

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

**June 13, 2024**

**\*\*\*Start Time: 9:20 AM\*\*\***

**Location**

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

***Board of Directors***

**Valley Representatives**

**Study Session Chair**

Joe Baca, Jr., Supervisor  
*Fifth District*

**Study Session Vice-Chair**

Eunice Ulloa, Mayor  
*City of Chino*

Ray Marquez, Council Member  
*City of Chino Hills*

Frank Navarro, Mayor  
*City of Colton*

Acquanetta Warren, Mayor  
*City of Fontana*

Daniel Ramos, Mayor Pro Tem  
*City of Adelanto*

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

Carmen Hernandez, Council Member  
*City of Barstow*

Bill Hussey, Mayor

*City of Grand Terrace*

Larry McCallon, Mayor Pro Tem  
*City of Highland*

Ronald Dailey, Mayor Pro Tem  
*City of Loma Linda*

John Dutrey, Mayor  
*City of Montclair*

Alan Wapner, Council Member  
*City of Ontario*

L. Dennis Michael, Mayor  
*City of Rancho Cucamonga*

**Mountain/Desert Representatives**

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

Rebekah Swanson, Mayor Pro Tem  
*City of Hesperia*

Janet Jernigan, Mayor  
*City of Needles*

Paul Barich, Mayor Pro Tem  
*City of Redlands*

Deborah Robertson, Mayor  
*City of Rialto*

Helen Tran, Mayor  
*City of San Bernardino*

Rudy Zuniga, Council Member  
*City of Upland*

Bobby Duncan, Council Member  
*City of Yucaipa*

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

Debra Jones, Council Member  
*City of Victorville*

Rick Denison, Council Member  
*Town of Yucca Valley*

**County Board of Supervisors**

Paul Cook, *First District*

Curt Hagman, *Fourth District*

Jesse Armendarez, *Second District*

Dawn Rowe, *Third District*

*Ex-Officio Member – Catalino Pining, Caltrans*

*Ray Wolfe, Executive Director*

*Julianna Tillquist, General Counsel*

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

**AGENDA**

**Board of Directors Metro Valley Study Session**

**June 13, 2024**

**9:20 AM**

**Location**

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

**Items listed on the agenda are intended to give notice to members of the public of a general description of matters to be discussed or acted upon. The posting of the recommended actions does not indicate what action will be taken. The Board may take any action that it deems to be appropriate on the agenda item and is not limited in any way by the notice of the recommended action.**

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

**CALL TO ORDER**

(Meeting Chaired by Joe Baca Jr.)

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

**Public Comment**

**Brief Comments from the General Public**

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

## **Possible Conflict of Interest Issues**

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

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

**Pg. 10**

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

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

## **INFORMATIONAL ITEMS**

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

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

**Pg. 11**

Receive and file Change Order Report.

**Presenter: Kristi Harris**

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

## **Discussion - Project Delivery**

### **3. Election of Committee Chair and Vice Chair**

**Pg. 17**

Conduct elections for members to serve as Chair and Vice Chair of the San Bernardino County Transportation Authority Board of Directors Metro Valley Study Session for terms to end on June 30, 2025.

**Presenter: Kristi Harris**

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

### **4. Pine Avenue Extension and Widening Project in the City of Chino Hills and the City of Chino**

**Pg. 23**

Receive and file an update on the Pine Avenue Extension and Widening Project

**Presenter: Sal Chavez**

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

### **5. State Route 60 Central Avenue Interchange Improvement Project Amendment No. 4 to Contract No. 18-1001811 with Dynamic Engineering Services, Inc.**

**Pg. 27**

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:

A. Approve an exception to Contracting and Procurement Policy No. 11000 to extend the termination date of Contract No. 18-1001811 with Dynamic Engineering Services, Inc. (DESI), for Construction Management services for the State Route 60 Central Avenue Interchange Improvement Project beyond the five-year maximum term.

Agenda Item 5 (Cont.)

B. Approve Amendment No. 4 to Contract No. 18-1001811 to extend the contract termination date to October 3, 2025, to allow DESI sufficient time to perform inspections during the one-year plant establishment period, support closeout activities, and increase the contract amount by \$60,000.00 for a revised contract total of \$4,098,342.63.

**Presenter: Sal Chavez**

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

**6. Interstate 215 Bi-County/Segment-5 Landscape Project Release of Invitation for Bids No. 24-1003062** **Pg. 33**

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

Authorize the Executive Director, or his designee, to release Invitation for Bids No. 24-1003062 for the construction of Interstate 215 Bi-County/Segment-5 Landscape Project, subject to final approval of the Plans, Specifications, and Estimates package, Federal Funding Authorization (E-76 approval), and approval as to form by SBCTA General Counsel, or her designee.

**Presenter: Juan Lizarde**

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

**Discussion - Regional/Subregional Planning**

**7. Contract No. 24-1003170 with WattEV Inc. for Zero-Emission Truck Charging Station Expansion in San Bernardino** **Pg. 35**

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

A. Authorize the Executive Director, or his designee, to finalize and execute Contract No. 24-1003170 with WattEV SB1, Inc., for construction of a Zero-Emission Truck Charging Station Expansion in San Bernardino, subject to approval as to form by SBCTA General Counsel.

B. Authorize an exception to SBCTA Contracting and Procurement Policy No. 11000 Section IV.B.4, to allow for a six-year contract term, given that the policy limits contracts to a five-year term, absent SBCTA Board approval.

**Presenter: Steve Smith**

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

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

### **8. Capital Project Needs Analysis Submittals and Funding Allocations for the Measure I Valley Major Street Program/Arterial Sub-program for Fiscal Year 2024/2025** **Pg. 68**

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 the Project List for the Measure I Valley Major Street Program/Arterial Sub-program allocations for Fiscal Year 2024/2025.

**Presenter: Marc Lucius**

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

## **Comments from Board Members**

**Brief Comments from Board Members**

## **ADJOURNMENT**

## **Additional Information**

Attendance

**Pg. 75**

Acronym List

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Mission Statement

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**The Metro Valley Study Session will go dark in in July.  
The next Metro Valley Study Session meeting is scheduled for August 15, 2024.**

## Meeting Procedures and Rules of Conduct

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

**Accessibility & Language Assistance** - The meeting facility is accessible to persons with disabilities. If assistive listening devices, other auxiliary aids or language assistance services are needed in order to participate in the public meeting, requests should be made through the Clerk of the Board at least three (3) business days prior to the Board meeting. The Clerk can be reached by phone at (909) 884-8276 or via email at [clerkoftheboard@gosbcta.com](mailto:clerkoftheboard@gosbcta.com) and office is located at 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, CA.

**Accesibilidad y asistencia en otros idiomas** - Las instalaciones para las reuniones son accesibles para las personas con discapacidades. Si se necesitan dispositivos de escucha asistida, otras ayudas auxiliares o servicios de asistencia en otros idiomas para participar en la reunión pública, las solicitudes deben ser presentados a la Secretaria de la Junta al no menos de tres (3) días de apertura antes de la reunión de la Junta. La Secretaria esta disponible por teléfono al (909) 884-8276 o por correo electrónico a [clerkoftheboard@gosbcta.com](mailto:clerkoftheboard@gosbcta.com) y la oficina se encuentra en 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, CA.

**Agendas** – All agendas are posted at [www.gosbcta.com/board/meetings-agendas/](http://www.gosbcta.com/board/meetings-agendas/) at least 72 hours in advance of the meeting. Staff reports related to agenda items may be reviewed online at that web address. Agendas are also posted at 1170 W. 3<sup>rd</sup> Street, 1st Floor, San Bernardino at least 72 hours in advance of the meeting.

**Agenda Actions** – Items listed on both the “Consent Calendar” and “Discussion” contain recommended actions. The Board of Directors will generally consider items in the order listed on the agenda. However, items may be considered in any order. New agenda items can be added and action taken as provided in the Ralph M. Brown Act Government Code Sec. 54954.2(b).

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

**Public Testimony on an Item** – Members of the public are afforded an opportunity to speak on any listed item, except Board agenda items that were previously considered at a Policy Committee meeting where there was an opportunity for public comment. Individuals in attendance at SBCTA who desire to speak on an item may complete and turn in a "Request to Speak" form, specifying each item an individual wishes to speak on. Individuals may also indicate their desire to speak on an agenda item when the President asks for public comment. When recognized by the President, speakers should be prepared to step forward and announce their name for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The President or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations. Any individual who wishes to share written information with the Board may provide 35 copies to

the Clerk of the Board for distribution. If providing written information for distribution to the Board, such information must be emailed to the Clerk of the Board, at [clerkoftheboard@gosbcta.com](mailto:clerkoftheboard@gosbcta.com), no later than 5:00 pm the day before the meeting in order to allow sufficient time to distribute the information. Information provided as public testimony is not read into the record by the Clerk. Consent Calendar items can be pulled at Board member request and will be brought up individually at the specified time in the agenda. Any consent item that is pulled for discussion shall be treated as a discussion item, allowing further public comment on those items.

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

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

Your cooperation is appreciated!

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

**Attendance.**

- The President of the Board or Chair of a Policy Committee (Chair) has the option of taking attendance by Roll Call. If attendance is taken by Roll Call, the Clerk of the Board will call out by jurisdiction or supervisorial district. The Member or Alternate will respond by stating his/her name.
- A Member/Alternate who arrives after attendance is taken shall announce his/her name prior to voting on any item.
- A Member/Alternate who wishes to leave the meeting after attendance is taken but before remaining items are voted on shall announce his/her name and that he/she is leaving the meeting.

**Basic Agenda Item Discussion.**

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

**The Vote as specified in the SBCTA Administrative Code and SANBAG Bylaws.**

- Each Member of the Board of Directors shall have one vote. In the absence of the official representative, the Alternate shall be entitled to vote. (Note that Alternates may vote only at meetings of the Board of Directors, Metro Valley Study Session and Mountain/Desert Policy Committee.)



### **Amendment or Substitute Motion.**

- Occasionally a Board Member offers a substitute motion before the vote on a previous motion. In instances where there is a motion and a second, the Chair shall ask the maker of the original motion if he or she would like to amend the motion to include the substitution or withdraw the motion on the floor. If the maker of the original motion does not want to amend or withdraw, the substitute motion is voted upon first, and if it fails, then the original motion is considered.
- Occasionally, a motion dies for lack of a second.

### **Call for the Question.**

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

### **The Chair.**

- At all times, meetings are conducted in accordance with the Chair’s direction.
- These general practices provide guidelines for orderly conduct.
- From time to time, circumstances may require deviation from general practice (but not from the Brown Act or agency policy).
- Deviation from general practice is at the discretion of the Chair.

### **Courtesy and Decorum.**

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

*Adopted By SANBAG Board of Directors January 2008*

*Revised March 2014*

*Revised May 4, 2016*

*Revised June 7, 2023*

### Minute Action

AGENDA ITEM: 1

**Date:** June 13, 2024

**Subject:**

Information Relative to Possible Conflict of Interest

**Recommendation:**

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

**Background:**

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

Item No.	Contract No.	Principals & Agents	Subcontractors
5	18-1001811-04	Dynamic Engineering Services, Inc. <i>Chia-Chi Wang</i>	David Evans and Associates, Inc. Transystems Corporation Twining, Inc. ZT Consulting Group, Inc.
7	24-1003170	Watt Ev, Inc. <i>Salim Youssefzadeh</i>	None

**Financial Impact:**

This item has no direct impact on the budget.

**Reviewed By:**

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

**Responsible Staff:**

Kristi Harris, Director of Project Delivery

Approved  
Board of Directors Metro Valley Study Session  
Date: June 13, 2024

Witnessed By:

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

## *Minute Action*

AGENDA ITEM: 2

**Date:** *June 13, 2024*

**Subject:**

Project Delivery Contract Change Orders to On-Going Contracts

**Recommendation:**

Receive and file Change Order Report.

**Background:**

San Bernardino County Transportation Authority Department of Project Delivery has 11 on-going construction contracts, of which seven have had Construction Change Orders (CCO) approved since the last reporting to the Board of Directors Metro Valley Study Session on May 9, 2024. The CCOs are listed below:

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

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

- 1) CCO 32.1: Change in treated wood waste management. (-\$78,533.60)
- 2) CCO 52.2: Grind existing pavement, resolution of time. (\$0)
- 3) CCO 58.2: De-obligation of funds from expansion joint pavement markings. (-\$63,739.61)
- 4) CCO 64.3: Resolution of time for rock and debris removal for irrigation trenching. (\$0)
- 5) CCO 90.1: De-obligation of funds from sound wall 955 gap. (-\$14,197.52)
- 6) CCO 99.2: De-obligation of funds from sign changes. (-\$48,753.42)

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

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

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

- 1) CCO 134: Additional work due to failing drainage system. (\$124,216)
- 2) CCO 135: Additional scope of work for Frontier Communications conflict. (\$12,115)
- 3) CCO 136: Relocation of charter line. (\$12,100)

*Entity: San Bernardino County Transportation Authority*

Board of Directors Metro Valley Study Session Agenda Item

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F. Contract 23-1002869 with SEMA Construction, Inc., for I-10 Eastbound Truck Climbing Lane:

- 1) CCO 3: Maintain traffic control. (\$100,000)
- 2) CCO 5: Storm water maintenance. (\$30,000)
- 3) CCO 6: Partnering. (\$25,000)

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

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

- 1) CCO 30: Notice to Proceed No. 3 excusable delay costs. (\$9,136,700.18)

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

J. Contract No. 21-1002620 with Ortiz Enterprises, Inc., for the I-10 Alabama Street Interchange Improvements Project:

- 1) CCO 18: Repair of irrigation controller. (\$16,894.73)

K. Contract No. 22-1002784 with Security Paving Company, Inc., for the I-10 Cedar Avenue Improvement Project:

- 1) CCO 20: Changes to on-ramp structural section. (\$2,662,359.50)
- 2) CCO 22: Additional light poles on westbound off-ramp. (\$80,097.05)
- 3) CCO 29: Westbound off-ramp revised traffic handling plan. (\$239,983.95)
- 4) CCO 31: Restaging and traffic handling revisions. (\$345,986)
- 5) CCO 35: Bridge abutment pile ground monitoring. (\$80,000)
- 6) CCO 42: Differing site condition on-ramp pavement thickness. (\$40,000)

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

- 1) CCO 20: Furnish and install hinge rebar couplers. (\$39,452.06)

***Financial Impact:***

This item imposes no financial impact, as all CCOs are within previously approved contingency amounts under: Task No. 0830 Interchange Projects and Task No. 0820 Freeway Projects, Sub-Task No. 0887 SR 210 Lane Addition, Sub-Task No. 0823 I-10 Corridor Contract 1, Sub-Task No. 0827 Mount Vernon Viaduct, Sub-Task No. 0854 I-10 Eastbound Truck Climbing Lane, Sub-Task No. 0897 I-10 Cedar Avenue, Sub-Task No. 0895 I-10 Alabama Street, and Sub-Task No. 0813 North 1st Avenue Bridge over BNSF.

Board of Directors Metro Valley Study Session Agenda Item

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**Reviewed By:**

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

**Responsible Staff:**

Kristi Harris, Director of Project Delivery

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Approved  
Board of Directors Metro Valley Study Session  
Date: June 13, 2024

Witnessed By:

<b>Project Delivery Contracts Executed Change Orders</b>		
<b>Number</b>	<b>Description</b>	<b>Amount</b>
Archibald Avenue Improvement Project at SR 60 (19-1002181)		
	CCO Total	\$1,723,232.91
	Approved Contingency	\$2,122,333.00
	Remaining Contingency	\$399,100.09
SR 210 Lane Addition, Base Line Interchange and Pavement Rehabilitation (19-1002078)		
Number	Description	Amount
32.1	Change in treated wood waste management.	(\$78,533.60)
52.2	Grind existing pavement, resolution of time.	\$0.00
58.2	De-obligation of funds from expansion joint pavement markings.	(\$63,739.61)
64.3	Resolution of time for rock and debris removal for irrigation trenching.	\$0.00
90.1	De-obligation of funds from sound wall 955 gap.	(\$14,197.52)
99.2	De-obligation of funds from sign changes.	(\$48,753.42)
	CCO Total	\$24,426,731.64
	Approved Contingency	\$34,927,790.07
	Remaining Contingency	\$10,501,058.43
SR 60 Central Avenue Interchange (19-1002196)		
Number	Description	Amount
	CCO Total	\$1,407,424.91
	Approved Contingency	\$2,912,039.00
	Remaining Contingency	\$1,504,614.09
I-215 Segments 1, 2 & 3 Establish Existing Planting (19-1002026)		
Number	Description	Amount
	CCO Total	\$70,000.00
	Approved Contingency	\$1,451,300.00
	Remaining Contingency	\$1,381,300.00
I-10 Corridor Contract 1 (17-1001599)		
Number	Description	Amount
134	Additional work due to failing drainage system.	\$124,216.00
135	Additional scope of work for Frontier Communications conflict.	\$12,115.00
136	Relocation of charter line.	\$12,100.00
	CCO Total	\$25,118,201.39
	Approved Contingency	\$51,369,000.00
	Remaining Contingency	\$26,250,798.61

<b>Project Delivery Contracts Executed Change Orders</b>		
<b>Number</b>	<b>Description</b>	<b>Amount</b>
I-10 Eastbound Truck Climbing Lane (23-1002869)		
Number	Description	Amount
3	Maintain traffic control.	\$100,000.00
5	Storm water maintenance.	\$30,000.00
6	Partnering.	\$25,000.00
CCO Total		\$403,574.07
Approved Contingency		\$3,731,253.00
Remaining Contingency		\$3,327,678.93
Monte Vista Avenue Grade Separation (16-1001461)		
Number	Description	Amount
CCO Total		\$869,302.95
Approved Contingency		\$2,498,958.60
Remaining Contingency		\$1,629,655.65
Mount Vernon Avenue Viaduct (18-1001966)		
Number	Description	Amount
30	NTP No. 3 excusable delay costs.	\$9,136,700.18
CCO Total		\$14,328,096.89
Approved Contingency		\$17,230,000.00
Remaining Contingency		\$2,901,903.11
I-10 University Street Interchange Improvements (20-1002290)		
Number	Description	Amount
CCO Total		\$1,211,825.51
Approved Contingency		\$1,500,590.00
Remaining Contingency		\$288,764.49
I-10 Alabama Street Interchange Improvements (21-1002620)		
Number	Description	Amount
18	Repair of irrigation controller.	\$16,894.73
CCO Total		\$992,860.27
Approved Contingency		\$1,338,886.33
Remaining Contingency		\$346,026.06

Project Delivery Contracts Executed Change Orders		
Number	Description	Amount
I-10 Cedar Avenue Improvement (22-1002784)		
Number	Description	Amount
20	Changes to on-ramp structural section.	\$2,662,359.50
22	Additional light poles on westbound off-ramp.	\$80,097.05
29	Westbound off-ramp revised traffic handling plan.	\$239,983.95
31	Restaging and traffic handling revisions.	\$345,986.00
35	Bridge abutment pile ground monitoring.	\$80,000.00
42	Differing site condition on-ramp pavement thickness.	\$40,000.00
CCO Total		\$4,977,954.26
Approved Contingency		\$8,098,400.00
Remaining Contingency		\$3,120,445.74
North 1st Avenue Bridge Over BNSF (22-1002780)		
Number	Description	Amount
20	Furnish and install hinge rebar couplers.	\$39,452.06
CCO Total		\$1,044,048.77
Approved Contingency		\$3,561,922.00
Remaining Contingency		\$2,517,873.23

Attachment: MVSS CCO Log Project Delivery Projects (10624 : Project Delivery Contract Change Orders to On-Going Contracts)



## ***Minute Action***

AGENDA ITEM: 3

***Date:*** June 13, 2024

***Subject:***

Election of Committee Chair and Vice Chair

***Recommendation:***

Conduct elections for members to serve as Chair and Vice Chair of the San Bernardino County Transportation Authority Board of Directors Metro Valley Study Session for terms to end on June 30, 2025.

***Background:***

Terms for the Chair and Vice Chair of each of the San Bernardino County Transportation Authority (SBCTA) policy committees and Metro Valley Study Session expire on June 30, 2024. Election of Chair and Vice Chair for each of the policy committees and Metro Valley Study Session is scheduled to immediately follow the annual election of SBCTA Officers, which occurred at the June 5, 2024 Board of Directors meeting.

This item provides for an election to be conducted, which will identify the Chair and Vice Chair of the Metro Valley Study Session to serve until June 30, 2025. A complete listing of SBCTA policy committees, memberships, and chairs is attached to this item for reference.

***Financial Impact:***

This item has no financial impact to the adopted Budget for Fiscal Year 2024/2025.

***Reviewed By:***

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

***Responsible Staff:***

Kristi Harris, Director of Project Delivery

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Approved  
Board of Directors Metro Valley Study Session  
Date: June 13, 2024

Witnessed By:

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

## San Bernardino County Transportation Authority (SBCTA) Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p><b>General Policy Committee</b>                      Membership consists of the following:                      SBCTA President, Vice President, and Immediate Past President                      4 East Valley (3 City, 1 County)*                      4 West Valley (3 City, 1 County)                      4 Mt/Desert (3 City, 1 County)</p> <p>City members shall be SBCTA Board Members elected by caucus of city SBCTA Board Members within the subarea.</p> <p>Policy Committee and Board Study Session Chairs are members of this policy committee.</p> <p>All City members serving as Board officers, Committee chairs, or Board Study Session Chair, are counted toward their subareas City membership. Supervisors collectively select their representatives.</p> <p>The SBCTA Vice President shall serve as Chair of the General Policy Committee.</p> <p><i>*Note: An exception to Policy 10002 was approved by the Board of Directors on July 5, 2023 to temporarily revise the composition of East Valley to 2 City, 2 County</i></p>	<p>Makes recommendations to Board of Directors and:</p> <p>(1) Provides general policy oversight which spans the multiple program responsibilities of the organization and maintains the comprehensive organization integrity;</p> <p>(2) Provides policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization;</p> <p>(3) Serves as policy review committee for any program area that lacks active policy committee oversight.</p> <p>The General Policy Committee is authorized to approve Contracts in excess of \$100,000, Contract Task Orders in excess of \$500,000, and amendments exceeding the Executive Director's authority in the event of significant time constraints, extenuating circumstances, or emergencies when approval is required, with notification to the Board. Notification shall be made at the next regularly scheduled meeting of the Board following such approval.</p> <p>(Brown Act)</p>	<p><u>West Valley</u>                      Ray Marquez, Chino Hills (Chair/Vice President)                      Acquanetta Warren, Fontana                      Alan Wapner, Ontario                      Curt Hagman, Supervisor</p> <p><u>East Valley</u>                      Frank Navarro, Colton                      Larry McCallon, Highland                      Dawn Rowe, Supervisor (Vice Chair/President)                      Joe Baca, Jr., Supervisor (MVSS Chair)</p> <p><u>Mountain/Desert</u>                      Art Bishop, Apple Valley (Past President)                      Debra Jones, Victorville                      Rick Denison, Yucca Valley (TC Chair)                      Paul Cook, Supervisor (MDC Chair)</p> <p>Should the chairs of each Committee and the Officers all be from the East Valley, West Valley or Mountain/Desert, additional members may be added to maintain geographical balance. Additional Board Members may be appointed annually at the discretion of the Board President.</p>	<p>6/30/2024                      6/30/2024                      6/30/2024                      6/30/2024</p> <p>6/30/2024                      6/30/2024                      6/30/2024                      6/30/2024</p> <p>6/30/2024                      6/30/2024                      6/30/2024                      6/30/2024</p>
<p><b>Transit Committee</b>                      Membership consists of 12 SBCTA Board Members:                      10 Valley-members, two being Southern California Regional Rail Authority (SCRRA) primary (*) and two being SCRRA alternate (**) members, and 2 Mountain/Desert Board Members.</p> <p>SCRRA members and alternates serve concurrent with their term on the SCRRA Board of Directors as appointed by the SBCTA Board.</p> <p>Other members are appointed by the SBCTA President for 2-year terms.</p>	<p>Provides policy guidance and recommendations to the SBCTA Board of Directors and Southern California Regional Rail Authority (SCRRA) delegates with respect to commuter rail and transit service.</p> <p>* SCRRA Primary Member                      ** SCRRA Alternate Member</p> <p>(Brown Act)</p>	<p>Rick Denison, Yucca Valley (Chair)                      John Dutrey, Montclair** (Vice Chair)                      Eunice Ulloa, Chino                      Ray Marquez, Chino Hills**                      Frank Navarro, Colton                      Acquanetta Warren, Fontana                      Larry McCallon, Highland*                      Alan Wapner, Ontario*                      L. Dennis Michael, Rancho Cucamonga                      Bobby Duncan, Yucaipa                      Dawn Rowe, Supervisor                      Joe Baca, Jr., Supervisor</p>	<p>12/31/2024 (6/30/2024)                      Indeterminate (6/30/2024)                      12/31/2024                      Indeterminate                      12/31/2025                      12/31/2025                      Indeterminate                      Indeterminate                      12/31/2025                      12/31/2025                      12/31/2024                      12/31/2024</p>

## San Bernardino County Transportation Authority (SBCTA) Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p><b>Mountain/Desert Committee</b>                      Membership consists of 11 SBCTA Board Members from each Mountain/Desert jurisdiction and County Supervisors representing the First, and Third Districts.</p>	<p>Provides ongoing policy level oversight related to the full array of SBCTA responsibilities as they pertain specifically to the Mountain/Desert subregion.</p> <p>The Committee also meets as the Mountain/Desert Measure I Committee as it carries out responsibilities for Measure I Mountain/Desert Expenditure Plan.</p> <p>(Brown Act)</p>	<p>Paul Cook, Supervisor (Chair)                      Debra Jones, Victorville (Vice Chair)                      Daniel Ramos, Adelanto                      Art Bishop, Apple Valley                      Carmen Hernandez, Barstow                      Rick Herrick, Big Bear Lake                      Rebekah Swanson, Hesperia                      Janet Jernigan, Needles                      Joel Klink, Twentynine Palms                      Rick Denison, Yucca Valley                      Dawn Rowe, Supervisor</p>	<p>Indeterminate (6/30/2024)                      Indeterminate (6/30/2024)                      Indeterminate                      Indeterminate                      Indeterminate                      Indeterminate                      Indeterminate                      Indeterminate                      Indeterminate                      Indeterminate</p>
<p><b>Legislative Policy Committee</b>                      Membership consists of the following:                      President, Vice-President, Immediate Past President and four Board members appointed by the Board President.</p> <ul style="list-style-type: none"> <li>- 1 East Valley member</li> <li>- 1 West Valley member</li> <li>- 1 Mountain/Desert member</li> <li>- 1 County member</li> </ul> <p>Members shall serve for the duration of the State and Federal two-year legislative session in which they were appointed, with terms expiring December 31 of even-numbered years. The SBCTA Board President shall serve as Chair of the Legislative Policy Committee.</p>	<p>Provide guidance and recommendations to the Board of Directors regarding issues and actions relating to the executive, legislative or judicial branches of the State and Federal government, or any other local governing body.</p> <p>Review and provide input on drafting of State and Federal legislative platform, which will serve as guiding principles to support or oppose State and Federal legislation and regulations.</p> <p>(Brown Act)</p>	<p>Dawn Rowe, Supervisor (President)                      Ray Marquez, Chino Hills (Vice President)                      Art Bishop, Apple Valley (Past President)                      Larry McCallon, Highland                      Alan Wapner, Ontario                      Rick Denison, Yucca Valley                      Paul Cook, Supervisor</p>	<p>Indeterminate                      Indeterminate                      Indeterminate                      12/31/2024                      12/31/2024                      12/31/2024                      12/31/2024</p>

<b><u>Policy Committee Meeting Times</u></b>	General Policy Committee Legislative Policy Committee Transit Committee Mountain/Desert Committee	Second Wednesday, 9:00 a.m., SBCTA Office Second Wednesday, 9:30 a.m., SBCTA Office Second Thursday, 9:00 a.m., SBCTA Office Third Friday, 9:30 a.m., Victorville, CA
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### Board of Directors Study Sessions for Metro Valley Issues

STUDY SESSION	PURPOSE	MEMBERSHIP	TERMS
<p>Board of Directors Study Sessions for Metro Valley Issues                      Refer to SBCTA Policy 10007.</p>	<p>To review, discuss, and make recommendations for actions to be taken at regular meetings of the Board on issues relating to Measure I Projects in the Valley.</p> <p>(Brown Act)</p>	<p>Board of Directors                      Joe Baca Jr., Supervisor (Chair)                      Eunic Ulloa, Chino (Vice Chair)</p>	<p>6/30/2024                      6/30/2024</p>

**Meeting Time:** Second Thursday, 9:30 a.m., SBCTA Office

**Public and Specialized Transportation Advisory and Coordinating Council (PASTACC)**

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>Public and Specialized Transportation Advisory and Coordinating Council (PASTACC)</p> <p>Membership consists of 11 members appointed by the SBCTA Executive Director.</p> <p>5 representing Public Transit Providers                      1 representing County Dept. of Public Works                      2 representing the Consolidated Transportation Services Agency - Omnitrans and VVTA also represent CTSA for the Valley and High Desert respectively.                      5 At Large Members representing Social Service Providers</p>	<p>Subject to the Transportation Development Act (TDA) Section 99238 – establishes PASTACC’s statutory responsibilities;</p> <p>(1) Review and make recommendations on annual Unmet Transit Needs hearing findings                      (2) Score and make recommendations for Federal Transit Administration Section 5310 Capital Grant Program applications                      (3) Assist SBCTA in developing public outreach approach on updating the Coordinated Public Transit/Human Services Transportation Plan                      (4) Review call for projects for Federal Transit Administration Section 5310 grant applications                      (5) Monitor and make recommendations on Federal regulatory processes as they relate to transit and specialized transit                      (6) Monitor and disseminate information in reference to State level law and recommendations as they relate to transit and specialized transit                      (7) Receive annual reports on funded specialized programs funded through FTA Section 5310 and Measure I                      (8) Identify regional or county level areas of unmet needs                      (9) Address special grant or funding opportunities                      (10) Address any special issues of PASTACC voting and non-voting members</p> <p>(Brown Act)</p>	<p>Standing Membership –                      Morongo Basin Transit Authority                      Mountain Transit                      City of Needles Transit Services                      Omnitrans                      Victor Valley Transit Authority                      County of San Bernardino Dept. of Public Works</p> <p>At Large Membership –                      San Bernardino Dept. of Aging and Adult Services                      Foothill Aids                      Anthesis                      Reach Out Morongo Basin                      Loma Linda University Health</p>	<p>On-going                      On-going                      On-going                      On-going                      On-going                      On-going</p> <p>5/31/2027                      9/30/2026                      9/30/2026                      6/30/2025                      5/31/2024</p>

**Meeting Dates and Time:** Bi monthly, beginning in January, 2<sup>nd</sup> Tuesday of the month, 10:00 a.m., (Location rotates: SBCTA Office, VVTA, MBTA)

**Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan**

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan</p> <p>The ITOC shall provide citizen review to ensure that all Measure I funds are spent by the San Bernardino County Transportation Authority (hereby referred to as the Authority) in accordance with provision of the Expenditure Plan and Ordinance No. 04-01. The ordinance specifies that each member of the ITOC have certain credentials or experience as follows:</p> <ul style="list-style-type: none"> <li>A. One member who is a professional in the field of municipal audit, finance and/or budgeting with a minimum of five years in a relevant and senior decision-making position in the public or private sector.</li> <li>B. One member who is a licensed civil engineer or trained transportation planner with at least five years of demonstrated experience in the fields of transportation and/or urban design in government and/or the private sector. No member shall be a recipient or sub-recipient of Measure “I” funding.</li> <li>C. One member who is a current or retired manager of a major publicly financed development or construction project, who by training and experience would understand the complexity, costs and implementation issues in building large scale transportation improvements.</li> <li>D. One member who is current or retired manager of a major privately financed development or construction project, who by training and experience would understand the complexity, costs and implementation issues in building large scale transportation improvements.</li> <li>E. One public member, who possesses the knowledge and skills which will be helpful to the work of the ITOC.</li> </ul> <p>In addition to the appointed members, the SBCTA President and Executive Director will serve as ex-officio members.</p>	<p>The ITOC shall review the annual audits of the Authority; report findings based on the audits to the Authority; and recommend any additional audits for consideration which the ITOC believes may improve the financial operation and integrity of program implementation.</p> <p>The Authority shall hold a publicly noticed meeting, which may or may not be included on the agenda of a regularly scheduled Board meeting, with the participation of the ITOC to consider the findings and recommendations of the audits.</p> <p>(Brown Act)</p>	<p>Cole Jackson (A)                      Gerry Newcombe (B)                      Vacant (C)                      Vacant (D)                      Patrick Morris (E)                      Dawn Rowe, Ex-Officio                      Ray Wolfe, Ex-Officio</p>	<p>10/31/2024                      12/31/2024                        03/01/2025</p>

**SBCTA Ad Hoc Committees**

**The Brown Act does not apply to ad hoc or temporary advisory committees composed of less than a majority of the Board or a standing policy committee. The President of the Board of Directors may designate ad hoc committees to study specific projects or matters for a set time frame subject to the concurrence of the Board of Directors, and shall make appointments to the ad hoc committees. When the subject matter of the ad hoc committee is of relevance to the geographical region of the County as a whole, geographical representation should be considered and if there is lack of interested members to ensure geographical balance the Board President may seek out participation from specific members.**

COMMITTEE	PURPOSE	MEMBERSHIP
<p><b>Housing Trust Ad Hoc Committee</b></p> <p>On January 4, 2023, the Board approved the establishment of this ad hoc committee composed of Board members appointed by the Board President, for a term ending December 31, 2023. On December 6, 2023, the Board approved a 6-month extension of this ad hoc, for a new term ending June 30, 2024. On February 7, 2024, the Board approved a 6-month extension of this ad</p>	<p>To take a broad look into the housing trust and how it interacts with the Council of Governments. This ad hoc has a term ending December 31, 2024.</p>	<p>Eunice Ulloa, Chino                      Deborah Robertson, Rialto                      Alan Wapner, Ontario                      L. Dennis Michael, Rancho Cucamonga                      Daniel Ramos, Adelanto                      Rick Denison, Yucca Valley                      Curt Hagman, Supervisor</p>

<p>hoc, for a new term ending December 31, 2024.</p>		
<p><b>Transportation Investment Plan Ad Hoc Committee</b>                  On June 29, 2022 the Board approved the establishment of this ad hoc committee composed of Board members appointed by the Board President. At the Board Workshop on November 30, 2023, the Board approved a 1-year extension of this ad hoc, for a new term ending December 31, 2024</p>	<p>To look at future Measure options and make recommendations relating to any future local measure. This ad hoc has a term end date of December 31, 2024.</p>	<p>Art Bishop, Apple Valley                  Larry McCallon, Highland                  Alan Wapner, Ontario                  L. Dennis Michael, Rancho Cucamonga                  Joel Klink, Twentynine Palms                  Debra Jones, Victorville                  Bobby Duncan, Yucaipa                  Jesse Armendarez, Supervisor</p>

### SBCTA Technical Advisory Committees

COMMITTEE	PURPOSE	MEETING SCHEDULE
<p><b>Transportation Technical Advisory Committee (TTAC)</b>                  Committee membership consists of a primary staff representative of each SBCTA member agency designated by the City Manager or County Administrative Officer.</p>	<p>SBCTA’s Transportation Technical Advisory Committee was formed by SBCTA management to provide input to SBCTA staff on technical transportation-related matters and formulation of transportation-related policy recommendations to the SBCTA Board of Directors.</p> <p>The TTAC is not a Brown Act committee.</p>	<p>Generally meets on the first Monday of each month at 1:30 PM, at SBCTA.</p>
<p><b>City/County Manager’s Technical Advisory Committee (CCM TAC)</b>                  The committee is composed of up to two representatives of the County Administrator’s Office and the city manager or administrator from each city and town in the County.</p>	<p>SBCTA’s City/County Manager’s Technical Advisory Committee was established in the Joint Powers Authority that established San Bernardino Associated Governments (SANBAG). The primary role of the committee is to provide a forum for the chief executives of SANBAG’s member agencies to become informed about and discuss issues facing SANBAG/SBCTA. It also provides a forum for the discussion of items of mutual concern and a way to cooperate regionally in addressing those concerns.</p> <p>The CCM TAC is a Brown Act Committee.</p>	<p>Meets bimonthly on the first Thursday of the month at 10:00 AM, at SBCTA.</p>
<p><b>Planning and Development Technical Forum (PDTF)</b>                  Committee membership consists of a primary staff representative of each SBCTA member agency designated by the City Manager or County Chief Executive Officer.</p>	<p>The SBCTA Planning and Development Technical Forum was formed by SBCTA management to provide an opportunity for interaction among planning and development representatives of member agencies on planning issues of multijurisdictional importance.</p> <p>The PDTF is not a Brown Act Committee.</p>	<p>Meets the 4th Wednesday of each month at 2:00 p.m. at the Santa Fe Depot (in the SCAG Office).</p>
<p><b>Project Development Teams</b></p>	<p>Project Development Teams (PDTs) are assembled for all major project development activities by SBCTA staff.</p> <p>Teams are generally composed of technical representatives from SBCTA, member jurisdictions appropriate to the project, Caltrans, and other major stakeholder entities that have significant involvement in the project.</p> <p>PDTs make recommendations related to approaches to project development, evaluation of alternatives, and technical solutions.</p> <p>PDTs meet on a regular basis throughout the project phase to review progress and to provide technical input required for project development.</p> <p>The PDTs are not Brown Act Committees.</p>	<p>Varies with the PDT.</p>

## *Minute Action*

AGENDA ITEM: 4

**Date:** *June 13, 2024*

**Subject:**

Pine Avenue Extension and Widening Project in the City of Chino Hills and the City of Chino

**Recommendation:**

Receive and file an update on the Pine Avenue Extension and Widening Project

**Background:**

At the request of the County of San Bernardino, the City of Chino Hills, and the City of Chino, the San Bernardino County Transportation Authority (SBCTA) reviewed the status and readiness of the Pine Avenue Extension and Widening Project (Project) from State Route (SR) 71 to SR 83 (Euclid Avenue).

SBCTA staff performed a high-level review of the following project documents and project development issues:

1. Total Project Cost Estimate dated July 29, 2021.
2. Traffic Impact Analysis Report dated December 2023.
3. Design Speed of Pine Avenue east of SR 71.
4. Flooding due to the Project being within the Prado Basin Dam floodplain area.
5. Draft Environmental Document and Technical Studies dated February 2023.
6. Project Schedule dated February 28, 2024.
7. Preliminary Plans dated June 15, 2021.

**Total Project Cost Estimate** – SBCTA performed an initial review of the July 29, 2021, total cost estimate of \$59.5 million and determined that the estimate needed to be updated reflecting current contract unit prices and escalated to mid-year of construction. Based on SBCTA’s initial analysis, the City of Chino’s consultant updated the total Project cost to approximately \$76.4 million. Upon further review, SBCTA determined that the updated estimate did not include Environmental Mitigation Long Term Management Period costs and complete construction management services. This increased the total Project cost estimate to \$83.4 million.

**Traffic Impact Analysis** – The Traffic Impact Analysis (TIA) was revised in December 2023 and included updating the existing traffic data from year 2016 to 2023. One item the TIA did not address was that the Project will connect to SR 71 and re-direct traffic from the adjacent interchanges at Euclid Avenue, south of Pine Avenue, and Soquel Canyon Parkway-Central Avenue interchange, north of Pine Avenue. SBCTA determined that the adjacent SR 71 freeway interchanges south and north of Pine Avenue needed to be included in the street network analysis for existing year (2023), opening year (2025) with and without improvements, and horizon year (2045) with and without improvements. The updating of the TIA report may further delay the approval of the Final Environmental Document (FED).

**Design Speed of Pine Avenue east of SR 71** – The City of Chino Hills raised concern over the 40 mile per hour (mph) design speed for Pine Avenue. Currently, Pine Avenue has a posted speed limit of 40 mph west of SR 71. SBCTA staff reviewed the existing and proposed Pine Avenue Entity: *San Bernardino County Transportation Authority*

design speed at SR 71 and easterly toward El Prado Road. The existing design speed at the Pine Avenue/SR 71 interchange is 60 mph with a 1,000-foot vertical curve. The design consultant introduced a 457-foot compound vertical curve. Though compound curves are not desirable, it is permissible. The new compound vertical curve results in a proposed design speed of 40 mph. Engineering practice is to design a facility five to 10 mph above the anticipated posted speed limit to allow future flexibility. The Project from SR 71 to Chino Creek is within the jurisdiction of the City of Chino Hills, and they should be consulted on the design speed. The City of Chino will investigate the decision for the lower design speed, but SBCTA staff suspects that the lower design speed was the result of avoiding relocations of 220 kilovolt overhead electrical transmission lines and potentially a tower immediately east of SR 71. The two cities should then meet to discuss options. If the decision is to revise the design to incorporate a higher design speed, the City of Chino will need to review the environmental footprint to determine if additional environmental studies are required, potentially further delaying the FED.

**Flooding due to the Project being within the Prado Basin Dam floodplain area** – Since the Project is within the Prado Basin floodplain, SBCTA has assessed the risk of closing Pine Avenue due to flooding. SBCTA determined that the new Pine Avenue would not flood in a 50-year storm event but would flood in a 100-year event. SBCTA has determined that this is acceptable since the new Pine Avenue will be significantly above the highest recorded water surface in Prado basin. The estimated cost to design the new Pine Avenue to meet the 100-year storm event could be four times the current project estimate.

**Draft Environmental Document and Technical Studies** – The Draft Environmental Document (DED) that was prepared for the Project was an Initial Study [with Proposed] Mitigated Negative Declaration/Environmental Assessment under the California Environmental Quality Act and National Environmental Policy Act. SBCTA and the California Department of Transportation (Caltrans) concur that this is the appropriate environmental document for the project. The DED was circulated for public comments in March 2023. Caltrans is currently reviewing the FED. Based on discussions with Caltrans staff, they have identified an issue with the Air Quality Conformity and have informed the City of Chino that updated Air Quality Studies are required. With this, they have also requested a schedule update from the City of Chino.

**Project Schedule** – SBCTA staff has reviewed the City of Chino’s currently updated schedule. The City of Chino has a target date to have the Project “Ready to List” (RTL) in October 2024. Based on the above discussed items, SBCTA has determined that the FED may not be approved until spring of 2025. Another key item to note is that the current project schedule allocated only four months for right-of-way activities. The largest landholder is the United States Army Corps of Engineers (USACOE), and our experience with the USACOE is that it will take a minimum of six to 10 months to resolve project right-of-way needs and associated mitigation of embankment within the Prado Basin area. Also, the environmental resource agency permits that include Section 401, 404, 1602 and a California Endangered Species Act Incidental Take Permit cannot be finalized until approval of the FED, which is normally a six-month period. SBCTA has determined that the Project RTL will likely slip into late 2025 or early 2026.

In conclusion, the Project still faces many hurdles to overcome and will not be ready for construction in October 2024. A concerted effort by the City of Chino to address the issues listed above and any others that arise as they coordinate with key stakeholders, including the



Board of Directors Metro Valley Study Session Agenda Item

June 13, 2024

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City of Chino Hills, is imperative now. The most likely concern is the significant increase in Project costs. The City of Chino is looking at their capacity to absorb the increases, recognizing that by the time they are ready to award a construction contract, those costs will have increased further.

**Financial Impact:**

This item has no financial impact on the adopted Budget for Fiscal Year 2024/2025.

**Reviewed By:**

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

**Responsible Staff:**

Sal Chavez, Project Delivery Manager

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Approved  
Board of Directors Metro Valley Study Session  
Date: June 13, 2024

Witnessed By:



Attachment: Vicinity Map-01 (10603 : Pine Ave Extension and Widening Project)

Regional Vicinity  
Pine Avenue Extension Project

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## *Minute Action*

AGENDA ITEM: 5

***Date:*** June 13, 2024

***Subject:***

State Route 60 Central Avenue Interchange Improvement Project Amendment No. 4 to Contract No. 18-1001811 with Dynamic Engineering Services, Inc.

***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:

- A. Approve an exception to Contracting and Procurement Policy No. 11000 to extend the termination date of Contract No. 18-1001811 with Dynamic Engineering Services, Inc. (DESI), for Construction Management services for the State Route 60 Central Avenue Interchange Improvement Project beyond the five-year maximum term.
- B. Approve Amendment No. 4 to Contract No. 18-1001811 to extend the contract termination date to October 3, 2025, to allow DESI sufficient time to perform inspections during the one-year plant establishment period, support closeout activities, and increase the contract amount by \$60,000.00 for a revised contract total of \$4,098,342.63.

***Background:***

The State Route (SR) 60 Central Avenue Interchange Improvement Project (Project) proposes to widen the existing Central Avenue Bridge over SR 60, widen both westbound and eastbound on-ramps, and improve both ramp intersections. The Project would improve local street circulation, facilitate freeway access for the City of Chino (City), and improve regional mobility. San Bernardino County Transportation Authority (SBCTA) and the City executed Cooperative Agreement No. R14050 in June 2014, whereby SBCTA would be the lead agency for all Project phases.

On April 4, 2018, Contract No. 18-1001811 was approved with Dynamic Engineering Services, Inc. (DESI) for construction management of the Project. Construction management activities include constructability review of the Project plans and specifications, bid and award support, and management of the construction contract. Advertisement of the contract was deferred as staff applied for, and were able to allocate, over \$8 million of State Trade Corridors Improvement Funds. The construction contract was advertised on August 4, 2020, and awarded on December 2, 2020. Work began after a Notice to Proceed was issued on January 20, 2021.

Construction of the interchange improvements at large has been completed including widening of the bridge, construction of the bridge barrier walls, construction of the retaining walls, installation of signal poles, slope paving, installation of irrigation, and landscape planting. The Project includes a one-year Plant Establishment (PE) period which begins after completion of landscape planting and inspection by City and California Department of Transportation (Caltrans) inspectors. Completion of the landscape planting however was delayed by approximately five months due to unavailability of hardscape materials such as the proper sizes of rock mulch and various plant species specified in the plant list. The PE period would end in March 2025. Staff is recommending that the Board of Directors (Board) approve a contract time extension for Contract No. 18-1001811 through October 3, 2025, to allow DESI sufficient time to perform inspections during the one-year PE period and support closeout activities.

*Entity: San Bernardino County Transportation Authority*

## Board of Directors Metro Valley Study Session Agenda Item

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Based on a review of the remaining construction management support for DESI, staff is also recommending that the Board approve an increase to the contract amount by \$60,000.00 for a revised total of \$4,098,342.63, to allow DESI to complete the PE period within a revised Project budget. The amount requested in this amendment is within the balance of the cooperative agreement with the City; therefore, an amendment to the cooperative agreement with the City is not necessary.

This termination date places the contract duration beyond the five-year contract term under SBCTA's Contracting and Procurement Policy No. 11000. DESI was selected through a competitive procurement process as the most qualified firm to perform construction management services for this Project based on a review of their proposal and an interview by a panel consisting of SBCTA, City, and Caltrans staff. DESI has been providing competent services in execution of their contract. This amendment will provide the needed construction management services during PE and closeout without disruption to the overall project delivery. To date, the qualifications and performance support processing this amendment with DESI through project completion. This amendment complies with Contracting and Procurement Policy No. 11000, V.C.3.d, as DESI is the best firm positioned to perform this work due to their unique knowledge of the Project.

***Financial Impact:***

This Project is included in the adopted Budget for Fiscal Year 2024/2025 and funded with Valley Interchange Measure I funds and City of Chino funds in Program 40, Project Delivery under Task 0830 Interchange Projects, Sub Task 0893 SR 60 Central.

***Reviewed By:***

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

***Responsible Staff:***

Sal Chavez, Project Delivery Manager

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Approved  
Board of Directors Metro Valley Study Session  
Date: June 13, 2024

Witnessed By:

**General Contract Information**

Contract No: 18-1001811 Amendment No.: 4  
 Contract Class: Payable Department: Project Delivery  
 Vendor No.: 02924 Vendor Name: Dynamic Engineering Services, Inc.  
 Description: Construction Management Services for SR-60 Central Avenue Interchange Project

List Any Related Contract Nos.:

Dollar Amount					
Original Contract	\$	3,196,115.80	Original Contingency	\$	319,611.00
Prior Amendments	\$	522,615.83	Prior Amendments	\$	-
Prior Contingency Released	\$	319,611.00	Prior Contingency Released (-)	\$	(319,611.00)
Current Amendment	\$	60,000.00	Current Amendment	\$	-
<b>Total/Revised Contract Value</b>	<b>\$</b>	<b>4,098,342.63</b>	<b>Total Contingency Value</b>	<b>\$</b>	<b>-</b>
<b>Total Dollar Authority (Contract Value and Contingency)</b>				<b>\$</b>	<b>4,098,342.63</b>

**Contract Authorization**

Board of Directors Date: 07/03/2024 Committee Item #

**Contract Management (Internal Purposes Only)**

Other Contracts Local Sole Source? No No Budget Adjustment N/A  
Construction Management

**Accounts Payable**

Estimated Start Date: 04/04/2018 Expiration Date: 10/04/2024 Revised Expiration Date: 10/03/2025

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

		Total Contract Funding:		Total Contingency:						
Fund	Prog	Task	Task	Object	Revenue	PA Level	Revenue Code Name	\$	\$	
GL	6010	40	0830	0893	52005	42405002	5	City of Chino	2,409,825.47	-
GL	4120	40	0830	0893	52005	41100000	5	MSI Valley Interchange	1,688,517.16	-
GL									-	-
GL									-	-
GL									-	-
GL									-	-
GL									-	-
GL									-	-
GL									-	-
GL									-	-
GL									-	-
GL									-	-
GL									-	-
GL									-	-
GL									-	-

Pralisa Amatya  
Project Manager (Print Name)

Kristi Harris  
Task Manager (Print Name)

Additional Notes:

Attachment: CSS 18-1001811-04 [Revision 1] (10592 : SR 60 Central Avenue IC Improvement Project Amendment No. 4 to Contract No.18-

**AMENDMENT NO. 4 TO CONTRACT NO. 18-1001811**

**FOR**

**CONSTRUCTION MANAGEMENT SERVICES**

**SR-60/CENTRAL AVENUE INTERCHANGE IMPROVEMENT PROJECT**

**(DYNAMIC ENGINEERING SERVICES, INC.)**

This AMENDMENT No. 4 to Contract No. 18-1001811 is made by and between Dynamic Engineering Services, Inc. (“Consultant”) and the San Bernardino County Transportation Authority (“SBCTA”). SBCTA and CONSULTANT are each a “Party” and collectively the “Parties” herein.

**RECITALS:**

- A. On April 4, 2018, the SBCTA Board approved Contract No. 18-1001811 (“Contract”) to engage the services of Consultant to provide professional services for construction management of the State Route 60 Interchange Improvement (“Project”), and also authorized contingency of \$319,611.
- B. On June 21, 2018, a contingency amendment of \$6,000 was approved, increasing the contract amount to \$3,202,115.80.
- C. Completion of the construction of the Project is now forecasted to extend beyond the original planned completion date due to several factors, therefore extending the project schedule.
- D. On March 1, 2023, the SBCTA Board approved Amendment No. 1 to the Contract No. 18-1001811, which was executed on March 6, 2023, to extend the Contract termination date through October 4, 2024, to allow Consultant to complete work within the revised project schedule.
- E. On March 7, 2023, a contingency amendment of \$313,611.00 was approved, increasing the contract amount to \$3,515,726.80.
- F. On June 7, 2023, the SBCTA Board approved Amendment No. 2, increasing the contract amount by \$422,615.83 to \$3,938,342.63.
- G. In January 2024, an amendment to increase the Not-to-Exceed amount by \$100,000.00, was approved by the Executive Director for a revised total of \$4,038,342.63, to allow Consultant to complete work within a revised project budget.
- H. The project forecast completion of the Plant Establishment period was adjusted due to several factors.
- I. Parties desire to extend the Contract termination date to allow Consultant to complete work within the revised schedule and increase the Not-to-Exceed amount by \$60,000, for a revised total of \$4,098,342.63, to allow Consultant to complete work within a revised project budget.

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

1. Amend Section 4.1 in its entirety to read as follows:

“This Contract shall go into effect on April 4, 2018, contingent upon approval by SBCTA’s Awarding Authority, and Consultant shall commence work after written notification to proceed by SBCTA’s Procurement Analyst. The Contract shall end on October 3, 2025, unless extended by written amendment.”

2. Delete Section 5.1 in its entirety and replace with the following:

“Total compensation to CONSULTANT for full and complete performance of the Work in compliance with all the terms and conditions of this Contract shall be on a Specified Rates of Compensation basis for all obligations incurred in, or application to, Consultant’s performance of Work and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and services (except as may be explicitly set forth in this Contract as furnished by SBCTA), and shall not exceed \$4,098,342.63, unless authorized by a contract amendment.”

3. The Recitals set forth above are incorporated herein by this reference.
4. Except as amended by this Amendment No. 4, all other provisions of the Contract, including all previous amendments, shall remain in full force and effect.
5. This Amendment No. 4 is effective on the date executed by SBCTA.

-----SIGNATURES ON FOLLOWING PAGE-----

IN WITNESS WHEREOF, the authorized parties have signed below.

**DYNAMIC ENGINEERING SERVICES,  
INC., A CALIFORNIA CORPORATION**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Victor O Moore  
Chief Executive Officer

By: \_\_\_\_\_  
Dawn M. Rowe  
Board President

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

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Chia-Chi Wang  
Chief Financial Officer

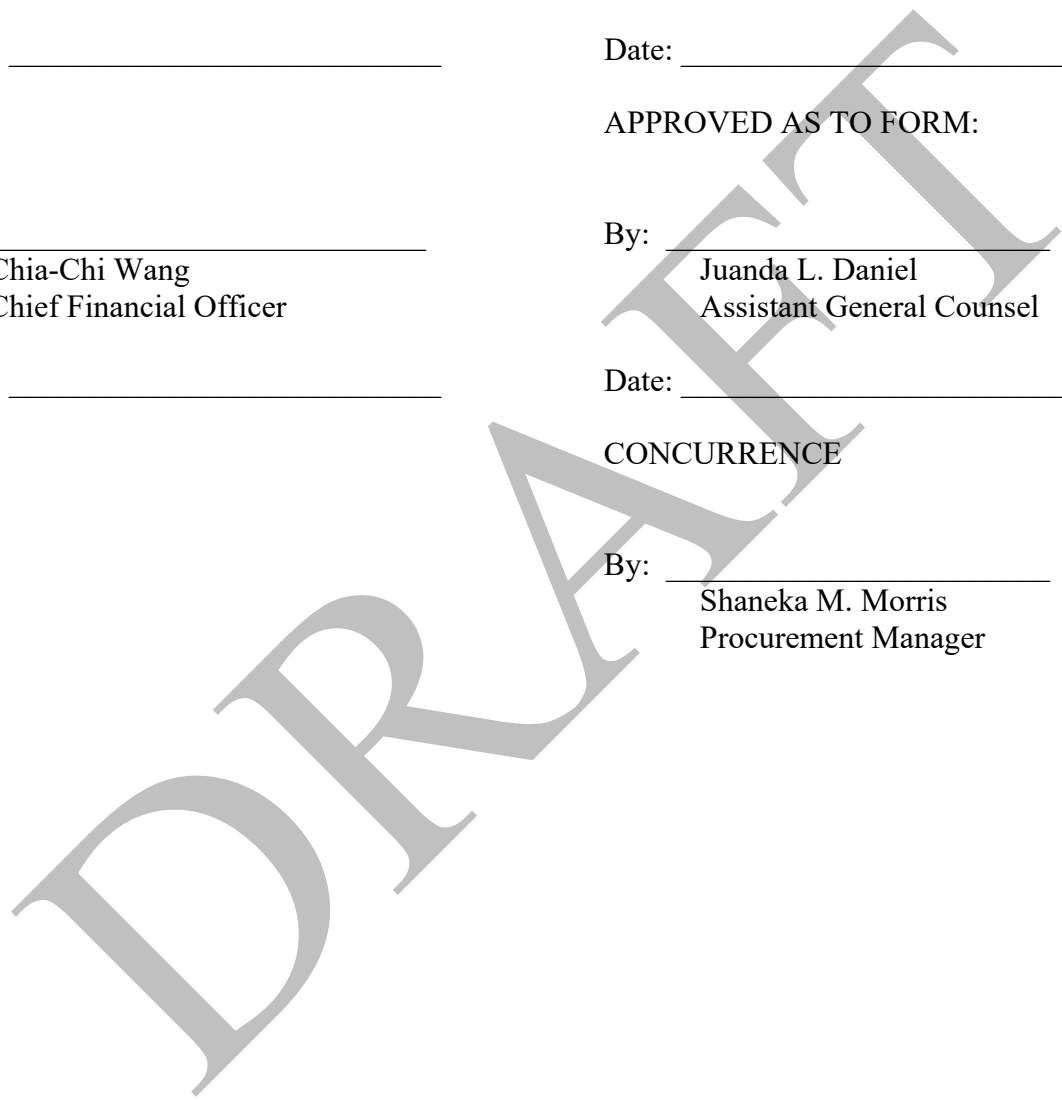
By: \_\_\_\_\_  
Juanda L. Daniel  
Assistant General Counsel

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

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

CONCURRENCE

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



Attachment: 18-1001811-04 (10592 : SR 60 Central Avenue IC Improvement Project Amendment No. 4 to Contract No.18-1001811 with DESI)



## *Minute Action*

AGENDA ITEM: 6

***Date:*** June 13, 2024

***Subject:***

Interstate 215 Bi-County/Segment-5 Landscape Project Release of Invitation for Bids No. 24-1003062

***Recommendation:***

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

Authorize the Executive Director, or his designee, to release Invitation for Bids No. 24-1003062 for the construction of Interstate 215 Bi-County/Segment-5 Landscape Project, subject to final approval of the Plans, Specifications, and Estimates package, Federal Funding Authorization (E-76 approval), and approval as to form by SBCTA General Counsel, or her designee.

***Background:***

The construction of Interstate 215 (I-215) Bi-County High Occupancy Vehicle (HOV) Gap Closure Project was completed in 2015 and possessed an environmental commitment for follow-up landscape projects. The visual enhancements on the I-215 Bi-County HOV Gap Closure Project were limited to rock blanket at the interchanges, gravel mulch shoulder backing, and retaining wall aesthetics along portions of the I-215 mainline, which is consistent with the adjacent I-215 segments running through San Bernardino and Riverside Counties. At the same time, follow-up landscaping work has been in progress on the I-215 Corridor Widening Project through San Bernardino, with the last segment of work being Segment 5.

In the fall of 2021, San Bernardino County Transportation Authority (SBCTA) staff identified the I-215 Segment-5 Landscape Project as a project to be combined with the I-215 Bi-County Landscape Project. Both projects had the same construction management firm contracted with SBCTA, and moving forward with these two segments as one project would increase cost-efficiency during design, construction management, and construction. The SBCTA Board of Directors (Board) approved this combined approach in April 2022.

The follow-up combined landscape project, I-215 Bi-County Landscape and I-215 Segment 5 Landscape (Project), proposes drought tolerant low maintenance highway planting, gravel and wood mulch, and addition of irrigation infrastructure with smart technology. The Bi-County limits are from the Orange Show Road Interchange in the City of San Bernardino to the San Bernardino/Riverside County line just south of the I-215 Iowa Avenue/La Cadena Drive Interchange in the City of Colton. The Segment-5 limits are from Massachusetts Avenue on the south end to the I-215/State Route 210 junction on the north end.

The 100% Plans, Specifications, and Estimates (PS&E) have been submitted to California Department of Transportation for final review, and their approval is anticipated in June 2024. The landscaping construction capital, including a one-year plant establishment, is currently estimated to cost \$9.9 million based on the 100% Engineer's Estimate.

An Invitation for Bids (IFB) has been prepared based on this PS&E package. Staff is recommending that the Board authorize the Executive Director, or his designee, to advertise the construction contract for the Project through the release of IFB No. 24-1003062, subject to

*Entity: San Bernardino County Transportation Authority*

## Board of Directors Metro Valley Study Session Agenda Item

June 13, 2024

Page 2

approval as to form by General Counsel, or her designee, final approval of the PS&E package, and funding allocation (E-76 approval). The Project can then be advertised for construction with an anticipated award of a construction contract to be brought directly to the Board for approval in November 2024.

**Financial Impact:**

This item is consistent with the adopted Budget for Fiscal Year 2024/2025 under Task No. 0820 Freeway Projects, Sub-Task No. 0839 I-215 Bi-County Landscape Project, and Sub-Task No. 838 I-215 Segment-5 Landscape Project, and is funded with Measure I, Projects of National and Regional Significance, and Surface Transportation Program Funds.

**Reviewed By:**

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

**Responsible Staff:**

Juan Lizarde, Project Manager

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Approved  
Board of Directors Metro Valley Study Session  
Date: June 13, 2024

Witnessed By:

## *Minute Action*

AGENDA ITEM: 7

***Date:*** June 13, 2024

***Subject:***

Contract No. 24-1003170 with WattEV Inc. for Zero-Emission Truck Charging Station Expansion in San Bernardino

***Recommendation:***

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

A. Authorize the Executive Director, or his designee, to finalize and execute Contract No. 24-1003170 with WattEV SB1, Inc., for construction of a Zero-Emission Truck Charging Station Expansion in San Bernardino, subject to approval as to form by SBCTA General Counsel.

B. Authorize an exception to SBCTA Contracting and Procurement Policy No. 11000 Section IV.B.4, to allow for a six-year contract term, given that the policy limits contracts to a five-year term, absent SBCTA Board approval.

***Background:***

In 2017, the State Legislature passed, and the Governor signed, Senate Bill 1 (SB 1), known as the Road Repair and Accountability Act, increasing transportation funding and instituting transportation funding reforms. One of the key competitive programs funded by SB 1 is the Trade Corridor Enhancement Program (TCEP), targeted at \$300 million in grant funding per year. The TCEP provides an ongoing source of State funding dedicated to freight-related projects.

This statewide, competitive program provides funding for infrastructure improvements on federally designated Trade Corridors of National and Regional Significance on the Primary Freight Network and along corridors that have a high volume of freight movement. The program is administered by the California Transportation Commission (CTC).

Consistent with the SB 1 Grant Application Strategy presented to the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) in November 2021, SBCTA staff submitted TCEP applications requesting funding for the Interstate 10 (I-10) Corridor Freight and Managed Lane Project, Contract 2 (I-10 Contract 2) and the US 395 Freight Mobility and Safety Project, Phase 2. On June 28, 2023, the CTC adopted the Program of Projects for the 2022 TCEP, awarding \$85 million to the I-10 project and \$35 million to the US 395 project. The award for the I-10 project included \$5 million to partially fund a hydrogen truck fueling station in Colton and \$5 million to partially fund expansion of the WattEV electric truck charging station in San Bernardino.

The CTC Accountability and Transparency Guidelines require SBCTA to enter into a Baseline Agreement with the California Department of Transportation (Caltrans) and the CTC for any project receiving TCEP funds. The Baseline Agreement sets forth the agreed upon expected project benefits, scope, schedule, and cost and provides a benchmark for comparison to the current status of the project and the forecast of conditions under a no-build scenario.

*Entity: San Bernardino County Transportation Authority*

Board of Directors Metro Valley Study Session Agenda Item

June 13, 2024

Page 2

Baseline Agreements identify the agency responsible for meeting the reporting requirements and, for locally implemented projects, identify Caltrans' responsibilities relative to the type and location of the project. Additionally, the CTC considers the Baseline Agreement as the front-end document that forms the foundation for in-progress and follow-up accountability. The Baseline Agreement for the I-10 Contract 2 was approved by the CTC in January 2024.

The next step in the process that leads to project construction is "funding allocation," at which time the grant funding is considered secured, and the allocated phase of the project can advance to construction. The first phase ready for construction for I-10 Contract 2 is the WattEV zero-emission truck charging station, and the CTC expects that an agreement for construction between the grantee (SBCTA) and the vendor (WattEV SB1, Inc.) will be presented along with the allocation request. The allocation request is scheduled to go to the CTC for approval in August 2024, making the July SBCTA Board meeting the last meeting prior to the CTC meeting where the agreement can be approved. Given that final wording of the agreement between SBCTA and WattEV SB1, Inc. is being negotiated, staff is requesting that the Executive Director, or his designee, be authorized to execute Contract No. 24-1003170 once final wording has been settled.

Contract No. 24-1003170 covers expansion of the WattEV zero-emission truck charging station on E Street south of Orange Show Road in the City of San Bernardino. It will incorporate 30 Combined Charging System (CCS) 240 KW chargers and 6 Megawatt Charging System (MCS) 1200 KW chargers in order to increase charger capacity on the current site. The current site became operational as of March 2024 and will be referred to as Phase 1. The expansion, on which the 2022 TCEP funding will be expended, will be referred to as Phase 2. The current generation of trucks all use CCS, but the addition of MCS chargers at this site will help support emerging battery/truck technologies to scale. The TCEP funds are not funding components of Phase 1; TCEP funds will only be contributing to the implementation of Phase 2.

The total estimated cost to construct Phase 2 is \$7,999,875. The TCEP dollars will fund \$5,000,000 of this cost, with WattEV funding the matching 60% or \$2,999,875 of the total estimated cost of construction. The agreement stipulates that WattEV SB1, Inc. will operate and maintain the site for a minimum of five years after construction acceptance by SBCTA. Construction acceptance is expected by June 30, 2025, so that the contract will terminate June 30, 2030. This six-year term requires an exception to SBCTA Contracting Policy IV.B.4, which states: *"Unless otherwise authorized by the Board, the maximum term for Contracts or Purchase Orders shall be five years ...."*

***Financial Impact:***

The Project is included in the adopted Budget for Fiscal Year 2024/2025 and funded with state SB 1 Trade Corridor Enhancement Program funds in Program 20, Planning.

***Reviewed By:***

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

***Responsible Staff:***

Steve Smith, Director of Planning & Regional Programs

San Bernardino County Transportation Authority

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Approved  
Board of Directors Metro Valley Study Session  
Date: June 13, 2024  
Witnessed By:

**General Contract Information**

Contract No: 24-1003170 Amendment No.: \_\_\_\_\_  
 Contract Class: Payable Department: Planning and Regional  
 Vendor No.: 04012 Vendor Name: WattEV SB1, Inc.  
 Description: Construction of a Zero-Emission Truck Charging Station Expansion in San Bernardino  
 List Any Related Contract Nos.: \_\_\_\_\_

Dollar Amount					
Original Contract	\$	5,000,000.00	Original Contingency	\$	-
Prior Amendments	\$	-	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
<b>Total/Revised Contract Value</b>	<b>\$</b>	<b>5,000,000.00</b>	<b>Total Contingency Value</b>	<b>\$</b>	<b>-</b>
<b>Total Dollar Authority (Contract Value and Contingency)</b>				<b>\$</b>	<b>5,000,000.00</b>

**Contract Authorization**

Board of Directors \_\_\_\_\_ Date: 07/03/2024 \_\_\_\_\_ Committee \_\_\_\_\_ Item # \_\_\_\_\_

**Contract Management (Internal Purposes Only)**

Capital Project Contracts \_\_\_\_\_ Sole Source? No \_\_\_\_\_ No Budget Adjustment \_\_\_\_\_  
 State \_\_\_\_\_ Construction \_\_\_\_\_ N/A \_\_\_\_\_

**Accounts Payable**

Estimated Start Date: 08/31/2024 Expiration Date: 06/30/2030 Revised Expiration Date: \_\_\_\_\_  
 NHS: No QMP/QAP: No Prevailing Wage: Yes

							Total Contract Funding:		Total Contingency:		
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$		\$	
GL	2704	20	0404	0000	53701	42217701	SB 1 TCEP	5,000,000.00		-	
GL								5,000,000.00		-	
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\_\_\_\_\_  
 Steve Smith  
 Project Manager (Print Name)

\_\_\_\_\_  
 Steve Smith  
 Task Manager (Print Name)

Additional Notes:

Attachment: CSS - Revised - 08-25-2022 10.11am [Revision 1] (10671 : Contract No. 24-1003170 with WattEV Inc. for I-10 Zero-Emission Truck

**CONTRACT NO. 24-1003170****BY AND BETWEEN****SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY****AND****WattEV SB1, INC.****FOR****ZERO-EMISSION TRUCK CHARGING STATION EXPANSION IN  
SAN BERNARDINO**

This contract (“Contract”) is effective on the Effective Date as defined herein, by and between San Bernardino County Transportation Authority (“SBCTA”), whose address is 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, California 92410-1715, and **WattEV SB1, Inc.** (“CONTRACTOR”) whose address is 444 West Ocean Boulevard Suite 1250 Long Beach CA 90802-8131. SBCTA and CONTRACTOR are each a “Party” and collectively the “Parties” herein.

**RECITALS:**

WHEREAS, the California Transportation Commission (CTC) adopted the 2022 Trade Corridor Enhancement Program (TCEP) – Program of Projects, by means of Resolution G-23-46, on June 28, 2023; and

WHEREAS, CTC awarded SBCTA TCEP funds for the Interstate 10 Corridor Freight and Managed Lane Project, I-15 to Pepper Avenue; and

WHEREAS, SBCTA had included funding for the WattEV Zero-Emission Truck Charging Station Expansion in San Bernardino (PROJECT) as part of its TCEP funding application; and

WHEREAS, **WattEV SB1, Inc.** is a California corporation with its principal office at 444 West Ocean Boulevard, Suite 1250, Long Beach, California 90802-8131; and,

WHEREAS, **WattEV SB1, Inc.** is a constructor and operator of electric truck charging stations; and,

WHEREAS, completion of the PROJECT will accelerate the transition to zero-emission trucks and improve air quality in San Bernardino County and reduce greenhouse gas emissions overall;

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

## **ARTICLE 1. PROJECT DESCRIPTION**

The PROJECT includes an expansion of the WattEV zero-emission truck charging station on E Street south of Orange Show Road in the City of San Bernardino. The PROJECT will incorporate 30 Combined Charging System (CCS) 240 KW chargers and 6 Megawatt Charging System (MCS) 1200 KW chargers in order to increase charger capacity on the current site. The current site became operational as of March 2024 and will be referred to as Phase 1. The expansion, on which the 2022 TCEP funding will be expended, will be referred to as Phase 2. The current generation of trucks all use CCS, but the addition of MCS chargers at this site will help support emerging battery/truck technologies to scale. The TCEP funds are not funding components of Phase 1; TCEP funds will only be contributing to the implementation of Phase 2.

The following exhibits, which further describe and depict the PROJECT, are incorporated by reference and made a part of this CONTRACT:

Exhibit A, "Statement of Work (Project Components/Tasks)";

Exhibit B, " Project Location Map";

Exhibit C, " Project Budget";

Exhibit D, " Project Schedule";

Exhibit E, "Public Benefits"

## **ARTICLE 2. Funding, Construction, and Maintenance of the PROJECT**

2.1 The total estimated cost to construct the PROJECT (exclusive of any costs for SBCTA to administer this PROJECT, as set forth in Section 5.8 below) is \$7,999,875 (Seven Million, Nine Hundred Ninety-Nine Thousand, Eight Hundred Seventy-Five Dollars). The TCEP dollars will fund \$5,000,000 (or 62.5%) of the total cost, with CONTRACTOR funding \$2,999,875, or 37.5%, of the total estimated cost of construction, as reflected in Exhibit C, "Project Budget." In no case shall SBCTA's share of PROJECT costs exceed \$5,000,000.

CONTRACTOR and SBCTA shall work together in good faith to complete the PROJECT as contemplated in this CONTRACT and in accordance with the PROJECT Schedule as set forth in Exhibit D. CONTRACTOR and SBCTA shall establish periodic meetings and/or telephone calls for coordinating issues related to the construction of the PROJECT. Each Party shall designate a representative (or representatives) for such meetings and/or telephone calls and the representatives shall establish a schedule for joint meetings and bring such other individuals to such meetings as they deem appropriate to expedite the resolution of any issues that may arise. The purpose of these coordination meetings is, among other things, to work together to resolve issues and coordinate timelines and milestones in accordance with the then-current PROJECT schedule. SBCTA shall document all such PROJECT status meetings. The participants at such meetings shall have no authority to alter the terms of this CONTRACT or the Parties' respective rights and obligations, which can only be affected by a written amendment executed by both Parties.

2.2 CONTRACTOR is responsible for construction engineering or arranging same, including, but not limited to, construction management, inspection, construction surveying, laboratory and field testing, preparation and processing of field reports, records, estimates, and final reports. All work and submittals shall be completed in accordance with the applicable



electrical standards of the State of California and the City of San Bernardino. Work submittals must contain the information required to comply with a state audit, associated with either the TCEP funding or other purpose. CONTRACTOR personnel shall be made available in support of any audit that occurs subsequent to completion of the PROJECT, at no additional charge to the PROJECT.

2.3 CONTRACTOR will be responsible, pursuant to this CONTRACT, to achieve the Public Benefits described in Exhibit E upon completion of the PROJECT as described in Exhibit A. These benefits shall not expire for any PROJECT component with the termination of this CONTRACT, but shall remain an obligation of CONTRACTOR for a minimum of five years following SBCTA's acceptance of the PROJECT. CONTRACTOR shall perform all necessary PROJECT maintenance during and subsequent to the completion of the PROJECT to ensure that the PROJECT continues to generate the Public Benefits, subject to and in accordance with the terms of the "Public Benefits" set forth in Exhibit E.

2.4 SBCTA shall designate a PROJECT Manager to monitor the PROJECT and inspect the work performed by CONTRACTOR under this CONTRACT. CONTRACTOR shall also designate one or more PROJECT Managers to coordinate CONTRACTOR's activities under this CONTRACT. Each Party shall notify the other in writing of their designated PROJECT Manager(s) or of any change in their respective designated PROJECT Manager(s).

2.5 SBCTA's PROJECT Manager and all SBCTA employees entering CONTRACTOR property shall be accompanied by a CONTRACTOR representative and observe all applicable CONTRACTOR safety rules, regulations, and standards, including those requiring use of protective eyewear and clothing. CONTRACTOR shall provide a copy of applicable safety rules to SBCTA's PROJECT Manager.

2.6 CONTRACTOR shall seek and receive all required permits and approvals necessary to perform PROJECT work, if any. The cost of permit applications either is included in the PROJECT cost or was paid for during PROJECT engineering. Permits and approvals are defined as all approvals legally required by any public agency that has jurisdictional authority or responsibility over regulating or permitting PROJECT work. The Parties shall jointly agree upon which permits are considered legally required for PROJECT. In the event that any public agency claims jurisdictional authority or responsibility over regulating or permitting PROJECT work and asserts a need to issue one or more unanticipated permits, the Parties shall work jointly to resolve the issuance of said permit.

2.7 SBCTA and CONTRACTOR have complied with the requirements of the California Environmental Quality Act (CEQA) as they apply to funding decisions for the PROJECT.

2.8 CONTRACTOR shall comply with all environmental laws applicable to CONTRACTOR's construction of the PROJECT.

2.9 CONTRACTOR agrees to insert in all contracts for work on the PROJECT clauses that require such contracts to pay workers on the PROJECT to be paid not less than the general prevailing wage rate as predetermined by the California Director of Industrial Relations to the extent required in California Labor Code Sections 1720-1815. SBCTA shall provide prior to its Notice to Proceed the applicable prevailing wage determinations for the PROJECT or a link to where such determinations may be found.

2.10 This CONTRACT is subject to any additional regulations, restrictions, limitations, conditions, or any statute enacted by the United States Government, the California Legislature or the California Treasurer that may affect the provisions, terms, or funding of this CONTRACT in any manner instituted prior to completion of the PROJECT.

### **ARTICLE 3. PROMPT PAYMENT/RETENTION**

CONTRACTOR is required to pay all subcontractors for satisfactory performance of their work no later than 7 days from the date CONTRACTOR receives payment from SBCTA. SBCTA shall hold retainage from CONTRACTOR of 5% from its payments to CONTRACTOR and shall make prompt and regular incremental acceptances of portions, as determined by SBCTA, of the contract work and pay retainage to the CONTRACTOR based on these acceptances. The CONTRACTOR or subcontractor(s) shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work. Any delay or postponement of payment may take place only for good cause and with SBCTA's prior written approval. Any violation of these provisions shall subject CONTRACTOR to the penalties, sanctions, and other remedies specified in section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the CONTRACTOR or subcontractor in the event of: a dispute involving late payment or nonpayment by the CONTRACTOR; deficient subcontractor performance; and/or non-compliance by a subcontractor. This Article applies to DBE and non-DBE sub-contractors.

### **ARTICLE 4. COMPENSATION**

- 4.1 SBCTA agrees to provide funds and will pay reimbursable costs for the PROJECT based upon allowable costs described in this CONTRACT, to the extent applicable, to CONTRACTOR, not to exceed the total SBCTA Cost amount shown in Exhibit C (i.e., up to \$5,000,000 in TCEP funding, not to exceed 62.5% of the final PROJECT cost). Allowable costs for the PROJECT will include applicable sales and use taxes and additives including, for example, the cost of vehicles, machinery, tools, supervision, clerical, lodging and rents, and applicable payroll related costs. SBCTA reserves the right to hold the retainage after the TCEP billings reach \$3,000,000 (i.e., retain up to \$100,000) until the termination date of the CONTRACT as a form of guarantee that CONTRACTOR will operate and maintain the charging facility for the required minimum five-year period following construction acceptance by SBCTA.
- 4.2 CONTRACTOR shall submit to SBCTA, monthly in arrears, an invoice that has been signed by CONTRACTOR's PROJECT Manager for actual funds expended for PROJECT work, with back-up documentation to support the amount invoiced. SBCTA shall remit payment of invoices to CONTRACTOR within forty-five (45) days of receipt. Allowable invoice amounts for PROJECT costs shall be determined pursuant to the provisions of Article 2.
- 4.3 CONTRACTOR and its subcontractors shall establish and/or maintain an accounting system and records that properly accumulate and segregate incurred PROJECT costs. CONTRACTOR and its subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for payment of invoices.

- 4.4 It is expected that CONTRACTOR has performed appropriate risk management analysis and included appropriate contingencies in PROJECT estimate. Subject to the terms of this CONTRACT, CONTRACTOR will fund all PROJECT costs, including cost overruns in excess of the funds provided by SBCTA, as set forth in Section 2.1.
- 4.5 The Parties recognize that the actual cost of the PROJECT may vary from the amount obligated under this CONTRACT and intend that SBCTA's obligation hereunder is reasonable to cover such; provided, however, that SBCTA shall in no event be required to pay amounts in excess of the amount established in Article IV, Paragraph 4.1, and herein above.
- 4.6 Following completion of the PROJECT, CONTRACTOR shall determine the actual final allowable cost of the PROJECT and provide a final billing to SBCTA. CONTRACTOR shall be responsible for preparing a final PROJECT expenditure report and submitting it to SBCTA within one hundred eighty (180) days of PROJECT completion. The report shall identify the itemized costs incurred on the PROJECT and the sources of funds and shall itemize the 5% retention identified in Articles 3 and 4.1.
- 4.7 WattEV may, at its sole discretion, select material and vendors following established policy of WattEV relative to bidding and procurement for non-CONTRACT reimbursed PROJECT work. [Awaiting more info re subs]
- 4.8 The Parties acknowledge and agree that SBCTA's costs associated with administering this CONTRACT are not included in the PROJECT Budget. Such costs for SBCTA to administer this CONTRACT will come from sources other than the PROJECT Budget.

#### **ARTICLE 5. TAXES, DUTIES AND FEES**

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

#### **ARTICLE 6. AVAILABILITY OF FUNDS**

The award and performance of this Contract is contingent on the availability of funds. If funds are not appropriated and/or allocated and available to SBCTA for the continuance of work performed by the CONTRACTOR, work directly or indirectly involved may be suspended or terminated by SBCTA at the end of the period for which funds are available. When SBCTA becomes aware that any portion of work will or may be affected by a shortage of funds, it will promptly notify CONTRACTOR. Nothing herein shall relieve SBCTA from its obligation to compensate CONTRACTOR for work already performed pursuant to this Contract. No penalty shall accrue to SBCTA in the event this provision is exercised.

## **ARTICLE 7. PERMITS AND LICENSES**

CONTRACTOR agrees that he/she is currently the holder of a valid license as a CONTRACTOR in the State of California and that the license is the correct class of license for the work described in the project plans and specifications. CONTRACTOR further agrees to maintain license through the entire duration of Contract without additional compensation from SBCTA. CONTRACTOR also agrees to keep current all permits required throughout the duration of the Project.

## **ARTICLE 8. DOCUMENTATION AND RIGHT TO AUDIT**

CONTRACTOR shall provide SBCTA and its authorized representatives or agents access to CONTRACTOR's records which are directly related to this Contract for the purpose of inspection, auditing or copying. CONTRACTOR shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of three (3) years from the date of final payment by SBCTA, except in the event of litigation or settlement of claims arising out of this Contract in which case CONTRACTOR agrees to maintain records through the conclusion of all such litigation, appeals or claims related to this Contract. CONTRACTOR further agrees to maintain separate records for costs of work performed by change order. CONTRACTOR shall allow SBCTA, its representatives and agents to reproduce any materials as reasonably necessary.

## **ARTICLE 9. SCHEDULE**

CONTRACTOR agrees to complete the work within the time period as stipulated in Exhibit D. CONTRACTOR shall incur no costs (excluding insurance and bonds) and shall not perform or furnish any work, services or equipment under this Contract, unless and until SBCTA has issued a written Notice To Proceed (NTP).

## **ARTICLE 10. NONDISCRIMINATION/ EQUAL EMPLOYMENT OPPORTUNITY**

10.1 CONTRACTOR agrees to comply with the Equal Employment Opportunity (EEO) provisions of this Article.

10.1.1 CONTRACTOR will work with SBCTA in carrying out EEO obligations and in SBCTA's review of his/her activities under the Contract.

10.2 CONTRACTOR will accept as its operating policy the following statement:  
"It is the policy of this company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

10.2.1 EEO Officer: CONTRACTOR will designate and submit to SBCTA in writing the EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active CONTRACTOR program of EEO and who must be assigned adequate SBCTA and responsibility to do so.



10.3 Dissemination of Policy: All employees of the CONTRACTOR who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the CONTRACTOR's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above CONTRACT will be met, the following actions will be taken as a minimum:

- 10.3.1 Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the CONTRACTOR's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- 10.3.2 All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the CONTRACTOR's EEO obligations within thirty days following their reporting for duty with the CONTRACTOR.
- 10.3.3 All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the CONTRACTOR's procedures for locating and hiring minority group employees.
- 10.3.4 Notices and posters setting forth the CONTRACTOR's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- 10.3.5 CONTRACTOR's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

10.4 Recruitment: When advertising for employees, CONTRACTOR will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

- 10.4.1 CONTRACTOR will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, CONTRACTOR will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to CONTRACTOR for employment consideration.
- 10.4.2 In the event CONTRACTOR has a valid bargaining agreement providing for exclusive hiring hall referrals, it is expected to observe the provisions of that agreement to the extent that the system permits CONTRACTOR's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements has the effect of discriminating against minorities or women, or obligates the CONTRACTOR to do the same, such implementation violates Executive Order 11246, as amended.)

- 10.4.3 CONTRACTOR will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.
- 10.5 Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
- 10.5.1 CONTRACTOR will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- 10.5.2 CONTRACTOR will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- 10.5.3 CONTRACTOR will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the CONTRACTOR will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- 10.5.4 CONTRACTOR will promptly investigate all complaints of alleged discrimination made to the CONTRACTOR in connection with his obligations under this Contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the CONTRACTOR will inform every complainant of all of his avenues of appeal.
- 10.6 Training and Promotion: CONTRACTOR will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- 10.6.1 Consistent with CONTRACTOR's work force requirements and as permissible under Federal and State regulations, the CONTRACTOR shall make full use of training programs, i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
- 10.6.2 CONTRACTOR will advise employees and applicants for employment of available training programs and entrance requirements for each.
- 10.6.3 CONTRACTOR will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

10.7 Unions: If CONTRACTOR relies in whole or in part upon unions as a source of employees, CONTRACTOR will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by CONTRACTOR either directly or through a CONTRACTOR's association acting, as agent will include the procedures set forth below:

- 10.7.1 CONTRACTOR will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
- 10.7.2 CONTRACTOR will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- 10.7.3 CONTRACTOR is to obtain information as to the referral practices and policies of the labor union, except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to CONTRACTOR, CONTRACTOR shall so certify to SBCTA and shall set forth what efforts have been made to obtain such information.
- 10.7.4 In the event the union is unable to provide CONTRACTOR with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, CONTRACTOR will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which CONTRACTOR has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents CONTRACTOR from meeting these obligations, such CONTRACTOR shall immediately notify SBCTA.

10.8 CONTRACTOR shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall notify all potential subcontractors and suppliers of his/her EEO obligations under this Contract. Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26, shall have equal opportunity to compete for and perform subcontracts the CONTRACTOR enters into pursuant to this contract. CONTRACTOR will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. CONTRACTOR shall obtain lists of DBE construction firms from SBCTA. CONTRACTOR will use his best efforts to ensure subcontractor compliance with their EEO obligations.

10.9 Records and Reports: CONTRACTOR shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three (3) years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of SBCTA. The records kept by the CONTRACTOR shall document the following: The number of minority and non-minority group members and women employed in each work classification on the project; the progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; the progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and the progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

10.9.1 CONTRACTOR will submit an annual report to SBCTA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, CONTRACTOR will be required to collect and report training data.

#### **ARTICLE 11. CONFLICT OF INTEREST**

CONTRACTOR agrees that it presently has no interest financial or otherwise and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Work required under this Contract or to be contrary to the interests of SBCTA as to the Project. CONTRACTOR further agrees that in the performance of this Contract, no person having any such interest shall be employed. CONTRACTOR is obligated to fully disclose to SBCTA, in writing, conflict of interest issues as soon as they are known to CONTRACTOR. CONSULTANT agrees that CONSULTANT and its staff shall comply with SBCTA's Conflict of Interest Policy, No. 10102

#### **ARTICLE 12. REPRESENTATIONS**

All work supplied by CONTRACTOR under this Contract shall be supplied by personnel who are qualified, careful, skilled, experienced and competent in their respective trades or professions. CONTRACTOR agrees that the Work performed shall conform to all drawings, plans and specifications herein.

#### **ARTICLE 13. PROPRIETARY RIGHTS/CONFIDENTIALITY**

13.1 If, as part of this Contract, CONTRACTOR is required to produce materials, documents data, or information ("Products"), then CONTRACTOR, if requested by SBCTA, shall deliver to SBCTA the original of all such products, which shall become the property of SBCTA.

13.2 All materials, documents, data or information obtained from SBCTA's data files or any SBCTA-owned medium furnished to CONTRACTOR in the performance of this Contract will at all times remain the property of SBCTA. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONTRACTOR without the express written consent of SBCTA.



- 13.3 Except as reasonably necessary for the performance of Work, CONTRACTOR agrees that it, its employees, agents, and subcontractors will hold in confidence and not divulge to third parties, without prior written consent of SBCTA, any information obtained by CONTRACTOR from or through SBCTA in connection with CONTRACTOR's performance of this Contract, unless (a) the information was known to CONTRACTOR prior to obtaining same from SBCTA pursuant to a prior contract, or (b) the information was obtained at the time of disclosure to CONTRACTOR, or thereafter becomes part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONTRACTOR or its employees, agents, or subcontractors, or (c) the information was obtained by CONTRACTOR from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to CONTRACTOR's knowledge and belief, the right to disclose the same. Any materials and information referred to in this Article which are produced by CONTRACTOR for SBCTA in the performance and completion of CONTRACTOR's Work under this Contract shall be kept confidential until released in writing by SBCTA, except to the extent such materials and information become a part of public domain information through no fault of CONTRACTOR, or its employees or agents.
- 13.4 CONTRACTOR shall not use SBCTA's name or photographs of the Project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA.
- 13.5 All press releases relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SBCTA unless otherwise agreed to in writing by the Parties.
- 13.6 CONSULTANT, its employees, agents and subconsultants shall be required to comply with SBCTA's Confidentiality Policy; anyone who may have access to Personally Identifiable Information ("PII") and/or Sensitive Security Information ("SSI") will be required to execute a Confidentiality Agreement.

#### **ARTICLE 14. TERMINATION**

- 14.1 Termination for Convenience - SBCTA shall have the right at any time, with or without cause, to terminate further performance of Work by giving thirty (30) calendar days written notice to CONTRACTOR specifying the date of termination. On the date of such termination stated in said notice, CONTRACTOR shall promptly discontinue performance of Services and shall preserve work in progress and completed Work, pending SBCTA's instruction, and shall turn over such Work in accordance with SBCTA's instructions.
- 14.1.1 CONTRACTOR shall deliver to SBCTA all deliverables prepared by CONTRACTOR or its subcontractors or furnished to CONTRACTOR by SBCTA. Upon such delivery, CONTRACTOR may then invoice SBCTA for payment in accordance with the terms herein.
- 14.1.2 If CONTRACTOR has fully and completely performed all obligations under this Contract up to the date of termination, CONTRACTOR shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the contract cost and a pro rata share of any fixed fee, for such Services satisfactorily executed to the date of termination.

14.1.3 CONTRACTOR shall be entitled to receive the actual cost incurred by CONTRACTOR to return CONTRACTOR's field tools and equipment, if any, to it or its suppliers' premises, or to turn over work in progress in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.

14.2 Termination for Cause - In the event CONTRACTOR shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy court shall be filed against CONTRACTOR or a receiver shall be appointed on account of its solvency, or if CONTRACTOR shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice, SBCTA may, without prejudice to any other rights or remedies SBCTA may have: (a) hold in abeyance further payments to CONTRACTOR; (b) stop any Work of CONTRACTOR or its subcontractors related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONTRACTOR specifying the date of termination. In the event of such termination by SBCTA, SBCTA may take possession of the deliverables and finish Services by whatever method SBCTA may deem expedient. A waiver by SBCTA of one default of CONTRACTOR shall not be considered to be a waiver of any subsequent default of CONTRACTOR, nor be deemed to waive, amend, or modify any term of this Contract.

14.2.1 CONTRACTOR shall deliver to SBCTA all finished and unfinished products prepared under this Contract by CONTRACTOR or its subcontractors or furnished to CONTRACTOR by SBCTA within ten (10) working days of said notice.

14.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SBCTA, satisfactory in form and content to SBCTA and verified by SBCTA. In no event shall CONTRACTOR be entitled to any prospective profits or any damages because of such termination.

## **ARTICLE 15. STOP WORK ORDER**

Upon failure of CONTRACTOR or its subcontractors to comply with any requirements of this Contract, SBCTA shall have the right to stop any or all Work affected by such failure until such failure is remedied or to terminate this Contract in accordance with the Termination provision herein.

## **ARTICLE 16. CLAIMS**

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

Per Public Contract Code (PCC) §:9204

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240 ) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100 ) of Part 2, and Article 1.5 (commencing with Section 20104 ) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) “Claim” means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) “Contractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000 ) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3)(A) “Public entity” means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) “Public entity” shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code .

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) “Public works project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) “Subcontractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000 ) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d)(1)(A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)(A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been

identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as



applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2027, deletes or extends that date.

## **ARTICLE 17. INSURANCE**

Prior to commencing the Work, at all times during the performance of the Work and for such additional periods as required herein, CONTRACTOR shall, at the CONTRACTOR's sole expense, procure and maintain insurance coverage with the following minimum requirements, and shall require all subcontractors of every tier performing any portion of the Work to procure and maintain such insurance as specified below: **PLEASE NOTE: THIS SECTION IS BEING FINALIZED AND WILL BE PROVIDED FOR REVIEW AT A LATER DATE.**

## **ARTICLE 18. INDEMNITY**

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by SBCTA) and hold harmless San Bernardino County Transportation Authority, San Bernardino Council of Governments, and their officers, directors, members, employees, contractors, agents and volunteers (collectively the "Indemnitees") from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors, or omissions of any person and for any costs or expenses incurred by the Indemnitees on account of any claim except where such indemnification is prohibited by law. To the extent permitted by law, CONTRACTOR's duties to defend and indemnify shall apply regardless of the existence or degree of fault of any of the Indemnitees. The duty of CONTRACTOR and its insurers to provide a defense shall be immediate upon receipt of a written tender of defense from any of the Indemnitees, notwithstanding any subsequent allocation of defense costs that may be required by law. CONTRACTOR's indemnification obligation applies to the "passive" negligence of any of the Indemnitees, but does not apply to the "sole" or "active" negligence or "willful misconduct" of any of the Indemnitees within the meaning of Civil Code section 2782.

## **ARTICLE 19. OWNERSHIP OF DOCUMENTS**

All deliverables, including but not limited to, drawings, reports, worksheets, and other data developed by CONTRACTOR under this Contract shall become the property of SBCTA when prepared, whether delivered to SBCTA or not.

## **ARTICLE 20. RECORD AND INSPECTION AND AUDITING**

SBCTA, or any of its designees, representatives or agents, shall at all times have access during normal business hours to CONTRACTOR's operations and products wherever they are in preparation or progress, and CONTRACTOR shall provide sufficient, safe and proper facilities for such access and inspection thereof. Inspection or lack of inspection by SBCTA shall not be deemed to be a waiver of any of its rights to require CONTRACTOR to comply with the Contract or to subsequently reject any unsatisfactory Work or products.

## **ARTICLE 21. INDEPENDENT CONTRACTOR**

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

## **ARTICLE 22. ATTORNEY'S FEES**

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

## **ARTICLE 23. GOVERNING LAW AND VENUE**

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

## **ARTICLE 24. FEDERAL, STATE AND LOCAL LAWS**

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

## **ARTICLE 25. PRECEDENCE**

In case of a discrepancy among the Contract Documents, the Contract articles shall prevail over any Exhibits.

## ARTICLE 26. COMMUNICATIONS AND NOTICES

Notices sent by mail shall be by United States Mail, postage paid, certified mail (return receipt requested). Any and all notices permitted or required to be given hereunder shall be deemed duly given, and received: (a) upon actual delivery, if delivery is personally made; or if made by fax or email during regular business hours; (b) on the first business day following delivery by fax or email when made not during regular business hours; or (c) on the fourth business day following deposit of such notice into the United States Mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time by a notice given in accordance with this Article. CONTRACTOR shall notify SBCTA of any changes within ten (10) business days of the change.

<b>To: CONTRACTOR: WattEV, Inc.</b>	<b>To: SBCTA</b>
444 West Ocean Boulevard, Suite 1250	<b>1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor</b>
Long Beach CA 90802-8131	<b>San Bernardino, CA 92410-1715</b>
<b>Attn:</b> Salim Youssefzadeh, CEO	<b>Attn: (Steve Smith, P.E.)</b>
<b>Email:</b> <a href="mailto:syoussefzadeh@WattEV.com">syoussefzadeh@WattEV.com</a>	<b>Email: (ssmith@gosbcta.com)</b>
<b>Phone:</b> (949) 916-2751	<b>Phone: (909) 884-8276</b>

## ARTICLE 27. MATERIALS

CONTRACTOR agrees to notify SBCTA if any PROJECT component, which shall include but not be limited to property, equipment, or infrastructure, is not used for the PROJECT up to the point of termination of the contract.

## ARTICLE 28. ASSIGNMENT

CONTRACTOR agrees not to sell, transfer, or otherwise dispose of any contract part either voluntarily or by operation of law without prior written consent from SBCTA.

## ARTICLE 29. SUBCONTRACTS

29.1 CONTRACTOR shall perform with its own organization contract work amounting to not less **than 30 percent** (or a greater percentage if specified elsewhere in the Contract) of the total original contract price, excluding any specialty items designated by SBCTA. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by CONTRACTOR's own organization.

29.1.1 "Its own organization" shall be construed to include only workers employed and paid directly by the prime CONTRACTOR and equipment owned or rented by the prime CONTRACTOR, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime CONTRACTOR.

29.1.2 "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole



and in general are to be limited to minor components of the overall contract. The contract amount upon which the requirements set forth in this Contract is computed includes the cost of material and manufactured products, which are to be purchased or produced by the CONTRACTOR under the contract provisions.

- 29.2 CONTRACTOR shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the Contract requirements, and is in charge of all construction operations (regardless of who performs the work), and (b) such other of its own organizational resources (supervision, management, and engineering services) as SBCTA determines is necessary to assure the performance of the Contract.
- 29.3 No portion of the Contract shall be sublet, assigned or otherwise disposed of except with the prior written consent of SBCTA or authorized representative, and such consent when given shall not be construed to relieve CONTRACTOR of any responsibility for the fulfillment of the contract. Written consent will be given only after SBCTA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. CONTRACTOR does not have the right to make any substitutions of any subcontractor listed in its Bid, except in accordance with the State of California Public Contract Code, section 4100 et. seq. SBCTA's consent to substitution shall not be deemed to relieve CONTRACTOR of its obligation to fully comply with the requirements of this Contract. CONTRACTOR shall be responsible for all acts and omissions of its employees, subcontractors and their employees. CONTRACTOR is responsible for coordinating all work performed by the subcontractors. SBCTA reserves the right, but not the obligation, to review the subcontractor agreements for this project and to require any modifications so as to conform to the requirements set forth in this Contract.

### **ARTICLE 30. COORDINATION WITH OTHER CONTRACTS**

SBCTA may undertake or award other contracts for work, and CONTRACTOR shall cooperate fully with the other CONTRACTOR's and SBCTA's employees or agents and carefully fit its own work to such additional work as may be directed by SBCTA. CONTRACTOR shall not commit or permit any act which will interfere with the performance of work by any other contractor or by SBCTA.

### **ARTICLE 31. PREVAILING WAGE REQUIREMENTS**

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

## **ARTICLE 32. SAFETY**

- 32.1 In the performance of this Contract, CONTRACTOR shall comply with all applicable federal, State, and local laws governing safety, health, and sanitation. CONTRACTOR shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as SBCTA may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. It is a condition of this Contract, and shall be made a condition of each subcontract which the CONTRACTOR enters into pursuant to this Contract, that CONTRACTOR and any subcontractor shall not permit any employee, in performance of this Contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under California Occupational Safety and Health Act of 1973.
- 32.2 It is a condition of this Contract that the Director of Industrial Relations or authorized representative thereof shall have right of entry to any site of Contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under California Occupational Safety and Health Act of 1973.

## **ARTICLE 33. DISADVANTAGED BUSINESS ENTERPRISE**

- 33.1 Though no DBE goal is set for this Project, SBCTA encourages participation from small and Disadvantaged Business Enterprise (DBE). Firms interested in the DBE program may contact SBCTA's Procurement Manager at (909) 884-8276.

## **ARTICLE 34. NONSEGREGATED FACILITIES**

- 34.1 CONTRACTOR, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location under its control where segregated facilities are maintained. CONTRACTOR agrees that a breach of this certification is a violation of the EEO provisions of this Contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.
- 34.2 As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time-clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g., disabled parking).
- 34.3 CONTRACTOR agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

**ARTICLE 35. GRATUITIES**

CONTRACTOR, its employees, agents or representatives shall not offer or give to an officer, official or employee of SBCTA, gifts, entertainment, payments, loans or other gratuities to influence the award of a contract or obtain favorable treatment under a contract.

**ARTICLE 36. CONFIDENTIALITY**

Any SBCTA materials to which the CONTRACTOR or its agents has access to or materials prepared by the CONTRACTOR during the term of this Contract shall be held in confidence by the CONTRACTOR, who shall exercise all reasonable precautions to prevent disclosure of confidential information to anyone except as authorized by SBCTA. CONTRACTOR shall not release any reports, information of promotional materials or allow for the use of any photos of the project for any purposes without prior written approval from SBCTA.

**ARTICLE 37. CONVICT LABOR**

In connection with the performance of work under this Contract, CONTRACTOR agrees not to employ any person undergoing sentence of imprisonment at hard labor. This Article does not include convicts who are on parole or probation.

**ARTICLE 38. INSPECTION OF SITE**

CONTRACTOR acknowledges that it has investigated and satisfied itself as to the conditions affecting the work including, but not restricted to, those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electricity and roads, and uncertainties of weather, river stages, tides or similar conditions at the site, the conformation and conditions of the ground, and the character of equipment and facilities needed preliminary to and during prosecution of the work. CONTRACTOR fully acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by SBCTA, as well as from information presented by the drawings and specifications made a part of this Contract. Any failure by CONTRACTOR to acquaint itself with the available information from SBCTA will not relieve the CONTRACTOR from responsibility.

**ARTICLE 39. CLEAN WATER REQUIREMENTS**

CONTRACTOR shall comply with all applicable standards, orders, or regulations issued pursuant to the Porter-Cologne Water Quality Control Act (California Water Code §§13000 et seq.) and the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et. seq. CONTRACTOR shall report each violation to SBCTA and understands and agrees that SBCTA will in turn report each violation as required to assure notification to the Regional Water Quality Control Board. CONTRACTOR shall include this requirement in every subcontract.

**ARTICLE 40. DRUG FREE WORKPLACE**

CONTRACTOR agrees to comply with the Drug Free Workplace Act of 1990 per Government Code Section 8350 et seq, the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. § 8103, et seq.; U.S. DOT regulations, “Governmentwide Requirements for Drug-Free Workplace (Financial Assistance),” 49 CFR Part 32; and U.S. OMB regulatory guidance, “Governmentwide Requirements for Drug-Free Workplace (Financial Assistance),” 2 CFR Part 182, particularly where the U.S. OMB regulatory guidance supersedes comparable provisions of 49 CFR Part 32.

**ARTICLE 41. SEVERABILITY**

The partial or complete invalidity of any one or more of the provisions of this Contract shall not affect the validity or continuing force and effect of any other provision.

**ARTICLE 42. FORCE MAJEURE**

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

**ARTICLE 43. INCORPORATION OF RECITALS**

The Recitals stated above are true and correct and are hereby incorporated into this Contract.

**ARTICLE 44. EFFECTIVE DATE**

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

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

IN WITNESS WHEREOF, the Parties hereto have executed this Contract below.

**WattEV SB1, INC**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Salim Youssefzadeh,  
Chief Executive Officer

By: \_\_\_\_\_  
Raymond W. Wolfe  
Executive Director

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

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

Licensed in accordance with an act  
providing for registration of contractors.

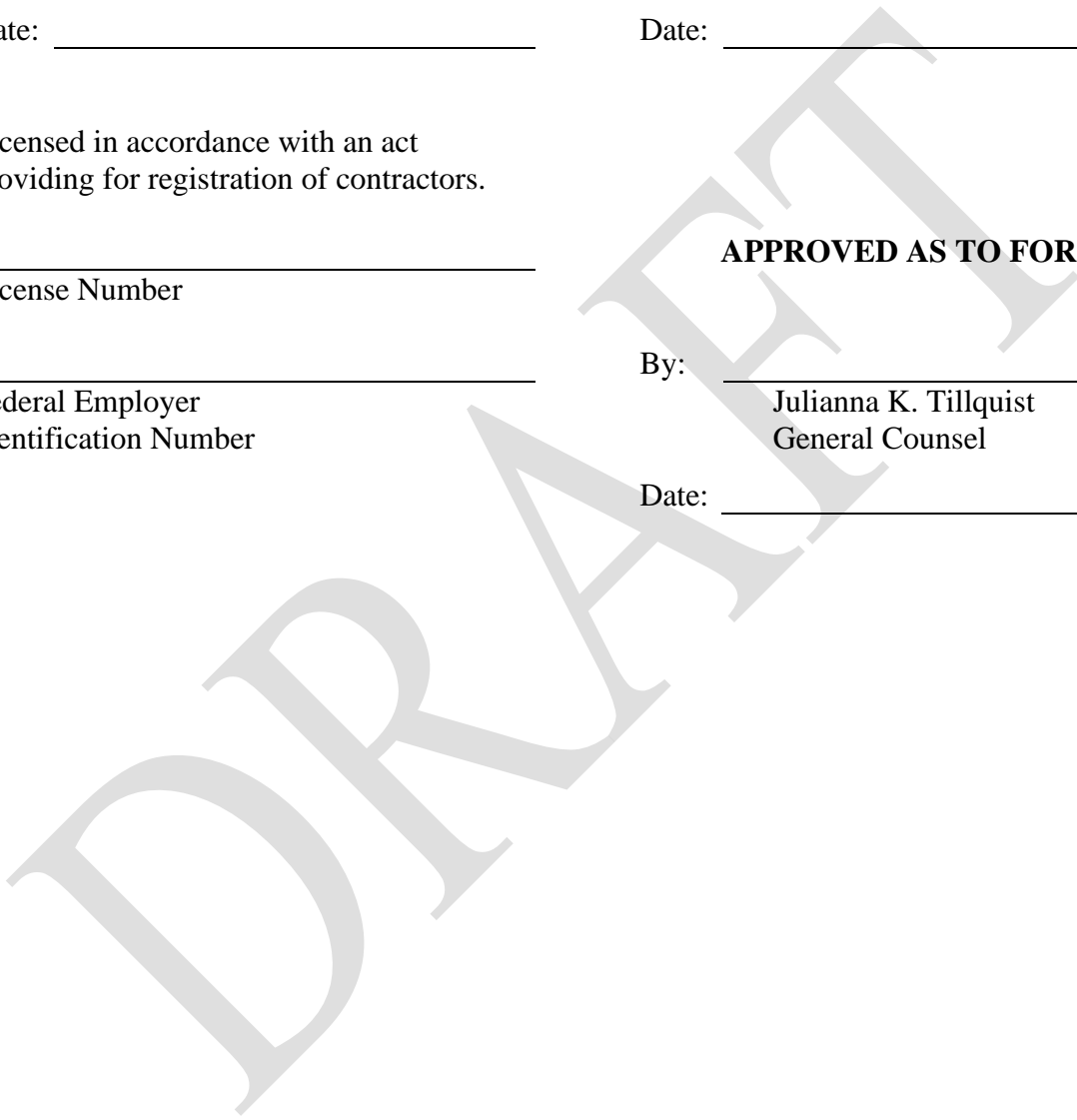
\_\_\_\_\_  
License Number

**APPROVED AS TO FORM**

\_\_\_\_\_  
Federal Employer  
Identification Number

By: \_\_\_\_\_  
Julianna K. Tillquist  
General Counsel

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



Attachment: WattEVcontractInternalTemplate [Revision 1] (10671 : Contract No. 24-1003170 with WattEV Inc. for I-10 Zero-Emission Truck

## Exhibit A

### Statement of Work (Project Components/Tasks)

The PROJECT includes an expansion of the WattEV zero-emission truck charging station on E Street south of Orange Show Road in the City of San Bernardino. The PROJECT will incorporate 30 CCS 240 KW chargers and 6 MCS 1200 KW chargers in order to increase CCS charger capacity on the current site. The current site became operational as of March 2024 and will be referred to as Phase 1. The expansion, on which the 2022 TCEP funding will be expended, will be referred to as Phase 2. The current generation of trucks all use CCS, but the addition of MCS chargers at this site will help support emerging battery/truck technologies to scale. The TCEP funds are not funding components of Phase 1; TCEP funds will be contributing to the implementation of Phase 2.

Project Outputs include purchase and installation of:

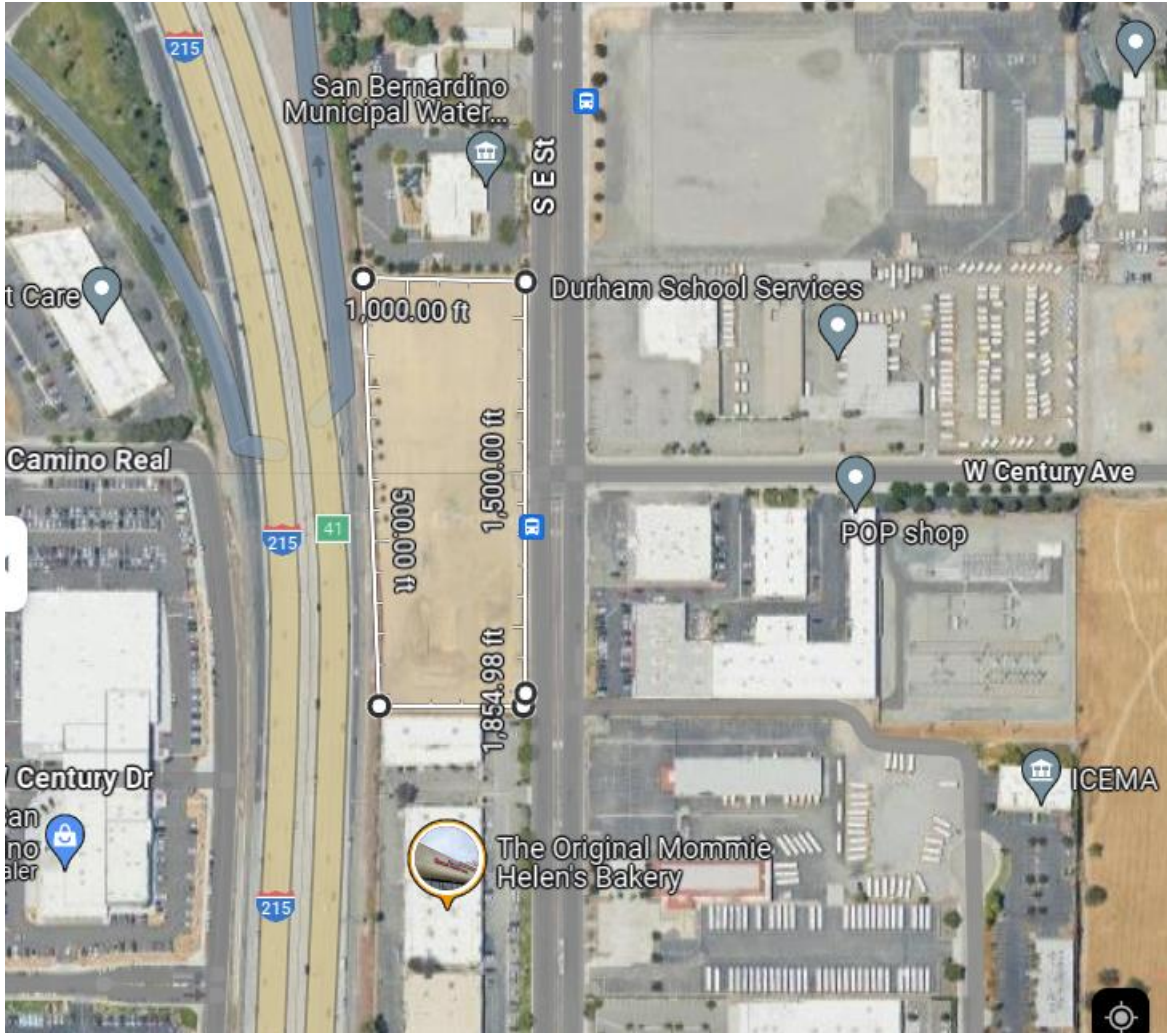
- 30 - Combined Charging System (CCS) 240 KW Chargers
- 6 - Megawatt Charging System (MCS) 1200 KW Chargers
- 2 - Substation Units

DRAFT



### Exhibit B Project Location Map

See the location of the WattEV site below, with the perimeter designated by the white outline. The site is approximately a mile north of Interstate 10, being located between I-215 to the west and E Street to the east. The aerial map shows the site as graded. At this time, the site has been paved and Phase 1 became operational in March 2024. Phase 2 will proceed upon allocation of TCEP funding by the CTC.



Attachment: WattEVcontractInternalTemplate [Revision 1] (10671 : Contract No. 24-1003170 with WattEV Inc. for I-10 Zero-Emission Truck

**Exhibit C**  
**PROJECT Budget**

<b>Component</b>	<b>WattEV</b>	<b>TCEP Funding</b>	<b>Total</b>
Electric truck charger and substation materials acquisition and installation, to include work with So Cal Edison on utility service to site	\$2,999,875	\$5,000,000	\$7,999,875
Operation and maintenance	Ongoing, and 100% responsibility of WattEV for 5 years after contract acceptance.		

DRAFT

Attachment: WattEVcontractInternalTemplate [Revision 1] (10671 : Contract No. 24-1003170 with WattEV Inc. for I-10 Zero-Emission Truck



**Exhibit D**  
**Project Schedule**

TO BE PROVIDED BY WattEV

PROJECT Item	Start Date	End Date
Utility Work		
Acquisition of Chargers		
Installation and Field Testing of Chargers		
Maintenance and Operations		

DRAFT

## Exhibit E

### Public Benefits

Charging infrastructure for battery-electric trucks will be implemented by WattEV at a site they have secured on E Street south of Orange Show Road in San Bernardino near the east end of the proposed I-10 Corridor Freight and Managed Lane Project. The WattEV site is less than a mile from the I-10 freeway. See description below. This will be an important expansion of a “Truck as a Service” (TaaS) model that is already established at a WattEV site near the Port of Long Beach. WattEV has ordered 50 Class 8 Volvo VNR Electric trucks to launch its unique TaaS model in California. WattEV’s TaaS model provides shippers and carriers access to battery-electric trucks at a per-mile rate, including charging, that is on par with the total cost of operating diesel trucks.

To support its TaaS model, WattEV is building a public network of heavy-duty battery-electric truck charging depots to service major transportation corridors, connecting shipping ports with freight distribution centers and warehouse locations. WattEV’s first public truck charging depots will be in Bakersfield, San Bernardino, and near the Port of Long Beach, and will feature 250 kW CCS chargers that will provide the Volvo VNR Electric trucks an 80% charge in 90 minutes for the six-battery packs. As WattEV’s public charging network expands nationwide, the company plans to scale its depots to provide 1.2 MW charging capability for ultra-fast charging.

As to the site on E Street in San Bernardino (within one mile of Interstate 10 access), the following site specifications are highlighted for both Phase 1 and Phase 2:

Phase 1 at the San Bernardino site is already operational

- 12 CCS 360 KW Chargers
- Total project costs are \$3.8 million
- Funded by \$2.4 million in Calstart EnergIZE and SCAQMD Carl Moyer grants and \$1.37 million match.

Phase 2 (part of I-10 TCEP grant)

- 30 CCS 240 KW Chargers
- 6 MCS 1.2 MW Chargers
- 2 Substation units
- Total project costs are \$7,999,875, including \$5 million committed from TCEP.

Rough estimate of GHG reduction benefits for WattEV site in San Bernardino (if WattEV already has GHG reduction calculations, can use those)

1000	grams per mile CO2 for typical truck, per CalB/C emission factors
454	grams per pound
2.20	pounds per mile of CO2 emissions
100	miles per day in a local truck duty cycle
220	pounds per day of CO2 emissions
260	work days per year
48	CCS and MCS chargers
2	assume 2 charges per day per charger, on average
	total charges/day - assume this is the number of diesel trucks
96	replaced

21,145 pounds per day of CO2 emissions reduced

2000 pounds/ton  
10.57 tons per day of CO2 emissions reduced  
260 working days per year  
2,749 tons per year of CO2 emissions reduced

DRAFT

Attachment: WattEVcontractInternalTemplate [Revision 1] (10671 : Contract No. 24-1003170 with WattEV Inc. for I-10 Zero-Emission Truck

## *Minute Action*

AGENDA ITEM: 8

***Date:*** June 13, 2024

***Subject:***

Capital Project Needs Analysis Submittals and Funding Allocations for the Measure I Valley Major Street Program/Arterial Sub-program for Fiscal Year 2024/2025

***Recommendation:***

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

Approve the Project List for the Measure I Valley Major Street Program/Arterial Sub-program allocations for Fiscal Year 2024/2025.

***Background:***

In the Measure I 2010-2040 Strategic Plan, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved creation of the San Bernardino Valley Arterial Sub-program under the Major Street Projects Program. Strategic Plan Policy No. 40006 requires each Valley Subarea jurisdiction to execute a Jurisdiction Master Agreement (JMA) to be eligible for reimbursement of Measure I San Bernardino Valley Arterial Sub-program funds. The agreement serves as a multi-year contract for the entirety of Measure I 2010-2040. The City of Chino Hills is the only jurisdiction that has not yet executed a JMA as they had the majority of their funds allocated to them through the Project Advancement Agreement process.

Additionally, as required by policy, Valley jurisdictions must prepare, adopt, and annually submit to SBCTA by September 30<sup>th</sup>, their Capital Project Needs Analysis (CPNA), a list of projects for which they plan to request reimbursement of the public share in the next five years, as shown in Attachment A. Projects listed in the first two years or shown as having any unreimbursed expenditures from prior years are eligible for reimbursement in Fiscal Year (FY) 2024/2025. Besides identifying the need for Measure I funds by project phase, the complete submittal also lists other anticipated funding sources, including the required development mitigation fair share funds.

Reimbursement is subject to each jurisdiction's equitable share and arterial fund allocation limits; therefore, approval of the list does not guarantee availability of funds for reimbursement. However, there is an allowance for a jurisdiction to advance up to five years of allocations if there is a sufficient fund balance in the cumulative arterial fund and the advance is approved by the Board. To date, advances have been approved for the cities of Chino, Montclair, Ontario, San Bernardino, Upland, and Yucaipa. The arterial project list also contains projects where arterial funds have been pledged as collateral for development share term loans. These projects are prioritized for use of arterial funds.

The Arterial Sub-program current year funding allocations were approved by the Board on April 3, 2024, as part of the FY 2024/2025 Budget planning process. Attachment B shows the Board-approved total allocations to date, project reimbursements to date, and arterial funds identified as collateral for development share term loans. Since FY 2021/2022, adjustments have been made to each city's share over a 15-year period to achieve fair share equity between actual  
*Entity: San Bernardino County Transportation Authority*

Board of Directors Metro Valley Study Session Agenda Item

June 13, 2024

Page 2

program revenue and approved allocations among jurisdictions. Also listed as additional information is the total of each agency’s five-year CPNA need for funds and whether they have a Board-approved five-year advance. Based on the submittals, additional cities may be in need of five-year advances in order to complete their projects, but these would be presented to the Board at a future date as needed.

**Financial Impact:**

This item has no financial impact on the adopted Budget for Fiscal Year 2024/2025.

**Reviewed By:**

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

**Responsible Staff:**

Marc Lucius, Management Analyst II

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Approved  
Board of Directors Metro Valley Study Session  
Date: June 13, 2024  
Witnessed By:

**CAPITAL PROJECT NEEDS ANALYSIS**  
**VALLEY ARTERIAL SUB-PROGRAM - FY2024/2025 to FY2028/2029**

Jurisdiction	Project	DEV LOAN?	5-YR Advance	Nexus Project Cost	Current Cost Estimate	MI Prior	MI FY 24/25	MI FY 25/26	MI FY 26/27	MI FY 27/28	MI FY 28/29	MI Future	MI Total
Chino	Widen Edison Ave from Central Ave to Euclid Ave from 4 to 6 lanes			12,407,000	12,407,140	0	0	2,000,000	0	0	0	0	2,000,000
	Widen Pine Ave from El Prado Rd to SR-71 from 2 to 4 lanes		Yes	39,292,000	45,000,000	30,440	12,814,656	12,028,291	378,382	0	0	0	25,251,769
	Widen Pine Avenue from Hellman Avnue to Euclid Avenue from 2 to 6 lanes			42,249,000	45,300,000	0	3,530,077	0	0	0	0	0	3,530,077
						<b>30,440</b>	<b>16,344,733</b>	<b>14,028,291</b>	<b>378,382</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>30,781,846</b>
Chino Hills	Widen Pine Ave from SR-71 to Chino Creek (north side only)			4,201,000	4,201,000	0	0	2,789,884	0	0	0	0	2,789,884
	Soquel Canyon Pkwy/Peyton Dr Connection - construct 2 lanes from Soqual Cyn Pkwy to Peyton Dr at Woodview Rd			16,000,000	16,000,000	0	0	0	253,834	0	0	0	253,834
						<b>0</b>	<b>0</b>	<b>2,789,884</b>	<b>253,834</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,043,718</b>
Colton	Improvement of La Cadena Dr from Rancho Ave to Litton Ave including bridge replacement at Santa Ana River			4,866,000	26,173,958	234,497	616,719	616,719	616,719	0	0	0	2,084,654
	Widen and realign Reche Cyn Rd from Washington St (Hunts Ln) to City Limits from 2 to 4 lanes			5,652,000	5,669,970	50,754	44,467	180,954	180,954	180,954	0	0	638,082
	Widen Mount Vernon Ave grade separation on the Alhambra Line			4,000,000	17,662,602	315,199	533,699	533,699	533,699	0	0	0	1,916,296
						<b>600,450</b>	<b>1,194,885</b>	<b>1,331,372</b>	<b>1,331,372</b>	<b>180,954</b>	<b>0</b>	<b>0</b>	<b>4,639,032</b>
Fontana	Widen Sierra Ave from Summit Av to I-15 Widen from 2 to 6 lanes			10,759,000		95,139	0	0	0	0	0	0	95,139
	Widen Foothill Blvd from Hemlock to Almeria from 4 to 6 lanes			13,826,000		1,251,814	0	0	0	0	0	0	1,251,814
	Widen Sierra Ave from Foothill Blvd to Baseline Ave from 4 to 6 lanes			12,031,000	21,343,063	11,795,903	0	0	0	0	0	0	11,795,903
	Widen Slover Ave from Etiwanda Ave to 800' e/o Etiwanda from 2 to 4 lanes			8,069,000	13,147,629	5,563,638	0	0	0	0	0	0	5,563,638
	Widen Citrus Ave from Highland Ave to SR-210 from 4 to 6 lanes			1,000,000	620,000	420,980	0	0	0	0	0	0	420,980
	Widen Cherry Ave from Baseline Ave. to Highland Ave. from 4 to 6 lanes			4,707,000	3,900,000	1,302,865	0	0	0	0	0	0	1,302,865
	Widen Walnut Ave from I-15 to San Servaine from 2 to 4 lanes			4,859,000	3,900,000	1,345,235	0	0	0	0	0	0	1,345,235
	Install traffic signal at Santa Ana Ave and Juniper Ave			10,759,000	870,000	590,730	0	0	0	0	0	0	590,730
	Widen Foothill Blvd from Citrus Ave to Maple Ave from 4 to 6 lanes.			9,708,000	16,495,336	230,860	0	0	0	0	0	0	230,860
						<b>22,597,164</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>22,597,164</b>
Fontana Sphere	Widen Cherry Ave Bridge from Merrill Ave to Whittram from 4 to 6 lanes			10,200,000	10,957,067	584,205	0	0	0	0	0	5,803,765	6,387,970
	Ph1: Widen San Bernardino Ave from Cherry Ave to Fontana City Limits from 2 to 4 lanes			16,000,000	15,599,600	74,468	1,576,513	391,018	6,820,517	0	0	0	8,862,516
						<b>658,673</b>	<b>1,576,513</b>	<b>391,018</b>	<b>6,820,517</b>	<b>0</b>	<b>0</b>	<b>5,803,765</b>	<b>15,250,486</b>
Grand Terrace	Extend Commerce Wy from 900' n/o DeBerry Rd to Main St from 0 to 4 lanes			5,500,000		236,552	624,000	907,077	205,500	0	0	0	1,973,129
						<b>236,552</b>	<b>624,000</b>	<b>907,077</b>	<b>205,500</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,973,129</b>
Highland	SR-210 / Baseline Interchange - term loan; cash flow estimated by SBCTA	Yes		13,260,000	31,730,814	0	2,668,431	0	0	0	0	0	2,668,431
	Victoria Avenue Improvements Project	Yes		4,975,000	11,265,000	0	268,000	268,000	0	0	0	0	536,000
						<b>0</b>	<b>2,936,431</b>	<b>268,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,204,431</b>
Loma Linda	Intersection Improvements at Mound St and Anderson St			1,000,000	1,520,000	0	318,240	612,000	0	0	0	0	930,240
	Widen California St from Barton Rd to Redlands Blvd from 2 to 6 lanes			4,100,000	3,990,631	0	1,282,581	0	1,522,078	0	0	0	2,804,659
	Install traffic signal at Barton Rd & Benton St			235,632	235,632	0	0	146,432	0	0	0	0	146,432
						<b>0</b>	<b>1,600,821</b>	<b>758,432</b>	<b>1,522,078</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,881,331</b>

Attachment A - CPNA FY25-FY29 (10514 : CPNA Project List and Funding Allocation for Valley Major Streets/Arterial Sub-program FY2024/2025)

**CAPITAL PROJECT NEEDS ANALYSIS**  
**VALLEY ARTERIAL SUB-PROGRAM - FY2024/2025 to FY 2028/2029**

Jurisdiction	Project	DEV LOAN?	5-YR Advance	Nexus Project Cost	Current Cost Estimate	MI Prior	MI FY 24/25	MI FY 25/26	MI FY 26/27	MI FY 27/28	MI FY 28/29	MI Future	MI Total
<b>Montclair</b>	I-10 / Monte Vista Ave interchange - term loan; cash flow estimated by SBCTA	Yes	Yes	5,850,000	32,256,960	0	1,990,241	0	0	0	0	0	1,990,241
						<b>0</b>	<b>1,990,241</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,990,241</b>
<b>Ontario</b>	Spot Widen Airport Dr from Kettering to Etiwanda Ave from 2 to 4 lanes, including intersection at Etiwanda/Slover			5,270,000		1,634,972	225,625	0	0	0	0	0	1,860,596
	Widen Holt Blvd from Benson Ave to Vineyard Ave from 4 to 6 lanes			48,817,215	5,378,354	2,990,365	0	0	0	0	0	0	2,990,365
	Replace 4th St structure between I-10 westbound ramps and I-10 eastbound ramps and widen to 5 lanes - cashflow estimated by SBCTA	Yes	Yes	21,567,000	22,336,447	692,644	1,601,599	0	0	0	0	0	2,294,243
	Replace 4th St structure between I-10 westbound ramps and I-10 eastbound ramps and widen to 5 lanes - term loan fully drawn	Yes	Yes			0	0	0	0	0	0	0	0
	Widen Grove Ave from I-10 to Holt Blvd from 4 to 6 lanes, Including W. Cuc. Creek Bridge			32,200,000	6,822,937	2,251,817	1,513,791	0	0	0	0	0	3,765,608
	Widen Holt Blvd from Benson Ave to Vineyard Ave from 4 to 6 lanes			48,817,215	6,762,625	2,246,228	1,513,791	0	0	0	0	0	3,760,019
	Widen Mountain Ave from Sixth Street to s/o Holt Blvd			7,467,000	5,378,354	2,990,365	0	0	0	0	0	0	2,990,365
						<b>12,806,390</b>	<b>4,854,806</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>17,661,197</b>
<b>Rancho Cucamonga</b>	Widen Wilson Ave from East Ave to Wardman Bullock from 0 to 4 lanes			7,572,000	7,434,218	3,199,098	0	0	0	0	0	0	3,199,098
	Construct a Traffic Signal at the Intersection of Milliken and 5th			442,000	738,737	526,720	0	0	0	0	0	0	526,720
	Construct a Traffic Signal at the Intersection of Rochester and Jersey			442,000	738,737	526,720	0	0	0	0	0	0	526,720
	Widen Victoria Ave from EHS to I-15			369,000	412,341	293,999	0	0	0	0	0	0	293,999
	Construct a Traffic Signal at the Intersection of East and Miller			442,000	738,737	526,720	0	0	0	0	0	0	526,720
	Construct a Traffic Signal at the Intersection of 6th and Rochester			442,000	738,737	526,720	0	0	0	0	0	0	526,720
	Construct a Traffic Signal at the Intersection of Carnelian and Banyan			442,000	600,297	428,012	0	0	0	0	0	0	428,012
	Construct a Traffic Signal at the Intersection of 6th and Hellman			442,000	1,081,710	771,973	0	0	0	0	0	0	771,973
	Construct a Traffic Signal at the Intersection of 6th and Utica			442,000	595,946	424,910	0	0	0	0	0	0	424,910
						<b>7,224,872</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>7,224,872</b>
<b>Redlands</b>	Construct a Traffic Signal at the Intersection of Wabash Ave and Citrus Ave			464,000	870,000	0	0	0	92,280	576,750	0	0	669,030
	Construct a Traffic Signal at the Intersection of Wabash Ave and 5th Ave			464,000	885,000	0	0	0	0	0	96,125	584,440	680,565
	Construct a Traffic Signal at the Intersection of Dearborn St and Citrus Ave			464,000	800,000	0	0	76,900	538,300	0	0	0	615,200
	Widen Citrus Ave from Dearborn St to Wabash Ave from 2 to 4 lanes			1,663,000	1,500,000	0	1,153,500	0	0	0	0	0	1,153,500
						<b>0</b>	<b>1,153,500</b>	<b>76,900</b>	<b>630,580</b>	<b>576,750</b>	<b>96,125</b>	<b>584,440</b>	<b>3,118,295</b>
<b>Rialto</b>	Construct Pepper Ave from N. Terminus to Highland Ave to 4 lanes			14,882,000	15,022,010	8,878,008	0	0	0	0	0	0	8,878,008
	Widen Riverside Ave from Gateway Plaza to San Bernardino Ave from 4 to 6 lanes			1,233,000	4,780,875	2,825,497	0	0	0	0	0	0	2,825,497
	Construct a Traffic Signal at the Intersection of Riverside and Linden with intersection improvements			649,000	888,254	524,958	0	0	0	0	0	0	524,958

Attachment: Attachment A - CPNA FY25-FY29 (10514 : CPNA Project List and Funding Allocation for Valley Major Streets/Arterial Sub-program FY2024/2025)



**CAPITAL PROJECT NEEDS ANALYSIS**  
**VALLEY ARTERIAL SUB-PROGRAM - FY2024/2025 to FY2028/2029**

Jurisdiction	Project	DEV LOAN?	5-YR Advance	Nexus Project Cost	Current Cost Estimate	MI Prior	MI FY 24/25	MI FY 25/26	MI FY 26/27	MI FY 27/28	MI FY 28/29	MI Future	MI Total
	Widen Alder Ave from Baseline Rd to Renaissance Pkwy from 2 to 4 lanes			4,600,000	8,272,659	4,889,141	0	0	0	0	0	0	4,889,141
	Widen Ayala Dr from Baseline Rd to Renaissance Pkwy from 2 to 4 lanes			3,200,000	6,928,766	4,087,120	0	0	0	0	0	0	4,087,120
	Widen Cactus Ave from Valley Blvd to Foothill Blvd from 3 to 4 lanes			1,775,733	481,229	284,406	0	0	0	0	0	0	284,406
	Widen Randall Ave from Cactus Ave to Riverside Ave from 2 to 4 lanes			4,413,000	4,284,491	2,532,134	0	0	0	0	0	0	2,532,134
						<b>24,021,264</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>24,021,264</b>
<b>San Bernardino, City of</b>	Reconstruct Mt Vernon Bridge to 4 lanes (local match)		Yes	17,664,000		1,342,866	2,320,195	6,615,969	1,292,395	0	0	0	11,571,425
	Widen "H" St from Kendall Dr to 40th St from 2 to 4 lanes		Yes	2,145,000	7,500,000	1,273,500	0	0	0	800,000	2,704,000	0	4,777,500
	Widen State Street from 16th St to Baseline St from 0 to 4 lanes		Yes			5,986,000	0	0	0	0	0	0	5,986,000
	Widen 40th St from Acre Ln to Electric Ave from 2 to 4 lanes		Yes	5,421,000	8,500,000	2,514,500	0	0	0	866,560	3,380,000	0	6,761,060
						<b>11,116,866</b>	<b>2,320,195</b>	<b>6,615,969</b>	<b>1,292,395</b>	<b>1,666,560</b>	<b>6,084,000</b>	<b>0</b>	<b>29,095,985</b>
<b>San Bernardino Sphere</b>	Widen State Street from Adams St to Nolan St from 2 to 4 lanes			6,750,000	4,000,000	80,899	284,530	1,071,448	1,639,123	0	0	0	3,076,000
						<b>80,899</b>	<b>284,530</b>	<b>1,071,448</b>	<b>1,639,123</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,076,000</b>
<b>Upland</b>	Widen Arrow Hwy from County Line to Central Ave from 2 to 4 lanes			2,874,000	1,870,000	0	0	0	0	0	0	913,220	913,220
	Widen Foothill Blvd from County Line to Central Ave from 2 to 6 lanes			5,900,000	5,900,000	432,543	0	0	0	0	0	0	432,543
	I-10 & Monte Vista Ave - term loan fully drawn		Yes	2,107,992	33,144,900	0	0	0	0	0	0	0	0
	I-10 & Euclid Ave - term loan fully drawn		Yes	8,974,000	936,885	0	0	0	0	0	0	0	0
						<b>432,543</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>913,220</b>	<b>1,345,763</b>
<b>Yucaipa</b>	Widen 5th St from Yucaipa Bl to County Line Rd from 2 to 4 lanes		Yes	7,032,000	2,410,000	1,182,000	600,000	0	0	0	0	0	1,782,000
	Widen Ave E from 14th St to Bryant St from 2 lanes to 4 lanes		Yes	23,532,000	9,053,000	6,208,000	0	0	0	0	0	0	6,208,000
	Widen Calimesa Bl from Oak Glen Rd to County Line Rd from 2 to 4 lanes.		Yes	4,192,000	7,477,000	1,740,000	750,000	750,000	1,500,000	750,000	0	0	5,490,000
	Widen County Line Rd from I-10 to Calimesa Blvd from 2 to 4 lanes		Yes	610,000	8,641,000	5,970,000	0	0	0	0	0	0	5,970,000
	Widen Yucaipa Bl from I-10 to 15th St from 4 to 6 lanes		Yes	17,668,000	17,572,000	9,427,000	1,100,000	700,000	700,000	700,000	0	0	12,627,000
						<b>24,527,000</b>	<b>2,450,000</b>	<b>1,450,000</b>	<b>2,200,000</b>	<b>1,450,000</b>	<b>0</b>	<b>0</b>	<b>32,077,000</b>
<b>Total</b>						<b>\$ 104,333,114</b>	<b>\$ 37,330,655</b>	<b>\$ 29,688,391</b>	<b>\$ 16,273,781</b>	<b>\$ 3,874,264</b>	<b>\$ 6,180,125</b>	<b>\$ 7,301,425</b>	<b>\$ 204,981,754</b>

Attachment: Attachment A - CPNA FY25-FY29 (10514 : CPNA Project List and Funding Allocation for Valley Major Streets/Arterial Sub-program FY2024/2025)



**Measure I Valley Major Street/Arterial Sub-Program  
Summary of Allocations, Balances & Future Need**

Jurisdiction	SHARES  Current Equitable Share*	ALLOCATIONS  FY10/11 thru FY24/25	BALANCES		SPECIAL ARRANGEMENTS		CPNA			
			Reimbursements FY10/11 thru 4/25/24	Allocation Balance	Approved Advances @ 4/25/24	Term Loan Collateral @ 4/25/24	Balance PLUS Anticipated Revenue FY25/26 thru FY28/29	Balance of Equitable Share Due in FY28/29	Total "Needs" from CPNA FY24/25 thru FY28/29 (incl loan collateral)	Total "Needs" thru FY28/29 when limited by 5-yr rule thru FY33/34
Chino	7.591%	\$21,558,595	\$298,946	\$21,259,649	\$12,985,417		\$30,945,972	\$852,149	\$30,781,846	\$30,781,846
Chino Hills	2.194%	\$3,043,718	\$0	\$3,043,718			\$3,043,718	-\$1,757,670	\$3,043,718	\$3,043,718
Colton	2.534%	\$7,641,422	\$418,015	\$7,223,406			\$10,604,785	\$496,149	\$4,639,032	\$4,639,032
Fontana	19.400%	\$45,055,179	\$7,634,761	\$37,420,418			\$55,188,419	-\$9,563,938	\$22,597,164	\$22,597,164
Grand Terrace	1.389%	\$4,188,609	\$151,462	\$4,037,147			\$5,890,634	\$271,962	\$1,973,129	\$1,973,129
Highland	6.777%	\$20,369,684	\$6,108,258	\$14,261,426		\$2,574,105	\$23,282,481	\$1,295,151	\$3,204,431	\$3,204,431
Loma Linda	4.074%	\$12,285,380	\$5,243,316	\$7,042,063			\$12,478,423	\$797,677	\$3,881,331	\$3,881,331
Montclair	0.597%	\$1,800,287	\$1,913,734	-\$113,447	\$1,105,972	\$1,990,241	\$683,192	\$116,891	\$1,990,241	\$992,524
Ontario	12.272%	\$37,006,918	\$17,397,975	\$19,608,942	\$6,383,764		\$35,984,743	\$2,402,820	\$17,661,197	\$17,661,197
Rancho Cucamonga	5.044%	\$12,352,298	\$5,429,607	\$6,922,691			\$12,150,323	-\$1,422,709	\$7,224,872	\$7,224,872
Redlands	4.854%	\$14,637,514	\$2,112,512	\$12,525,002			\$19,002,197	\$950,398	\$3,118,295	\$3,118,295
Rialto	3.831%	\$11,055,088	\$8,146,197	\$2,908,891			\$7,855,540	\$513,329	\$24,021,264	\$14,938,572
San Bernardino	7.857%	\$23,693,232	\$11,039,066	\$12,654,167	\$14,555,475		\$23,138,575	\$1,538,377	\$29,095,985	\$29,095,985
Upland	2.743%	\$8,271,673	\$3,158,457	\$5,113,216	\$2,029,872		\$8,773,485	\$537,071	\$1,345,763	\$1,345,763
Yucaipa	5.965%	\$16,481,075	\$15,052,759	\$1,428,316	\$9,832,320		\$8,886,960	\$450,869	\$32,077,000	\$19,567,085
County	12.878%	\$38,834,345	\$6,126,338	\$32,708,007			\$49,892,456	\$2,521,473	\$18,326,486	\$18,326,486
Arterial Allocation	100.000%	\$278,275,017	\$90,231,403	\$188,043,613	\$46,892,820	\$4,564,346	\$307,801,904	\$0	\$204,981,754	\$182,391,431

Attachment: Attachment B - Arterial Program Summary (10514 : CPNA Project List and Funding Allocation for Valley Major Streets/Arterial Sub-program

# Additional Information

**BOARD OF DIRECTORS METRO VALLEY STUDY SESSION ATTENDANCE – 2024  
VALLEY BOARD MEMBER ATTENDANCE**

<b>Name</b>	<b>Jan</b>	<b>Feb</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>
<b>Eunice Ulloa</b> City of Chino		X	X	X	X							
<b>Ray Marquez</b> City of Chino Hills		X	X	X	X							
<b>Frank Navarro</b> City of Colton		X	X	X								
<b>Aquanetta Warren</b> City of Fontana		X	X	X	X							
<b>Sylvia Robles</b> City of Grand Terrace												
<b>Bill Hussey</b> City of Grand Terrace					X							
<b>Larry McCallon</b> City of Highland		X	X	X	X							
<b>Bhavin Jindal</b> City of Loma Linda		X										
<b>Ronald Dailey</b> City of Loma Linda												
<b>John Dutrey</b> City of Montclair		X	X	X	X							
<b>Alan Wapner</b> City of Ontario				X	X							
<b>L. Dennis Michael</b> City of Rancho Cucamonga				X								
<b>Paul Barich</b> City of Redlands		X	X	X								
<b>Deborah Robertson</b> City of Rialto												
<b>Helen Tran</b> City of San Bernardino		X	X	X	X							
<b>Rudy Zuniga</b> City of Upland		*	*	X								

X = member attended meeting. \* = alternate member attended meeting. Empty box = Did not attend meeting. Crossed out box = not a Board Member at the time. Shaded box = No meeting

Communication: Attendance (Additional Information)

**BOARD OF DIRECTORS METRO VALLEY STUDY SESSION ATTENDANCE – 2024**

**VALLEY BOARD MEMBER ATTENDANCE (Cont.)**

<b>Name</b>	<b>Jan</b>	<b>Feb</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>
<b>Bobby Duncan</b> City of Yucaipa			X									
<b>Curt Hagman</b> Board of Supervisors		X	X	X	X							
<b>Dawn Rowe</b> Board of Supervisors		X		X								
<b>Jesse Armendarez</b> Board of Supervisors			X	X								
<b>Joe Baca, Jr.</b> Board of Supervisors		X	X	X	X							

**MOUNTAIN/DESERT BOARD MEMBER ATTENDANCE**

<b>Daniel Ramos</b> City of Adelanto												
<b>Art Bishop</b> Town of Apple Valley		X		X								
<b>Carmen Hernandez</b> City of Barstow		X		X	X							
<b>Rick Herrick</b> City of Big Bear Lake												
<b>Rebekah Swanson</b> City of Hesperia		X	*		X							
<b>Janet Jernigan</b> City of Needles												
<b>Joel Klink</b> City of Twentynine Palms												
<b>Debra Jones</b> City of Victorville												
<b>Rick Denison</b> Town of Yucca Valley		X	X	X	X							
<b>Paul Cook</b> Board of Supervisors		X	X	X								

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

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

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

**Acronym List**

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



## MISSION STATEMENT

Our mission is to improve the quality of life and mobility in San Bernardino County. Safety is the cornerstone of all we do.

We achieve this by:

- Making all transportation modes as efficient, economical, and environmentally responsible as possible.
- Envisioning the future, embracing emerging technology, and innovating to ensure our transportation options are successful and sustainable.
- Promoting collaboration among all levels of government.
- Optimizing our impact in regional, state, and federal policy and funding decisions.
- Using all revenue sources in the most responsible and transparent way.

Approved December 4, 2019