft RFP documents and one on one meetings followed by SBCTA's issuance of an RFP to the Short-Listed Proposers and the selection of Toll Services Provider. Additional one-on-one meetings are currently contemplated after such issuance.

See also Part A, Section 4.2 for additional information.

1.8. RFQ Schedule and Overall Procurement Schedule

SBCTA anticipates carrying out the RFQ process in accordance with the following schedule:

Issue Request for Qualifications	January 4, 2017
Deadline for questions regarding the RFQ and any addenda issued on or before January 19, 2017	January 24, 2017
Questions relating to any addenda issued after January 13, 2017	Noon Pacific Time on the date that is three (3) business days after the addendum is issued (but no later than the SOQ Submittal Deadline)
SOQ Submittal Deadline	February 24, 2017
Anticipated Announcement of Short-Listed Proposers	March 20, 2017

Following the announcement of the Short-Listed Proposers, SBCTA anticipates the following procurement activities and schedule:

Circulate draft RFP to Short-Listed Proposers	March 2017
Industry Review Period	March – June 2017
Issue final RFP for Toll Services	June 2017
Toll Services Proposals Due	October 2017
Award and execution of Toll Services Contract	Spring/Summer 2018

2. PROJECT DESCRIPTION AND SCOPE OF TOLL SERVICES

2.1. Overview of Project

I-10 is a critical link in the state transportation network and is used by interstate travelers, local commuters and regional and inter-regional trucks. The efficient movement of people through San Bernardino County is limited by the existing capacity of the transportation networks.

Existing deficiencies of I-10 through San Bernardino County include:

- General purpose lanes peak-period traffic demand that exceeds capacity
- I-10 HOV lane operation that is degraded during peak periods.

The Project is the first contract envisioned under the 33-mile I-10 Corridor currently in environmental review. The Project will widen the existing I-10 freeway between the Los Angeles/San Bernardino County line and I-15, a distance of approximately 10 miles.

Figure 1: I-10 Vicinity Map



Attachment: I-10 Corridor TSP RFQ 17-1001617 (3228 : I-10 Contract 1 Toll Service Provider Procurement Process)

2.2. Tolling Goals

Goals	Objectives
Improve traffic operations and mobility, reduce congestion, increase throughput and enhance trip reliability	<ul style="list-style-type: none"> • Reduce volume-to-capacity ratios along the corridor • Improve level of service along the corridor • Improve travel times within the corridor
Preserve and enhance peak and off-peak mobility and safety for current and future commuters, freight carriers, and recreational travelers	<ul style="list-style-type: none"> • Provide a facility that is compatible with transit and other modal options • Reduce operational conflict among auto, recreational and truck traffic • Improve efficiency and reliability of goods movement • Provide enhanced access to transit services • Increase commuter use of transit and HOV • Reduce frequency, severity, and consequences of crashes by minimizing contributing factors such as travel speeds, vehicle performance conflicts, and freeway design deficiencies • Provide consistency with the SCAG Regional Transportation Plan
Ensure economic vitality of existing and future commercial and industrial activity	<ul style="list-style-type: none"> • Minimize environmental impacts and ROW acquisition • Provide cost effective project solutions • Provide access to adjacent commercial and industrial land uses

2.3. Scope of Toll Services

This Section 2.3 will provide Proposers with basic background information regarding the general scope of the Toll Services to allow Proposers to formulate teams and submit SOQs. The detailed scope of work for the RFP is in development and may differ from the high-level information provided in this RFQ. The scope will include all project delivery elements such as a project management plan, a communication plan, a quality plan, a system design document, an operations plan, document control, scheduling, and coordination with SBCTA, Project stakeholders and other contracts as specified in the RFP.

The scope of work currently anticipates that the Toll Services Provider will design, implement, install, test, maintain and operate a toll collection system and provide back office and traffic management services, including the software and hardware required for the collection of tolls and managing traffic congestion.

The term of the operations and maintenance is currently anticipated to include an initial five (5) year term, with up to five (5) additional one (1) year optional terms for a maximum contract term of ten (10) years. SBCTA is also in the process of developing toll policies applicable to the Toll Services and its approach to CSC system functions being supported by a regional agency.

The DB Contractor procurement will be undertaken concurrently with this procurement and award and execution of the DB Contract is anticipated to be concurrent with award and execution of the Toll Services Contract. It is currently anticipated that Toll Services Provider will provide requirements for the toll structures, power requirements, communication requirements, conduit sizing and required paths, tolling electronic cabinet locations and requirements, any special pavement requirements, etc. early in the design phase for DB Contractor.

It is currently anticipated that the DB Contractor will be responsible for the design and installation of the toll structures, conduits, communications and cabinet pads. The Toll Services Provider also will review draft and final DB Contractor's design plans, schedule, maintenance of traffic plans, and coordinate the installation and test of the tolling system.

The RFP will provide additional details concerning Toll Services Provider's obligations for interaction and coordination with DB Contractor.

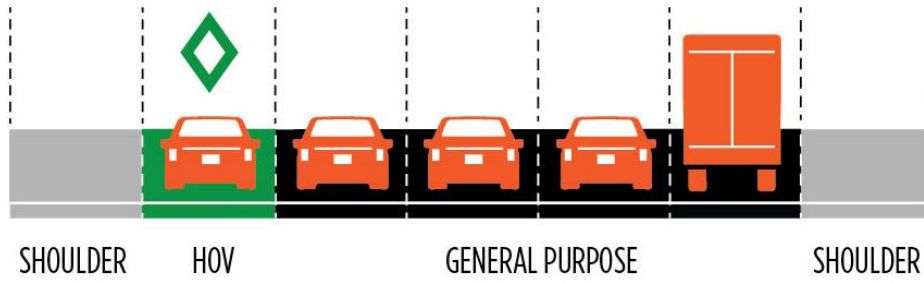
2.3.1. Typical Project Section

The Project will widen the existing I-10 freeway between the Los Angeles/San Bernardino county line and I-15, a distance of approximately 10 miles. The Project includes two tolled Express Lanes in each direction. West of Haven Avenue, a single new lane would be constructed and combined with the existing HOV lane to provide two new Express Lanes in each direction; east of Haven Avenue the Project will construct two Express Lanes in each direction. The RFP will provide more detailed sections for the individual tolling zones and specify additional system requirements.

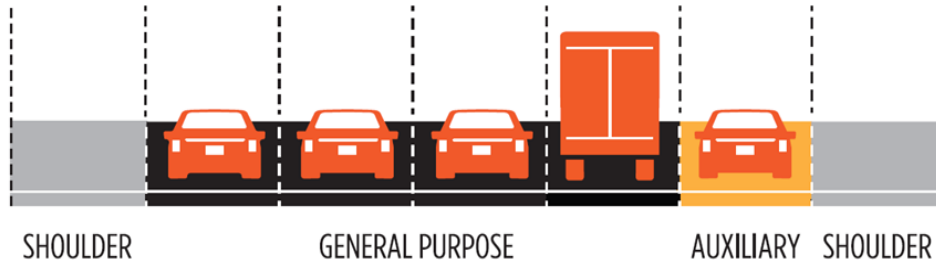
A typical half freeway cross section of the existing and proposed Project is shown below.

Figure 2: Existing and Proposed I-10 Express Lane Half-Cross Sections

EXISTING

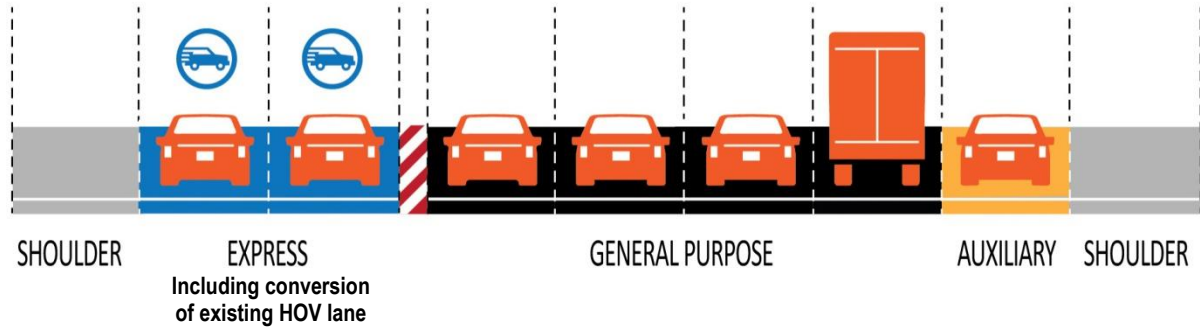


County Line to Haven



Haven to I-15

PROPOSED



Attachment: I-10 Corridor TSP RFQ 17-1001617 (3228 : I-10 Contract 1 Toll Service Provider Procurement Process)

2.3.2. Toll Collection System

This Project shall involve designing, implementing, installing, testing and operating and maintaining a toll collection system, including a lane system, a back-office system and certain traffic management systems. The toll collection system includes the software and hardware required for the collection of tolls and managing traffic congestion. The Project will include seven tolling points or gantry locations (three westbound, four eastbound). Each tolling point will have a single gantry for the toll lane and ITS equipment that will cover two lanes. Most of the tolling points are adjacent to California Highway Patrol (“CHP”) enforcement areas, allowing additional access to the gantry structures and surrounding areas.

As part of its coordination obligations, Toll Services Provider shall coordinate with the DB Contractor to ensure the conduit, cabinet and cabinet pad locations adhere to any proposed system constraints and shall provide input to the toll-related civil infrastructure design.

(a) Lane System

The lane system will provide for electronic toll collection, utilizing both automatic vehicle identification and license plate recognition systems for identifying all vehicles passing through a tolling location. The system must be able to read legacy Title 21 transponders and 6C protocol transponders, and be capable of incorporating future national interoperable protocols. The roadside system must include a rear license plate recognition (“LPR”) system. The camera and optical character recognition (“OCR”) must be able to provide a usable license plate image to match to an existing account holder or allow for the registered owner to be identified so that the applicable accounts may be charged if there is not a transponder read or to enable the image to be used for violation processing and trip construction.

Because only two axle vehicles will be allowed in the Express Lanes, the Toll Services Provider’s vehicle classification system will need to determine if the vehicle has two axles or more than two axles.

The lane system will need to account for the potential of an occupancy detection system, depending on the development of these technology solutions. The RFP will provide additional details concerning any requirements for occupancy detection, but it is currently anticipated that the Toll Services Provider will need to plan for future integration.

The Express Lanes will provide a discount or free tolls depending on the vehicle occupancy. This eligibility requirement shall be established using a switchable transponder. The lane system will be required to read the switchable transponder to set the correct toll rate and display this occupancy on an enforcement beacon for the CHP. The enforcement beacon shall be easily visible to CHP traveling in the Express Lanes and stationed at enforcement areas.

(b) Back Office System

Toll Services Provider shall (i) provide a back office system (“BOS”) for trip processing; (ii) perform image review functions, both manual and automated; (iii) calculate the dynamic price; (iv) assign the toll rate to the trip transaction; and (v) communicate with the CSC Provider that will process the trip transaction for payment and perform accounting functions, such as reconciliation, billing and collection.

The BOS shall provide the CSC Provider with a complete trip transaction for processing. Because each trip transaction will incur a cost to SBCTA from the CSC Provider, Toll Services Provider shall be required to ensure that trip transactions are not rejected. The BOS also shall be required to eliminate, to the extent possible and consistent with criteria that shall be set forth in the RFP, the transmission of transactions that do not result in toll revenue, such as non-revenue transactions and HOV eligible transactions.

Toll Services Provider will provide the CSC Provider with a fully formed trip transaction that shall include a license plate image with an accuracy level meeting the performance requirements that will be provided in the RFP, entry and exit locations, and the toll trip charge calculated by the price per segment(s) traveled. Trip transactions rejected by the CSC Provider shall be identified and processed promptly. Incorrect license plate numbers will result in additional charges by the CSC Provider to SBCTA if the transaction needs to be processed multiple times. Accordingly, Toll Services Provider's LPR and processing system shall meet minimum performance requirements that will be set forth in the RFP.

The Project shall utilize dynamic pricing for establishing the toll rate by segment. To establish the price, Toll Services Provider shall determine the travel time savings using the Express Lanes in comparison to the general purpose lanes. Toll Services Provider shall provide both traffic and revenue optimization pricing, and a simulation tool to confirm that the dynamic pricing is correctly addressing the Project goals and to make adjustments if required.

Toll Services Provider shall provide reconciliations, an audit trail, financial tracking and reporting of all transactions. Since the CSC Provider will process the trip transaction and violations, the BOS shall be required to report to SBCTA on all trip transactions sent to the CSC Provider, allowing for easy tracking.

(c) ITS Components

Toll Services Provider will provide all equipment and systems to manage traffic in the Express Lanes, including dynamic message signs ("DMS") for posting toll rates and a traffic detection system and closed circuit television ("CCTV") system to operate and manage traffic. It is anticipated that Toll Services Provider will be responsible for the design and procurement of the DMS, traffic detection and CCTV units and that the DB Contractor will be responsible for installing the DMS. Toll Services Provider will be responsible for the operation and maintenance of the DMS, traffic detection system and CCTV system.

SBCTA is currently in discussions with the Department regarding the potential allocation of space within the Inland Empire Traffic Management Center ("IETMC") for Toll Service Provider's personnel, systems, power and communications to monitor and respond to traffic condition in the Express Lanes during peak periods, Monday through Friday. Additional details concerning this potential option will be provided in the RFP.

2.3.3. Toll Zones

There are a total of seven (7) toll zones for the Project consisting of three in the eastbound direction and four in the westbound direction. The access point cross sections generally consist of 11-foot or 12-foot travel lanes, a 2-foot buffer width and standard shoulder widths, though some locations require decreasing inside shoulder widths at constrained areas. The outside two travel lanes are planned to continuously provide 12-foot standard lane widths, as well as

standard outside shoulder widths, at all locations to accommodate the heavy trucks along this segment.

2.4. Environmental Status of Project

The draft environmental impact report/environmental impact statement (“Draft EIR/EIS”) was released for public review on April 25, 2016. The public comment period for the I-10 Corridor Project Draft EIR/EIS began on April 25, 2016 and ended on June 13, 2016. SBCTA conducted extensive public outreach to notify the public of the availability of the Draft EIR/EIS and solicit public input and comments about the Project and results of the Draft EIR/EIS, including via mailers, newspaper advertisements, San Bernardino and Los Angeles County Clerk posting, Federal Register, social media, and at Department and SBCTA websites. In accordance with the requirements of NEPA and CEQA, the Department, in cooperation with SBCTA, held three public meetings to discuss the project and findings of the Draft EIR/EIS with the public. A total of 54 comments were received from the public meetings and via e-mail, mail, and phone messages during the public review period of the Draft EIR/EIS.

All comments from the public meetings and those received during the public review period have been considered and will be addressed in the Final Environmental Impact Report/Environmental Impact Statement.

Alternative 3 was selected as the Preferred Alternative on June 22, 2016 by the Project Development Team (PDT), after the Draft EIR/EIS public review period ended.

It is important to note that, at this time, the Project remains in the environmental process. Final environmental approvals and related requirements have not yet been secured. A no-build alternative is always considered in the environmental process, and it is possible that the Project scope (including the scope of any one section) may need to be modified to comply with the environmental process, or that a no-build alternative may be adopted. Nothing contained in this RFQ, including any description of the Project, is intended to modify, limit, or otherwise constrain the environmental process or commit SBCTA or any other entity to undertake any action with respect to the Project, including any procurement for the final design and construction of the Project.

2.5. Interface with DB Contractor

It is currently anticipated that Toll Services Provider shall coordinate and work with DB Contractor to deliver the Toll Services, including a tolling system and associated operational components that will efficiently collect revenue. In particular, it is currently anticipated that Toll Services Provider and DB Contractor shall coordinate and cooperate regarding the planning, design, scheduling, procedures, notification, safety and maintenance of traffic associated with physical access to the Project site for installation, integration, deployment, testing and commissioning of the roadside system.

As part of coordination, Toll Services Provider may be required to provide to DB Contractor, for review and comment, schematic drawings and designs as they relate to the toll system-related infrastructure work to be performed by DB Contractor. The Toll Services Provider also may be required to participate in design reviews under the DB Contract to the extent they relate to tolling.

During the term of the DB Contract, it is anticipated that the DB Contractor will provide working space in a collocated office for the DB Contractor, SBCTA (including SBCTA's project and construction manager), the Toll Services Provider and the Department.

2.6. Governmental Agencies, Key Stakeholders Coordination

Key stakeholders include the Department, FHWA, the City of Claremont, City of Montclair, City of Ontario, City of Pomona, City of Rancho Cucamonga, City of Upland, the County of San Bernardino, County of Los Angeles, Omnitrans, U.S. Army Corps of Engineers, California Department of Fish and Wildlife, San Bernardino County Flood Control District and various resources agencies. The RFP will include the parties' respective obligations for coordination with all governmental agencies and third party stakeholders.

2.7. Other Due Diligence Activities

SBCTA is currently assessing if any additional information regarding site conditions or other due diligence beyond that which is provided in this Part A will be provided. Short-Listed Proposers may, during the RFP process, be asked to provide input on this topic; however SBCTA is under no obligation to provide such additional information.

3. NATURE OF AGREEMENT/PROJECT FINANCING

3.1. Contract Type and Payment

SBCTA intends to procure and deliver the Toll Services using a best value selection process that, if awarded, will result in a fixed price contract. The structure for the Toll Services Contract is intended to include the following features:

- The Toll Services Provider will perform the Toll Services relating to design, implementation and installation of the tolling system for a lump sum price payable based upon achievement of milestones.
- The Toll Services Provider will perform the Toll Services relating to operations and maintenance of the tolling system for an initial five (5) year term, with up to five (5) additional one (1) year optional terms for a maximum contract term of ten (10) years. Payments for operations and maintenance services shall be on a periodic payment basis.

Further detail on the amount, timing, and manner of payments will be included in the RFP.

Notwithstanding anything to the contrary in this RFQ, SBCTA reserves the right to revise the scope of this procurement and the delivery model.

3.2. Project Finance

SBCTA's funding plan currently consists of the use of user tolls, state and/or federal funds and Measure I sales tax. SBCTA currently plans to finance a portion of the Project through a federal loan under the Transportation Infrastructure Finance and Innovation Act program ("TIFIA") and to issue toll revenue bonds to fund the design and construction of the Project. Both the TIFIA loan and toll revenue bonds will be paid back by future toll revenues.

3.3. Performance Security, Insurance and Indemnity

SBCTA anticipates that the Toll Services Contract will require Toll Services Provider to provide both payment and performance security and insurance coverage in connection with the Toll Services, and to indemnify, defend and hold SBCTA, Department, FHWA and related entities and persons harmless against third party and other claims as specified in the Toll Services Contract. Specific requirements for the performance and payment security, insurance and indemnification will be included in the RFP and the Toll Services Contract. SBCTA does not have the authority to provide a general indemnification to Toll Services Provider.

3.4. Standards for Toll Services Contract

SBCTA anticipates including a set of project-specific standards and specifications in the RFP, as well as a baseline Project definition and configuration. All requests for deviations shall follow the requirements set forth in the RFP and the Toll Services Contract. Proposers should note, however, that there may be restrictions on deviations from federal and state mandated design and construction standards.

3.5. Federal Requirements

Proposers are advised that the RFP will be drafted based on the assumption that the Project and the plan of finance for the Project will remain eligible for federal-aid funds. Accordingly, SBCTA cannot use local or geographical preferences in the evaluation of SOQs or Proposals for the Project (see Title 23 Code of Federal Regulations (“CFR”) Section 636.107). In addition, the procurement documents and Toll Services Contract will conform to requirements of applicable federal law and FHWA regulations, including, but not limited to, Buy America requirements, Title VI of the Civil Rights Act of 1964, as amended, regarding Equal Employment Opportunity (“EEO”), and Title 49 Code of Federal Regulations Part 26, as amended, regarding Disadvantaged Business Enterprise (“DBEs”), as well as other applicable federal contractual requirements, including those set forth in FHWA Form 1273. Form 1273 is located at: <http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>.

The Project is considered a Major Project by FHWA, and therefore it is a Project of Division Interest (PoDI). As such, all FHWA Major Project requirements have to be met and FHWA's oversight is required.

3.6. DBE and EEO Requirements

This solicitation is subject to the U.S. Department of Transportation's Disadvantaged Business Enterprise (DBE) Program, set forth in Title 49 CFR Part 26. Proposers shall be fully informed of the requirements of the regulations and Authority's DBE Program developed pursuant to these regulations. Proposers involved in the performance of work resulting from this RFQ shall take all necessary and reasonable steps to ensure that DBEs have the maximum opportunity to compete for and perform on this contract. **SBCTA currently anticipates the Overall Project DBE Goal is anticipated to be XX percent.** Information regarding these requirements and applicable goals will be included in the RFP.

In responding to this RFQ, a Proposer is not required to include team members to satisfy DBE goals, if applicable. It is currently anticipated that each Short-Listed Proposer will, as part of its Proposal, list all DBEs on its team as of the Proposal Due Date. A DBE performance plan on how it intends to meet the applicable DBE goals relating to the Toll Services may also be required. Additional creative efforts to expand inclusion of other disadvantaged, minority, and women-owned firms and workers shall be encouraged.

3.7. Labor Compliance

The Project will be financed in whole or in part with federal funds; therefore, all pertinent statutes, rules, and regulations promulgated by the federal government apply. The Federal Prevailing Wage rates for the Toll Services are predetermined by the United States Secretary of Labor under the Davis-Bacon Act (40 U.S.C. 27a).

Similarly, the Toll Services also require compliance with the Labor Code of the State of California commencing in Section 1770 et seq. Additional information regarding these requirements shall be set forth in the RFP.

3.8. Parent Guaranties

A guaranty of Toll Services Provider's obligations under the Toll Services Contract shall be required under the following circumstances: (i) Proposer was advised by SBCTA that a guaranty would be required as a condition to short-listing of Proposer, (ii) Toll Services Provider's organization is a newly formed corporation or a limited liability entity, (iii) Proposer is not the ultimate parent entity in its organizational/corporate structure, (iv) the form of organization of Proposer changes after short-listing and SBCTA determines, in its sole discretion, to require a guarantor as a condition to approving such change; (v) if financial statements of a Financially Responsible Party are provided to demonstrate financial capability of Proposer or an Equity Member; (vi) as noted in Form D, note number 1; or (vii) Proposer's financial capability adversely changes between short-listing and the due date for the Proposal, as determined by SBCTA, in its sole discretion. In the event a guaranty is required, it must come from the ultimate parent or another entity acceptable to SBCTA, which will be determined before the Proposal due date.

Additional details regarding the guaranties and responsibilities shall be included in the RFP.

4. PROCUREMENT PROCESS

4.1. Statutory Authority

SBCTA is issuing this RFQ and carrying out the procurement in accordance with the provisions of Public Utilities Code § 130238 (the “Statutes”), as amended, other applicable provisions of law, and SBCTA’s Contracting and Procurement Policy.

4.2. Overall Process

The procurement involves a two-stage process: this RFQ followed by an RFP. The RFQ shall be considered an initial proposal for purposes of the competitive negotiation process authorized under the Statutes.

SBCTA will evaluate the SOQs it receives in response to this RFQ and will select the Short-Listed Proposers eligible to respond to the RFP in accordance with this RFQ. SBCTA intends to short-list no less than three (3) and no more than five (5) Proposers. The selection of the Short-Listed Proposers is intended to set the competitive range for purposes of the RFP process.

Following the selection of Short-Listed Proposers, SBCTA anticipates releasing a draft RFP for review and comment by the Short-Listed Proposers, including a draft contract and the Toll Services’ scope of work and technical requirements. SBCTA will schedule one or more one-on-one or group meetings to discuss issues and comments identified by the Short-Listed Proposers. Specific details concerning the draft RFP process will be made available to the Short-Listed Proposers following the announcement of the short-list.

The draft RFP process will include disclosure of materials and communications with SBCTA that are confidential in nature and Short-Listed Proposers will be required to execute a letter agreement, the form of which will be provided following short-listing. The letter agreement will address confidentiality as well as the protocols governing the draft RFP process.

After consideration of industry input, SBCTA intends to issue a final RFP to the Short-Listed Proposers, under which the Short-Listed Proposers shall be eligible to submit a final, revised Proposal. Additional one-on-one meetings are currently contemplated after such issuance. Answers to questions that arise after the issuance of the final RFP may be addressed in the form of addenda.

The draft RFP process and the additional processes of one-on-one meetings, answers to questions and addenda after issuance of a final RFP are intended to be negotiations with the Short-Listed Proposers for purposes of the competitive negotiation process.

Following receipt and evaluation of Proposals, SBCTA may select a Preferred Proposer, based on the evaluation criteria listed in the RFP, with whom to negotiate and finalize the Toll Services Contract for award and execution.

SBCTA currently contemplates that a best value evaluation process will be used to evaluate Proposals. The RFP shall set out SBCTA’s rights and remedies if SBCTA is unable to finalize the terms and conditions of the Toll Services Contract with the Preferred Proposer, the Preferred Proposer elects not to execute the Toll Services Contract or any other condition to

execution of the Toll Services Contract with the Preferred Proposer is not satisfied, which may include that SBCTA may select the next highest rated Short-Listed Proposer(s) in succession to finalize the Toll Services Contract for award and execution. Alternatively, SBCTA may, at any time, terminate the procurement. SBCTA further reserves any and all rights under the Statutes and any other statutes and procedures applicable to this procurement.

4.3. No Payment to Proposers

No payment shall be made in connection with this RFQ or procurement and Proposers shall bear all costs and expenses of participation.

4.4. Questions and Requests for Clarification; Addenda

In order to facilitate receipt, processing, and response, Proposers must submit all questions and requests for clarification in writing to the RFQ Procurement Contact by email or hard copy (if by hard copy, a flash drive containing the questions and/or requests for clarification must also be provided) at the address listed below.

Proposers must be a registered vendor on Planet Bids **Vendor Portal** (<https://www.planetbids.com/portal/portal.cfm?CompanyID=20136>) in order to download this RFQ, any addenda and any other Project communications.

The RFQ Procurement Contact for this RFQ and the Project is Jeffery Hill, SBCTA's Procurement Manager.

Where documents are required under this RFQ to be submitted in hard copy, Proposers shall use the following address:

San Bernardino County Transportation Authority
 1170 W 3rd St., Second Floor
 San Bernardino, CA 92410
Attention: Mr. Jeffery Hill, Procurement Manager
 Phone: 909.884.8276
 E-mail: tsp@sanbag.ca.gov

Proposers are responsible for ensuring that any written communications clearly indicate on the first page or in the subject line, as applicable, that the material relates to the "I-10 Corridor Contract 1 – Toll Services Procurement."

Questions and comments, including requests for clarification or interpretation, shall (i) be sequentially numbered; (ii) specifically reference the relevant RFQ section and page number, unless such request is of general application (in which case the request for clarification shall so note); (iii) not identify the Proposer's identity in the body of the question; (iv) conspicuously identify whether Proposer views its question or comment as confidential or proprietary in nature; and (v) be in a format compatible and readable by Microsoft Word.

SBCTA will provide responses to Proposer clarification requests within a reasonable time following receipt, subject to the deadlines in Part A, Section 1.8, SBCTA will post responses to those questions of general application and requests for clarifications which SBCTA deems to be material and not adequately addressed in previously provided documents on the Website.

No telephone, facsimile or oral requests will be considered. No requests for additional information or clarification to any person other than the RFQ Procurement Contact as set out in Part A, Section 4.4 will be considered. Questions from a Proposer shall be submitted only by a single representative of that Proposer, and must include the requestor's name, address, telephone number and e-mail address, and the Proposer that he/she represents.

The questions and SBCTA's responses will be in writing and posted on Website to all Proposers, except that SBCTA intends to respond individually to those questions identified by a Proposer and deemed by SBCTA as containing confidential or proprietary information relating to Proposer's SOQ. SBCTA reserves the right to disagree with Proposer's assessment regarding the confidentiality of information in the interest of maintaining a fair process or complying with applicable law. Under such circumstances, SBCTA will inform Proposer and may allow Proposer to withdraw the question, rephrase the question, or have the question answered non-confidentially or, if SBCTA determines that it is appropriate to provide a general response, SBCTA will modify the question to remove information that SBCTA determines is confidential. SBCTA may rephrase questions as it deems appropriate and may consolidate similar questions. SBCTA may also create and answer questions independent of the Proposers' questions. SBCTA contemplates issuing multiple sets of responses at different times during the procurement process.

SBCTA reserves the right to revise this RFQ by issuing addenda to this RFQ at any time before the SOQ Submittal Deadline and will post any addenda on the Website. All addenda shall be in writing and shall only be posted to the Website. In issuing an addendum shortly before the SOQ Submittal Deadline, SBCTA shall consider whether an extension of the SOQ Submittal Deadline is warranted.

Proposers shall monitor the Website for information concerning this procurement and will be required to acknowledge in their transmittal letters (**Form A**) that they had access to all relevant materials posted thereon.

4.5. Project Documents

SBCTA has assembled certain documents and information relating to the Project and the Toll Services (the "Project Documents"), which are currently available to Proposers. Documents are posted at:

http://www.sanbag.ca.gov/projects/mi_fwy_I-10-corridor.html;

http://www.1015projects.com/app_pages/view/24; and

<https://www.planetbids.com/portal/portal.cfm?CompanyID=20136>

See also Part A, Section 4.4 concerning Planet Bids.

During industry review and in connection with the RFP, SBCTA intends to assemble certain additional documents and information relating to the Project and the Toll Services, which will be made available to Short-Listed Proposers.

Except as otherwise specifically provided in this RFQ, SBCTA makes no representation or warranty as to the completeness of the list of available Project Documents or the accuracy,

utility, completeness or relevance of any document contained thereon. Except as otherwise specifically provided in this RFQ, the RFP and the Toll Services Contract, Proposers shall not be entitled to rely on such documents and shall use or elect not to use them at their sole risk.

Attachment: I-10 Corridor TSP RFQ 17-1001617 (3228 : I-10 Contract 1 Toll Service Provider Procurement Process)

5. SOQ SUBMITTAL REQUIREMENTS

5.1. General

SBCTA expects SOQs submitted in response to this RFQ to provide enough information about the requested items so as to allow SBCTA to evaluate the Proposers based on the criteria in this RFQ.

SOQs shall be submitted exclusively in the English language inclusive of English units of measure, and financial terms in United States of America dollar denominations.

5.2. Format

The SOQ shall consist of three (3) volumes (i.e., Volumes 1, 2 and 3) and a separate sealed envelope for the conceptual price estimate range. Each responding Proposer shall submit one (1) original and fifteen (15) copies (for a total of 16) of Volumes 1 and 3, and one (1) original and six (6) copies (for a total of 7) of Volume 2 and the conceptual price estimate range. Except for the conceptual price estimate range, which shall be placed in a separate sealed envelope, each volume shall be in a separate loose-leaf three ring binder. The original SOQ and each copy shall be contained collectively in one or more durable, sealed containers.

Each volume of the original SOQ must be clearly marked “Original” on its face and spine. Each copy shall be numbered 1 through 15 or 6 (as applicable) on its face and spine (and the copies containing financial information shall be specifically marked “Financial Information”). Each volume shall have the Proposer’s name and volume number clearly marked on the face and spine.

If applicable (see Volume 2, Section A, subsection d), the original and Copy 1 of Volume 2 shall each contain the original, audited financial statements prepared in a language other than English together with their English language translations. Copies 2 through 6 of Volume 2 shall contain only the English language translations.

In addition to the hard copy SOQ submittal, each responding Proposer shall submit an electronic copy (in CDs/DVDs or USB flash drive) of the SOQ in searchable and printable format compatible with portable documents format (.pdf) (except that original executed letters need not be searchable). The “.pdf” submissions must be organized to correspond to the “tab” requirements in Part A, Section 5.3. Proposer may elect to “index” the “.pdf” submission or provide a series of discrete “.pdf” files, named so as to correspond to the “tab” requirements in Part A, Section 5.3. Proposer’s “flash drive” or CD/DVD, or other physical conveyance of its electronic submission must be appended to Proposer’s “Original” Volume 1. The electronic copy of the conceptual price estimate range shall be included in the “Original” conceptual price estimate range.

Submittals must be prepared on 8-1/2” x 11” sized white paper, except as noted below. Double-sided printing is requested. Each printed side shall be considered one (1) page. 11” x 17” pages are allowed (and shall be included in the page count and numbered by Proposer as two (2) pages per printed side if contained in Volume 1) only for **Form D**, schematics, organizational charts, other drawings or schedules, but not for narrative text. Printed lines may be single-spaced. Volume 1 (as described in Part B) shall have all pages sequentially numbered and not

exceed forty (40) pages. The following do not count toward the forty (40) page limit and need not be sequentially numbered:

- **Form A** and any letters required to be appended to **Form A**;
- the Executive Summary;
- the Confidential Contents Index;
- the conceptual price estimate range;
- **Forms B1, E and F**;
- **Form D** (which has a separate maximum ten (10) page limit);
- the disclosures provided in response to Part B, Volume 1, Sections 1.9.1, 1.9.2 and 1.9.3 (each of which should be provided in an appendix to Volume 1);
- Volume 2; and
- Volume 3 (Forms B-2, C and Personnel Qualifications).

The font size in Volume 1 shall be no smaller than 12-point, provided the font in organizational charts, graphics and tables in Volume 1 may be 10-point so long as the organizational charts, graphics and tables are legible. Standard corporate brochures, awards, licenses and marketing materials shall not be included in a SOQ.

5.3. Contents and Organization

Proposers must organize their SOQ in the order outlined in Part B. Exhibit 2 is provided as an accommodation to Proposers, but is not guaranteed as to accuracy. Proposers are responsible for submitting with their SOQ all materials required by this RFQ. Additional material is subject to any applicable page limitation. Each volume may be subdivided as needed, so long as Proposers “tab” the content of their SOQ to correspond to the section reference for ease of SBCTA’s review.

5.4. SOQ Submittal Requirements

All packages constituting the SOQ shall be individually and clearly labeled with the name of Proposer and additionally labeled as follows:

Response to the Request for Qualifications (RFQ # 17-1001617) to Design, Implement, Install, Operate and Maintain the Toll Collection System and Provide Toll Services for the I-10 Corridor Contract 1 Project.

SOQs shall be delivered by hand or express mail courier to the SBCTA “RFQ Procurement Contact” as set out in Part A, Section 4.4.

SBCTA will not accept regular mail, facsimile or email submission of SOQs.

SOQs must be submitted by the SOQ Submittal Deadline. Time is of the essence and any SOQs received after that date and time will be rejected and returned unopened. SOQs will be accepted by SBCTA during normal business hours up to the SOQ Submittal Deadline and time specified.

Proposers are solely responsible for assuring that SBCTA receives their SOQs by the SOQ Submittal Date at the address listed in Part A, Section 4.4. SBCTA shall not be responsible for any delays in delivery beyond the control of SBCTA, including those caused by weather, difficulties experienced by couriers or delivery services, misrouting of packages by courier or delivery services, improper, incorrect or incomplete addressing of deliveries and other occurrences.

Where forms are provided for submittal (including **Form A** through **Form F**), Proposers may not alter the forms, other than to complete the required information and to provide responses to the listed questions.

6. EVALUATION PROCESS AND CRITERIA

6.1. Responsiveness

Each SOQ received by the SOQ Submittal Deadline will be reviewed for (a) the responsiveness of the Proposer to the requirements in this RFQ, (b) conformance to the RFQ instructions regarding organization and format, and (c) nonconformities, irregularities, and apparent clerical mistakes which are unrelated to the substantive content of the SOQ. Those SOQs not responsive to this RFQ may be excluded from further consideration and the Proposer will be so notified. SBCTA may also exclude from consideration any Proposer whose SOQ contains a material misrepresentation.

6.2. Pass/Fail Evaluation

Following or in conjunction with evaluation of each SOQ for responsiveness, SBCTA will evaluate each SOQ based upon the following pass/fail criteria. A Proposer must obtain a “pass” on all pass/fail items in order for its SOQ to be evaluated qualitatively under Part A, Section 6.3.

(a) The SOQ contains an original executed transmittal letter (**Form A**) as required in Part B, Volume 1, General.

(b) The Proposer is capable of obtaining a performance bond and a payment bond, each in the aggregate amount of \$35 million, from an Eligible Surety during the design, implementation and installation phase of the Toll Services (through at least system acceptance), and (ii) \$5 million, on an annual basis, from an Eligible Surety during the operations and maintenance phase of the Toll Services.

(c) Neither the Proposer nor any other entity that has submitted **Form C** as required by this RFQ is currently disqualified, removed, debarred or suspended from performing or bidding on work for the federal government or any state government.

(d) Proposer and its Equity Members have the financial capability (as determined by SBCTA, in its sole discretion) to carry out the Toll Services responsibilities potentially allocated to it as demonstrated by the materials provided in Volume 2, Section B of the SOQ. An “Equity Member” means (i) each entity with a direct equity interest in Proposer (whether as a member, partner, shareholder, joint venture member or otherwise) and (ii) each entity proposed to have a direct equity interest in Proposer. The evaluation will take into account the following considerations, among others identified as relevant by SBCTA, in its sole discretion, both currently as well as over the last three (3) years, as appropriate:

- Short-term liquidity;
- Long-term debt and solvency outlook; and
- Additional considerations related to treatment of subsidiaries, tax and special liabilities, etc.

(e) The Proposer team when taking into account all of its team members’ experience, has the minimum capability (as determined by SBCTA, in its sole discretion) to

carry out the responsibilities of the Toll Services Provider potentially allocated to it in the Toll Services Contract.

(f) The information disclosed in **Form C** and/or in response to Part B, Volume 1, Section 1.9, does not, in SBCTA's sole determination, materially adversely affect the Proposer's ability to carry out the responsibilities for the Toll Services potentially allocated to it.

(g) Proposer or Proposer team members (on behalf of Proposer) make the express, written commitments as required by Part B, Volume 3, Section B regarding the availability of individuals designated in the SOQ for the Key Personnel positions.

6.3. Qualifications Evaluation Criteria and Weighting

Each responsive SOQ passing all of the "pass/fail" requirements above will be evaluated and scored according to the criteria below.

6.3.1. Proposer Structure and Experience (75 Points Maximum)

The Proposer Structure and Experience (as referenced in Part B, Volume 1, Section 1) will be evaluated in accordance with the criteria in this Part A, Section 6.3.1. Criteria listed below are set forth in descending order of importance, provided, however, except as otherwise noted, consecutive factors may be of equal value to each other.

(a) The extent and depth of the experience of the Proposer team with performing Toll Services on comparable projects (e.g., projects of comparable scope and complexity).

(b) The extent and depth of experience of the management team and Key Personnel (and, as applicable, other material personnel that the Proposer wishes to identify) with performing Toll Services on comparable projects (e.g., projects of comparable scope and complexity), and in performing personnel roles similar to those proposed for such individuals by Proposer in connection with the Project.

(c) Proposer's experience and level of success coordinating with a civil contractor (particularly a design-build contractor) during the course of the design, implementation and installation phase of a toll services contract similar to the Toll Services Contract.

(d) The extent, depth, and success of the Proposer, its individual team members, the management team, and Key Personnel listed as required in Part B, Volume 3, Section B, in working together.

(e) The stability, strength, and likelihood of success of the Proposer's proposed management structure and team.

Project information and personnel references, as well as the information provided in response to Part B, Volume 1, Section 1 and Part B, Volume 3, Section B will be used, as deemed appropriate by SBCTA, to assist in the evaluation of this Proposer Structure and Experience category.

6.3.2. Approach to Toll Services (25 Points Maximum)

The Proposer's Approach to Toll Services (as referenced in Part B, Volume 1, Section 2) will be evaluated in accordance with the criteria in this Part A, Section 6.3.2. Criteria (a) through (e) (but not sub-bullets) listed below are set forth in descending order of importance, provided, however, consecutive factors may be of equal value to each other.

(a) The extent to which the Approach to Toll Services demonstrates:

- An understanding of, and a sound approach to, activities to be undertaken with respect to the Toll Services;
- An understanding of project-specific risks and potential solutions (regardless of risk ownership) that may arise during all phases of the Toll Services; and
- An understanding of the need for, and the ability to provide, sufficient materials, equipment and qualified personnel to undertake the Toll Services.

(b) The extent to which the Approach to Toll Services demonstrates an understanding of and sound approach to the operations, maintenance, and total life cycle costing of the Toll Services, including project-specific risks associated with operations, maintenance, and total life cycle costing of the Toll Services.

(c) The extent to which the Approach to Toll Services demonstrates the efficiency and effectiveness of the Proposer's general approach to contracting, integrating SBCTA into the project development and operations and maintenance phases, and structuring the roles and relationships among SBCTA, the Proposer, and third parties.

(d) The extent to which the Approach to Toll Services demonstrates a focus and commitment to successful coordination with DB Contractor during the installation, integration, deployment, testing and commissioning of the Toll Services.

(e) The extent to which the Approach to Toll Services demonstrates a focus and commitment to quality and efficient and effective oversight.

6.4. SOQ Evaluation Procedure

SBCTA anticipates using one or more evaluation committees to review and evaluate the SOQs in accordance with the above criteria. The evaluation committees may include members of the Department and other public agencies. At various times during the deliberations, SBCTA may request additional information or clarification from the Proposer or may request the Proposer to verify or certify certain aspects of its SOQ. The scope, length, and topics to be addressed in any such clarification response shall be prescribed by, and subject to, the sole discretion of SBCTA. While not anticipated, SBCTA reserves the right to schedule interviews with Proposers on a one-on-one basis for the purpose of enhancing SBCTA's understanding of the SOQs and obtaining clarifications of the materials contained in the SOQs. SBCTA may contact the firm and personnel references supplied by the Proposer as well as other potential references not listed, including internal personnel of SBCTA.

At the conclusion of this evaluation process, Proposers may be required to submit written confirmation of any new information and clarifications provided during an interview. If required, follow-up interviews may be scheduled at a later date. Upon receipt of requested clarifications and additional information as described above, if any, the SOQs will be re-evaluated to include the clarifications and additional information.

Evaluations of SOQs are subject to the sole discretion of SBCTA and its staff, with assistance from such professional and other advisors as SBCTA may designate. SBCTA will make the final determinations of the Short-Listed Proposers, as it deems appropriate, in its sole discretion, and in the best interests of the Project and the Toll Services.

Each Proposer will be notified in writing whether or not it has been selected for the short-list.

6.5. Changes in the Approach to the Toll Services

SBCTA understands that as Proposers and SBCTA continue their individual and collective efforts to analyze and develop optimal toll systems and toll services for the Project, it is likely that the approach to the Toll Services may change and evolve. SBCTA wishes to encourage innovative solutions and continued focus by Proposers to aim to deliver the optimum transportation and tolling solutions for the Project. Accordingly, it is SBCTA's intention to use the Approach to the Toll Services solely for purposes of evaluating the SOQs. Proposers may modify, alter, and enhance their respective approaches to Tolling Services in conjunction with their Proposals, subject to compliance with the requirements of the RFP. Proposers may not, however, change their Approach to the Toll Services in a way that renders the SOQ a misrepresentation of the Proposer's intentions, strategies and capabilities.

6.6. Changes in Proposer Organization

Subject to the limitations in this RFQ, SBCTA shall permit Short-Listed Proposers to add, delete or substitute team members and reorganize their teams during the procurement process unless the change results in actual or potential organizational conflicts of interest or renders the Proposer team, in SBCTA's sole determination, less qualified to undertake the Tolling Services. Notwithstanding the foregoing, following submittal of the SOQs, the following actions may not be undertaken without SBCTA's prior written consent:

- (a) Deletion, substitution or change in composition of a Short-Listed Proposer team member identified in its SOQ or a change in the role or scope of work of a team member;
- (b) Deletion or substitution of personnel identified in Volume 3, Section B, of its SOQ or a change in the role or position of such personnel;
- (c) Deletion or substitution of an Equity Member of a Short-Listed Proposer, a guarantor of an Equity Member or Short-Listed Proposer or any other entity that will bear financial responsibility or liability for the performance of the Short-Listed Proposer; and
- (d) Other changes, direct or indirect, in the equity ownership of a Short-Listed Proposer (excluding the transfer of shares in a publicly traded company that do not result in a change in control of such company).

6.7. Conceptual Price Estimate

As set forth in Part B, Volume 1, Section 3, Proposers are required to provide a conceptual price estimate range for the Toll Services in a separate envelope with its SOQ. The conceptual price estimate range is not part of the evaluation process and will only be reviewed after completion of the evaluation. The purpose of such conceptual price estimate range is to provide basic information to SBCTA for purposes of cost estimating, budget development and financial plan development. Proposers are asked to provide a reasonable estimate range based on the level of detail provided in this RFQ and its own experiences, but in no event shall such conceptual price estimate range be binding on the Proposer and Proposer shall be entitled, in its sole discretion, to modify and revise its pricing for purposes of the RFP should it be selected as a Short-Listed Proposer. SBCTA understands that limited information about the Toll Services and the scope thereof have been provided to Proposers and that pricing may not be precise at this time and will likely change during the final RFP phase. Please note that the conceptual price cost estimate range shall be available to the public upon their request and may be included in the notification of short-list letter from SBCTA.

6.8. RFP Procedure and Evaluation

Short-Listed Proposers are advised that the evaluation criteria and weightings for the evaluation of the Proposals will differ from the criteria in this RFQ to evaluate SOQs. In addition, the scores and evaluation of the SOQs shall not carry over or be used in any way in the evaluation of the Proposals.

7. COMMUNICATIONS, PUBLIC INFORMATION AND ORGANIZATIONAL CONFLICTS OF INTEREST

7.1. Improper Communications and Contacts

The following rules of contact shall apply during the procurement for the Toll Services, effective as of the date of issuance of this RFQ through the execution of the Toll Services Contract. These rules are designed to promote a fair, competitive, and unbiased procurement process. Additional rules or modifications to these rules may be issued by SBCTA in connection with the draft RFP process and in the RFP. Contact includes face-to-face, telephone, facsimile, e-mail, or formal written communication, either directly or indirectly by an agent, representative, promoter or advocate of a Proposer.

The specific rules of contact during the RFQ phase (unless another period is otherwise noted) are as follows:

(a) After release of the RFQ, no Proposer or any of its team members may communicate with another Proposer or its team members with regard to the RFQ, the RFP or either team's Proposal; provided, however, that subcontractors that are shared between two or more Proposer teams (subject to the restrictions in Part A, Section 7.4.2) may communicate with their respective team members so long as those Proposers establish reasonable protocols to ensure that the subcontractor will not act as a conduit of information between the teams (contact among Proposer organizations is allowed during SBCTA-sponsored informational meetings).

(b) SBCTA shall be the sole contact for purposes of this procurement, the RFQ, and the RFP. The Proposers shall correspond with SBCTA regarding the RFQ and RFP only through designated representatives (which initially shall be the RFQ Procurement Contact as set out in Part A, Section 4.4).

(c) Commencing with the issuance of this RFQ and continuing until the earliest of (i) award and execution of the Toll Services Contract, (ii) rejection of all Proposals by SBCTA, or (iii) cancellation of the procurement, no Proposer or representative thereof shall have any *ex parte* communications regarding the RFQ, RFP, the Toll Services Contract or the procurement described in this RFQ with:

- Any SBCTA Board member; and/or
- Any SBCTA staff, advisors, contractors or consultants involved with the procurement (including those referenced in this Part A, Section 7).

Except for communications expressly permitted by the RFQ or RFP or except as approved in writing in advance by the RFQ Procurement Contact, in his or her sole discretion. The foregoing restriction shall not, however, preclude or restrict communications with regard to matters unrelated to the Toll Services, the Project, this RFQ, the RFP, the Toll Services Contract or the procurement or limit participation in public meetings or any public or Proposer workshop related to the Toll Services, the Project, this RFQ or the RFP. Any Proposer engaging in such prohibited communications may be disqualified at the sole discretion of SBCTA.

(d) The Proposers shall not contact the following identified stakeholders regarding the Toll Services and the Project, including employees, representatives, members, consultants, and advisors of the entities listed below. SBCTA shall provide any necessary coordination during the RFQ stage with such entities in order that, among other things, the procurement is implemented in a fair, competitive, and transparent manner and with uniform information:

- Department;
- FHWA;
- Environmental, regulatory and permitting agencies;
- Utilities;
- Cities of Claremont, Montclair, Ontario, Pomona, Rancho Cucamonga and Upland;
- County of San Bernardino;
- County of Los Angeles;
- Omnitrans;
- California Department of Fish and Wildlife;
- San Bernardino County Flood Control District; and
- U.S. Army Corps of Engineers.

Information requests concerning these entities shall be sent to the RFQ Procurement Contact as set out in Part A, Section 4.4.

(e) Any communications determined to be prohibited or improper, at the sole discretion of SBCTA, may result in disqualification.

(f) Any official information regarding the Toll Services and the Project will be disseminated from SBCTA's office on agency letterhead. Any official correspondence will be communicated by the RFQ Procurement Contact as set out in Part A, Section 4.4.

(g) SBCTA will not be responsible for, and Proposers may not rely on, any oral or written exchange or any other information or exchange that occurs outside the official process specified in this RFQ.

(h) Without limiting the generality of the foregoing, Proposers shall not contact USDOT or any FHWA project or program office, or any representative or consultant of USDOT or FHWA regarding the TIFIA letter of interest or application process, credit decisions, or other matter relating to SBCTA's application for TIFIA credit assistance for the Project, or any Special Experimental Project ("SEP")-15 or other applications that may be submitted to USDOT or FHWA.

7.2. Public Records Law

In exchange for SBCTA's consideration and evaluation of its SOQ, by submittal of an SOQ, Proposer hereby transfers and assigns to SBCTA (as applicable) all rights to intellectual property, materials, ideas, techniques, concepts and approaches included in its SOQ, and SBCTA reserves the right to use such property, materials, ideas, techniques, and approaches in connection with the Toll Services Contract, or in connection with any subsequent procurement, with no obligation to pay compensation to Proposer; provided, however, that the foregoing is not intended to grant SBCTA any license or ownership of any proprietary software or technology application owned, patented or licensed by Proposer.

SOQs are subject to the California Public Records Act (Chapter 3.5, commencing with Section 6250, of Division 7 of Title I of the Government Code) (the "Public Records Law"). Proposers are encouraged to familiarize themselves with the Public Records Law. In the event the Proposer submits any documents which the Proposer believes are not subject to disclosure pursuant to the Public Records Law, it must conspicuously mark each document "CONFIDENTIAL" or "CONFIDENTIAL TRADE SECRETS" in the header or footer of each such page affected. Blanket designations that do not identify the specific information shall not be acceptable and may be cause for SBCTA to treat the entire SOQ as public information.

SBCTA will not advise a Proposer as to the nature or content of documents entitled to protection from disclosure under the Public Records Law or other applicable laws, as to the interpretation of such laws, or as to the definition of trade secret. Nothing contained in this provision shall modify or amend requirements and obligations imposed on SBCTA by the Public Records Law or other applicable law. SBCTA reserves the right to disagree with Proposer's assessment regarding confidentiality or proprietary nature of information in the interest of complying with the Public Records Law. The provisions of the Public Records Law or other applicable laws shall control in the event of a conflict between the procedures described above and the applicable law.

Information submitted by Proposers may be made available to FHWA representatives. To the extent reasonably possible, SBCTA intends to follow procedures established by FHWA under the Freedom of Information Act that preserve confidentiality relating to procurements.

In the event of any proceeding or litigation concerning the disclosure of any material submitted by the Proposer, SBCTA will be the custodian retaining the material until otherwise ordered by a court or such other authority having jurisdiction with respect thereto, and the submitting party will be responsible for otherwise prosecuting or defending any action concerning the materials at its sole expense and risk; provided, however, that SBCTA and Department reserve the right, in their respective sole discretion, to intervene or participate in the litigation in such manner as it deems necessary or desirable. All costs and fees (including attorneys' fees and costs) incurred by SBCTA and Department, as applicable, in connection with any litigation, proceeding, or request for disclosure shall be reimbursed and paid by Proposer objecting to the disclosure. Each Proposer shall be responsible for all of its own costs in connection with any litigation, proceeding, or request for disclosure.

In no event shall SBCTA, Department, or any of their respective agents, representatives, consultants, directors, officers or employees be liable to a Proposer or Proposer team member for the disclosure of all or a portion of a SOQ submitted under this RFQ.

7.3. Organizational Conflicts of Interest

Proposers are required to comply with SBCTA's Conflict of Interest Policy for the Project, which is attached as Exhibit 3.

Without an exception granted by SBCTA, it is SBCTA's policy that any person or firm under contract, or previously under contract with SBCTA to prepare procurement documents, preliminary plans, planning reports or other project development products for the Project will not be allowed to participate in any capacity on a Proposer or Toll Services Provider team. Exceptions to this policy may be granted by SBCTA, upon written request from such person or firm, if it is determined that the person's or firm's involvement is in the best interest of the public and does not constitute an unfair advantage. Proposer teams seeking such exception shall submit such written request as soon as possible (optimally by January 24, 2017) because SBCTA shall not extend the SOQ Submittal Deadline or be responsible for any inability or failure to respond prior to the SOQ Submittal Deadline to any such request.

In addition to the foregoing, the organizational conflict of interest rules found in 23 CFR Part 636, Subpart A, including 23 CFR § 636.116, also apply to this procurement. 23 CFR § 636.103 defines an "organizational conflict of interest" as follows:

"Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the owner, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage."

Proposer shall provide information concerning organizational conflicts of interest and disclose all relevant facts concerning any past, present or currently planned interests which may present an organizational conflict of interest. Proposer shall state how its interests or those of any of its team members, consultants, contractors or subcontractors, including the interests of any chief executives, directors or Key Personnel thereof, may result in, or could be viewed as, an organizational conflict of interest.

Proposer is prohibited from teaming with, receiving any advice or discussing any aspect relating to the Toll Services or the Project or the procurement of the Toll Services or the Project with any person or entity with an organizational conflict of interest, including, but not limited to:

- Nossaman LLP;
- Parsons Transportation Group;
- David Evans and Associates;
- Earth Mechanics, Inc.;
- Iteris, Inc.;
- Terry A. Hayes Associates Inc.;
- Environmental Science Associates;

- Ernst & Young Infrastructure Advisors, LLC;
- Montague DeRose and Associates, LLC;
- Fieldman, Rolapp and Associates;
- CDM Smith, Inc;
- HNTB Corporation;
- HDR Engineering Inc.;
- GCAP Services, Inc.;
- Applied Research Associates, Inc.;
- Leighton Consulting, Inc.;
- Overland Pacific Cutler, Inc.;
- Psomas;
- SafeProbe, Inc.;
- Safework, Inc.;
- Utility Specialists California, Inc.;
- Wilson Sparling & Associates, Inc.;
- S2 Engineering;
- LAE Associates;
- Fagan Consulting;
- Amicus Strategic Environmental Consulting; and
- “Affiliates” of the foregoing (meaning parent companies at any tier, subsidiary companies at any tier, entities under common ownership, joint ventures and partnerships involving such entities, and other financially liable or responsible parties for the entity). Common ownership does not include the holding of stock in a publicly traded company unless such stock ownership is a majority position or results in control of the affected entity.

Such persons and entities are also prohibited from participating on a Proposer team as an Equity Member, contractor, subcontractor, consultant or subconsultant.

By submitting its SOQ, each Proposer agrees that, if an organizational conflict of interest is discovered, the Proposer must make an immediate and full written disclosure to SBCTA that includes a description of the action that the Proposer has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest that the Proposer knew, or should have known about, but failed to disclose is determined to exist during the procurement process, SBCTA may disqualify the Proposer. If an organizational conflict of interest that the Proposer knew, or should have known about, but failed to disclose exists and the Proposer has entered into a Toll Services Contract as Toll Services Provider, SBCTA may terminate the Toll Services Contract. In either case, SBCTA reserves all legal rights and remedies. Proposers should not view the foregoing list as an exhaustive list of those firm(s) that have or may have conflicts of interest.

Proposers are also advised that SBCTA's guidelines in this RFQ are intended to augment applicable federal and state law, including federal organizational conflict of interest laws and rules and the laws and rules relating to NEPA. Such applicable law will also apply to Proposer teams and teaming and may preclude certain firms and their entities from participating on a Proposer team.

7.4. Limitations on Proposer Team Membership

7.4.1. Licensing Requirements

Proposer will not be required to be licensed by SBCTA as a condition of submitting an SOQ or being short-listed. However, the Proposer must be licensed in the State at the time of Contract award and provide evidence that Proposer and all Major Participants have, or at the time of Contract award will have, all licenses, registrations, and credentials required to perform the Toll Services, including date(s) obtained or anticipated to be obtained, type, number, classification, issuing agency, and expiration date.

In addition, members of the Proposer team and individuals (including professional engineers) that will be undertaking work that requires a California license must be prequalified and licensed prior to performing the applicable work assigned to such member. For those individuals that are currently licensed and/or certified, identification of such professional licenses and certifications (including the state within which the license or certificate is granted and license or certificate number) must be referenced on resumes included in Volume 3 of this RFQ.

Proposer's attention is directed to California Public Contract Code Section 20103.5:

The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board.

Further licensing requirements with respect to the submission of Proposals will be included in the RFP.

7.4.2. Participation on More Than One Proposer Team

To ensure a fair and competitive procurement process, Equity Members, Major Participants, Financially Responsible Parties, guarantors and legal advisors of Proposer teams are forbidden from participating, in any capacity, as a team member of another Proposer team during the course of the procurement. Individuals serving Key Personnel roles on one Proposer team may not serve Key Personnel roles on another Proposer team. In addition, entities that are under direct or indirect common ownership or have the same upstream parent may not be on separate Proposer teams or act as Equity Members, Major Participants, Financially Responsible Parties or guarantors on separate Proposer teams.

If a Proposer is not short-listed as part of the RFQ evaluation process, the members of the unsuccessful Proposer team (including Major Participants) are thereafter free to participate on Short-Listed Proposer teams, subject to the requirements of this Part A, Sections 7.4.2 and 7.3. Any Proposer that fails to comply with the prohibition contained in this Part A, Section 7.4.2 may be disqualified from further participation as a Proposer for the Toll Services.

7.4.3. Participation in DB Procurement

Except as may be allowed by SBCTA pursuant to a determination, in its sole discretion, Proposers and Proposer team members may not participate on a proposer team pursuing award of the DB Contract. See also Part A, Section 7.3.

8. PROTEST PROCEDURES; DEBRIEFINGS

8.1. Applicability and Process

This Part A, Section 8 sets forth the sole and exclusive protest remedies available with respect to this RFQ. These provisions prescribe the sole and exclusive procedures for protests regarding:

- (a) Allegations that the terms of the RFQ are wholly ambiguous, contrary to legal requirements applicable to the procurement, or exceed SBCTA's authority;
- (b) A determination as to whether an SOQ is responsive to the requirements of the RFQ or as to whether an SOQ passes the pass/fail criteria in this RFQ; and
- (c) Short-listing determinations.

8.2. Deadlines for Protests

(a) Protests concerning the issues described in Part A, Section 8.1(a) must be filed within ten (10) calendar days after the RFQ is first advertised in accordance with Public Utilities Code Section 130238(c)(2). Such protest may also be renewed within fifteen (15) calendar days after mailing of the notice of shortlisting.

(b) Protests concerning the issues described in Part A, Section 8.1(b) must be filed no later than five (5) business days after receipt of the notification of non-responsiveness or failure to pass all pass/fail criteria in this RFQ.

(c) Protests concerning the issues described in Part A, Section 8.1(c) must be filed no later than fifteen (15) calendar days after mailing of the notice of short-listing.

8.3. Content of Protest

Any protest shall contain a full and complete written statement specifying in detail the grounds of the protest and the facts supporting the protest and shall include all factual and legal documentation in sufficient detail to establish the merits of the protest. The protest shall also include the name and address of the protestor and the RFQ or contract number. Statements shall be sworn and submitted under penalty of perjury.

8.4. Filing of Protest

Protests shall be filed by hand delivery or express mail courier on or before the applicable deadline to the RFQ Procurement Contact at the address set forth in Part A, Section 4.4. For any protests filed after the SOQ Submittal Deadline, Proposer filing the protest shall concurrently send a copy of the protest to the other Proposers whose addresses may be obtained by contacting the RFQ Procurement Contact as set out in Part A, Section 4.4.

8.5. Comments from Other Proposers

Other Proposers may file statements in support of or in opposition to the protest within five (5) calendar days of the filing of the protest. SBCTA shall promptly forward copies of all such statements to the protestor. Any statements shall be sworn and submitted under penalty of perjury.

8.6. Burden of Proof

The protestor has the burden of proving its protest by clear and convincing evidence. SBCTA may discuss the protest with the protestor and other Proposers.

8.7. Decision on the Protest

Protestors shall have an opportunity to appear and be heard before SBCTA, acting through the Executive Director or his designee, prior to the opening of SOQs in the case of protests based on the content of the RFQs, or prior to shortlisting in the case of protests based on other grounds or the renewal of protests based on the content of the RFQs. SBCTA's Executive Director or designee shall issue a written decision regarding the protest within 30 calendar days after the filing of the detailed statement of protest or hearing before the Executive Director or designee (whichever is later). If necessary to address the issues raised in a protest, SBCTA may make appropriate revisions to this RFQ by issuing an addendum.

The written decision of SBCTA's Executive Director or designee shall be final and non-appealable.

8.8. Protestor's Payment of Costs

If a protest is denied, the Proposer filing the protest shall be liable for SBCTA's costs reasonably incurred to defend against or resolve the protest, including legal and consultant fees and costs, and any unavoidable damages sustained by SBCTA as a consequence of the protest.

8.9. Rights and Obligations of Proposers

Each Proposer, by submitting its SOQ, expressly recognizes and agrees to the limitation on its rights to protest provided in this Part A, Section 8, and expressly waives all other rights and remedies that may be available to the Proposer under law. These provisions are included in this RFQ expressly in consideration for such waiver and agreement by the Proposers. If a Proposer disregards, disputes, or does not follow the exclusive protest remedies provided in this section, it shall indemnify, defend and hold SBCTA and its officers, employees, agents, and consultants harmless from and against all liabilities, fees and costs, including legal and consultant fees and costs, and damages incurred or suffered as a result of such Proposer's actions. Each Proposer, by submitting a SOQ, shall be deemed to have irrevocably and unconditionally agreed to this indemnity obligation.

8.10. Debriefings

All Proposers submitting SOQs will be notified in writing of the results of the evaluation process. Proposers not short-listed may request a debriefing within ten (10) days of notification of short-listing. Debriefings shall be provided at SBCTA's earliest feasible time after written notification of the Short-Listed Proposers. The debriefing shall be conducted by a procurement official familiar with the rationale for the short-list decision.

Debriefings shall:

- (a) Be limited to discussion of the unsuccessful Proposer's SOQ and may not include specific discussion of a competing SOQ;
- (b) Be factual and consistent with the evaluation of the unsuccessful Proposer's SOQ; and
- (c) Provide information on areas in which the unsuccessful Proposer's SOQ had weaknesses or deficiencies.

Debriefing may not include discussion or dissemination of the thoughts, notes, or rankings of individual evaluators.

9. SBCTA'S RESERVED RIGHTS

In connection with this procurement, SBCTA reserves to itself all rights (which rights shall be exercisable by SBCTA in its sole discretion) available to it under the Statutes and applicable law, including without limitation, with or without cause and with or without notice, the right to:

- Modify the procurement process to address applicable law and/or the best interests of SBCTA.
- Revise the scope, type, structure, and specific terms of this procurement.
- Modify the procurement process described in this RFQ to address any concerns conditions or requirements of Department or FHWA.
- Modify the scope of the Project or the Toll Services during the procurement process.
- Develop the Project, including any portion thereof, in any manner that it, in its sole discretion, deems necessary. If SBCTA is unable to negotiate a Toll Services Contract to its satisfaction with a Preferred Proposer, it may negotiate in succession with the next highest rated Proposer(s), terminate this procurement and pursue other development or solicitations relating to the Toll Services and/or the Project or exercise such other rights under the Statutes and other provisions of California law as it deems appropriate.
- Cancel this RFQ or the subsequent RFP in whole or in part at any time prior to the execution by SBCTA of a Toll Services Contract, without incurring any cost obligations or liabilities.
- Issue a new request for qualifications after withdrawal of this RFQ or a subsequent RFP.
- Not short-list any Proposer responding to this RFQ.
- Not issue an RFP.
- Reject any and all submittals, responses, and SOQs received at any time.
- Modify all dates set or projected in this RFQ.
- Terminate evaluations of responses received at any time.
- Suspend and terminate Toll Services Contract negotiations at any time, elect not to commence Toll Services Contract negotiations with any responding Proposer, and engage in negotiations with other than the highest ranked Proposer.
- Issue addenda, supplements, and modifications to this RFQ.
- Appoint evaluation committees to review SOQs, make recommendations, and seek the assistance of outside technical, financial, and legal experts and consultants in SOQ evaluation.

- Require confirmation of information furnished by a Proposer, require additional information from a Proposer concerning its SOQ, and require additional evidence of qualifications to perform the work described in this RFQ.
- Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFQ.
- Add or delete Proposer responsibilities from the information contained in this RFQ or any subsequent RFP.
- Negotiate with a Proposer without being bound by any provision in its Proposal.
- Waive nonconformities, irregularities, and apparent clerical mistakes in this RFQ process or an SOQ, accept and review a non-conforming SOQ or permit clarifications or supplements to a SOQ.
- Disqualify any Proposer that changes its submittal after the SOQ Submittal Deadline without SBCTA's approval.
- Disqualify any Proposer under this RFQ, the RFP or during the period between the RFQ and RFP for violating any rules or requirements of the procurement in this RFQ, the RFP or in any other communication from SBCTA.
- Add to the short-list of Proposers any Proposer that submitted a SOQ in order to replace a previously short-listed Proposer that withdraws or is disqualified from participation in this procurement.
- Not pursue a TIFIA credit approval or pursue financing for the Project on behalf of the Proposers or otherwise.
- Develop some or all of the Project and/or the Toll Services itself.
- Exercise any other right reserved or afforded to SBCTA under this RFQ or applicable laws and regulations.

This RFQ does not commit or bind SBCTA to enter into a contract or proceed with the procurement described in this RFQ. SBCTA assumes no obligations, responsibilities or liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to or responding to this RFQ, or any subsequent RFP. All of such costs shall be borne solely by each Proposer.

PART B

Statement of Qualifications

Proposers are required to assemble their SOQ in the order prescribed and following the outline form contained in this Part B. Italics indicate explanations or instructions to the Proposer as opposed to a request for information. For the convenience of Proposers, an outline of the submittal requirements is included in Exhibit 2.

VOLUME 1

Volume 1 of the SOQ shall contain the following:

General

(a) **Form A** (Transmittal Letter): A duly authorized official of Proposer or the lead Equity Member must execute the transmittal letter in blue ink. For Proposers that are joint ventures, partnerships, limited liability companies or other associations, the transmittal shall be appended with letters on the letterhead stationery of each entity holding an equity interest in Proposer, executed by authorized officials of each Equity Member, stating that representations, statements and commitments made in the SOQ on behalf of the Equity Member's firm have been authorized by, are correct, and accurately represent the role of the Equity Member's firm in the Proposer team.

(b) **Executive Summary**: An Executive Summary, not exceeding three (3) pages. The Executive Summary shall be written in a non-technical style and shall contain sufficient information for reviewers with both technical and non-technical backgrounds to become familiar with the Proposer's SOQ and its ability to satisfy the financial and technical requirements of the Toll Services.

(c) **Confidential Contents Index**: A page executed (i.e., signed) by the Proposer that sets forth the specific items, including the section and page numbers within the SOQ at which such items are located, that the Proposer deems confidential, trade secret or proprietary information protected by the Public Records Law; provided, however, if there are no page numbers for the specific item (and if page numbers are not required pursuant to this RFQ), the index need not include page numbers, but should provide a clear description of the location of the item. Blanket designations that do not identify the specific information shall not be acceptable and may be cause for SBCTA to treat the entire SOQ as public information. Notwithstanding the foregoing, the list required under this Subsection (c) is intended to provide input to SBCTA as to the confidential nature of a Proposer's SOQ, but in no event shall such list be binding on SBCTA, determinative of any issue relating to confidentiality or a request under the Public Records Act or override or modify the provisions of the Statutes or SBCTA's responsibilities thereunder.

1. PROPOSER STRUCTURE AND EXPERIENCE

The materials provided under this Part B, Volume 1, Section 1 relate primarily to the evaluation criteria set forth in Part A, Section 6.3.1.

Proposers shall provide the following information relevant to qualifications of the Proposer, its Equity Members, Major Participants and Other Team Members.

1.1. Proposer

Identify the legal name of Proposer. The Proposer must be a legal entity and may not be a division or business unit of a legal entity (in such case, the legal entity would be the Proposer). If the name is a “doing business as”, identify underlying names. Identify a single point of contact (a real person) and include the following information: name, title, address, telephone number and e-mail address. Identify the legal name and nature of Proposer and the state of its organization. If a Proposer has branch offices, state which office will be performing the majority of the work. If Proposer is a consortium, partnership or any other form of a joint venture, the SOQ shall contain an executed teaming agreement, but if an executed teaming agreement does not yet exist, the SOQ shall contain the summary of the key terms of the anticipated agreement, including the percentages of ownership, roles of the various parties and anticipated execution date. Executed teaming agreements or summaries of teaming agreement key terms shall be included in an appendix to Volume 1.

1.2. Equity Members

For each Equity Member of Proposer, identify the entity’s role, planned equity ownership percentage and the entity’s legal nature and state of organization. If a Proposer is a single entity, it will be deemed to be the sole “Equity Member” for purposes of this RFQ and the SOQ submittal requirements.

1.3. Major Participants and Other Team Members

Identify all Major Participants and any other team members that Proposer wishes to identify (e.g., quality validation firms, design subconsultants, etc.) in its SOQ at this time (“Other Team Members”). For each Major Participant and Other Team Member, identify the entity’s role and the entity’s legal nature and state of organization. If a Major Participant has branch offices, state which office will be performing the majority of the work. If either the Lead Contractor or Lead Engineering Firm is a consortium, partnership or any other form of joint venture, the SOQ shall contain an executed teaming agreement, but if an executed agreement does not yet exist, the SOQ shall contain a summary of the key terms of the anticipated teaming agreement, including percentages of ownership roles of the various parties and anticipated execution date. Executed teaming agreements or summaries of teaming agreement key terms shall be included in an appendix to Volume 1. Proposers shall not include more than one Lead Contractor or Lead Engineering Firm; provided, however, that the foregoing shall not preclude the Lead Contractor or Lead Engineer from being a consortium, partnership or any other form of joint venture. If the Lead Contractor or Lead Engineering Firm is structured as a consortium, partnership or other form of joint venture, as applicable, it must be structured on a joint and several basis and any joint venture agreement or other agreement must expressly so state.

1.4. Proposer and Management Structure

Describe Proposer’s team and management structure, including its teaming arrangements, allocation of roles and responsibilities within Proposer team and how Proposer will institutionally operate. Describe how Proposer’s management structure will facilitate completion of all work

required for the Toll Services. Describe the prior experience (if any) of Proposer, Equity Members and Major Participants working together within a consortium, partnership or any other form of joint venture.

1.5. Form B-1 and Organizational Charts

Provide **Form B-1** (which may be attached as an appendix to Volume 1). Provide an organizational chart which sets forth Proposer structure, teaming arrangements and reporting requirements. Provide a separate organizational chart setting forth Key Personnel and other material personnel the Proposer wishes to identify and reporting relationships.

1.6. Relevant Experience

Describe relevant experience held by the Proposer team (including Proposer, Equity Members and Major Participants), as applicable, with:

- (a) Design, implementation, installation, operation and maintenance of electronic toll collection lane systems, including toll violation enforcement systems;
- (b) Design, implementation, installation, operation and maintenance of express lane systems, including those that are dynamically priced;
- (c) Design, implementation, installation, operation and maintenance of back office systems, including ALPR, image review, trip building and trip pricing;
- (d) Design, implementation, installation, operation and maintenance of traffic management systems;
- (e) Successful coordination of a toll system implementation with a civil contractor and, in particular, with a design-build contractor; and
- (f) Installation and testing of toll systems adjacent to live traffic in the general purpose lanes.

Include up to ten (10) projects in the aggregate for the entire Proposer team with respect to the above categories of this Part B, Volume 1, Section 1.6 in which the entity played a significant role during the past eight (8) years (measured from the date of issuance of this RFQ). For each project, include a project description describing the role of the entity on such project, relevance of the project and the entity's experience on such project to the Toll Services and why that experience will provide value to SBCTA should Proposer be awarded the Toll Services Contract.

1.7. Project Information-Form D

With respect to each project identified pursuant to Part B, Volume 1, Section 1.6, provide in **Form D** the project name and contract number, owner's name, address, contact name and current e-mail address and telephone number, dates of work performed (if applicable), project description, project toll system value, annual operations and maintenance value (if the entity's role involved operation and maintenance), description of work and percentage actually performed by such entity, and project outcome or current status (including (a) identification and

a description of any individual increase in the original contract amount by \$100,000 or more and (b) any time extensions for completion or other deadlines/milestones and (c) the reasons for such increases or time extensions, as applicable). Limit **Form D** to the same projects (not to exceed ten (10) projects) described in response to Part B, Volume 1, Section 1.6, and no more than one (1) page per project. **Form D** may not exceed ten (10) pages in total.

Proposers are requested to verify that all contact information is correct, and are advised that if any contact information provided is not current, SBCTA may elect to exclude the experience represented by that project in determining Proposer's qualifications. For any entity identified in the SOQ for which experience and qualifications have not been provided pursuant to this Part B, Volume 1, Section 1.7, Proposer may briefly describe their qualifications and experience in performing the role that Proposer proposes to allocate to them. The description need not be lengthy or go into the level of detail sought in this Part B, Volume 1, Section 1.7.

1.8. Key Personnel

List Proposer's Key Personnel for the Toll Services (which must include those individuals identified in this Part B, Volume 3, Section B) and any other material personnel that the Proposer wishes to identify. Describe the relevance of each individual's experience to the Toll Services and why that experience will provide value to SBCTA should Proposer become the Toll Service Provider. Proposers should note that, notwithstanding that a Proposer may be short-listed, SBCTA reserves the right to disapprove a particular Key Personnel individual and require a Short-Listed Proposer to replace such individual.

1.9. Legal Information

The following information regarding legal issues affecting Proposer and its team members shall be submitted:

1.9.1. Legal Issues

Identify and explain any significant anticipated federal or state legal issues relating to Proposer, any Equity Members and any Major Participants that must be resolved in order to deliver the Toll Services and perform the Toll Services Provider's obligations under a Toll Services Contract.

If there are no such issues, provide a statement to that effect.

1.9.2. Legal Liabilities

Provide a list and a brief description of all instances during the last eight (8) years involving transportation projects (including toll projects) in North America and those projects listed pursuant to Part B, Volume 1, Section 1.6 in which Proposer, any Equity Member or any Major Participant or any Affiliate of the foregoing was (i) determined, pursuant to a determination in a court of law, arbitration proceeding or other dispute resolution proceeding, to be liable for a material breach of contract, or (ii) terminated for cause. For each instance, identify an owner's representative with a current phone number and e-mail address. If an e-mail address is not available, so state.

If there are no such instances, provide a statement to that effect.

For purposes of this Section 1.9.2 and Section 1.9.3, “Affiliate” means and includes parent companies at any tier, subsidiary companies at any tier, entities under common ownership, joint ventures and partnerships involving such entities (but only as to activities of joint ventures and partnerships involving the Proposer, any Equity Member or any Major Participant as a joint venturer or partner and not to activities of other joint venturers or partners not involving the Proposer, any Equity Member or any Major Participant), and any Financially Responsible Party, that, (a) within the past eight (8) years have engaged in business or investment in North America or (b) have been involved in any project listed by an entity pursuant to Part B, Volume 1, Section 1.6.

1.9.3. Legal Proceedings

Provide a list and a brief description (including the original amount in dispute, resolution, and ultimate amount recovered or paid) of each arbitration, litigation, dispute review board and other formal dispute resolution proceeding occurring during the last eight (8) years related to a transportation project (including toll projects) in North America and those projects listed pursuant to Part B, Volume 1, Section 1.6 involving a claim or dispute between the project owner and Proposer, any Equity Member, any Major Participant or any Affiliate of the foregoing involving an amount in excess of the smaller of (a) 2% of the original contract value or (b) \$300,000 on projects with a contract value in excess of \$15 million. Include items that were subject to arbitration, litigation, dispute review board or other formal dispute resolution proceedings even if settled without completion of the proceeding.

Include a similar list and description for all projects included in the response to Part B, Volume 1, Section 1.6 involving an amount in excess of \$100,000, regardless of the contract value. For each instance, identify an owner’s representative with a current phone number and e-mail address. If an e-mail address is not available, so state.

If there are no such matters to report, provide a statement to that effect.

With respect to the information solicited in this Part B, Volume 1, Section 1.9.1, 1.9.2 and 1.9.3, failure to fully disclose this information, conditional or qualified submissions (i.e., “to our knowledge”, “to the extent of available information”, “such information is not readily available”, “such information is not maintained in the manner requested”, etc.) to requests or questions posed, incomplete or inaccurate submissions or non-responsive submissions, or failure to provide information enabling SBCTA to contact owner representatives may, in the sole discretion of SBCTA, lead to a lower evaluation score, a “fail” rating for the Proposer team or disqualification from the procurement process.

1.10. Prior Teaming

(a) Identify instances in the past eight (8) years (measured from issuance of this RFQ) where the Proposer team has successfully worked together on a toll project that includes services comparable to the Toll Services. Identify the project and the roles of the respective team members on such projects, including whether the entities worked as a team or were not a team and only worked on the same project.

(b) Identify instances in the past eight (8) years (measured from issuance of this RFQ) where the Key Personnel have successfully worked together on a toll project that includes services comparable to the Toll Services. Identify the project and the roles of the respective

Key Personnel on such projects, including whether they worked on the same team or just on the same project.

1.11. Prior Involvement with the Project

On **Form E**, provide a brief description of any prior work (past 8 years) or ongoing work (whether as a prime or subcontractor or subconsultant of any tier) performed by any member of the Proposer team in connection with the Project. If any such work has been undertaken or is ongoing, briefly describe the scope of the work, the contract amount, the party contracted with by such entity, the time period in which such work was undertaken (and if ongoing, indicate “ongoing”) and the names of the Key Personnel involved with such work. In addition, if any such work has been undertaken, please expressly indicate whether the Proposer believes such work represents or does not represent a potential or actual conflict of interest in participating on the Proposer team. If a prior request for consideration of whether a potential or actual conflict of interest exists has been submitted by the entity, please provide a copy of such request and any letter of approval, conditional approval or denial issued by SBCTA in response thereto.

2. APPROACH TO TOLL SERVICES

The materials provided under this Part B, Volume 1, Section 2 relate primarily to the evaluation criteria set forth in Part A, Section 6.3.2.

Proposer shall describe how it proposes to approach the Toll Services, including:

2.1. Technical Approach to the Toll Services

(a) A description of the Proposer’s general approach to performing the Toll Services, including how the Proposer team anticipates the allocation of responsibilities amongst its team members;

(b) A description of Proposer’s approach to operations, maintenance and total life cycle costing of the systems involved with the Toll Services;

(c) A description of Proposer’s approach to integrate and coordinate the lane system and the back office system with the CSC Provider;

(d) A description of Proposer’s project planning approach and major milestones required to deliver the Toll Services on-time and within budget;

(e) An overview of Proposer’s general approach to quality control/quality validation and oversight of the Toll Services;

(f) A description demonstrating Proposer’s approach and commitment to meeting performance requirements and required levels of service;

(g) A description of Proposer’s approach to identifying and mitigating project risks throughout the life of the Toll Services Contract;

(h) A description of Proposer’s approach to developing systems that meet the scope of anticipated Toll Services;

(i) A description of the Proposer’s approach to performing system testing at the time of deployment and through the life of the Toll Services Contract; and

(j) A description of the Proposer’s approach for coordinating the Toll Services with the work to be performed by DB Contractor and the CSC Provider, including the methodology for system planning, design, procurement, construction, installation, integration, testing, operation, maintenance, and system acceptance of the ITS elements and related equipment for the Project; how the proposed organization will function as an integrated entity, and how it will work effectively with SBCTA.

2.2. Relationships, Roles and Responsibilities

A description of the Proposer’s view of the roles and responsibilities of SBCTA, the Proposer, and third parties (including DB Contractor and Department oversight responsibility) in connection with the design, installation, integration, procurement, operations and maintenance of the Toll Services in terms of allocation of work, implementation, delivery and long-term operations and maintenance. Describe the Proposer’s view of the anticipated nature of SBCTA participation sought by the Proposer in connection with the Toll Services and how that will achieve success. Identify what the Proposer views as the most significant risks to the parties with respect to the Toll Services, and how those risks can be addressed, mitigated or allocated in order to provide best value to SBCTA.

2.3. Interface with DB Contractor

Describe strategies the Toll Services Provider will implement to work closely and appropriately coordinate with DB Contractor to minimize the overall time, cost and risk to SBCTA in delivering the Toll Services and the overall Project.

2.4. Availability of Resources

Describe the Proposer’s approach to ensuring that adequate materials, equipment, and qualified personnel resources are available to the Proposer which it can and will commit to the performance of the Toll Services. Discuss the current backlog of the Proposer, any Equity Member and Major Participant and their respective capacities to perform the Toll Services.

3. CONCEPTUAL PRICE ESTIMATE RANGE

Proposer’s shall provide a conceptual price estimate range for the performance of the Toll Services in a separate envelope with its SOQ. The price estimate range is intended to reflect the performance of all Toll Services over the term of the Toll Services Contract and may be reflected in a reasonable price range rather than a specific price. See Part A, Section 6.7 for a description of the intent and use of such conceptual price estimate range.

VOLUME 2

Volume 2 of the SOQ shall contain the items described below, in Sections A through D. Proposers shall package the information requested separately for each entity and with a cover sheet identifying the name of the entity and its role in the Proposer's organization (i.e., the Proposer, Equity Member or Financially Responsible Party, as applicable).

Section A Financial Statements

Provide audited financial statements for the Proposer, each Equity Member and, if applicable, each Financially Responsible Party for the three (3) most recently completed fiscal years. In each case, if the entity is a consortium, partnership or any other form of a joint venture, provide financial statements for all such members. If unaudited financial statements are provided, Proposer should state that audited statements are not available.

If the entity has been in existence for less than three (3) fiscal years, the Proposer shall expressly state that such entity has been in existence for less than three (3) fiscal years and shall provide financial statements for the number of fiscal years (or portions of fiscal years) it has been in existence.

The financial statements shall include:

- i. Opinion Letter (Auditor's Report);
- ii. Balance Sheet;
- iii. Income Statement;
- iv. Statement of Cash Flow; and
- v. Footnotes

The financial statements must meet the following requirements:

(a) GAAP/IFRS: Financial statements must be prepared in accordance with U.S. Generally Accepted Accounting Principles ("U.S. GAAP") or International Financial Reporting Standards ("IFRS"). If financial statements are prepared in accordance with principles other than U.S. GAAP or IFRS, a letter must be provided from a certified public accountant discussing the areas of the financial statements that would be affected by a conversion to U.S. GAAP or IFRS. A restatement of the financial information in accordance with U.S. GAAP or IFRS is not required.

(b) U.S. Dollars: Financial statements shall be provided in U.S. dollars, if available. If financial statements are not available in U.S. dollars, the Proposer must include summaries of the Income Statements, Statements of Cash Flow, and Balance Sheets for the applicable time periods converted to U.S. dollars by a certified public accountant with a description of the formula for conversion.

(c) Audited: Financial statements must be audited by an independent party qualified to render audit opinions (e.g., a certified public accountant). If audited financials are

not available for an entity, the SOQ shall include unaudited financial statements for such entity, certified as true, correct and accurate by the chief executive, chief financial officer or treasurer (or by such equivalent position or role) of the entity.

(d) English: Financial statement information must be prepared in English. If audited financial statements are prepared in a language other than English, then, subject to Part A, Section 5.2, translations of all financial statement information must accompany the original financial statement information.

(e) Newly Formed Entity: If Proposer, any Equity Member or, if applicable, any Financially Responsible Party is a newly formed entity and does not have independent financial statements, financial statements for the equity owners of such entity shall be provided (and the entity shall expressly state that the entity is a newly formed entity and does not have independent financial statements).

(f) SEC Filings: If any entity for which financial information is submitted hereby files reports with the Securities and Exchange Commission, then such financial statements shall be provided through a copy of their annual report on Form 10K. For all subsequent quarters, provide a copy of any report filed on Form 10Q or Form 8-K which has been filed since the latest filed Form 10K.

(g) Confidentiality: Proposer shall identify any information which it believes is entitled to confidentiality by placing the word “confidential” on each page as described in Part A, Section 7.2.

(h) Credit Ratings: Proposer shall provide a list identifying (1) each entity for which financial statements are provided, (2) a statement indicating whether each entity has a credit rating from a nationally recognized rating agency (such as Fitch Ratings, Moody’s Investor Service, and Standard & Poor’s Ratings Group), (3) and, if so, providing a copy of its current credit rating. If the Proposer does not have a credit rating, provide a statement to that effect.

Section B Material Changes in Financial Condition

Provide information regarding any material changes in financial condition for the Proposer, each Equity Member and, if applicable, each Financially Responsible Party for the past three (3) fiscal years and anticipated for the next reporting period. In each case, if any of the foregoing entities is a consortium, partnership, or any other form of a joint venture, provide this information for all such members.

If no material change has occurred and none is pending, each of these entities shall provide a letter from their respective chief executive officer, chief financial officer, or treasurer (or equivalent position or role) so certifying.

In instances where a material change has occurred, or is anticipated, the affected entity shall provide a statement describing each material change in detail, actual and anticipated association changes or disruptions in executive management, the likelihood that the developments will continue during the period of performance of the Toll Services, and the projected full extent, nature and impact, positive and negative, of the changes experienced and anticipated to be experienced in the periods ahead. Include discussion of how the change is

anticipated to affect the organizational and financial capacity, ability, and resolve of the Proposer, each Equity Member and each Financially Responsible Party as applicable, to remain engaged in this procurement and submit a responsive proposal.

Estimates of the impact on revenues, expenses, and the change in equity will be provided separately for each material change as certified by the chief executive officer, chief financial officer, or treasurer (or equivalent position or role).

References to the notes in the financial statements are not sufficient to address the requirement to discuss the impact of material changes.

Where a material change will have a negative financial impact, the affected entity shall also provide a discussion of measures that would be undertaken to insulate the Project and the Toll Services from any recent material changes and those currently in progress or reasonably anticipated in the future.

If the financial statements indicate that expenses and losses exceed income in each of the three (3) completed fiscal years or in the aggregate over such period (even if there has not been a material change), the affected entity shall provide a discussion of measures that will be undertaken to make the entity profitable in the future and an estimate of when the entity will be profitable.

Below is a representative list of events intended to provide examples of what SBCTA considers a material change in financial condition. This list is intended to be indicative only. At the discretion of SBCTA, any failure to disclose a prior or pending material change may result in disqualification from further participation in the selection process.

List of Representative Material Changes

- An event of default or bankruptcy involving the affected entity, or the parent corporation of the affected entity;
- A change in tangible net worth of 10% of shareholder equity;
- A sale, merger or acquisition exceeding 10% of the value of shareholder equity prior to the sale, merger or acquisition which in any way involves the affected entity or parent corporation of the affected entity;
- A downgrade in credit rating for the affected entity or parent corporation of the affected entity;
- Non-payment of any debt service;
- Inability to meet material conditions of loan or debt covenants by the affected entity or parent corporation of the affected entity which has required or will require a waiver or modification of agreed financial ratios, coverage factors or other loan stipulations, or additional credit support from shareholders or other third parties;
- In the current and three (3) most recently completed fiscal years or in the aggregate over the three (3) most recently completed fiscal years, the affected entity or the parent

corporation of the affected entity either: (i) incurs a net operating loss; (ii) sustains charges exceeding 5% of the then shareholder equity due to claims, changes in accounting, write-offs or business restructuring; or (iii) implements a restructuring/reduction in labor force exceeding 200 positions or involves the disposition of assets exceeding 10% of the then shareholder equity; or

- Other events known to the affected entity which represents a material change in financial condition over the past three (3) fiscal years, or may be pending for the next reporting period.

Section C Financially Responsible Party Letter of Support

If Financial Statements of a Financially Responsible Party are provided to demonstrate financial capability of Proposer or Equity Members, an appropriate letter from the applicable Financially Responsible Party must be provided confirming that it will financially support all the obligations of Proposer or Equity Member, as applicable with respect to the Toll Services. If Financial Statements are not provided for a Proposer, the entity that supplies the Financial Statements shall be a Financially Responsible Party. This letter must be signed by the chief executive, chief financial officer or treasurer (or equivalent position or role) of the Financially Responsible Party.

Proposers shall note that SBCTA may, based upon the review of the information provided pursuant to Volume 2, or Proposer's form of organization, specify that an acceptable Financially Responsible Party or a parent or affiliate guaranty is required as a condition precedent prior to qualification or award of the Toll Services Contract.

For purposes of this Section C, (i) "parent company" means parent companies at any tier and (ii) "affiliate company" means (A) subsidiary companies at any tier, (B) entities under common ownership, (C) joint ventures and partnerships involving such entities (but only as to activities of joint ventures and partnerships involving Proposer or any Equity Member, as a joint venturer or partner and not to activities of other joint venturers or partners not involving Proposer or any Equity Member), and other financially liable or responsible parties for the entity.

Section D Off-Balance Sheet Liabilities

For each entity for which financial information is submitted, provide a letter from the chief financial officer or treasurer (or equivalent position or role) of the entity or the certified public accountant: (a) identifying all off-balance sheet liabilities in excess of \$25 million dollars in the aggregate or (b) stating there are no such off-balance sheet liabilities.

Section E Surety Letter

Provide a letter from an Eligible Surety indicating that the Proposer team is capable of obtaining (i) during the design, implementation and installation phase of the Toll Services, both a performance bond (or bonds) and a payment bond (or bonds), each in a minimum aggregate stated amount of \$35 million; and (ii) during the operations and maintenance phase of the Toll Services, both a performance bond (or bonds) and a payment bond (or bonds), each in a minimum annual aggregate stated amount of \$5 million aggregate, in each case, as evidence of Proposer's bonding capacity. Letters can be provided that exceed the \$35 million and \$5 million aggregates, but letters indicating "unlimited" bonding capability are not acceptable.

The letter must specifically state (a) that the surety/insurance company has read this RFQ and any addenda and (b) evaluated the Proposer's backlog and work-in-progress in determining its bonding capacity.

In instances where the response to this Part B, Volume 2, Section E, contains descriptions of proposed or anticipated material changes in the financial condition of the Proposer as required for the next reporting period, a certification that the Eligible Surety's analysis specifically incorporates a review of the factors surrounding the proposed or anticipated material changes in the financial condition of the Proposer and identifying any special conditions which may be imposed before issuance of surety bonds for the Toll Services.

If a Proposer or other entity to obtain the bonds is a joint venture, partnership, limited liability company or other association, separate letters for one or more of the individual equity owners are acceptable, as is a single letter covering all equity owners of such entity; provided, however, that each separate letter provided must reference the specific portion of the \$35 million and \$5 million amount, as applicable, that the Eligible Surety is indicating it is willing to provide. Statements such as the entity's share of the work/bond amount" or the like are not acceptable.

SBCTA has not yet determined the specific amount or form of payment and performance bonds that it will require for the Toll Services. Proposers are advised that the RFP may, to the extent commercially available and determined appropriate by SBCTA for the Toll Services, require payment and performance bond amounts in an amount other than the amounts referenced in this RFQ. SBCTA shall delineate such requirements, which will be consistent with applicable law, in the RFP.

VOLUME 3

Volume 3 of the SOQ shall contain the items described below in Sections A and B.

Section A Forms B-2 and C

Executed originals of **Form B-2** and **Form C** for the Proposer, each Equity Member, each Major Participant and, if applicable, each Financially Responsible Party.

Section B Form F

Executed originals of **Form F** for the Proposer, each Equity Member, each Major Participant and, if applicable, each Financially Responsible Party, as the “Party” or “Participant,” as applicable.

Section C Personnel Qualifications

Separate resumes of not more than two (2) pages each for the Key Personnel positions below in Table B-1, and for any other member of the Proposer’s management team whose name appears on an organizational chart, in the SOQ, at a level equal to or higher than the Key Personnel positions (and such individuals shall be considered Key Personnel for purposes of this RFQ).

[continued on next page]

**Table B-1
Key Personnel Positions and Responsibilities**

Key Personnel Position	General Description of Responsibility
Project Manager	<ul style="list-style-type: none"> • Overall responsibility for the delivery of the Toll Services. • Desired/targeted experience includes: <ul style="list-style-type: none"> • Experience in a project manager role for a project of similar scope, size and complexity. • Anticipated that will be assigned to the Toll Services full time and required to be located in the co-located office with the DB Contractor for the design and installation phase.
Lead Systems Engineer	<ul style="list-style-type: none"> • Primary responsibility for the design and integration of the toll systems. • Desired/targeted experience includes: <ul style="list-style-type: none"> • Experience overseeing design and installation of toll collection systems on at least one project of similar size and complexity. • Anticipated that will be assigned full time through toll collection system acceptance and available to respond to requests for information and provide updates related to the design and installation work throughout the operations and maintenance term.

Attachment: I-10 Corridor TSP RFQ 17-1001617 (3228 : I-10 Contract 1 Toll Service Provider Procurement Process)

Key Personnel Position	General Description of Responsibility
Installation Manager	<ul style="list-style-type: none"> • Primary responsibility for the installation of the toll systems, project safety and DB Contractor coordination. • Desired/targeted experience includes: <ul style="list-style-type: none"> • Experience managing the installation of at least one toll collection system project of similar scope, size and complexity. • Anticipated that will be assigned full time by as of the completion of toll collection system design and required to be available on-site at the co-located office with the DB Contractor until such time as toll collection system acceptance has been achieved.
Operations Manager	<ul style="list-style-type: none"> • Primary responsibility for the on-going operation and maintenance of the operations (lane, back office and traffic management). • Desired/targeted experience includes: <ul style="list-style-type: none"> • Experience managing the operations of a toll collection system project of similar scope, size and complexity. • Anticipated that will be assigned to the Toll Services full time three months prior to revenue service commencement and shall be located full time (location to be finalized) and available throughout the remainder of the operations and maintenance term.

Each resume shall state the specific role(s) that each person listed is fulfilling for the Toll Services and may, within the two (2) page resume maximum, describe how the person(s) prior experience relates to their potential role in connection with the performance of the Toll Services. For each project listed in a resume, include the individual's employer at the time, the name and location of the project, project number (if applicable), dates of work performed on the project and a description of the work or services provided and role on the project. If more than one role was played, identify the dates and duration of each role. References for each individual shall be placed on that individual's respective resume.

Three (3) references (no more than one per project) for each of the Key Personnel position(s) for projects worked on during the past eight (8) years must be supplied; provided, however, that where the individual has only worked on one or two projects during the past eight (8) years (measured from the date of issuance of this RFQ), the Proposer shall (i) affirmatively state that such individual has only worked on one or two projects during the past eight (8) years

(measured from the date of issuance of this RFQ); (ii) include references for each of such projects; and (iii) include references for projects worked beyond the past eight (8) years (measured from the date of issuance of this RFQ) so that the number of references equals three (3) in total.

References shall be previous owners or clients with whom the identified personnel have worked within the past eight (8) years (measured from the date of issuance of this RFQ) and which appear on the identified personnel's resume. The references information shall include the name of the project the reference is from and the name, position, company or agency, current postal and e-mail addresses and phone numbers of the reference. Proposers are requested to verify that contact information is correct, and are advised that if the contact information provided is not current, SBCTA may elect to exclude the experience represented in determining the Key Personnel's qualifications.

An express, written statement from each entity employing such individuals committing that the individuals designated in the SOQ for the Key Personnel positions shall be available to serve the role so identified in connection with the Toll Services.

While SBCTA recognizes that personnel availability and scheduling issues impact the Proposers, Proposers are urged only to identify and proffer personnel that they reasonably believe will be available for, and intend to assign to work on, the Toll Services for the positions identified.

Note that in order for a Proposer to remain qualified to submit a Proposal after it has been placed on the short-list, the Proposer's Key Personnel as identified in the SOQ must remain intact for the duration of the procurement process (i.e., until execution of the Toll Services Contract Documents), unless otherwise approved in writing by SBCTA. If a Proposer wishes to make changes in Key Personnel identified in its SOQ, the Proposer shall submit to SBCTA a written request for SBCTA's approval of the change as soon as possible but in no event later than the date and time included in the RFP. Proposer may not make any changes in any Key Personnel identified in its SOQ after this deadline, except for unusual circumstances beyond its control, in which case SBCTA, in its sole discretion, will consider such requests.

Requests to change Key Personnel shall be sent to the RFQ Procurement Contact as set out in Part A, Section 4.4, and shall include the information requested for the corresponding Key Personnel in the RFQ. The Proposer shall submit one (1) original and five (5) copies of each such request package.

SBCTA will review requests to implement changes in Key Personnel very carefully but is under no obligation to approve such requests and may approve or disapprove in writing a portion of the request or the entire request at its sole discretion. Failure to obtain SBCTA's approval for changes in Key Personnel during the procurement process may result in disqualification of the Proposer by SBCTA.

**San Bernardino County Transportation Authority
Conflicts of Interest Policy for
I-10 Corridor Contract 1 Project**

Section 1. Purpose. This Policy prescribes Conflict of Interest policies applicable to private entities, including Consultants and Proposers, participating or desiring to participate in the Authority's planning, procurement, design, construction or development of the Project. A private entity's failure to comply with these standards of conduct may result in potential liability to the Authority and the private entity and the private entity's preclusion from participation in the Project. This Policy is intended to apply in the context of the Authority's development of the Project, including pursuant to a design-build delivery method and contract (including any turnkey toll services procurements).

Section 2. Definitions.

Section 2.1. "Affiliate" means with respect to any Consultant: (a) any member, partner or joint venturer of such Consultant; (b) any individual or entity that directly or indirectly controls, or is controlled by, or is under common control with, such Consultant or any of its members, partners or joint venturers; and (c) any other entity for which 20% or more of the equity interest in such other entity is held directly or indirectly, beneficially or of record by (i) such Consultant, (ii) any of such Consultant's members, partners or joint venturers or (iii) any Affiliate of such Consultant under clause (b) of this definition.

Section 2.2. "Authority" means the San Bernardino County Transportation Authority.

Section 2.3. "Conflict of Interest" means a circumstance arising out of a Consultant's existing or past activities, including past activities as a Consultant to or employee of the Authority, business interests, familial relationships, contractual relationships, and/or organizational structure (i.e., Affiliates, etc.) wherein (i) the Consultant is or may be unable to render impartial assistance or advice to the Authority, (ii) the Consultant's objectivity in performing the scope of work sought by the Authority is or might be otherwise impaired, (iii) the Consultant has, or is perceived to have, an unfair competitive advantage; (iv) the Consultant's performance of Services on behalf of the Authority does or may provide an unfair competitive advantage to a third party; or (v) regardless of whether accurate, there is a perception or appearance of impropriety or unfair competitive advantage benefiting the Consultant or a third party as a result of the Consultant's participation on the Project.

Section 2.4. "Consultant" means any person or business entity (including any individual employee of such entity or any division and/or Affiliate of such entity) previously or currently retained, or in the process of being retained, by the Authority to provide Services in connection with the Project, including subconsultants and individual employees of subconsultants.

Section 2.5. "Executive Director" means the executive director of the Authority or his or her designee.

Section 2.6. "Policy" means this San Bernardino County Transportation Authority Conflicts of Interest Policy for the Project.

Section 2.7. "Project" means the I-10 Corridor Contract 1 Project.

Section 2.8. "Proposer" means any person or business entity, including joint ventures, partnerships, limited liability companies, corporations, consortia, teams or other groups or organizations of individuals or entities, or the individuals and entities that make up such groups, that have submitted a qualification submittal or proposal for work on the Project or are interested in submitting a qualification submittal or proposal for work on the Project.

Section 2.9. "Services" means, in the context of this Policy, consulting services related to the Project, which may include, but are not limited to, some or all of the following: planning services, procurement services, federal and state environmental services; financial advisory services; insurance services, legal services; DBE compliance or program development services, labor compliance services, traffic and revenue studies; operations and toll planning services; program oversight; design and construction management services, preliminary engineering services (including right-of-way, structures, survey and utility), and public and community outreach services.

Section 3. Conflicts of Interest.

Section 3.1. Purpose. This section prescribes the Authority's policy on Conflicts of Interest relating to Consultants participating or desiring to participate in the planning, procurement, design, construction or development of the Project, and thereby:

- (A) Protects the integrity and fairness of the planning, procurement, design, construction or development of the Project;
- (B) Avoids circumstances where a Consultant or Proposer obtains, or appears to obtain, an unfair competitive advantage as a result of work performed by a Consultant;
- (C) Provides guidance to Consultants and Proposers, or potential Consultants and Proposers, so they may assess, and make informed business decisions concerning their decision to provide Services on the Project or to submit a qualification submittal and/or proposal related to the design, construction or development of the Project; and
- (D) Protects the Authority's interests and confidential and sensitive Project-specific information.

Section 3.2. Applicability. This Policy applies to Consultants who desire to participate in, have participated in or are participating in the performance of Services for the Authority related to the Project. This Policy may prohibit or restrict the ability of a Proposer to have a Consultant participate on a Proposer team as an equity owner or team member, act as a consultant or subconsultant to a Proposer, or have a financial interest in a Proposer or an equity owner or team member of a Proposer. This Policy

relates solely to the Project and does not address the Authority's approach to conflicts of interest on other Authority projects.

Section 3.3. Conflicts of Interest Disclosure -

Section 3.3.1. Obligation to Disclose. Consultants participating in the Project shall arrange their affairs so as to prevent Conflicts of Interest from arising. Any Consultant having an actual, potential or perceived Conflict of Interest shall disclose the matter to the Authority in writing with supporting facts and information to the following individual:

San Bernardino County Transportation Authority
 1170 W 3rd St., Second Floor
 San Bernardino, CA 92410
Attention: Mr. Jeffery Hill, Procurement Manager
 Phone: 909.884.8276
 E-mail: db@sanbag.ca.gov

Disclosures will also be requested as part of any request for qualifications or request for proposals relating to the design, construction or development of the Project.

The Consultant's Conflict of Interest disclosure obligation is ongoing. Consultants should undertake reasonable due diligence, including necessary conflict searches, to determine whether new actual, potential or perceived Conflicts of Interest arise. Due diligence should extend to investigation of past relationships and, if the Consultant is an entity, to employees, officers or directors of the Consultant. If a Consultant becomes aware of an actual, potential or perceived Conflict of Interest at any time during its participation in the Project, the Consultant shall promptly disclose the matter to the Authority as described herein. A Consultant shall use its best efforts to respond to any requests for additional information and documentation that the Authority deems necessary to fully evaluate the Authority's Conflict of Interest issues and to consider the Authority's determination. The Consultant's failure to provide such information or documentation when requested may impact the Authority's final determination hereunder.

Section 3.3.2. Failure to Comply. If a Consultant fails to comply with this Policy, including failure to comply with any mitigative measures imposed under this Policy, or otherwise fails to disclose an actual, potential or perceived Conflict of Interest, the Authority may, in its sole discretion:

- (A) Preclude and/or disqualify the Consultant and its Affiliates, including any Proposer with whom the Consultant is or had affiliated, from participation in the planning, procurement, design, construction and/or development of the Project, including any competitive process associated therewith;
- (B) Require the Consultant and its Affiliates, including any Proposer with whom the Consultant is or had affiliated, to implement mitigative measures;

(C) Segregate or terminate the Consultant and its Affiliates, including any Proposer with whom the Consultant is or had affiliated, from planning, procurement, design, construction and/or development of the Project; and/or

(D) Pursue any and all other rights and remedies available at law, in equity or set forth in any request for qualifications or request for proposals, which rights and remedies shall include the right to seek any and all direct or indirect costs and damages resulting from the Consultant's failure to comply with this Policy, including, but not limited to, costs resulting from third-party challenges to the procurement or the Authority's re-procurement of the Project.

Section 3.4. Period in Which a Conflict of Interest Applies. If the Executive Director determines that the performance of Services by a Consultant creates an actual, potential or perceived Conflict of Interest, the provisions in this Policy and any decisions made by the Authority related to such Conflict of Interest (including prohibitions, mitigative measures, etc.) shall continue and apply for the duration of the planning, procurement, design, construction and development of the Project, provided that the Executive Director may, on a case-by-case basis and in his or her sole discretion, modify the length of this time period in writing if he/she determines that the modification is in the best interests of the Authority and the Project.

Section 3.5. Application to New Firm. If a Conflict of Interest applies to an individual, the Conflict of Interest and prohibition with respect to the individual will not apply to the individual's new place of employment, unless the new employer is an Affiliate of the employee's previous employer or unless mitigative measures will not, in the Authority's sole discretion, mitigate or eliminate the Conflict of Interest issue. If the new employer is not an Affiliate of the previous employer and is otherwise eligible to perform Services for the Authority pursuant to this Policy and applicable law, the new employer will remain eligible despite the employment of the individual, but mitigative measures may be required of the new employer with respect to the employee.

Section 3.6. Federal and State Requirements.

Section 3.6.1. Federal and State Laws. For federal-aid projects and in certain other circumstances, the Authority must comply with the Federal Highway Administration's organizational conflict of interest regulations found in 23 CFR §636.116. The Authority must also comply with certain California laws and regulations, including, without limitation, Government Code §§1090 and 87100 et seq. Nothing in this Policy is intended to limit, modify, supersede or otherwise alter the effect of those laws and regulations, and the Authority will apply this Policy consistent with those laws and regulations.

Section 3.6.2. Limitations on Authority Consents and Approvals. To the extent that application of the federal and state laws and regulations described in Section 3.6.1 would preclude or limit participation by a Consultant or an individual with respect to the Project, then notwithstanding any other aspect of this Policy or any contrary decision by the Authority in response to an actual, potential or perceived Conflict of Interest under

this Policy, such federal and state laws and regulations shall control and be determinative. Under no circumstances shall a decision, approval or consent by the Authority in response to a disclosure, request or actual, potential or perceived Conflict of Interest under this Policy be considered an opinion with respect to the applicability or effect of such federal and state laws or regulations, and Consultant shall bear all responsibility and liability for determining if a conflict under federal and/or state laws or regulations exist in relation to the Consultant's work or proposed work on the Project.

Section 3.7. Binding Effect of Authority Decisions. The Authority shall not withdraw or amend a prior consent or approval granted to a Consultant under this Policy unless:

- (A) The application of the federal and state laws and regulations described in Section 3.6 requires the consent or approval to be withdrawn or amended; or
- (B) The Authority decides, in its sole discretion, to withdraw or amend the consent or approval based on factual circumstances that the Authority has been made aware of that were not disclosed when the Authority made its original decision, or factual circumstances that are new or have changed since the Authority made its original decision; or
- (C) The Consultant or Proposer team fails to comply with any mitigative measures imposed under this Policy.

Section 3.8. General Conflict of Interest Standards. Except as provided in Section 3.9 of this Policy, no Consultant that has previously provided Services or that is currently providing Services to the Authority with respect to the Project may be a Proposer or participate as an equity owner, team member, consultant, or subconsultant of or to a Proposer for the Project, or have a financial interest in any of the foregoing entities with respect to the Project. In Authority's sole discretion, this prohibition may be extended to Consultants that worked for the Authority on a project other than the Project, where such work was, in the Authority's sole determination, strategic to Authority's design-build program or afforded such Consultant access to information about the Project or the Authority's approach to the Project (or other design-build projects) or procurement of the Project (or other design-build projects) that would provide an unfair competitive advantage for such Consultant.

Section 3.9. Determination Regarding Provision of Services for the Project.

Section 3.9.1. Discretion of the Authority. Unless otherwise indicated in this Policy, all approvals, actions or discretion under this Policy and with respect to an actual, potential or perceived Conflict of Interest shall be within the sole discretion of the Authority. Unless a particular decision regarding application of this Policy is referred to the Authority's Board by the Executive Director, the Executive Director retains the ultimate and sole discretion to act on behalf of the Authority hereunder and to determine on a case-by-case basis whether an actual, potential or perceived Conflict of Interest exists and what actions may be appropriate to avoid, neutralize, or mitigate any actual, potential or perceived Conflict of Interest.

Section 3.9.2. Determination Process. In response to a disclosure under Section 3.3 above or information the Authority obtains independent of a Consultant, the Executive Director shall determine whether a Consultant has an actual, potential or perceived Conflict of Interest that the Executive Director determines should prevent the Consultant from (i) being a Proposer, (ii) participating as an equity owner, team member, consultant, or subconsultant of or to a Proposer for the Project, (iii) having a financial interest in any of the foregoing entities with respect to the Project or (iv) otherwise participating in the design, construction or development of the Project. Once the Executive Director makes this determination, he/she or his/her designee shall send the Consultant a written notice regarding the decision and, if participation is approved, whether the approval and participation is limited or subject to the Consultant meeting certain conditions. The Executive Director shall consider some or all of the following factors when making the determination:

- (A) Whether the Consultant will not, or in the case of the previous performance of Services did not, have access to or obtain knowledge of confidential or sensitive information, procedures, policies and processes that could provide, or could be perceived to provide, an unfair competitive advantage with respect to the procurement, design, construction or development of the Project;
- (B) Whether the data and information provided to the Consultant in the performance of the Services is either substantially irrelevant to the procurement for the Project or is generally available on substantially an equal and timely basis to all Proposers;
- (C) The type of Services at issue;
- (D) The particular circumstances at issue, including the Consultant's ability to effectively implement the safeguards described in Section 3.12, including an ethical wall, or to otherwise mitigate the Conflict of Interest in a manner satisfactory to the Authority;
- (E) The specialized expertise, if any, needed by the Authority and Proposers to implement the Project;
- (F) The period of time between the previous work for the Authority and the potential Conflict of Interest situation;
- (G) Whether the Consultant's work for the Authority has been completed or is ongoing;
- (H) The potential impact on the procurement and implementation of the Project, including impacts on competition;

(I) Whether, with respect to a Consultant's prior environmental services related to the Project, if any, a record of decision or finding of no significant impact has been issued for the Project;

(J) Whether, with respect to a Consultant's prior traffic and revenue Services related to the Project, if any, the prior work will have no impact on the Project's plan of finance, on a Proposer's ability to obtain and close funding or on the potential sources of funding for the Project;

(K) Whether the Executive Director believes that the Consultant's participation is in the best interests of the Authority; and

(L) Any other factors or circumstances deemed relevant by the Authority.

Section 3.10. Procurement and Financial Services. Independent of the process described in Section 3.9, a Consultant actively engaged and performing procurement services or financial services with respect to the Project may not be a Proposer or participate as an equity owner, team member, consultant, or subconsultant of or to a Proposer for the Project, or have a financial interest in any of the foregoing entities with respect to the Project.

Section 3.11. Multiple Services. If a Consultant is providing more than one category or type of Services to the Authority for the Project (e.g., environmental services as well as procurement services) and there are differences in this Policy's considerations, standards, restrictions, limitations and outcomes applicable to those categories or types of Services, the standards, restrictions, limitations and outcomes applicable to a category that are more stringent will be applied (e.g., if a Consultant were only providing preliminary engineering services that have been completed, they may be approved to participate on a Proposer team, whereas, if they were also providing ongoing procurement services for the Project, they may not be approved to participate on a Proposer team).

Section 3.12. Restriction of Services and Conditions to Approvals and Exceptions. In order to address actual, potential or perceived Conflicts of Interest, the Executive Director as part of providing his or her consent to the participation of a Consultant may, in his or her sole discretion:

(A) Restrict the scope of Services the Consultant may be eligible to perform for the Authority or the Proposer team in order to further the intent and goals of this Policy;

(B) Condition an approval, determination, or exception as the Executive Director determines appropriate to further the intent and goals of this Policy, including by requiring the Consultant or Proposer to implement certain safeguards, including, but not limited to:

(i) The execution of confidentiality agreements satisfactory to the Authority, which may, among other things, include the segregation and protection of information obtained as a result of the Consultant's prior or ongoing work for the Authority or from former or current Authority employees; and/or

(ii) The execution of ethical wall agreements satisfactory to the Authority, which segregate certain personnel from participation in the Project; and/or

(iii) The execution of agreements satisfactory to the Authority regarding the dissemination of work product and materials created as a result of Consultant's prior or ongoing work for the Authority, including dissemination to the Authority and restrictions on dissemination by the Consultant to any Proposer team, including a team on which they intend to participate.

Section 3.13. Provisions are Nonexclusive. The provisions in this Policy do not address every situation that may arise in the context of the Authority's planning, procurement, design, construction or development of the Project nor require a particular decision or determination by the Executive Director when faced with facts similar to those described in this Policy. In addition, additional policies, procedures and limits related to conflicts of interest or similar issues may be imposed by the Authority at any time with respect to the Project or any other Authority projects.

Minute Action

AGENDA ITEM: 8

Date: *November 10, 2016*

Subject:

Interstate 215 Barton Road Construction Agreement

Recommendation:

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

Approve Cooperative Agreement No. 15-1001294 with California Department of Transportation (Caltrans) for Advertisement, Award, and Administration of the construction contract for the Interstate 215 (I-215) Barton Road Interchange Project for an amount not to exceed \$59,757,840 consisting of \$10,632,000 in Surface Transportation Program funds, \$1,710,000 in Repurposed Interstate Maintenance Discretionary funds, and \$47,415,840 in Measure I Valley Freeway Funds.

Background:

The purpose of this agenda item is to approve a new Construction Agreement with the California Department of Transportation (Caltrans) for the I-215 Barton Road Interchange Project (Project). This project proposes to improve traffic operations and reduce traffic congestion on Barton Road and ramp intersections. The project's improvements include replacement of Barton Road overcrossing, reconstruction and widening of Barton Road, realignment of the existing entrance and exit ramps, and traffic signal modifications. The Environmental Phase was concluded in March 2014. San Bernardino County Transportation Authority (SBCTA) is the lead agency for right of way and provides the project's funding while Caltrans is leading the design efforts. Both the design and right of way phases of the project are expected to be completed by the end of 2016 or early 2017. If this agreement is approved, Caltrans will be the lead agency for the construction phase of the project for an amount not to exceed \$59,757,840.00, consisting of \$10,632,000.00 in Surface Transportation Program (STP) funds, \$1,710,000.00 in Repurposed Interstate Maintenance Discretionary (IMD) funds, and \$47,415,840.00 in Measure I Valley Freeway Funds. Caltrans will self-reimburse for the IMD and STP funding and only the Measure I funding will go through our books.

This project is part of a pilot program in which legislation allows Caltrans to hire a contractor during the design phase and to include the contractor's representatives as part of the project team during the design and right of way phases. This delivery method is known as the Construction Manager/General Contractor (CM/GC) delivery method and must be led by Caltrans. Having the contractor on board during the project development permits input on the construction staging, materials, the work areas, and risk assessment and management. In addition, the contractor has developed a schedule and a preliminary cost estimate which was evaluated by an independent cost estimator and scheduler. As the design has progressed to 95% the contractor is preparing to

Entity: CTA

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submit his final cost estimate, schedule, and risk assessment. If the final cost and schedule are acceptable to the project team then a construction contract can be awarded by Caltrans to the firm. If not, then Caltrans will advertise and award the project to the lowest responsive and responsible bidder.

In order to move into the construction phase, funding must be programmed by the SBCTA Board of Directors before Caltrans can seek Federal authorization and take the necessary steps to complete the contractor procurement. Thus, staff recommends for approval this Cooperative Agreement No. 15-1001294 with Caltrans to set out the roles, responsibilities and funding obligations of the parties for the construction phase of the project.

Financial Impact:

This item is consistent with the adopted SANBAG Fiscal Year 2016/2017 budget.

Reviewed By:

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

Responsible Staff:

Paula Beauchamp, Project Delivery Manager

Approved
Board of Directors Metro Valley Study Session
Date: November 10, 2016

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 15-1001294 Amendment No.: 0 Vendor No.: 00450
 Vendor/Customer Name: Caltrans Sole Source? Yes No
 Description: I-215 Barton Construction Co-op
 Start Date: 12/07/2016 Expiration Date: 12/31/2021 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: _____

Dollar Amount			
Original Contract	\$ 47,415,840	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)		Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment		Contingency Amendment	\$ -
TOTAL CONTRACT VALUE *	\$ 47,415,840	TOTAL CONTINGENCY VALUE	\$ -
* Total Project Cost \$59,757,840 of which only \$47,415,840 is going through SANBAG's Books		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 47,415,840.00

Contract Authorization

Department Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 12/07/2016
 Board of Directors Action: To approve construction agreement with Caltrans

Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: _____ Type: Capital PAA Other
 Retention: _____ % Maximum Retention: \$ _____
 Services: Construction Intrgrnt/MOU/COOP A & E Services Other Professional Services
 Disadvantaged Business Enterprise (DBE) Goal _____ %

Contract Management: Receivable

E-76 and/or CTC Date _____ (Attach Copy) Program Supplement No.: _____
 Finance Letter Reversion Date: _____ EA No.: _____

All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes

Additional Information

Project Manager: Andrea Nieto

Attachment: 15-1001294 CSS Barton Construction Co-op [Revision 2] (2096 : I-215 Barton Construction Agreement with Caltrans)

COOPERATIVE AGREEMENT

This AGREEMENT, effective on _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

San Bernardino County Transportation Authority, a public entity, referred to hereinafter as AUTHORITY.

RECITALS

1. PARTNERS are authorized to enter into a cooperative agreement for improvements to the state highway system (SHS) per the California Streets and Highways Code sections 114 and 130.
2. For the purpose of this AGREEMENT, *reconstruct Barton Interchange on Interstate 215 in the City of Grand Terrace* will be referred to hereinafter as PROJECT. The project scope of work is defined in the PROJECT initiation and approval documents (e.g. Project Study Report, Permit Engineering Evaluation Report, or Project Report).
3. The CONSTRUCTION MANAGER/GENERAL CONTRACTOR method provides for reduced overall project costs or expedited project completion in a manner that is not achievable through the design-bid-build method. For this reason, the PARTNERS have agreed to utilize the CONSTRUCTION MANAGER/GENERAL CONTRACTOR method to deliver the PROJECT.
4. Pursuant to Chapter 6.3 (commencing with Section 6700), Part I of Division 2 of the Public Contract Code, CALTRANS is authorized to use the CONSTRUCTION MANAGER/GENERAL CONTRACTOR method on no more than six projects, at least five of which shall have construction costs greater than ten million dollars (\$10,000,000). CALTRANS shall advertise, award, and administer THE CONSTRUCTION MANAGER/GENERAL CONTRACTOR contract. CALTRANS shall not delegate the contracting authority.

5. All responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENTS will be referred to hereinafter as OBLIGATIONS:
 - CONSTRUCTION SUPPORT
 - CONSTRUCTION CAPITAL
6. This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between PARTNERS regarding the PROJECT.
7. The following work associated with this PROJECT has been completed or is in progress:
 - AUTHORITY approved the Negative Declaration on March 5, 2014 (Cooperative Agreement No. 1341, 1341 A/1).
 - AUTHORITY approved the Finding of No Significant Impact on March 5, 2014 (Cooperative Agreement No. 1341, 1341 A/1).
 - AUTHORITY is developing the R/W Certification (Cooperative Agreement No. 1537, 1537 A/1, 1537 A/2, 1537 A/3, 1537 A/4, 1537 A/5, 1537 A/6 and 1537 A/7).
 - CALTRANS selected and entered into a preconstruction services contract with CONSTRUCTION MANAGER on February 18, 2015.
 - CALTRANS is developing the Plans, Specifications and Estimate (Cooperative Agreement No. 1537, 1537 A/1, 1537 A/2, 1537 A/3, 1537 A/4, 1537 A/5, 1537 A/6, and 1537 A/7).
8. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.
9. PARTNERS hereby set forth the terms, covenants, and conditions of this AGREEMENT, under which they will accomplish OBLIGATIONS.

RESPONSIBILITIES

Sponsorship

10. AUTHORITY is the SPONSOR for the PROJECT COMPONENTS in this AGREEMENT.

Funding

11. FUNDING PARTNERS, funding sources, funding limits, spending limits, and invoicing/payment details are documented in the FUNDING SUMMARY. The FUNDING SUMMARY is incorporated and made an express part of this AGREEMENT.

PARTNERS will execute a new FUNDING SUMMARY each time the funding details change. The FUNDING SUMMARY will be executed by a legally authorized representative of the respective PARTNERS. The most current fully executed FUNDING SUMMARY supersedes any previous FUNDING SUMMARY created for this AGREEMENT.

Replacement of the FUNDING SUMMARY will not require an amendment to the body of this AGREEMENT unless the funding changes require it.

12. PARTNERS will not incur costs beyond the funding commitments in this AGREEMENT.

If an IMPLEMENTING AGENCY anticipates that funding for the WORK will be insufficient to complete the WORK, the IMPLEMENTING AGENCY will promptly notify the SPONSOR.

13. Unless otherwise documented in the FUNDING SUMMARY, all fund types contributed to a PROJECT COMPONENT will be spent proportionately within that PROJECT COMPONENT.
14. Unless otherwise documented in the FUNDING SUMMARY, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
15. All costs incurred for WORK except those that are specifically excluded in this AGREEMENT are OBLIGATIONS COSTS. OBLIGATIONS COSTS are to be paid from the funds shown in the FUNDING SUMMARY. Costs that are not OBLIGATIONS COSTS are to be paid by the PARTNER incurring the costs from funds that are outside the scope of this AGREEMENT.

Implementing Agency

16. CALTRANS is the IMPLEMENTING AGENCY for CONSTRUCTION.
17. Any PARTNER responsible for completing WORK shall make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT COMPONENT work that may occur under separate agreements.

CEQA/NEPA Lead Agency

18. CALTRANS is the CEQA Lead Agency for the PROJECT.
19. CALTRANS is the NEPA Lead Agency for the PROJECT.

Environmental Permits, Approvals and Agreements

- 20. PARTNERS will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTNER’s responsibilities in this AGREEMENT.
- 21. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.
- 22. The PROJECT requires the following environmental requirements/approvals:

ENVIRONMENTAL PERMITS/REQUIREMENTS
404, US Army Corps Of Engineers
401, Regional Water Quality Control Board
National Pollutant Discharge Elimination System (NPDES), State Water Resources Control Board
1602 California Department of Fish and Wildlife

Construction

- 23. As IMPLEMENTING AGENCY for CONSTRUCTION, CALTRANS is responsible for all CONSTRUCTION SUPPORT WORK except those CONSTRUCTION SUPPORT activities and responsibilities that are assigned to another PARTNER in this AGREEMENT and those activities that may be specifically excluded.
- 24. Physical and legal possession of right-of-way must be completed prior to award of each construction contract, unless PARTNERS mutually agree to other arrangements in writing. Right of way conveyances must be completed prior to OBLIGATION COMPLETION, unless PARTNERS mutually agree to other arrangements in writing.

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25. CALTRANS will negotiate the price or advertise, open bids, award, and approve the construction contracts in accordance with the California Public Contract Code and the California Labor Code. By accepting responsibility to award the construction contracts, CALTRANS also accepts responsibility to administer the construction contracts.
26. If the negotiated price, [or the lowest responsible construction contract bid if advertised,] is greater than the funding commitment to CONSTRUCTION CAPITAL, PARTNERS must agree in writing on a course of action within fifteen (15) working days. If no agreement is reached within fifteen (15) working days the IMPLEMENTING AGENCY shall not award the construction contract.
27. CALTRANS will implement changes to the construction contract through Change Orders. PARTNERS will review and concur on all Change Orders over \$50,000.
28. CALTRANS and the local agency having land use jurisdiction adjacent to the project limits will develop and execute a new or amended maintenance agreement prior to OBLIGATION COMPLETION.
29. Upon OBLIGATION COMPLETION, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the SHS within SHS right-of-way as part of WORK become the property of CALTRANS.

CALTRANS will not accept ownership or title to any materials or equipment constructed or installed outside the SHS right-of-way.

Schedule

30. PARTNERS will manage the schedule for OBLIGATIONS through the work plan included in the PROJECT MANAGEMENT PLAN.

Additional Provisions

31. PARTNERS will perform all OBLIGATIONS in accordance with federal and California laws, regulations, and standards; FHWA STANDARDS; and CALTRANS STANDARDS.
32. Each PARTNER will ensure that personnel participating in OBLIGATIONS are appropriately qualified or licensed to perform the tasks assigned to them.
33. PARTNERS will invite each other to participate in the selection of any consultants who participate in OBLIGATIONS.
34. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the PROJECT COMPONENT WORK.

35. If any PARTNER discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTNER will notify all PARTNERS within twenty-four (24) hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and a plan is approved for its removal or protection.
36. PARTNERS will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the PROJECT in confidence to the extent permitted by law and where applicable, the provisions of California Government Code section 6254.5(e) shall protect the confidentiality of such documents in the event that said documents are shared between PARTNERS.

PARTNERS will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the PROJECT without the written consent of the PARTNER authorized to release them, unless required or authorized to do so by law.

37. If a PARTNER receives a public records request pertaining to OBLIGATIONS, that PARTNER will notify PARTNERS within five (5) working days of receipt and make PARTNERS aware of any disclosed public documents. PARTNERS will consult with each other prior to the release of any public documents related to the PROJECT.
38. If HM-1 or HM-2 is found during a PROJECT COMPONENT, the IMPLEMENTING AGENCY for that PROJECT COMPONENT will immediately notify PARTNERS.
39. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing SHS right-of-way. CALTRANS will undertake, or cause to be undertaken, HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to the PROJECT schedule.

The cost for HM MANAGEMENT ACTIVITIES related to HM-1 found within the existing SHS right-of-way is not an OBLIGATIONS COST and CALTRANS will pay, or cause to be paid, all costs for HM-1 ACTIVITIES.

40. If HM-1 is found within the PROJECT limits and outside the existing SHS right-of-way, responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. AUTHORITY, in concert with the local agency having land use jurisdiction over the parcel(s), will ensure that HM MANAGEMENT ACTIVITIES related to HM-1 are undertaken with minimum impact to PROJECT schedule.

The costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within the PROJECT limits and outside the existing SHS right-of-way are not an OBLIGATIONS COST and will be the responsibility of the owner(s) of the parcel(s) where the HM-1 is located.

41. If HM-2 is found within the PROJECT limits, the public agency responsible for the advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM MANAGEMENT ACTIVITIES related to HM-2.
42. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.
43. The IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTNERS with written monthly progress reports during the implementation of OBLIGATIONS in that component.
44. Any PARTNER that is responsible for completing OBLIGATIONS will accept, reject, compromise, settle, or litigate claims arising from those OBLIGATIONS.
45. PARTNERS will confer on any claim that may affect OBLIGATIONS or PARTNERS' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTNER will prejudice the rights of another PARTNER until after PARTNERS confer on the claim.
46. If the PROJECT expends state or federal funds, each PARTNER will comply with the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTNERS will ensure that any for-profit party hired to participate in the OBLIGATIONS will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the PROJECT these principles and requirements apply to all funding types included in this AGREEMENT.
47. PARTNERS will maintain, and will ensure that any party hired by PARTNERS to participate in OBLIGATIONS will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.
48. PARTNERS will maintain and make available to each other all OBLIGATIONS-related documents, including financial data, during the term of this AGREEMENT.

 PARTNERS will retain all OBLIGATIONS-related records for three (3) years after the final voucher.
49. PARTNERS have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the state auditor, FHWA (if the PROJECT utilizes federal funds), and AUTHORITY will have access to all OBLIGATIONS-related records of each PARTNER, and any party hired by a PARTNER to participate in OBLIGATIONS, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. The auditing PARTNER will be permitted to make copies of any OBLIGATIONS-related records needed for the audit.

The audited PARTNER will review the draft audit, findings, and recommendations, and provide written comments within thirty (30) calendar days of receipt.

Upon completion of the final audit, PARTNERS have thirty (30) calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTNERS is subject to mediation. Mediation will follow the process described in the General Conditions section of this AGREEMENT.

50. If the PROJECT expends state or federal funds, each PARTNER will undergo an annual audit in accordance with the Single Audit Act and the federal Office of Management and Budget (OMB) Circular A-133.
51. If the PROJECT expends federal funds, any PARTNER that hires an A&E consultant to perform WORK on any part of the PROJECT will ensure that the procurement of the consultant and the consultant overhead costs are in accordance with Chapter 10 of the *Local Assistance Procedures Manual*.
52. If WORK stops for any reason, each PARTNER will continue to implement all of its applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, as they apply to each PARTNER's responsibilities in this AGREEMENT, in order to keep the PROJECT in environmental compliance until WORK resumes.
53. The cost of awards, judgments, or settlements generated by OBLIGATIONS is an OBLIGATIONS COST.
54. The cost of legal challenges to the environmental process or documentation is an OBLIGATIONS COSTS.
55. Fines, interest, or penalties levied against a PARTNER are not an OBLIGATIONS COST and will be paid, independent of OBLIGATIONS COST, by the PARTNER whose action or lack of action caused the levy.

56. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.
57. If the WORK is funded with state or federal funds, any PARTNER seeking CALTRANS reimbursement of indirect costs must submit an indirect cost rate proposal and central service cost allocation plan (if any) in accordance with 2 CFR, Part 200 and Chapter 5 of the Local Assistance Procedures Manual. These documents are to be submitted annually to Caltrans' Audits and Investigations for review and acceptance prior to CALTRANS' reimbursement of indirect costs.
58. If there are insufficient funds available in this AGREEMENT to place PROJECT right-of-way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY will fund these activities until such time as PARTNERS amend this AGREEMENT.

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

59. If there are insufficient funds in this AGREEMENT to implement applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTNER accepts responsibility to fund their respective OBLIGATIONS until such time as PARTNERS amend this AGREEMENT.

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

GENERAL CONDITIONS

60. PARTNERS understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTNER initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.
61. All CALTRANS' OBLIGATIONS under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.

62. Neither AUTHORITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless AUTHORITY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
63. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by AUTHORITY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon AUTHORITY under this AGREEMENT. It is understood and agreed that AUTHORITY, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by AUTHORITY, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
64. PARTNERS do not intend this AGREEMENT to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this AGREEMENT. PARTNERS do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling OBLIGATIONS different from the standards imposed by law.
65. PARTNERS will not assign or attempt to assign OBLIGATIONS to parties not signatory to this AGREEMENT without an amendment to this AGREEMENT.
66. AUTHORITY will not interpret any ambiguity contained in this AGREEMENT against CALTRANS. AUTHORITY waives the provisions of California Civil Code section 1654.

 A waiver of a PARTNER's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.
67. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.
68. If any PARTNER defaults in its OBLIGATIONS, a non-defaulting PARTNER will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTNER fails to do so, the non-defaulting PARTNER may initiate dispute resolution.

69. PARTNERS will first attempt to resolve AGREEMENT disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS district director and the executive officer of AUTHORITY will attempt to negotiate a resolution. If PARTNERS do not reach a resolution, PARTNERS' legal counsel will initiate mediation. PARTNERS agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTNERS from full and timely performance of OBLIGATIONS in accordance with the terms of this AGREEMENT. However, if any PARTNER stops fulfilling OBLIGATIONS, any other PARTNER may seek equitable relief to ensure that OBLIGATIONS continue.

Except for equitable relief, no PARTNER may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTNERS will file any civil complaints in the Superior Court of the county in which the CALTRANS district office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

70. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.
71. If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.
72. If during performance of WORK additional activities or environmental documentation is necessary to keep the PROJECT in environmental compliance, PARTNERS will amend this AGREEMENT to include completion of those additional tasks.
73. Except as otherwise provided in the AGREEMENT, PARTNERS will execute a formal written amendment if there are any changes to OBLIGATIONS.
74. When WORK performed on the PROJECT is done under contract and falls within the Labor Code section 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771, PARTNERS shall conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTNERS shall include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts. Work performed by a PARTNER's own employees is exempt from the Labor Code's Prevailing Wage requirements.

75. If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTNERS shall conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. § 276(a).

When applicable, PARTNERS shall include federal prevailing wage requirements in contracts for public work. WORK performed by a PARTNER's employees is exempt from federal prevailing wage requirements.

76. PARTNERS agree to sign a CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.
77. PARTNERS intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the OBLIGATIONS. The requirements of this AGREEMENT shall preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

DEFINITIONS

AGREEMENT – This agreement including any attachments, exhibits, and amendments.

CALTRANS STANDARDS – CALTRANS policies and procedures, including, but not limited to, the guidance provided in the Project Development Procedures Manual (PDPM) and the CALTRANS Workplan Standards Guide for the Delivery of Capital Projects (WSG) [which contains the CALTRANS Work Breakdown Structure (WBS) and was previously known as the WBS Guide] and is available at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.

CEQA (California Environmental Quality Act) – The act (California Public Resources Code, sections 21000 et seq.) that requires state and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those significant impacts, if feasible.

CFR (Code of Federal Regulations) – The general and permanent rules published in the Federal Register by the executive departments and agencies of the federal government.

CONSTRUCTION MANAGER - A partnership, corporation, or other legal entity that is able to provide appropriately licensed contracting and engineering services as needed pursuant to a Construction Manager/General Contractor method contract.

CONSTRUCTION MANAGER/GENERAL CONTRACTOR method - The project delivery method in which a construction manager is procured to provide preconstruction services during the design phase of the project and construction services during the construction phase of the project. The contract for construction services may be entered into at the same time as the contract for preconstruction services, or at a later time. The execution of the design and the construction of the project may be in sequential phases or concurrent phases

CONSTRUCTION – See PROJECT COMPONENT.

CONSTRUCTION CAPITAL – See PROJECT COMPONENT.

CONSTRUCTION SUPPORT – See PROJECT COMPONENT.

CLOSURE STATEMENT – A document signed by PARTNERS that verifies the completion of all OBLIGATIONS included in this AGREEMENT and in all amendments to this AGREEMENT.

DFM (Department Furnished Materials) – Construction materials or equipment supplied by CALTRANS. DFM was previously referred to as State Furnished Materials (SFM).

FHWA – Federal Highway Administration.

FHWA STANDARDS – FHWA regulations, policies and procedures, including, but not limited to, the guidance provided at www.fhwa.dot.gov/topics.htm.

FUNDING PARTNER – A PARTNER that commits funds in this AGREEMENT to fulfill OBLIGATIONS. A FUNDING PARTNER accepts the responsibility to provide the funds it commits in this Agreement.

FUNDING SUMMARY – An executed document that names FUNDING PARTNER(S), includes a FUNDING TABLE, SPENDING SUMMARY, deposit amounts, and invoicing and payment methods.

FUNDING TABLE – The table that designates funding sources, types of funds, and the PROJECT COMPONENT in which the funds are to be spent. Funds listed on the FUNDING TABLE are “not-to-exceed” amounts for each FUNDING PARTNER.

GAAP (Generally Accepted Accounting Principles) – Uniform minimum standards and guidelines for financial accounting and reporting issued by the Federal Accounting Standards Advisory Board that serve to achieve some level of standardization. See <http://www.fasab.gov/accepted.html>.

HM-1 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law whether it is disturbed by the PROJECT or not.

HM-2 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.

HM MANAGEMENT ACTIVITIES – Management activities related to either HM-1 or HM-2 including, without limitation, any necessary manifest requirements and disposal facility designations.

IMPLEMENTING AGENCY – The PARTNER responsible for managing the scope, cost, and schedule of a PROJECT COMPONENT to ensure the completion of that component.

NEPA (National Environmental Policy Act of 1969) – This federal act establishes a national policy for the environment and a process to disclose the adverse impacts of projects with a federal nexus.

OBLIGATIONS – All WORK responsibilities and their associated costs.

OBLIGATION COMPLETION – PARTNERS have fulfilled all OBLIGATIONS included in this AGREEMENT and have signed a CLOSURE STATEMENT.

OBLIGATIONS COST(S) – The cost(s) to complete the responsibilities assigned in this AGREEMENT. Costs that are specifically excluded in this AGREEMENT or that are not incurred in the performance of the responsibilities in this AGREEMENT are not OBLIGATIONS COSTS.

OBLIGATIONS COSTS are to be paid from the funds shown in the FUNDING SUMMARY. Costs that are not OBLIGATIONS COSTS are to be paid by the PARTNER that incurs the cost from funds that are outside the scope of this AGREEMENT.

PARTNER – Any individual signatory PARTNER to this AGREEMENT.

PARTNERS – The term that collectively references all of the signatory agencies to this AGREEMENT. This term only describes the relationship between these agencies to work together to achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one PARTNER’s individual actions legally bind the other PARTNER.

PROJECT COMPONENT – A distinct portion of the planning and project development process of a capital project as outlined in California Government Code, section 14529(b).

- PID (Project Initiation Document) – The work required to deliver the project initiation document for the PROJECT in accordance with CALTRANS STANDARDS.
- PA&ED (Project Approval and Environmental Document) – The work required to deliver the project approval and environmental documentation for the PROJECT in accordance with CALTRANS STANDARDS.
- PS&E (Plans, Specifications, and Estimate) – The work required to deliver the plans, specifications, and estimate for the PROJECT in accordance with CALTRANS STANDARDS.
- R/W (Right of Way) – The project components for the purpose of acquiring real property interests for the PROJECT in accordance with CALTRANS STANDARDS.
 - R/W (Right of Way) SUPPORT – The work required to obtain all property interests for the PROJECT.
 - R/W (Right of Way) CAPITAL – The funds for acquisition of property rights for the PROJECT.
- CONSTRUCTION – The project components for the purpose of completing the construction of the PROJECT in accordance with CALTRANS STANDARDS.
 - CONSTRUCTION SUPPORT – The work required for the administration, acceptance, and final documentation of the construction contract for the PROJECT.
 - CONSTRUCTION CAPITAL – The funds for the construction contract.

PROJECT MANAGEMENT PLAN – A group of documents used to guide the PROJECT’s execution and control throughout that project’s lifecycle.

QMP (Quality Management Plan) – An integral part of the PROJECT MANAGEMENT PLAN that describes IMPLEMENTING AGENCY’s quality policy and how it will be used.

SHS (State Highway System) – All highways, right-of-way, and related facilities acquired, laid out, constructed, improved, or maintained as a state highway pursuant to constitutional or legislative authorization.

SPENDING SUMMARY – A table that identifies the funds available for expenditure by each PARTNER. The table shows the maximum reimbursable expenditure for each PARTNER in each PROJECT COMPONENT.

SPONSOR – Any PARTNER that accepts the responsibility to establish scope of the PROJECT and the obligation to secure financial resources to fund the PROJECT COMPONENTS in this AGREEMENT. A SPONSOR is responsible for adjusting the PROJECT scope to match committed funds or securing additional funds to fully fund the PROJECT COMPONENTS in this AGREEMENT. If this AGREEMENT has more than one SPONSOR, funding adjustments will be made by percentage (as outlined in Responsibilities). Scope adjustments must be developed through the project development process and must be approved by CALTRANS as the owner/operator of the SHS.

WORK – All efforts to complete the OBLIGATIONS included in this AGREEMENT as described by the activities in the CALTRANS Workplan Standards Guide for the Delivery of Capital Projects (WSG).

SIGNATURES

PARTNERS are empowered by California Streets and Highways Code section 114 and 130 to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

Signatories may execute this AGREEMENT through individual signature pages provided that each signature is an original. This AGREEMENT is not fully executed until all original signatures are attached.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

John Bulinski
District Director

Certified as to funds:

Lisa Pacheco
District Budget Manager

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

Robert L. Lovingood
Board President

Attest:

Vicki Watson
Board Secretary

Approved as to form and procedure:

Eileen Monaghan Teichert
General Counsel

Attachment: 15-1001294 Caltrans Agreement Draft [Revision 3] (2096 : I-215 Barton Construction Agreement with Caltrans)

FUNDING SUMMARY

<u>FUNDING TABLE</u>					
<u>IMPLEMENTING AGENCY</u>			<u>CALTRANS</u>		
Source	FUNDING PARTNER	Fund Type	CONST. SUPPORT	CONST. CAPITAL	Totals
Federal	AUTHORITY	STPL *	4,605,840	6,026,160	10,632,000
Federal	AUTHORITY	EARREPU *	1,710,000	0	1,710,000
Local	AUTHORITY	Measure	75,000	47,340,840	47,415,840
Totals			6,390,840	53,367,000	59,757,840

* \$1,415,627 of Toll Credit to match STPL and EARREPU

<u>SPENDING SUMMARY</u>					
Fund Type	CONST. SUPPORT		CONST. CAPITAL		Totals
	<u>CALTRANS</u>	AUTHORITY	<u>CALTRANS</u>	DFM CALTRANS	
Federal Funds					
STPL	4,605,840	0	6,026,160	0	10,632,000
IMD	1,710,000	0	0	0	1,710,000
Local Funds					
Measure	0	75,000	46,990,840	350,000	47,415,840
Totals	6,315,840	75,000	53,017,000	350,000	59,757,840

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Funding

1. In accordance with the Caltrans Federal-Aid Project Funding Guidelines, PARTNERS must obtain approval from the Federal Highway Administration prior to any PROJECT funding changes that that will change the federal share of funds.

Invoicing and Payment

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

CONSTRUCTION SUPPORT

6. No invoicing or reimbursement will occur for the CONSTRUCTION SUPPORT PROJECT COMPONENT.
7. CALTRANS will use sequential reimbursement rather than proportional, with the EARREPU funds used first and STPL funds used second.

CONSTRUCTION CAPITAL

8. CALTRANS will invoice AUTHORITY for a \$500,000 initial deposit after execution of this AGREEMENT and forty-five (45) working days prior to the commencement of

CONSTRUCTION CAPITAL expenditures. This deposit represents one (1) months' estimated costs.

Thereafter, CALTRANS will invoice and AUTHORITY will reimburse for actual costs.

Department Furnished Materials (DFM)

9. CALTRANS will invoice AUTHORITY for a \$50,000 initial deposit after execution of this AGREEMENT. This deposit represents one (1) months' estimated costs.

Thereafter, CALTRANS will invoice and AUTHORITY will reimburse for actual costs.

Signatures

PARTNERS are empowered by California Streets and Highways Code sections 114 and 130 to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this FUNDING SUMMARY on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this FUNDING SUMMARY.

Signatories may execute this FUNDING SUMMARY through individual signature pages provided that each signature is an original. This FUNDING SUMMARY is not fully executed until all original signatures are attached.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

John Bulinski
District Director

Date _____

Robert L. Lovingood
Board President

Date _____

District Budget Manager

HQ Accounting

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Minute Action

AGENDA ITEM: 9

Date: *November 10, 2016*

Subject:

Valley Freeway Interchange Phasing Program

Recommendation:

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

- A. Update Policy 40005 to incorporate the Valley Interchange Phasing Program.
- B. Authorize the inclusion of up to \$35,000,000 in the Ten-Year Delivery Plan for implementation of the Valley Interchange Phasing Program.

Background:

The SANBAG Board directed staff to initiate an interchange phasing analysis on December 5, 2012. The Board broadened this initiative on March 5, 2014 by directing “staff to proceed with analysis of interchange priorities for the valley subarea consistent with the direction provided by the SANBAG Board on November 30, 2010 and in conjunction with the interchange phasing analysis...”. The overall goal of phasing and cost-reduction efforts is to stretch interchange dollars across as many interchanges as possible in an effort to derive the greatest benefit to Valley jurisdictions from the available interchange funds.

On November 4, 2015 the SANBAG Board directed staff to implement a Phasing Program within the Valley Freeway Interchange Program. In addition, staff was directed to develop revisions to Measure I Strategic Plan Policy 40005 for consideration by the SANBAG Board. While it is premature to develop a specific sequencing plan associated with delivery of valley interchange phases, a financial plan has been developed that will be incorporated into the 2016 Ten-Year Delivery Plan to support the implementation of the Phasing Program. To implement the Phasing Program, the 2016 Ten-Year Delivery Plan will include up to \$35,000,000 of Valley Freeway Interchange Program funds.

Historical Interchange Program Background

The Freeway Interchange Program was established as one of the Valley subarea programs in Measure I 2010-2040, passed by the voters of San Bernardino County in 2004. The extension of Measure I, and its associated programs, went into effect on April 1, 2010. The Valley Interchange Program is to receive 11 percent of Valley subarea Measure I revenue with additional contributions from new development and other State and federal revenues as indicated by the Measure I 2010-2040 Expenditure Plan.

The Measure I 2010-2040 Expenditure Plan, as included in the ballot measure, forecast that almost \$500 million in Measure I revenue, in 2004 dollars, would be available to the Valley

Entity: CTA

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Interchange Program. Together with contributions from new development of \$333 million and \$32 million in State/Federal revenues, the program was projected to receive approximately \$860 million over the 30-year life of the Measure. The revenue estimates were stated as not binding or controlling. Exhibit D2 of the Expenditure Plan listed 31 interchanges under the heading “Improvements including but not limited to.” The text of the Expenditure Plan stated that these were “projects to be constructed with Freeway Interchange Projects funds” and that geographic equity was to be taken into account. The original Exhibit D2 from the Expenditure Plan is provided below:

Freeway Interchange Projects	Amount
<i>Improvements including but not limited to:</i>	
<i>I-10 Interchanges at Monte Vista, Grove/Fourth St, Vineyard, Cherry, Citrus, Cedar, Riverside, Mt. Vernon, Tippecanoe, Mountain View, California, Alabama, Wabash, Live Oak Canyon, Wildwood Canyon</i>	
<i>I-15 Interchanges at 6th St/Arrow, Baseline, Duncan Canyon, Sierra</i>	
<i>SR-60 Interchanges at Ramona, Central, Mountain, Grove, Vineyard</i>	
<i>I-215 Interchanges at University Parkway and Palm</i>	
<i>SR-30/210 Interchanges at Waterman, Del Rosa, Highland, 5th St, and Baseline</i>	
Freeway Interchange Projects Measure “I” Revenue	\$ 497 Million
State and Federal Revenues	\$ 32 Million
Contribution from New Development	<u>\$ 333 Million</u>
Total Interchange Projects Revenues	<u>\$ 862 Million</u>

The SANBAG Development Mitigation Nexus Study was prepared in conjunction with local jurisdictions to define a program of interchange, railroad grade separation and arterial improvements that would serve as a pool of projects on which Measure I, State/Federal and development dollars could be expended. When the Nexus Study was first adopted by the SANBAG Board in October 2005, the interchange portion of the Nexus Study consisted of \$910 million in projected costs for 38 interchanges in the Valley. This included the 31 interchanges listed in the Expenditure Plan plus seven additional interchanges identified during the Nexus Study development. Jurisdictions were provided an opportunity to list interchanges in the Nexus Study even though they may not have been listed in the original Expenditure Plan, with the understanding that the local share would have to be added to their fee programs. At the time, full funding of the Valley Interchange Program seemed to be within reach, even with relatively conservative assumptions on State and Federal revenue (less than 5 percent of the program).

Since then, the Valley Interchange Program has experienced significant increases in cost estimates and significant reductions in the forecasts of Measure I revenues. The increases in the Caltrans Construction Cost Index for 2004 and 2005 were 45.5 percent and 24.1 percent, respectively, or about 80 percent combined. The impact of these cost increases was seen in the cost estimates for all programs in the Measure I Strategic Plan, including the Valley Interchange Program. Even though construction costs have declined in the last several years, this reduction constitutes only a portion of the earlier increase. Further definition of interchange project scope and associated cost estimates added to the overall cost of the interchange program. The 2013 update of the Development Mitigation Nexus Study indicated estimated costs for the full Valley interchange program at \$1.96 billion. Some of this change is a result of having additional information on interchange concepts, and all of the increase cannot be attributed to cost inflation alone.

At the same time, Measure I revenue saw a dramatic decline, from \$148 million per year in Fiscal Year (FY) 2006/2007 to \$106 million in FY 2009-2010, representing a reduction of almost 30 percent from the peak. Although Measure I revenue has recovered to approximately \$150 million in FY 2014-2015, the downturn in existing revenue has had a ripple effect on the forecast for Measure I revenue over the next 27 years. The 2014 update of the Measure I

Ten-Year Delivery Plan suggests that the total Measure I revenue will be in the range of \$5.2 billion in 2013 dollars. This compares to the original expenditure plan forecast of \$6 billion in 2004 dollars. The forecast had been as high as \$8 billion when the SANBAG Board approved a revenue estimate in 2006 for purposes of preparing the Measure I Strategic Plan.

Despite the challenging financial environment described above, much has already been accomplished within the first several years of Measure I 2010-2040, attributable to the initiative of local governments and ability to capitalize on an infusion of State Proposition 1B revenues. Improvements on ten of the Valley interchanges in the Measure I Interchange Priority list have either already been constructed or are under construction and project development is underway for 11 more. This progress is a credit to jurisdictions that took the initiative to begin project development well prior to the initiation of Measure I 2010-2040. This includes projects constructed under the Project Advancement Process which provided local jurisdictions the ability to build projects with the expectation of public share reimbursement in advance of Measure I 2010-2040 going into effect so long as they initiated construction no later than January 31, 2010. The following Valley interchanges have been completed or are currently in construction:

- I-10/Live Oak (complete)
- I-10/Tippecanoe/Anderson Avenues (Phase I open to traffic, Phase II under construction)
- I-10/Riverside Avenue Phase I (complete)
- I-10/Pepper Avenue Phase I (complete)
- I-10/Citrus Avenue (open to traffic)
- I-10/Cherry Avenue (open to traffic)
- I-15/Base Line Road (in construction)
- I-15/Duncan Canyon Road (in construction)
- I-15/Sierra Avenue (phased improvement completed)
- SR-60/Euclid Avenue eastbound ramps (completed as a phased improvement)

In addition, the following projects are in the development stage. Although these interchanges were not included in the scope of the SANBAG Board's phasing analysis, cost reductions are still being sought when those opportunities arise. This could include modifications of any original interchange concept that is in the interest of the overall interchange program. This will be referred to as project "re-scoping," and any such proposals are being thoroughly discussed with the local jurisdictions involved. The intent is to obtain maximum benefit from the available Measure I dollars. All of these interchanges are included in the SANBAG 2014 Ten-Year Delivery Plan.

- I-10/Cedar Avenue
 - Environmentally cleared in early 2014
 - Contract with Caltrans for design initiated in 2015
 - Right-of-way acquisition anticipated to begin in 2016
 - Construction anticipated to begin in 2019
- SR-210/Baseline
 - Currently being cleared environmentally with SR-210 mainline project
 - Construction anticipated to begin in early 2017
- SR-60/Central Avenue
 - Environmental process initiated in late 2014
 - Construction anticipated to begin in early 2018
- I-10/University Avenue
 - Environmental process initiated in mid-2014

- Construction anticipated to begin in early 2018
- I-215/University Avenue
 - Currently re-evaluating interchange concepts
 - City expected to complete Project Study Report in early 2017
 - Environmental process initiated in mid-2016
 - Construction anticipated to begin in mid-2018
- I-10/Alabama Street
 - It has been recently determined that this interchange can proceed as an independent project, as reconstruction is not required as part of the I-10 widening
 - Construction anticipated to begin in early 2019
- I-10/Mount Vernon Avenue
 - Currently re-evaluating interchange concepts
 - Project Study Report initiated in 2016
 - Construction anticipated to begin in early 2020
- SR-60/Archibald Avenue
 - Environmental process initiated in early 2015
- I-10/Monte Vista Avenue
 - Improvements anticipated to occur in conjunction with I-10 mainline project
 - Construction anticipated to begin in early 2019
- I-10/Euclid Avenue
 - Improvements anticipated to occur in conjunction with I-10 mainline project
 - Construction anticipated to begin in early 2019
- I-10/Pepper Avenue Phase II
 - Currently in design
 - Construction initiated in 2016
- I-10/Riverside Avenue Phase II
 - Currently being developed by the City of Rialto
 - Construction anticipated to begin in early 2018

Progress on interchanges is in contrast to the first Measure I, in which only one existing interchange was reconstructed as a stand-alone project using Measure I funds: I-10/Sierra Avenue in Fontana. Additional interchanges were built/reconstructed along with mainline improvements on I-10, SR-60, SR-71, and SR-210.

Local jurisdictions may also develop and construct projects, under certain circumstances, through the Advance Expenditure Program. This program was initiated with the adoption of the Measure I Strategic Plan in April 2009. In November 2010, the SANBAG Board approved a revision of Policy 40002 that implemented a tiered approach to eligibility for Valley Interchange Advance Expenditure Agreements, providing a commitment of future Measure I Interchange Program fund reimbursement even though such funds are not currently available. This resulted in three tiers with approximately ten interchange projects in each tier. Tier 1 includes the top ten interchanges, Tier 2 includes priority projects 11-20 and Tier 3 includes the remaining interchanges of priority 21 or lower. At this time the SANBAG Board has approved three Advance Expenditure Agreements for Valley Interchange projects (SR-60/Euclid, I-15/Baseline and I-15/Sierra). Tier 3 projects are not eligible for Advance Expenditure Agreements according to current SANBAG policy.

Financial Background

Financial projections indicate that Measure I revenue available for the Interchange Program will be insufficient to fully fund the public share for all the Valley interchanges listed in the Development Mitigation Nexus Study. The 2014 Ten-Year Delivery Plan shows \$235 million of Valley interchange funds (in escalated dollars, or roughly \$200 million in 2013 dollars) and \$184 million of State and federal funds being used to complete projects through priority number 10, plus I-10/Pepper and I-10/Riverside Phase 2. The difference in the State and federal funding level from the Expenditure Plan is primarily due to State Proposition 1B funding and unplanned Highway Bridge Program funding. Taking into account the cost of bonding, it is estimated approximately \$130 million of Measure I funds (in 2014 dollars) will be available for additional interchange improvements on the priority list, or in the range of \$200 million when considering local shares. Although this is considerably less than the remaining Measure I interchange need, it is still a substantial sum. The Phasing Program would facilitate the partial construction of many of the interchanges on the list through:

- Phasing of the most cost-effective improvements at the earliest reasonable dates.
- Re-scoping of some of the projects to minimize costs while maximizing the benefit.
- Continued pursuit of state and federal funds that are appropriate for use on interchange projects.

Phasing Approach

A phasing approach has been explored to determine if and how Measure I dollars could be stretched across a broader cross-section of Valley interchanges. This may be a way to derive maximum public benefit from the limited Measure I dollars available for the Valley Interchange Program. A phasing strategy would target improvements for the most congested ramps or nearby intersections, where feasible, with the ultimate interchange reconstruction deferred for some of the interchanges. Meetings were held with local jurisdictions to discuss operational issues associated with many of the interchanges evaluated as part of the phasing analysis. An incremental approach was taken to evaluate potential interchange phased improvements. The incremental approach consisted of identification of specific interchange deficiencies and independently evaluating targeted improvements that could be considered for phased implementation.

Based on the analysis, an interchange phasing approach seems feasible from a technical perspective. Potential interim improvements have been identified for most of the existing interchanges outside the top ten where significant queuing is experienced during the morning or evening peak periods. These improvements have been evaluated from a traffic operations perspective, operational benefits for the improvements have been quantified and planning level costs associated with potential phased improvements have been evaluated. The cost of all of the potential interchange phases combined is approximately \$59 million. The SANBAG share of these costs may be in the range of \$30-35 million. SANBAG staff's estimate of uncommitted Measure I revenue through 2040 for the Valley Freeway Interchange Program is \$134 million (in 2014 dollars). Thus, only about 25 percent of the projected funding would be needed for the phasing program. However, the total funding need for the full interchange program still substantially exceeds the projected revenue. While the Phasing Program would not be limited to the improvements identified in the initial analysis, it is unlikely that all potential phases identified would be implemented.

Meetings with local jurisdictions following the action by the SANBAG Board in November 2015 to develop a phasing implementation plan resulted in the following key findings:

- Local jurisdictions support implementation of an interchange phasing program.
- It is premature to define phased project sequencing and a financial plan in advance of obtaining further information on the specifics of a phasing program.
- Phasing program should be independent of the ultimate interchange reprioritization.
- A loan program is necessary to cover local share of phases.
- Potentially eligible phases should not be limited to those identified during the initial screening.
- Phases should not be prioritized or ranked.
- Support exists for first-come/first-served basis for program participation.
- Amount of funding allocated to phasing program should be defined.
- Support exists for SANBAG leading phased project delivery.
- Local jurisdictions are cautious about using planning level cost estimates from highly conceptual plans to define phase costs, more detailed engineering/design is necessary.
- Support exists to allow for partial implementation of new interchanges.
- Concern exists regarding ability to obtain local share from minority partners.

The following outlines the parameters of the Phasing Program and served as the basis for the revised policy 40005, included as Attachment A.

- A. Implement a Phasing Program within the Valley Freeway Interchange Program in collaboration with local jurisdictions and Caltrans.
- B. Allocate up to \$35 million in Measure I Valley Freeway Interchange Program funds to the Valley Freeway Interchange Phasing Program. Allocated funding will be included in the most current version of the Ten-Year Delivery Plan.
- C. Provision of first-come/first-served for allocation of Phasing Program funds.
- D. Local jurisdictions must initiate project development in the Phasing Program through a letter to the SANBAG Executive Director. Formal request letters are necessary so that SANBAG can initiate the required agreements, identify resources and initiate the budgeting of funds.
- E. Project management responsibilities for phased projects will be consistent with policies VFI-32, VFI-33 and VFI-34.
- F. SANBAG will initiate the development of a cooperative agreement delineating parties' responsibilities with regard to funding and project delivery.
- G. The cost of phased improvements may vary from planning-level costs in the Ten-Year Delivery Plan. The agreement will contain provisions that if costs for a phased improvement increase significantly, the parties reserve the right to make changes in the scope, delay the project, or reconsider the project.
- H. Local jurisdictions maintain requirement to fund their local share of phased interchange improvements.
- I. Availability of a Measure I loan program to support local share.

- J. Eligibility of phases not limited to those improvements identified in preliminary study of Phasing Program. The phases that have been identified during preliminary studies through collaboration with local jurisdictions that will initially be included within the Phasing Program as defined in the Ten-Year Delivery Plan are identified in Table 1. However, eligibility of phases must satisfy the following criteria:
- Focus on lower-cost projects (i.e. with a total phase cost of less than \$10 million) that address an existing congestion problem and/or provide capacity to accommodate future growth.
 - Phases must be part of an ultimate interchange concept and not result in excessive “throw-away” costs.
 - Recently improved interchanges (ultimate improvements) would not be considered, nor interchanges currently under construction.
- K. Implementation of a phased improvement will not impact the priority associated with the ultimate interchange improvement until a subsequent evaluation of interchange priority occurs.

Table 1 - Phasing Program Improvements

Phase Code	Phase Improvement	Phase Planning Cost Estimate (in \$2015 millions)	2015 Strategic Plan Nexus Study	
			Full Interchange Cost (\$million)	Fair Share %
SR-60/Grove-A	Widen eastbound off-ramp	\$0.67	\$50.81	48.3%
SR-60/Mountain-B	Add southbound right turn lane at westbound ramps	\$0.33	\$15.00	46.2%
SR-60/Grove-B	Widen westbound off-ramp	\$0.67	50.81	48.3%
I-215/Palm-A	Widen northbound right turn ramp	\$0.40	\$11.60	15.8%
SR-210/Waterman-C	Restripe southbound at eastbound ramp & widen eastbound ramp	\$1.05	\$53.80	18.2%
SR-210/Del Rosa-B	Widen eastbound off-ramp	\$0.95	\$38.00	32.8%
SR-60/Mountain-A	Widen westbound off-ramp	\$0.67	\$15.00	46.2%
SR-210/Waterman-A	Add right turn to eastbound off-ramp	\$1.71	\$53.80	18.2%
I-10/Mountain View-B	Widen eastbound off-ramp	\$1.43	\$24.46	37.8%
I-10/Wildwood*	Construct partial interchange, remove rest stop	\$3.00	\$35.00	50.0%
I-10/Mountain View-A	Add side-by-side single left turn lanes	\$1.81	\$24.46	37.8%
I-10/California	Widen eastbound off-ramp	\$0.95	\$44.53	47.8%
SR-60/Euclid-A	Widen eastbound off-ramp	\$0.69	\$6.00	44.5%
SR-210/Del Rosa-A	Dual northbound left turn & widen westbound on-ramp & widen Del Rosa between Date & eastbound ramps	\$2.85	\$38.00	32.8%
SR-60/Ramona-A	Widen eastbound off-ramp	\$0.57	\$30.24	31.3%
SR-60/Grove-C	Northbound & southbound dual left turn lanes	\$7.55	\$50.81	48.3%
I-10/Euclid	Median southbound left turn (& restripe eastbound off-ramp)	\$2.59	\$9.03	17.4%
SR-60/Vineyard-A	Widen eastbound off-ramp	\$0.76	\$50.81	60.3%
SR-60/Vineyard-B	Widen westbound off-ramp	\$0.76	\$50.81	60.3%
I-215/Palm-B	Add westbound left turn pocket	\$1.43	\$11.60	15.8%
SR-210/5th-B	Improve westbound between northbound & southbound intersections	\$2.47	\$8.00	41.9%
SR-210/ Waterman-B	Add 2 nd southbound right turn on	\$1.81	\$53.80	18.2%

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	Waterman approaching 30 th			
SR-60/Euclid-B	Add northbound dual left turn at westbound ramps & northbound thru lane at eastbound ramps	\$5.12	\$6.00	44.5%
SR-210/5th-A	Widen northbound off-ramp	\$1.71	\$8.00	41.9%
SR-60/Euclid-C	Add southbound dual left turn at eastbound ramps	\$4.27	\$6.00	44.5%
SR-60/Ramona-B	Add northbound left turn at westbound on-ramp	\$4.37	\$30.24	31.3%
SR-60 Vineyard-C	Northbound & southbound dual left turns	\$8.08	\$50.81	60.3%
Total		\$58.63	\$370	

Note: * Contingent upon Caltrans and FHWA acceptance for phasing of new interchange

Financial Impact:

This item imposes no impact on the Fiscal Year 2016/2017 budget.

Reviewed By:

The information in this item has been shared with the Transportation Technical Advisory Committee and the Ad-Hoc City-County Manager Technical Advisory Committee on several occasions.

Responsible Staff:

Timothy Byrne, Chief of Planning

Approved
Board of Directors Metro Valley Study Session
Date: November 10, 2016

Witnessed By:

San Bernardino Associated Governments	Policy	40005
Adopted by the Board of Directors April 1, 2009	Revised	2/5/14
Valley Freeway Interchange (VFI) Program Measure I 2010-2040 Strategic Plan	Revision No.	3

Important Notice: A hardcopy of this document may not be the document currently in effect. The current version is always the version on the SANBAG website.

Table of Contents
Purpose References Definitions Policies for Valley Freeway Interchange Program Revision History

I. PURPOSE

The purpose of this policy is to delineate the requirements for administration of the Valley Freeway Interchange Program for Measure I 2010-2040. The policy establishes the funding allocation process, reimbursement mechanisms, project eligibility and prioritization, limitations on eligible expenditures, the role of SANBAG in project delivery, and cost overrun responsibilities.

II. REFERENCES

Ordinance No. 04-01 of the San Bernardino County Transportation Authority, Exhibit A – Transportation Expenditure Plan

III. DEFINITIONS

Capital Projects Need Analysis (CPNA) – A five-year plan of capital project needs for each program included in the San Bernardino Valley Expenditure Plan. The CPNA includes estimates of project costs to be incurred by funding type, fiscal year, and phase for the five year period following the beginning of the subsequent fiscal year.

Development Share– The percentage share of total project cost assigned as the development contribution percentage as listed in the SANBAG Nexus Study.

Public Share – The share of project cost calculated as the total cost of the project minus the developer share.

Sponsoring Agency – The jurisdiction with the majority share development mitigation responsibility for projects included in the SANBAG Development Mitigation Nexus Study.

IV. POLICIES FOR THE VALLEY FREEWAY INTERCHANGE PROGRAM

A. Allocation of Measure I 2010-2040 Funding

Policy VFI-1: Initiation of project development work on freeway interchange projects shall be the responsibility of local jurisdictions, with the exception that project development work on interchange improvements required to enable the construction of freeway mainline projects may be initiated by SANBAG at the discretion of the Board of Directors.

Policy VFI-2: The SANBAG Board of Directors shall allocate funding to specific Valley Freeway Interchange projects as nominated by sponsoring member agencies through their five-year Capital Projects Need Analysis (CPNA). If nominations exceed the available funding, SANBAG shall allocate funds to sponsors of the nominated projects in order of project priority assigned through a prioritization methodology approved by SANBAG as documented in the Strategic Plan. Fund allocation shall anticipate the Measure I public share costs for subsequent years of a project so that the intent of Policy VFI-3 can be achieved. Funding for initial phases of projects of lesser priority may be deferred depending on the outcome of the annual cash flow analysis. Full funding of the higher priority projects through construction shall be given priority, even if the nominations are less than available funding for any given year.

Policy VFI-3: Allocations to a Valley Freeway Interchange project shall be limited to the current phase of the project. However, an allocation of funds to the Project Approval and Environmental

Attachment: Policy40005Update-ICPhasing-110116 (3005 : Interchange Phasing Policy)

Documentation (PA&ED) phase or to a subsequent phase prior to construction shall represent a commitment by SANBAG to timely funding of the public share of the project through construction, subject to the availability of Measure I, State, and federal funds.

B. Cost Reimbursement

Policy VFI-4: The Valley Freeway Interchange Program shall be administered as a cost reimbursement program. Sponsoring agencies shall enter into Project Funding Agreements with SANBAG, as specified in Policy 40001, prior to receiving authorization from SANBAG to expend funds. Following the authorization to expend funds, the sponsoring agency may incur expenses for the components of the project identified in the scope of work included in the Project Funding Agreement.

Policy VFI-5: On an exception basis and subject to SANBAG Board approval, the advanced reimbursement of anticipated expenses may be permissible. Only the right-of-way and construction phases are eligible and are subject to the conditions stated below.

- Right-of-way: Only right-of-way transactions in excess of \$500,000 shall be considered for advance reimbursement. The advanced reimbursement shall be based on an accepted written appraisal or sales contract. Adjustments to this estimate based on actual costs shall be reconciled with SANBAG within 30 days of close of escrow and subject to the provisions governing right-of-way purchase established in Policy VFI-30.
- Construction: The advanced reimbursement shall be based on an awarded construction contract in excess of \$10,000,000. The amount to be advanced to the local jurisdiction shall not be greater than 10% of the public share of total project cost or of three months estimated peak burn rate for the project, whichever is less. The advanced reimbursement shall be used to help provide liquidity to the local jurisdiction for payment to the contractor and shall be reconciled at the end of the construction phase of the project. SANBAG shall reimburse jurisdiction invoices, in addition to the advanced reimbursement amount, until the public share amount remaining in the contract is equivalent to the advanced reimbursement, after which the advanced reimbursement shall satisfy SANBAG reimbursement requirements.

C. Sponsoring Agency Reimbursement Invoices

Policy VFI-6: Sponsoring agencies shall submit invoices to SANBAG for actual expenditures incurred for components of an interchange project as identified in the scope of work included in the Project Funding Agreement. Invoices may be submitted to SANBAG as frequently as monthly.

Policy VFI-7: The sponsoring agency shall provide adequate documentation to substantiate the costs included in the invoice. At a minimum, the sponsoring agency must submit the invoice provided by the contractor/consultant to the agency, which shall include unit costs, quantities, labor rates and adequate documentation of any other expenses incurred by the contractor/consultant.

Policy VFI-8: The sponsoring agency shall be reimbursed for the actual project costs minus the development share documented in the SANBAG Development Mitigation Nexus Study.

D. Local Lead Agency Reimbursement Schedule

Policy VFI-9: SANBAG shall reimburse the local lead agency for eligible expenditures within 30 days of receiving a complete and satisfactory invoice package, which shall include all backup and support materials required to substantiate the invoice as identified in Policy VFI-7.

E. Valley Freeway Interchange Program Eligible Projects

Policy VFI-10: Valley freeway interchanges included within the SANBAG Development Mitigation Nexus Study, as periodically updated, are the only freeway interchange projects eligible to be funded by the Valley Freeway Interchange Program.

Policy VFI-11: The SANBAG Development Mitigation Nexus Study shall calculate and document the public and development share costs for each eligible interchange as well as the local jurisdiction responsibility for development share costs.

Policy VFI-12: No new project shall be added to the Valley Freeway Interchange Project List included in the Nexus Study unless the sponsoring agency can provide a comparable reduction in the public share cost, either by eliminating another interchange of comparable cost or increasing the local jurisdiction's development share contribution so as to avoid a net increase in public share cost. Written agreement to withdraw the interchange shall be obtained from the elected body for any minority share jurisdiction and shall be presented to SANBAG prior to Board action.

F. Valley Freeway Interchange Prioritization

Policy VFI-13: Within the Valley Freeway Interchange Program, projects needed to facilitate delivery of the San Bernardino Valley Freeway Program shall receive priority over the other eligible freeway interchange projects and may be initiated at the discretion of SANBAG. Initiation of an interchange project by SANBAG shall not waive any requirements for local jurisdictions to provide the development share of the project cost. However, SANBAG shall work with the responsible jurisdiction(s) on such projects to transact a loan for the fair share amount or negotiate other payment terms that will allow for reimbursement of the fair share amount to SANBAG over a mutually agreeable timeframe.

Policy VFI-14: Following allocations to interchanges pursuant to Policy VFI-13, Valley Freeway Interchange Program funding shall be allocated to projects nominated by sponsoring agencies according to a prioritization list approved by the SANBAG Board, and included for reference in Section IV.B.5 of the Strategic Plan.

Policy VFI-15: The Valley Freeway Interchange Program prioritization shall be based on a benefit/cost methodology and may also include consideration of congestion on the freeway mainline caused by deficiencies at the interchange. The prioritization list shall be considered for updates in conjunction with the reviews of the Expenditure Plan required in Section XIV. EXPENDITURE PLAN AMENDMENTS of the Measure I 2010-2040 ordinance. However, the SANBAG Board of Directors may request a re-evaluation of the prioritization list at any time.

Policy VFI-16: Project initiation shall be the responsibility of a local sponsoring jurisdiction, unless otherwise directed by the SANBAG Board pursuant to Policy VFI-13. Nominations by sponsoring jurisdictions occur through inclusion of the candidate project in the sponsor's CPNA for the year of the requested allocation.

Policy VFI-17: A sponsoring jurisdiction may begin expenditure of funds following the execution of a Project Funding Agreement, which shall include the scope of work for a project or project phase and a commitment to provide the development share of the funding through all the phases of the project, pursuant to the Development Mitigation Cooperative Agreement required by Policy VFI-21. The Project Funding Agreement shall be executed by the sponsoring agency and SANBAG prior to the expenditure of funds on any phase of the project. Sponsoring agencies shall not be reimbursed for any costs incurred prior to the execution of the Project Funding Agreement.

Policy VFI-18: Sponsoring agencies that desire to deliver a Valley Freeway Interchange Program project to which funds cannot be allocated in a given year shall be eligible for reimbursement through the Advance Expenditure process outlined in Policy 40002.

G. Development Mitigation Fair Share Contributions

Policy VFI-19: Funds allocated by SANBAG to any phase of a Valley Freeway Interchange project shall be matched by development contributions in accordance with the minimum development contribution percentages identified in the SANBAG Nexus Study.

Policy VFI-20: The sponsoring agency is responsible for coordination of all minority share development mitigation contributions identified in the SANBAG Development Mitigation Nexus Study.

Policy VFI-21: No allocation of funding by SANBAG to a Valley Freeway Interchange project shall occur prior to execution of the Development Mitigation Cooperative Agreement among all development mitigation contributors identified in the SANBAG Nexus Study or commitment by the sponsoring agency to provide the minimum development share.

Policy VFI-22: A Development Mitigation Cooperative Agreement shall be approved by all jurisdictions with funding responsibility for an interchange project as identified in the Nexus Study. The Development Mitigation Cooperative Agreement provides a guarantee of the development mitigation contributions required by the Nexus Study. The cooperative agreement shall be submitted with the sponsoring agency's five-year CPNA for any Valley Freeway Interchange project included in the first year (year 1) of the CPNA. These agreements shall be approved by each jurisdiction's city council and, where applicable, the County Board of Supervisors. Where SANBAG initiates project development on an interchange project, SANBAG shall be responsible for coordinating the execution of the Development Mitigation Cooperative Agreement.

H. Development Mitigation Fair Share Loans and Loan Repayment

Policy VFI-23: On an exception basis, project sponsors and other participating local jurisdictions may request loans from SANBAG for the development contribution to facilitate project delivery. Any such loan is subject to approval by the SANBAG Board of Directors on a case-by-case basis after a risk

assessment and a complete analysis of the impact of the proposed loan on the other projects in the Interchange Program. A loan agreement, separate from any other cooperative agreement or funding agreement, shall be approved by the jurisdiction City Council/Board of Supervisors and SANBAG Board of Directors detailing agreement terms. The following set of options for development share loans from SANBAG may be considered by the SANBAG Board:

1. Loans from a jurisdiction's Measure I Local Street Program funds (no bonding) - Allow loans for up to 2/3 of the development share (local share) from a jurisdiction's Measure I Local Street Program "pass-through" funds, with a commitment by the jurisdiction to reimburse the Measure I Local Street Program account with Development Impact Fee (DIF) funds as they are collected or with other legally appropriate non-Measure I funds. Other legally appropriate funds could include proceeds from a Community Facilities District (CFD) or other development-based sources (note: when DIF funds are referenced elsewhere in this policy, this implies other legally appropriate non-Measure I funds as well). This option assumes no bonding is required, i.e. cash flow in the jurisdiction's Local Street Program is sufficient to cover up to 2/3 of local share costs. Conditions for receipt of a loan under this option include:
 - a. Local pass-through funds would be withheld by SANBAG sufficient to pay up to 2/3 of the local share of project invoices immediately after the initiation of work activities on the interchange project. The jurisdiction would need to provide the other 1/3 in cash, as needed for project expenses, from either DIF funds or their own internal loans.
 - b. A maximum 10-year term, beginning at the completion of project construction, would be identified for DIF funds to replenish the local pass-through account. The first annual payment would be no later than the end of construction.
 - c. 100 percent of the jurisdiction's Nexus Study portion of DIF funds not previously committed to projects (or to funding the other 1/3 of the local share) would need to be committed to repayment of the loan.
 - d. No interest would be charged.
 - e. SANBAG would release the withheld pass-through funds as the jurisdiction repays with DIF.
 - f. The jurisdiction would need to show the use of the loan funds and its repayment plan in its 5-Year Measure I Capital Improvement Plan (CIP).
 - g. If the jurisdiction has not repaid the pass-through funds by the end of the term, the term would need to be renegotiated. The jurisdiction would need to continue to repay the loan until it is retired. If full repayment does not occur by the end of Measure I 2010-2040, (i.e. because insufficient DIF funds are collected) the loan obligation will be considered fulfilled.
 - h. In addition to the 2/3 cap on the local share portion to be covered by the loan, a limit on percentage of local pass-through funds may need to be set on a case-by-case basis as a potential hedge against Measure I revenue being lower than forecast.
 - i. Any additional cost of administration of the loan incurred by SANBAG may be included as a cost to be borne by the jurisdiction and may be included in the loan.
2. Loans from a jurisdiction's arterial portion of Measure I Major Street Program funds (no bonding) - Allow loans for up to 2/3 of the local share from a jurisdiction's Measure I Major Street/Arterial Program equitable share with a commitment to reimburse the Major Street/Arterial Program account with DIF funds as they are collected, or other legally appropriate non-Measure I funds. This option assumes that no bonding is required, i.e. cash flow in the jurisdiction's arterial portion of the Major Street Program is sufficient to cover up to 2/3 of local share costs. Conditions for receipt of a loan under this option include:
 - a. Funds from the Major Street/Arterial Program would be withheld by SANBAG sufficient to pay up to 2/3 of the local share of project invoices immediately after the initiation of work activities on the interchange project. The jurisdiction would need to provide the other 1/3 in cash, as needed for project expenses, from either DIF funds or their own internal loans.
 - b. A maximum 10-year term, beginning at the completion of project construction, would be identified for DIF funds to replenish the arterial account. The first annual payment would be no later than the end of construction.

- c. 100 percent of the jurisdiction's Nexus Study portion of DIF funds not previously committed to projects (or to funding the other 1/3 of the local share) would need to be committed to repayment of the loan.
- d. No interest would be charged.
- e. SANBAG would release the withheld arterial funds for use on other projects as the jurisdiction repays with DIF.
- f. If the jurisdiction has not repaid the arterial funds by the end of the term, the term would need to be renegotiated. The jurisdiction would need to continue to repay the loan until it is retired. If it becomes clear that full repayment will not occur by the end of Measure I 2010-2040, (i.e. because insufficient DIF funds are collected) the remainder of the loan obligation would need to be fulfilled using the jurisdiction's Measure I Local Street funds, since Local Street funds can legitimately be used for interchange-related expenditures. This reassignment of funds would be part of the renegotiation of the loan.
- g. In addition to the 2/3 cap on the local share portion to be covered by the loan, a limit on percentage of arterial funds may need to be set on a case-by-case basis. The reason for this would be as a potential hedge against Measure I revenue being lower than forecast.
- h. Any additional cost of administration of the loan incurred by SANBAG may be included as a cost to be borne by the jurisdiction and may be included in the loan.
3. Combination of 1 and 2 - Allow a combination of option 1 and option 2 as sources of funding for a local share loan for an interchange project. The terms would be consistent with the terms specified in each of the two options and negotiated on a case-by-case basis.
4. Short-term cash loan from SANBAG - Allow a short-term cash loan for up to 2/3 of the local share that would be made available from SANBAG, with a fixed term and an interest rate premium (i.e. 5 year maximum term; Local Agency Investment Fund (LAIF) interest rate plus 3%). This would be conditioned on SANBAG having cash flow available and there being no risk of delay to other SANBAG projects. The cash loan could only be utilized for the PA&ED and Design phases of the interchange project. The jurisdiction would be in default if it fails to maintain payments, and SANBAG would be given the authority to invoke the terms of options 1, 2, or 3 to make those payments.
5. Bonding against a jurisdiction's Local Street Program funds - Allow for a jurisdiction to bond for up to 2/3 of the local share against its Measure I Local Street Program "pass-through" funds, with the debt service to be paid by those funds. DIF funds would reimburse the jurisdiction's Local Street account as they are collected, and the additional Local Street funds could be expended on other projects in the jurisdiction's Measure I Local Street Capital Improvement Plan.
- a. The bond issue could be:
- i. Coordinated with another SANBAG bond issue, in which case SANBAG would make debt service payments from the jurisdiction's Local Street account before sending the remaining funds to the jurisdiction. The jurisdiction would then reimburse SANBAG for their Local Street funds with DIF funds as they are collected, and SANBAG would release a comparable amount of Local Street funds back to the jurisdiction for other projects, or
 - ii. Arranged independently by the jurisdiction, with the debt service paid directly by Local Street funds the jurisdiction receives from SANBAG. In this case, the loan would be internal to the jurisdiction. The CIP would document the loan, and auditing of the Local Street account would track the loan repayment.
- b. If full repayment of the Local Street account does not occur by the end of Measure I 2010-2040, (i.e. insufficient DIF funds are collected) the repayment obligation to the Local Street account will be considered fulfilled. This is considered consistent with Measure I, given that Measure I funds will not have replaced the development contribution if development has not occurred.
- SANBAG reserves the right to audit local jurisdiction development mitigation accounts to verify development fee collections used as the basis of loan repayment.
 - Loans that are the result of initiation of a project by SANBAG, pursuant to Policy VFI-13, shall be negotiated on a case-by-case basis with terms that may vary from those above.

Policy VFI-24: Jurisdictions may borrow from other internal accounts (i.e. within their own jurisdictions) to fund the required development share for projects. The internal accounts shall be reimbursed by development mitigation as development occurs.

I. Development Mitigation Fair Share Credit Agreements

Policy VFI-25: Local jurisdictions and developers shall be allowed to enter into credit agreements or other arrangements for developer provision of roadway improvements approved by the City Council/Board of Supervisors. Such agreements will be strictly between the local jurisdiction and the developer.

Policy VFI-26: A copy of the credit agreement or other developer credit documentation and invoices to substantiate quantities and unit costs for developer work on a Nexus Study project shall be provided when a local jurisdiction submits an invoice for reimbursement.

Policy VFI-27: Local jurisdictions that submit an invoice involving a credit agreement or other arrangement for developer provision of roadway improvements shall separate the development mitigation portion of construction costs from any non-development mitigation portion of the development project in a verifiable fashion.

Policy VFI-28: Reimbursement shall occur for only the public share of the Nexus Study project costs.

J. Eligible Valley Freeway Interchange Program Expenditures

Policy VFI-29: Eligible Valley Freeway Interchange Program expenditures shall include the costs for project phases of any Valley Freeway Interchange improvement included in the SANBAG Nexus Study.

Policy VFI-30: The following costs are ineligible for reimbursement from the Valley Freeway Interchange Program:

- Additional environmental or architectural enhancement not required as part of the mitigation pursuant to the approved environmental document(s) for the project.
- Project oversight costs, with the exception of construction support costs.
- Property acquired through the right-of-way acquisition process that is not required for the actual construction of a project. SANBAG will either:
 1. Reimburse the jurisdiction for the public share of the portion of the property acquisition required for the project, with the "project portion" calculated as the sales price times the percentage of the acreage actually required for the project, or
 2. At the request of the jurisdiction, reimburse based on the difference between the total sales price of the parcel and the residual value of the excess land not needed for the construction of the project, as determined by a qualified appraisal.
- Additional project scope not included in the Project Funding Agreement between the sponsoring agency and SANBAG, except when SANBAG and the local agency mutually agree to a project scope change and amend the Project Funding Agreement.

K. Construction Cost Overruns

Policy VFI-31: Jurisdictions shall bear full responsibility for construction cost overruns, which are defined as any amount in excess of the total cost of the accepted bid and contingencies up to 10% of the construction bid. On an exception basis, SANBAG and the lead agency may agree to the modification of the project scope, and the jurisdiction may be reimbursed for the public share of the additional costs pursuant to an amendment to the Project Funding Agreement. Jurisdictions shall share construction cost overrun expenses in proportion to the shares of development mitigation responsibility specified in the Nexus Study. The private share of any cost overrun or project cost increment associated with a project shall be shared by all jurisdictions responsible for the project at the rates identified in the Nexus Study.

L. SANBAG Project Management for Valley Freeway Interchange Program Projects

Policy VFI-32: Management of projects in the Valley Freeway Interchange Program shall be the responsibility of local jurisdictions. However, SANBAG, at the option of the Board of Directors, may assume project management responsibilities for a Valley Freeway Interchange project under one or more of the following conditions:

- The public share percentage of the project is greater than 50%.

- Where federal or State funds with delivery time constraints have been secured for the project, where the funds would be withdrawn if the time constraints are not met, and where the withdrawal of funds would increase the amount of other public share funds needed to fund the project. Alternatively, a local jurisdiction may assume the lead if it agrees to be responsible for the loss of any federal or State funds withdrawn as a result of not meeting the time constraints.
- Where SANBAG staff has identified reconstruction of an interchange as necessary prior to or as part of the construction of a San Bernardino Valley Freeway Program project.

The existence of any of the above conditions shall not obligate SANBAG to manage the project. In the instance where SANBAG assumes project management responsibilities under one or more of the conditions noted above, SANBAG will coordinate the collection of development mitigation funds from local jurisdictions and expenditure of those funds as required to complete the project.

Policy VFI-33: For projects subject to SANBAG project management pursuant to Policy VFI-32, project management costs will be included as part of the project cost and the costs will be distributed per the public and private share percentages established by the Nexus Study.

Policy VFI-34: Local jurisdictions may request that SANBAG manage interchange projects for which SANBAG does not opt to assume project management responsibilities under Policy VFI-32. SANBAG may agree to assume management responsibilities under the following conditions:

- The sponsoring agency must provide a written request for SANBAG management of the interchange project.
- SANBAG determines that it has available staff or consultant resources to manage the project.
- The request is approved by the SANBAG Board.

Subject to these conditions, a cooperative agreement specifying management services must be approved by the city council/Board of Supervisors representing the agency sponsoring the project, and the SANBAG Board.

Policy VFI-35: For projects subject to SANBAG project management pursuant to Policy VFI-34, local jurisdictions shall pay 100% of actual SANBAG project management costs, to be estimated in advance by SANBAG. The sponsoring agency will continue to be responsible for coordination of all minority share development mitigation contributions as identified in Policy VFI-20.

M. Valley Freeway Interchange Phasing Program

Policy VFI-36: Implement Valley Freeway Interchange Phasing Program within the Valley Freeway Interchange Program. Administration of the Phasing Program shall be subject to the Valley Freeway Interchange Program policies including but not limited to local jurisdiction responsibility to fund their development mitigation contribution of phased interchange improvements. Implementation of a phased improvement will not impact the priority associated with the ultimate interchange improvement until a subsequent evaluation of interchange priority occurs. Policy VFI-15 governs the SANBAG Board consideration of changes to the interchange priority list. The Phasing Program is also subject to the following:

1. Measure I Valley Freeway Interchange Program funds to be committed to the Phasing Program will be included in the most current version of the Ten-Year Delivery Plan.
2. Funds committed to the Phasing Program may be adjusted through an amendment or update to the Ten-Year Delivery Plan approved by the SANBAG Board.
3. Allocation of Phasing Program funds to qualifying projects will be made on a first-come/first-served basis-subject to the conditions below. The list of qualifying projects will be maintained in the Ten-Year Delivery Plan. The eligibility of phased projects is not limited to improvements that are included in the 2016 Ten-Year Delivery Plan. The Ten-Year Delivery Plan may be amended or updated by the SANBAG Board to include additional phased projects or to otherwise modify the list of eligible projects. The intent of the Phasing Program is to implement geometric or operational improvements, it is not the intent of the program to fund project development phases for full interchanges within the Valley Freeway Interchange Program. Eligibility of phases must satisfy the following criteria:
 - i. Focus on lower-cost projects (i.e. with a total phase cost of less than \$10 million) that address an existing congestion problem such as ramp widening, addition of turn or

through lanes, restriping, signal modifications, and other partial interchange ramp connections and/or provide capacity to accommodate future growth.

~~address an existing congestion problem and/or provide capacity to accommodate future growth.~~

ii. Phases must be part of an ultimate interchange concept and not result in excessive “throw-away” costs.

4. Local jurisdictions must initiate project development in the Phasing Program through a letter to the SANBAG Executive Director. The request letter must confirm local jurisdiction commitment to fund the local share of improvements and be accompanied by City Council/Board of Supervisor resolution/action expressing interest in moving forward with implementation of the phased interchange project. Each independent interchange project will require its own individual letter request. Formal request letters are necessary so that SANBAG can initiate the required agreements, identify resources and initiate the budgeting of funds, given that the Phasing Program is structured on a first-come, first-served basis without phasing priorities.
5. Reference Policies VFI-32, VFI-33 and VFI -34 for project management responsibilities for phased projects. The participation letter and council/Board of Supervisor resolution/action noted in #4 should specify the project management lead.
6. SANBAG will initiate the development of a cooperative agreement delineating parties’ responsibilities with regard to funding and project delivery.
7. It is recognized that the cost of phased improvements may vary from the planning-level costs in the Ten-Year Delivery Plan. The agreement will contain provisions that if costs for a phased improvement increase significantly, the parties reserve the right to make changes in the scope, delay the project, or reconsider the project. If a phased project is terminated, parties are responsible for their share of incurred costs.
8. The loan provisions as outlined in Section H of Policy 40005 apply to this phasing program.
9. ~~Implementation of a phased improvement will not impact the priority associated with the ultimate interchange improvement until a subsequent evaluation of interchange priority occurs. Policy VFI-15 governs the SANBAG Board consideration of changes to the interchange priority list.~~

V. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted by the Board of Directors.	04/01/2009
1	Policy VFI-15: Replaced the last sentence: The prioritization list shall be updated every two years in accordance with the biennial Nexus Study update or as directed by the SANBAG Board of Directors. with: The prioritization list shall be considered for updates in conjunction with the reviews of the Expenditure Plan required in Section XIV. EXPENDITURE PLAN AMENDMENTS of the Measure I 2010-2040 ordinance. However, the SANBAG Board of Directors may request a re-evaluation of the prioritization list at any time.	11/03/2010
2	Par. IV.H: Revised	12/05/12
3	Policy VFI-36: Eliminated this policy and moved text to last paragraph in VFI-32. The original intent of VFI-36 was to define the responsibility of collecting the development mitigation funds from local jurisdictions when SANBAG exercises its option to assume project management responsibilities of a Valley Freeway Interchange project under the conditions noted in VFI-32. This intent was not explicitly stated in Policy VFI-36. Policy VFI-35: Added clarifying text that the sponsoring agency will continue to be responsible for coordination of all minority share development mitigation contributions even if SANBAG accepts project management responsibilities under Policy VFI-34. Changes approved by Board of Directors on 2/5/14, Agenda Item 10.	02/05/14
4	<u>Incorporation of Interchange Phasing Program as VFI-36</u>	<u>09/11/07/2/16</u>

Minute Action

AGENDA ITEM: 10

Date: November 10, 2016

Subject:

2017 Update to the Ten-Year Delivery Plan

Recommendation:

Receive report and provide comments on the planned update to the Ten Year Delivery Plan for the Valley Freeway Interchange Program

Background:

In accordance with the Measure I 2010-2040 Ordinance and Expenditure Plan, eleven percent of the Measure I revenue collected in the Valley Subarea funds the Valley Freeway Interchange Program, which for Fiscal Year 2016/2017 is estimated to be about \$13.5 million. The 2014 Update to the Ten-Year Delivery Plan included estimated Interchange Program project costs over the ten-year period of \$589 million with \$235 million coming from Measure I, \$170 million from local funds, and the balance from State and Federal funds. Approval of that Plan included construction of all but one of the ten highest priority interchanges and also completion of I-10/Cherry, Citrus, Tippecanoe, and Riverside interchanges, which were in progress prior to the development of the interchange priority list, and the I-10/Pepper Avenue interchange because the majority of funding came from a federal earmark. The remaining project from the top ten list, the I-10/Mount Vernon interchange, was approved to be studied conceptually to determine the scope of the project.

Since approval of the 2014 Update, the Board directed staff to re-examine the Valley interchange priority list and evaluate lower-cost phased improvements to stretch resources to a greater number of interchanges. The specific policy considerations are scheduled to be reviewed by the Board in December 2016. Consequently, the 2017 Update to the Ten-Year Delivery Plan will include the current construction estimates and schedules to complete the top ten priority interchanges and includes \$35 million for interchange phasing improvements, which when escalated to year of expenditure is approximately \$40 million. The table below provides an overview of the projects that have been identified for development in the 2017 Update and the current project status relative to the project scheduling and total project cost forecasts identified in the 2014 Update:

Table 1. Valley Freeway Interchange Program Delivery Plan Project Status			
Project	Schedule	Cost	Phase
I-10/Cherry Avenue	✓	- \$4M	Landscape Maintenance
I-10/Citrus Avenue	✓	- \$3M	Landscape Maintenance
I-10/Tippecanoe Avenue Phase 1 & 2	✓	✓	Landscape Maintenance
I-10/Cedar Avenue	+2 yr	✓	PS&E
SR 210/Baseline Road	+1 yr	+ \$10M	PA&ED
SR 60/Central Avenue	✓	+ \$5M	PA&ED

Entity: CTA

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I-10/University Avenue	-2 yr	✓	PA&ED
I-215/University Parkway	✓	- \$28M	PA&ED
I-10/Alabama Street	✓	- \$31M	Planning
I-15/Baseline Road	✓	+ \$8M	Construction
I-10 Mount Vernon	✓	+ \$1M	Planning
SR-60 Archibald Avenue	+1 yr	+ \$1M	Planning
I-10 Monte Vista	+1 yr	+ \$6M	Planning
I-10 Pepper	+1 yr	+ \$2M	Construction
I-10 Riverside Phase 2	✓	+ \$1M	PS&E
I-10 Euclid	N/A	N/A	Planning
Phasing Program, Various Projects	N/A	N/A	N/A

As is typically the case, projects have experienced some delays in progress towards construction but the funding picture has not changed significantly since the 2014 Update, even with the new projects added. Because the interchange phasing program is just being introduced, no assumptions have been made about the specific projects to be funded, but a project reserve is being recommended from which to allocate funds. Current schedules indicate that all of the improvements for the interchanges identified in Table 1 can be complete by 2023, if the local share is available, with the interchange phasing program assumed to extend through 2026.

Revenue Forecast

The 2014 Update assumed a combination of inflation and real growth in calculating Measure I revenue growth starting at 2.1% and increasing to 4.5% over the ten year period. The proposed inflation and real growth rate for the 2017 Update is 3.3% until 2026 and 3.8% thereafter. Actual revenue amounts for the Valley Freeway Interchange Program exceeded revenue estimates for fiscal years 2013/2014, 2014/2015 and 2015/2016. Additionally the revenue forecast for the period FY2016/2017 – 2025/2026 has increased by \$11 million between the 2014 and 2017 Updates. A comparison of the forecasts from fiscal year 2013/2014 through 2025/2026 is shown in Table 2.

Period	2014 Update	2017 Update
FY2013/2014 – 2015/2016	36,800	39,700
FY2016/2017 – 2025/2026	154,600	165,600

Bonding Analysis

In response to the SANBAG Board's desire to advance delivery of priority interchanges, the 2014 Update indicated a need to bond for \$129 million through 2022 at a total interest cost of \$104 million through 2040. The current preliminary analysis of interchange program costs for the projects listed in Table 1 shows a bonding need of \$126 million through 2023 at a total interest cost of \$76 million through 2040, including the bond proceeds and interest costs from 2014. The lower interest cost is a result of interest rates staying lower than anticipated in the 2014 Update. While bonding results in interest costs, there are advantages to bonding such as allowing for improvements to be delivered earlier, taking advantage of the current favorable bid and bond environment, developing a shelf of projects that are ready in the case of unexpected

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State or Federal funding opportunities, and avoiding the risk of unknown future increases in construction and interest costs.

The bonding analysis in the 2017 Update will be developed with the following criteria:

- Minimum agency-wide debt coverage ratio: 2.0
- Individual programs must have a positive cash flow over the term of the bond.
- Bond interest rate: 5%
- Latest bond issuance: 2023

Background

Approved by the SANBAG Board of Directors in April 2009, the Strategic Plan serves as the policy manual for the delivery of Measure I Programs by SANBAG and its member agencies for the 30-year life of the Measure. The Strategic Plan addresses significant policy, fiscal, and institutional issues associated with the administration and implementation of Measure I, including managing the different goals and priorities among the Valley, Victor Valley, and Rural Mountain/Desert Subareas of the County.

The SANBAG Board adopted the first Measure I 2010-2040 Ten Year Delivery Plan in January 2012. The Delivery Plan provides a list of projects to be developed during a ten year period and identifies project scopes, schedules, and budgets. Additionally, it provides a basis for the development of SANBAG's annual budget for capital projects. The Delivery Plan is a living document that is updated every two years in order to capture revisions to the projects and assumptions in the plan, actual Measure I revenue figures, and relevant Board actions. The planned 2016 update was delayed to 2017 to account for numerous grant applications that were pending in 2016. Staff anticipates providing the 2017 Update in its entirety for review at the February Committee meetings and for approval by the SANBAG Board of Directors in March.

Financial Impact:

This item does not impact the adopted SANBAG budget.

Reviewed By:

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

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Approved
Board of Directors Metro Valley Study Session
Date: November 10, 2016

Witnessed By:

BOARD OF DIRECTORS METRO VALLEY STUDY SESSION ATTENDANCE RECORD – 2016

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Curt Hagman Board of Supervisors	X	X	X	X	X	X		X	X	X		
James Ramos Board of Supervisors	X	X	X	X	X	X		X				
Janice Rutherford Board of Supervisors	X	X		X	X	X		X		X		
Josie Gonzales Board of Supervisors	X	X	X			X		X				
Robert Lovingood Board of Supervisors	X				X			X				
Rich Kerr City of Adelanto								X				
Curt Emick Town of Apple Valley												
Julie McIntyre City of Barstow												
Bill Jahn City of Big Bear Lake	X	X	X	X	X	X		X	X	X		
Dennis Yates City of Chino	X	X	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	X	X		
Michael Tahan City of Fontana	X	X	X	X	X	X			X	X*		
Darcy McNaboe City of Grand Terrace	X	X*	X	X		X		X	X	X		
Eric Schmidt City of Hesperia												
Larry McCallon City of Highland	X			X	X	X		X	X	X		

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.

BOARD OF DIRECTORS METRO VALLEY STUDY SESSION ATTENDANCE RECORD – 2016

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Rhodes ‘Dusty’ Rigsby City of Loma Linda	X	X	X		X	X		X	X	X		
Paul Eaton City of Montclair	X	X	X	X		X						
Edward Paget City of Needles												
Alan Wapner City of Ontario	X	X	X	X	X	X		X	X	X		
L. Dennis Michael City of Rancho Cucamonga		X	X	X	X	X				X		
Jon Harrison City of Redlands	X	X	X	X	X	X		X	X*	X		
Deborah Robertson City of Rialto		X		X						X		
R. Carey Davis City of San Bernardino	X	X	X	X	X	X		X	X	X		
Joel Klink City of Twentynine Palms												
Ray Musser City of Upland	X	X	X	X	X	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	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.

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
IEEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds

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.

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