

## **AGENDA**

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

**November 9, 2023**

**\*\*\*Start Time: 9:30 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, Council Member  
*Town of Apple Valley*

Carmen Hernandez, Council Member  
*City of Barstow*

Sylvia Rodriguez-Robles, Council Member  
*City of Grand Terrace*

Larry McCallon, Mayor  
*City of Highland*

Bhavin Jindal, Council Member  
*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, Council Member  
*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, Mayor Pro Tem  
*City of Yucaipa*

Joel Klink, Council Member  
*City of Twentynine Palms*

Debra Jones, Mayor  
*City of Victorville*

Rick Denison, Mayor  
*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**

**November 9, 2023**

**9:30 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. 12

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 ITEMS**

### **Discussion - Administrative Matters**

#### **3. 2024 Board of Directors Metro Valley Study Session Meeting Schedule**

Pg. 18

Approve the 2024 Board of Directors Metro Valley Study Session meeting schedule.

**Presenter: Ashley Izard**

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

### **Discussion - Project Delivery**

#### **4. Interstate 215 Bi-County and Segment-5 Landscape Project - Amendment No. 3 to Contract No. 19-1002005 with EXP U.S. Services**

Pg. 32

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 Amendment No. 3 to Contract 19-1002005 with EXP U.S. Services, Inc., for preparation of the Plans, Specifications and Estimates and Construction Support Services for the Interstate 215 Bi-County and Segment-5 Landscape Project to extend the period of performance for an additional three years to January 31, 2027; and

B. Approve an exception to Contracting and Procurement Policy No. 11000, Contract Term, Section IV.B(4), to extend Contract No. 19-1002005 beyond the five-year term.

**Presenter: Juan Lizarde**

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

## **5. Interstate 10 Slover Mountain Underpass Project Update**

Pg. 38

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

Approve termination of Contract No. 22-1002762 with TranSystems Corporation to stop work on the Interstate 10 Slover Mountain Underpass Project.

**Presenter: Juan Lizarde**

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

## **Discussion - Toll Operations**

## **6. Interstate 10 Corridor Freight and Express Lanes Project - Contract 1 Construction Zone Enhanced Enforcement Program 2024**

Pg. 42

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 execute Agreement No. 24-1003070 for Construction Zone Enhanced Enforcement Program services with the California Highway Patrol for the Interstate 10 Corridor Freight and Express Lanes Project – Contract 1 in an amount not-to-exceed \$3,000,000, with a contract term through December 31, 2028, subject to approval as to form by SBCTA General Counsel.

**Presenter: Philip Chu**

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

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

## **7. Amendment No. 2 to the Capital Project Needs Analysis Project List for Valley Major Street Program/Arterial Sub-Program for Fiscal Year 2023/2024**

Pg. 59

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 Amended Project List for the Measure I Valley Major Street Program/Arterial Sub-Program for Fiscal Year 2023/2024, as referenced in Attachment A.

**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. 64

Acronym List

Pg. 66

Mission Statement

Pg. 68

**The next Board of Directors Metro Valley Study Session is scheduled for  
December 14, 2023**

## **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, 2nd 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 copies to

the Clerk of the Board for distribution. 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:*** November 9, 2023

***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 SBCTA 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:

<b>Item No.</b>	<b>Contract No.</b>	<b>Principals &amp; Agents</b>	<b>Subcontractors</b>
4	19-1002005-03	EXP U.S. Services, Inc. <i>Khalil Saba</i>	Converse Consultants David Evans and Associates, Inc. Environmental Science Associates Epic Land Solutions, Inc. Hout Construction Services DBA Hout Engineering Lin Consulting, Inc.
5	22-1002762	TranSystems Corporation <i>Ayman Salama</i>	Advanced Civil Technologies Group Delta Consultants, Inc. ICF Jones & Stokes Psomas
6	24-1003070	California Highway Patrol	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

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

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## ***Minute Action***

### AGENDA ITEM: 2

***Date:*** *November 9, 2023*

***Subject:***

Project Delivery Contract Change Orders to On-Going Contracts

***Recommendation:***

Receive and file Change Order Report.

***Background:***

San Bernardino County Transportation Authority (SBCTA) Department of Project Delivery has 15 on-going construction contracts, of which four have had Construction Change Orders (CCO) approved since the last reporting to the Board of Directors Metro Valley Study Session on October 12, 2023. The CCOs are listed below:

A. Contract No. 19-1002181 with Granite Construction Company, for Archibald Avenue Improvements 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 16.3: Removal of buried man-made objects, additional funds. (\$80,000)
- 2) CCO 61.2: Revised concrete stamp. (-\$135)
- 3) CCO 96.1: Repair bridge expansion joint spalls. (\$37,826.07)
- 4) CCO 97.1: Additional cold mill and overlay of existing median shoulder. (\$3,654.64)
- 5) CCO 99: Additional work based on California Department of Transportation (Caltrans) safety review. (\$60,000)

C. Contract No. 19-1002196 with Security Paving Company, Inc., for Central Avenue Improvements Project at SR 60:

- 1) CCO 5.1: Maintain traffic per supplemental funds provided. (\$40,000)
- 2) CCO 5.2: Maintain traffic per supplemental funds provided. (\$40,000)
- 3) CCO 8.1: Establish dispute review board. (\$12,000)
- 4) CCO 9: Removal of buried man-made objects (\$9,000)
- 5) CCO 15.1: Traffic handling plan revision. (\$15,000)
- 6) CCO 19.1: Soil nail wall design change. (\$10,000)
- 7) CCO 24: Modified traffic controllers. (\$4,234)

*Entity: San Bernardino County Transportation Authority*



8) CCO 26: Modify the northwest corner of U-Grill Korean BBQ and Denny's driveway. (\$40,000)

9) CCO 37: Place polyester concrete instead of jointed plain concrete pavement. (\$30,000)

10) CCO 39: Modify asphalt paving limits. (\$26,849)

11) CCO 41: Regrade track and compact slope behind retaining walls. (\$50,000)

12) CCO 42: Remove and replace existing bridge chain link fence per standard specifications. (\$159,340)

13) CCO 43: Fabricate, furnish and install bridge fence. (\$27,000)

D. Contract No. 17-1001678 with Griffith Company, for Interstate 215 (I-215) Segments 1 and 3 Landscape Replacement Project: There are no newly executed CCOs since last report.

E. Contract No. 17-1001614 with Diversified Landscape Company, for I-215 Segment 2 Landscape Replacement Project: There are no newly executed CCOs since last report.

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

G. Contract No. 17-1001599 with Lane-Security Paving Joint Venture, for Interstate 10 (I-10) Corridor Contract 1 Design Build Contract: There are no newly executed CCOs since last report.

H. Contract 18-1001967 with C.A. Rasmussen, Inc., for US 395 Phase I Widening Project: There are no newly executed CCOs since last report.

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

J. Contract No. 18-1001966 with Traylor-Granite Joint Venture, for Mount Vernon Avenue Viaduct Project Design Build: There are no newly executed CCOs since last report.

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

L. Contract No. 21-1002620 with Ortiz Enterprises, Inc., for I-10 Alabama Street Improvement Project: There are no newly executed CCOs since last report.

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

1) CCO 23: Unsheltered encampment and illegal dumping cleanup. (\$50,000)

2) CCO 24: Temporary water diversion system. (\$30,000)

3) CCO 27: Removal of existing wall using prescribed method. (\$27,500)

## Board of Directors Metro Valley Study Session Agenda Item

November 9, 2023

Page 3

N. Contract 19-1002073 with Mariposa Landscapes, Inc., for SR 210 Pepper Avenue Establish Existing Planting Project: There are no newly executed CCOs since last report.

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

- 1) CCO 12: Install additional duct ties (\$19,949.61)
- 2) CCO 13: Cast In Drilled Hole drilling operation. (\$27,735.65)
- 3) CCO 14: Drainage system modification. (\$34,700)

***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. 0897 I-10 Cedar Avenue Improvement Project, Sub-Task 0811 North 1st Avenue Over BNSF, and Sub-Task No. 0893 SR 60 Central Avenue Interchange.

***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: November 9, 2023

Witnessed By:

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San Bernardino County Transportation Authority

Project Delivery Contracts Executed Change Orders		
Number	Description	Amount
Archibald Avenue Improvements 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
16.3	Removal of buried man-made objects, additional funds	\$80,000.00
61.2	Revised concrete stamp	(\$135.00)
96.1	Repair bridge expansion joint spalls	\$37,826.07
97.1	Additional cold mill and overlay of existing median shoulder	\$3,654.64
99	Additional work based on Caltrans safety review	\$60,000.00
	CCO Total	\$27,332,623.10
	Approved Contingency	\$34,927,790.07
	Remaining Contingency	\$7,595,166.97
Central Avenue Improvements Project at SR 60 (19-1002196)		
Number	Description	Amount
5.1	Maintain traffic per supplemental funds provided	\$40,000.00
5.2	Maintain traffic per supplemental funds provided	\$40,000.00
8.1	Establish dispute review board	\$12,000.00
9	Removal of buried man-made objects	\$9,000.00
15.1	Traffic handling plan revision	\$15,000.00
19.1	Soil nail wall design change	\$10,000.00
24	Modified traffic controllers	\$4,234.00
26	Modify the northwest corner of U-Grill Korean BBQ and Denny's driveway	\$40,000.00
37	Place polyester concrete instead of jointed plain concrete pavement	\$30,000.00
39	Modify asphalt paving limits	\$26,849.00
41	Regrade track and compact slope behind retaining walls	\$50,000.00
42	Remove and replace existing bridge chain link fence per standard specifications	\$159,340.00
43	Fabricate, furnish and install bridge fence	\$27,000.00
	CCO Total	\$1,407,424.91
	Approved Contingency	\$2,912,039.00
	Remaining Contingency	\$1,504,614.09
I-215 Segments 1 & 3 Landscape Replacement Project (17-1001678)		
Number	Description	Amount
	CCO Total	\$422,073.52
	Approved Contingency	\$812,748.38
	Remaining Contingency	\$390,674.86

Attachment: MVSS CCO Log Project Delivery Projects (10046 : Project Delivery Contract Change Orders to On-Going Contracts)

Project Delivery Contracts Executed Change Orders		
Number	Description	Amount
I-215 Segment 2 Landscape Replacement Project (17-1001614)		
Number	Description	Amount
	CCO Total	\$362,649.23
	Approved Contingency	\$502,203.56
	Remaining Contingency	\$139,554.33
I-215 Segments 1, 2 & 3 Establish Existing Planting (19-1002026)		
Number	Description	Amount
	CCO Total	\$20,000.00
	Approved Contingency	\$1,451,300.00
	Remaining Contingency	\$1,431,300.00
I-10 Corridor Contract 1 (17-1001599)		
Number	Description	Amount
	CCO Total	\$24,554,653.08
	Approved Contingency	\$51,369,000.00
	Remaining Contingency	\$26,814,346.92
US 395 Phase 1 Widening Project (18-1001967)		
Number	Description	Amount
	CCO Total	\$2,194,906.95
	Approved Contingency	\$8,741,611.75
	Remaining Contingency	\$6,546,704.80
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
	CCO Total	\$5,011,396.71
	Approved Contingency	\$17,230,000.00
	Remaining Contingency	\$12,218,603.29
I-10 University Street Interchange Improvements Project (20-1002290)		
Number	Description	Amount
	CCO Total	\$1,287,988.96
	Approved Contingency	\$1,500,590.00
	Remaining Contingency	\$212,601.04

Attachment: MVSS CCO Log Project Delivery Projects (10046 : Project Delivery Contract Change Orders to On-Going Contracts)

Project Delivery Contracts Executed Change Orders		
Number	Description	Amount
I-10 Alabama Street Improvement Project (21-1002620)		
Number	Description	Amount
	CCO Total	\$654,201.61
	Approved Contingency	\$1,338,886.33
	Remaining Contingency	\$684,684.72
I-10 Cedar Avenue Improvement Project (22-1002784)		
Number	Description	Amount
23	Unsheltered encampment and illegal dumping cleanup	\$50,000.00
24	Temporary water diversion system	\$30,000.00
27	Removal of existing wall using prescribed method	\$27,500.00
	CCO Total	\$1,031,313.18
	Approved Contingency	\$8,098,400.00
	Remaining Contingency	\$7,067,086.82
SR 210 Pepper Avenue Establish Existing Planting (19-1002073)		
Number	Description	Amount
	CCO Total	\$15,086.00
	Approved Contingency	\$31,244.80
	Remaining Contingency	\$16,158.80
North 1st Avenue Bridge Over BNSF Project (22-1002780)		
Number	Description	Amount
12	Install additional duct ties	\$19,949.61
13	Cast In Drilled Hole (CIDH) drilling operation	\$27,735.65
14	Drainage system modification	\$34,700.00
	CCO Total	\$597,313.88
	Approved Contingency	\$3,561,922.00
	Remaining Contingency	\$2,964,608.12

## ***Minute Action***

AGENDA ITEM: 3

***Date:*** *November 9, 2023*

***Subject:***

2024 Board of Directors Metro Valley Study Session Meeting Schedule

***Recommendation:***

Approve the 2024 Board of Directors Metro Valley Study Session meeting schedule.

***Background:***

The San Bernardino County Transportation Authority (SBCTA) Board of Directors Metro Valley Study Session (MVSS) regular meeting schedule is on the Thursday of the week following the SBCTA Board meeting, which is usually the second Thursday of the month, with a typical start time between 9:10 a.m. and 10:00 a.m. in the 1<sup>st</sup> Floor Lobby Board Room at the Santa Fe Depot. Although a monthly schedule is adopted, it is acknowledged that when there are not sufficient business items to require a meeting, the meeting will be cancelled. It has also been the practice to modify the meeting date and time when the meeting has been rescheduled due to conflicts with other meetings or holiday schedules. SBCTA staff, however, has been directed to make every effort to minimize deviation from the regular schedule to ensure continuity of meetings and participation.

A quorum of the Board at the MVSS is the same as the quorum of the SBCTA Board of Directors. If less than a quorum of the Board is in attendance, the Board members in attendance may consider, discuss, and make recommendations to the Board regarding items on the MVSS agenda for Board action at its regular meetings.

A proposed 2024 meeting schedule is identified below for approval. Board members and staff are urged to calendar these meetings for the coming year. Advance confirmation of meetings or cancellation notices are part of SBCTA's standard procedure for meeting preparation. The proposed meeting schedule does conform to the second Thursday of each month, the week following the SBCTA Board of Directors meeting.

The proposed 2024 MVSS meeting dates are as follows:

January 11, 2024	July 11, 2024 ( <b>DARK</b> )
February 15, 2024*	August 15, 2024*
March 14, 2024	September 12, 2024
April 11, 2024	October 10, 2024
May 9, 2024	November 14, 2024
June 13, 2024	December 12, 2024

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

***Financial Impact:***

Approval of the regular meeting schedule has no impact upon the SBCTA Budget.

***Reviewed By:***

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

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

Board of Directors Metro Valley Study Session Agenda Item  
November 9, 2023  
Page 2

***Responsible Staff:***

Ashley Izard, Deputy Clerk of the Board

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San Bernardino Council of Governments  
San Bernardino County Transportation Authority

Approved  
Board of Directors Metro Valley Study Session  
Date: November 9, 2023

Witnessed By:

# SBCTA / SBCOG 2024 Master Calendar

~ January 2024 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1 New Year's Holiday	2 New Year's Holiday (Observed)	3 Board	4 City/County Manager's TAC SCAG Regional Council	5	6
7 Orthodox Christmas	8	9	10 General Policy Committee Legislative Policy Committee	11 Transit Committee Metro Valley Study Session I-10/I-15 Joint Sub-Committee	12	13
14 Orthodox New Year	15 Martin Luther King Day Holiday	16	17 LAFCO Hearing	18	19 Mt/Desert Policy Committee	20
21	22	23	24 League of CA Cities New Mayors & Council Members Academy	25 League of CA Cities New Mayors & Council Members Academy	26 League of CA Cities New Mayors & Council Members Academy	27
28	29	30	31			

Attachment: 2024 Master Meeting Calendar (9901 : 2024 MVSS Meeting Schedule)

Board of Directors meetings start at 10:00 a.m.  
General Policy Committee starts at 9:00 a.m.  
Legislative Policy Committee starts at 9:30 a.m.

Transit Committee starts at 9:00 a.m.  
Metro Valley Study Session starts at 9:30 a.m.  
I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

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



# SBCTA / SBCOG 2024 Master Calendar

~ February 2024 ~

Sun	Mon	Tue	Wed	Thu	Fri	Sat
NOTES: *This date falls on the 3 <sup>rd</sup> Thursday of the month				1  SCAG Regional Council	2	3
4	5	6	7 Board	8	9	10  NACo Legislative Conference
11  NACo Legislative Conference	12  NACo Legislative Conference	13  NACo Legislative Conference	14 General Policy Committee Legislative Policy Committee	15 *Transit Committee *Metro Valley Study Session *I-10/I-15 Joint Sub-Committee	16 Mt/Desert Policy Committee	17
18	19  Presidents' Day Holiday	20	21  LAFCO Hearing	22	23	24
25	26	27	28	29		

Attachment: 2024 Master Meeting Calendar (9901 : 2024 MVSS Meeting Schedule)

Board of Directors meetings start at 10:00 a.m.  
 General Policy Committee starts at 9:00 a.m.  
 Legislative Policy Committee starts at 9:30 a.m.

Transit Committee starts at 9:00 a.m.  
 Metro Valley Study Session starts at 9:30 a.m.  
 I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

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

# SBCTA / SBCOG 2024 Master Calendar

~ March 2024 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6 Board	7 City/County Manager's TAC SCAG Regional Council	8	9
10 Daylight Savings Time Begins Ramadan	11 Ramadan	12 Ramadan	13 General Policy Committee Legislative Policy Committee Ramadan	14 Transit Committee Metro Valley Study Session I-10/I-15 Joint Sub-Committee Ramadan	15 Mt/Desert Policy Committee Ramadan	16 Ramadan
17 Ramadan	18 Ramadan	19 Ramadan	20 LAFCO Hearing Ramadan	21 Ramadan	22 Ramadan	23 Ramadan
24 Ramadan	25 Ramadan	26 Ramadan	27 Ramadan	28 Ramadan	29 Good Friday Ramadan	30 Ramadan
31 Easter Cesar Chavez Day Ramadan						

Attachment: 2024 Master Meeting Calendar (9901 : 2024 MVSS Meeting Schedule)

Board of Directors meetings start at 10:00 a.m.  
General Policy Committee starts at 9:00 a.m.  
Legislative Policy Committee starts at 9:30 a.m.

Transit Committee starts at 9:00 a.m.  
Metro Valley Study Session starts at 9:30 a.m.  
I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

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

# SBCTA / SBCOG 2024 Master Calendar

~ April 2024 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1 Ramadan	2 Ramadan	3 Board Ramadan	4 SCAG Regional Council Ramadan	5 Ramadan	6 Laylat al-Qadr Ramadan
7 Ramadan	8 Ramadan	9	10 General Policy Committee Legislative Policy Committee	11 Transit Committee Metro Valley Study Session I-10/I-15 Joint Sub-Committee	12	13
14	15	16	17 LAFCO Hearing	18	19 Mt/Desert Policy Committee	20
21	22 Passover	23 Passover	24 Passover	25 Passover	26 Passover	27 Passover
28 Passover	29 Passover	30 Passover				

Attachment: 2024 Master Meeting Calendar (9901 : 2024 MVSS Meeting Schedule)

Board of Directors meetings start at 10:00 a.m.  
General Policy Committee starts at 9:00 a.m.  
Legislative Policy Committee starts at 9:30 a.m.

Transit Committee starts at 9:00 a.m.  
Metro Valley Study Session starts at 9:30 a.m.  
I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

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

# SBCTA / SBCOG 2024 Master Calendar

~ May 2024 ~

Sun	Mon	Tue	Wed	Thu	Fri	Sat
NOTES: *City/County Manager's TAC cancelled due to conflict with SCAG General Assembly  **Mountain/Desert Policy Committee will be cancelled or held at City/County Conference location if needed			1 Board	2 *City/County Manager's TAC (CANCELLED)  SCAG Regional Council  SCAG General Assembly	3   SCAG General Assembly	4
5	6	7	8 General Policy Committee  Legislative Policy Committee	9 Transit Committee  Metro Valley Study Session  I-10/I-15 Joint Sub-Committee	10	11
12	13	14	15  LAFCO Hearing	16  City/County Conference	17 **Mt/Desert Policy Committee  City/County Conference	18
19	20	21	22	23	24	25
26	27  Memorial Day Holiday	28	29	30	31	

Attachment: 2024 Master Meeting Calendar (9901 : 2024 MVSS Meeting Schedule)

Board of Directors meetings start at 10:00 a.m.  
 General Policy Committee starts at 9:00 a.m.  
 Legislative Policy Committee starts at 9:30 a.m.

Transit Committee starts at 9:00 a.m.  
 Metro Valley Study Session starts at 9:30 a.m.  
 I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

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

# SBCTA / SBCOG 2024 Master Calendar

~ June 2024 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
<b>NOTES:</b> *The Mountain/Desert Policy Committee will be held on the 2 <sup>nd</sup> Friday due to conflict with the US Conference of Mayors						1
2	3	4	5 Board	6 SCAG Regional Council	7	8
9	10	11 Shavuot (begins sunset)	12 General Policy Committee Legislative Policy Committee Shavuot	13 Transit Committee Metro Valley Study Session I-10/I-15 Joint Sub-Committee Shavuot (ends nightfall)	14 *Mt/Desert Policy Committee	15
16 Eid al-Adha	17 Eid al-Adha	18	19 LAFCO Hearing Juneteenth Holiday	20 US Conference of Mayors	21 US Conference of Mayors	22 US Conference of Mayors
23 US Conference of Mayors	24	25	26	27	28	29
30						

Attachment: 2024 Master Meeting Calendar (9901 : 2024 MVSS Meeting Schedule)

Board of Directors meetings start at 10:00 a.m.  
 General Policy Committee starts at 9:00 a.m.  
 Legislative Policy Committee starts at 9:30 a.m.

Transit Committee starts at 9:00 a.m.  
 Metro Valley Study Session starts at 9:30 a.m.  
 I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

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

# SBCTA / SBCOG 2024 Master Calendar

~ July 2024 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3 Board	4 *City/County Manager's TAC (DARK) SCAG Regional Council Independence Day Holiday	5	6 Muharram
7	8	9	10 *General Policy Committee (DARK) *Legislative Policy Committee (DARK)	11 *Transit Committee (DARK) *Metro Valley Study Session (DARK) *I-10/I-15 Joint Sub-Committee (DARK)	12 NACo Annual Meeting	13 NACo Annual Meeting
14 NACo Annual Meeting	15 NACo Annual Meeting	16	17 LAFCO Hearing	18	19 *Mt/Desert Policy Committee (DARK)	20
21	22	23	24	25	26	27
28	29	30	31	NOTES: *No policy committee meetings		

Attachment: 2024 Master Meeting Calendar (9901 : 2024 MVSS Meeting Schedule)

Board of Directors meetings start at 10:00 a.m.  
 General Policy Committee starts at 9:00 a.m.  
 Legislative Policy Committee starts at 9:30 a.m.

Transit Committee starts at 9:00 a.m.  
 Metro Valley Study Session starts at 9:30 a.m.  
 I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

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

# SBCTA / SBCOG 2024 Master Calendar

~ August 2024 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
NOTES: *No Board Meeting **This date falls on the 3 <sup>rd</sup> Thursday of the month				1  SCAG Regional Council (dark)	2	3
4	5	6	7 *Board (DARK)	8	9	10
11	12	13	14 General Policy Committee Legislative Policy Committee	15 **Transit Committee  **Metro Valley Study Session  **I-10/I-15 Joint Sub-Committee	16 Mt/Desert Policy Committee	17
18	19	20	21  LAFCO Hearing	22	23	24
25	26 Janmashtami	27	28	29	30	31

Attachment: 2024 Master Meeting Calendar (9901 : 2024 MVSS Meeting Schedule)

Board of Directors meetings start at 10:00 a.m.  
 General Policy Committee starts at 9:00 a.m.  
 Legislative Policy Committee starts at 9:30 a.m.

Transit Committee starts at 9:00 a.m.  
 Metro Valley Study Session starts at 9:30 a.m.  
 I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

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

# SBCTA / SBCOG 2024 Master Calendar

~ September 2024 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2 Labor Day Holiday	3	4 Board	5 City/County Manager's TAC SCAG Regional Council	6	7
8	9	10	11 General Policy Committee Legislative Policy Committee	12 Transit Committee Metro Valley Study Session I-10/I-15 Joint Sub-Committee	13 *Mt/Desert Policy Committee	14
15	16 Prophet Muhammad's Birthday	17	18 LAFCO Hearing	19	20 Mobility 21 Summit	21
22	23	24	25	26	27	28
29	30	NOTES: *The Mountain/Desert Policy Committee will be held on the 2 <sup>nd</sup> Friday due to conflict with the Mobility 21 Summit				

Attachment: 2024 Master Meeting Calendar (9901 : 2024 MVSS Meeting Schedule)

Board of Directors meetings start at 10:00 a.m.  
 General Policy Committee starts at 9:00 a.m.  
 Legislative Policy Committee starts at 9:30 a.m.

Transit Committee starts at 9:00 a.m.  
 Metro Valley Study Session starts at 9:30 a.m.  
 I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

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



# SBCTA / SBCOG 2024 Master Calendar

~ October 2024 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
<b>NOTES:</b> *The Mountain/Desert Policy Committee will be held on the 2 <sup>nd</sup> Friday due to conflict with the League of CA Cities Annual Conference		<b>1</b>	<b>2</b> Board	<b>3</b>  SCAG Regional Council Navratri Rosh Hashanah (begins sunset)	<b>4</b>  Rosh Hashanah	<b>5</b>
<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b> General Policy Committee Legislative Policy Committee	<b>10</b> Transit Committee Metro Valley Study Session I-10/I-15 Joint Sub-Committee	<b>11</b> *Mt/Desert Policy Committee  Yom Kippur	<b>12</b>  Yom Kippur
<b>13</b>	<b>14</b>  Columbus Day Holiday	<b>15</b>	<b>16</b>  LAFCO Hearing League of CA Cities Annual Conference Sukkot	<b>17</b>  League of CA Cities Annual Conference Sukkot	<b>18</b>  League of CA Cities Annual Conference Sukkot	<b>19</b>  Sukkot
<b>20</b>  Sukkot	<b>21</b>  Sukkot	<b>22</b>  Sukkot	<b>23</b>  Shemini Atzeret Sukkot	<b>24</b>  Shemini Atzeret Simchat Torah	<b>25</b>  Simchat Torah	<b>26</b>
<b>27</b>	<b>28</b>	<b>29</b>	<b>30</b>	<b>31</b>  Halloween		

Board of Directors meetings start at 10:00 a.m.  
 General Policy Committee starts at 9:00 a.m.  
 Legislative Policy Committee starts at 9:30 a.m.

Transit Committee starts at 9:00 a.m.  
 Metro Valley Study Session starts at 9:30 a.m.  
 I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

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

# SBCTA / SBCOG 2024 Master Calendar

~ November 2024 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1 Diwali	2
3 Daylight Savings Time Ends	4	5	6 Board	7 City/County Manager's TAC SCAG Regional Council	8	9
10	11 Veteran's Day Holiday	12	13 General Policy Committee Legislative Policy Committee	14 Transit Committee Metro Valley Study Session I-10/I-15 Joint Sub-Committee	15 Mt/Desert Policy Committee	16
17	18 CSAC Annual Meeting	19 CSAC Annual Meeting	20 LAFCO Hearing CSAC Annual Meeting	21 CSAC Annual Meeting	22 CSAC Annual Meeting	23
24	25	26	27	28 Thanksgiving Day Holiday	29 Thanksgiving Day After	30

Attachment: 2024 Master Meeting Calendar (9901 : 2024 MVSS Meeting Schedule)

Board of Directors meetings start at 10:00 a.m.  
General Policy Committee starts at 9:00 a.m.  
Legislative Policy Committee starts at 9:30 a.m.

Transit Committee starts at 9:00 a.m.  
Metro Valley Study Session starts at 9:30 a.m.  
I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

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

# SBCTA / SBCOG 2024 Master Calendar

~ December 2024 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4 Board	5 SCAG Regional Council	6	7
8	9	10	11 General Policy Committee Legislative Policy Committee	12 Transit Committee Metro Valley Study Session I-10/I-15 Joint Sub-Committee	13 *Mt/Desert Policy Committee	14
15	16	17	18 LAFCO Hearing	19	20	21
22	23	24 Christmas Eve Holiday Hanukkah	25 Christmas Day Holiday Hanukkah	26 Hanukkah Kwanzaa	27 Hanukka Kwanzaa h	28 Hanukkah Kwanzaa
29 Hanukkah Kwanzaa	30 Hanukkah Kwanzaa	31 New Years Eve Holiday Hanukkah Kwanzaa	<b>NOTES:</b> *The Mountain/Desert Policy Committee will be held on the 2 <sup>nd</sup> Friday due to Holidays			

Board of Directors meetings start at 10:00 a.m.  
 General Policy Committee starts at 9:00 a.m.  
 Legislative Policy Committee starts at 9:30 a.m.

Transit Committee starts at 9:00 a.m.  
 Metro Valley Study Session starts at 9:30 a.m.  
 I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

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

## ***Minute Action***

### AGENDA ITEM: 4

***Date:*** November 9, 2023

***Subject:***

Interstate 215 Bi-County and Segment-5 Landscape Project - Amendment No. 3 to Contract No. 19-1002005 with EXP U.S. Services

***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 Amendment No. 3 to Contract 19-1002005 with EXP U.S. Services, Inc., for preparation of the Plans, Specifications and Estimates and Construction Support Services for the Interstate 215 Bi-County and Segment-5 Landscape Project to extend the period of performance for an additional three years to January 31, 2027; and
- B. Approve an exception to Contracting and Procurement Policy No. 11000, Contract Term, Section IV.B(4), to extend Contract No. 19-1002005 beyond the five-year term.

***Background:***

The intent of this agenda item is to extend the EXP U.S. Services, Inc. (EXP) Design Contract No. 19-1002005 for the Interstate 215 (I-215) Bi-County and Segment-5 Landscape Project (Project).

The Project will provide drought tolerant, low maintenance highway planting, addition of irrigation infrastructure with smart technology, and construction of hardscape. The Bi-County segment begins at the Orange Show Road Interchange in the City of San Bernardino and ends at the San Bernardino/Riverside County line; Segment-5 begins just south of Massachusetts Avenue and ends at the I-215/State Route 210 junction in the City of San Bernardino. The estimated landscaping construction capital cost is \$9.7 million.

In January 2019, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) awarded Contract No. 19-1002005 to EXP, for preparation of the Plans, Specifications, and Estimates and construction support services in an amount not-to-exceed \$1,155,065.42. The Board also approved a contingency amount for Contract No. 19-1002005 of \$115,507.00.

In April 2020, SBCTA and EXP executed Amendment No. 1 to Contract No. 19-1002005 to add right-of-way acquisition services and increase the contract amount by \$11,497.42. In April 2022, the Board approved Amendment No. 2 to Contract No. 19-1002005 to add Segment-5 design services and increase contract amount by \$885,686.65. Due to the added scope and expanding schedule, a time extension is required for the design contract.

***Recommendation A:***

Staff requests approval of Amendment No. 3 to Contract No. 19-1002005 with EXP to extend the period of performance for an additional three years to January 31, 2027. This time extension will allow EXP to finalize the design and provide construction support during construction and closeout activities. The contract amendment is recommended on the basis that EXP is found to be preeminently positioned to perform the work due to their specific qualifications,

*Entity: San Bernardino County Transportation Authority*

## Board of Directors Metro Valley Study Session Agenda Item

November 9, 2023

Page 2

unique knowledge and requirements of the project, in compliance with Contracting and Procurement Policy No. 11000, V.C.3.c and V.C.3.d.iii.

**Recommendation B:**

Staff requests exception to Contracting and Procurement Policy No. 11000, Contract Term, Section IV.B(4), which limits contract terms to five years. Since the contract with EXP includes multiple phases extending beyond the five years it is necessary to encompass the overall project schedule.

**Financial Impact:**

This item is consistent with the Fiscal Year 2023/2024 Budget under Task No. 0820 Freeway Projects, Sub Task No. 0839 I-215 Bi-County Landscape Project, and Sub Task 0838 I-215 Segment-5 Landscape Project.

**Reviewed By:**

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

**Responsible Staff:**

Juan Lizarde, Project Manager

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Approved  
Board of Directors Metro Valley Study Session  
Date: November 9, 2023

Witnessed By:

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San Bernardino County Transportation Authority

Contract No:	<u>19-1002005</u>	Amendment No.:	<u>3</u>
Contract Class:	<u>Payable</u>	Department:	<u>Project Delivery</u>
Vendor No.:	<u>03441</u>	Vendor Name:	<u>EXP U.S. Services, Inc.</u>
Description:	I-215 Bi-County Landscape Project /Segment-5 Landscape Project Environmental, Design and Right of Way Services		

Dollar Amount				
Original Contract	\$	1,155,065.42	Original Contingency	\$ 115,507.0
Prior Amendments	\$	897,184.07	Prior Amendments	\$ (11,497.4
Prior Contingency Released	\$	38,674.03	Prior Contingency Released (-)	\$ (38,674.0
Current Amendment	\$	-	Current Amendment	\$ -
<b>Total/Revised Contract Value</b>	<b>\$</b>	<b>2,090,923.52</b>	<b>Total Contingency Value</b>	<b>\$ 65,335.5</b>
	<b>Total Dollar Authority (Contract Value and Contingency)</b>			<b>\$ 2,156,259.0</b>

Board of Directors	Date:	12/06/2023	Committee	Item #
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Other Contracts	Sole Source?	No	No Budget Adjustment
Design			N/A

Estimated Start Date:	<u>01/09/2019</u>	Expiration Date:	<u>01/31/2024</u>	Revised Expiration Date:	<u>01/31/2027</u>
NHS: Yes	QMP/QAP:	Yes	Prevailing Wage:	Yes	

[illegible]

Kristi Harris

Task Manager (Print Name)

Additional Notes: Design cost of \$885,686.65 for I-215 Segment-5 (EA 08-0071L) will be offset with Federal STP Funds in construction for I-215 County (EA 08-0M94L) resulting in zero increase of new measure for Bi-County.

**AMENDMENT NO. 3 TO CONTRACT NO. 19-1002005**  
**FOR**  
**INTERSTATE 215 BI-COUNTY LANDSCAPE PROJECT**  
**(EXP U.S. SERVICES, INC.)**

This Amendment No. 3 to Contract No. 19-1002005 is made and entered into by and between the San Bernardino County Transportation Authority (“SBCTA”), whose address is 1170 W. 3<sup>rd</sup> Street, 2nd Floor, San Bernardino, California 92410-1715; and EXP U.S. SERVICES, INC. (“CONSULTANT”) whose address is 330 North Brand Boulevard, Glendale, CA 91203. SBCTA and CONSULTANT are each a “Party” and collectively the “Parties”.

**RECITALS:**

- A. On January 9, 2019, SBCTA and CONSULTANT entered into a contract for the Interstate 215 (I-215) Bi-County Landscape Project (PROJECT) environmental, design, and right of way services (Contract).
- B. On May 29, 2020, SBCTA Board of Directors approved Amendment No. 1 to include right of way services and increased the contract amount by \$11,497.42.
- C. On December 15, 2021, SBCTA approved Contingency Amendment No. 1A for additional scope to revise the landscape design to meet SBCTA Landscape Policy 34502 and released \$38,674.03 in contingency.
- D. On April 27, 2022, SBCTA Board of Directors approved Amendment No. 2 to add design services for the I-215 Landscape Segment-5 (EA 08-0071L) and increase the Contract amount by \$885,686.65 for a total Contract amount of \$2,090,923.52.
- E. PARTIES now seek to amend this Contract to extend the period of performance to January 31, 2027.

**IT IS THEREFORE MUTUALLY AGREED TO AMEND THE CONTRACT AS FOLLOWS:**

1. ARTICLE 4. PERFORMANCE PERIOD, Subarticle 4.1 is revised and replaced in its entirety to read as follows:  

“This Contract shall go into effect on January 2, 2019, contingency 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 **January 31, 2027**, unless extended by written amendment.”

2. Except as amended by this Amendment No. 3, all other terms and conditions of the Contract, including all previous amendments, shall remain in full force and effect.
3. This Amendment No. 3 is deemed to be included and made part of the Contract.
4. This Amendment No. 3 will be effective upon execution by SBCTA.

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

DRAFT

Attachment: 19-1002005-03 (9848 : I-215 Bi-County/Segment-5 Amendment No. 3 to Contract No. 19-1002005 with EXP)



IN WITNESS WHEREOF, the Parties have duly executed this Amendment No. 3 below.

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

**EXP U.S. SERVICES, INC.**

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

By: \_\_\_\_\_  
Khalil Saba  
Vice President

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

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

**APPROVED AS TO FORM:**

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

By: \_\_\_\_\_  
Deborah Walters  
Chief Financial Officer

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

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

**CONCURRENCE:**

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

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

## *Minute Action*

### AGENDA ITEM: 5

**Date:** November 9, 2023

**Subject:**

Interstate 10 Slover Mountain Underpass Project Update

**Recommendation:**

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

Approve termination of Contract No. 22-1002762 with TranSystems Corporation to stop work on the Interstate 10 Slover Mountain Underpass Project.

**Background:**

In September 2022, the San Bernardino County Transportation Authority (SBCTA) awarded Contract No. 22-1002762 to TranSystems Corporation for Plans, Specifications and Estimates Design Services for the Interstate 10 (I-10) Slover Mountain Underpass Project (Project).

The Project proposes to replace the existing Union Pacific Railroad (UPRR) Slover Mountain underpass to accommodate up to two new express lanes in the median in each direction, which falls within the limits of the I-10 Corridor Contract 3. Since the span length of the existing structure is too short to accommodate two express lanes in each direction the Project was advanced to allow for future construction of the ultimate facility at this location.

In conjunction with the design contract, a Preliminary Agreement with UPRR, Contract No. 23-1002888, was also executed in January 2023. This allowed coordination with UPRR to study alternatives to meet their needs and the future I-10 widening. Over a span of six months, eight alternatives were studied. However, the alternatives identified by UPRR, Alternative 2 and Alternative 8, resulted in cost increases of \$35 million and \$38 million, respectively. SBCTA's current budget is \$34.2 million.

Item	Alternative Cost (Escalated to mid-2026)		
	1	2	8
	Permanent Shoofly SBCTA-PA/ED	Temp. Shoofly UPRR SELECTED ALTERNATIVES	Double Track
Roadway (Track/Signal/Civil)	\$12,000,000	\$12,800,000	\$15,600,000
Structures	\$20,900,000	\$41,600,000	\$40,900,000
Subtotal Construction	<b>\$32,900,000</b>	<b>\$54,400,000</b>	<b>\$56,500,000</b>
Right of Way	\$230,000	\$230,000	\$230,000
Total Capital Outlay Cost	<b>\$33,130,000</b>	<b>\$54,630,000</b>	<b>\$56,730,000</b>
Total Capital Outlay Support Cost	\$7,500,000	\$15,100,000	\$15,700,000
<b>Total Project Cost (roundup)</b>	<b>\$40,700,000</b>	<b>\$69,800,000</b>	<b>\$72,500,000</b>
<b>DELTA INCREASE</b>	<b>\$6,425,000</b>	<b>\$35,525,000</b>	<b>\$38,225,000</b>

**SBCTA BUDGET = \$34,275,000**

Entity: San Bernardino County Transportation Authority

The existing structure at Slover Mountain, without modification, can accommodate one express lane in each direction. The current project in design, I-10 Corridor Freight and Express Lanes Project - Contract 2, ends just west of Slover Mountain and is implementing one express lane in each direction. Therefore, the only purpose of the Project is to provide capacity for a second express lane at some future time. Due to the cost increase of the Project, as well as only one express lane being implemented through Contract 2 and likely extending east in Contract 3, staff recommends terminating the design Contract No. 22-1002762, by issuing a 30-Day termination notice to stop work on the Project, per Section 6.1 of the contract, and defer the Project to a future phase, I-10 Corridor Freight and Express Lanes Project - Contract 3A or 3B.

Per Section 6.1 of the contract, the Executive Director, or his designee, has the right to issue the 30-day termination notice.

***Financial Impact:***

This item is inconsistent with the Fiscal Year 2023/2024 Budget for Task No. 0820 Freeway Projects, Sub-Task No. 0847 Slover Mtn UPRR Overhead, as we would not be progressing with planned expenditures. However, a budget amendment is not required.

***Reviewed By:***

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

***Responsible Staff:***

Juan Lizarde, Project Manager

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Approved  
Board of Directors Metro Valley Study Session  
Date: November 9, 2023

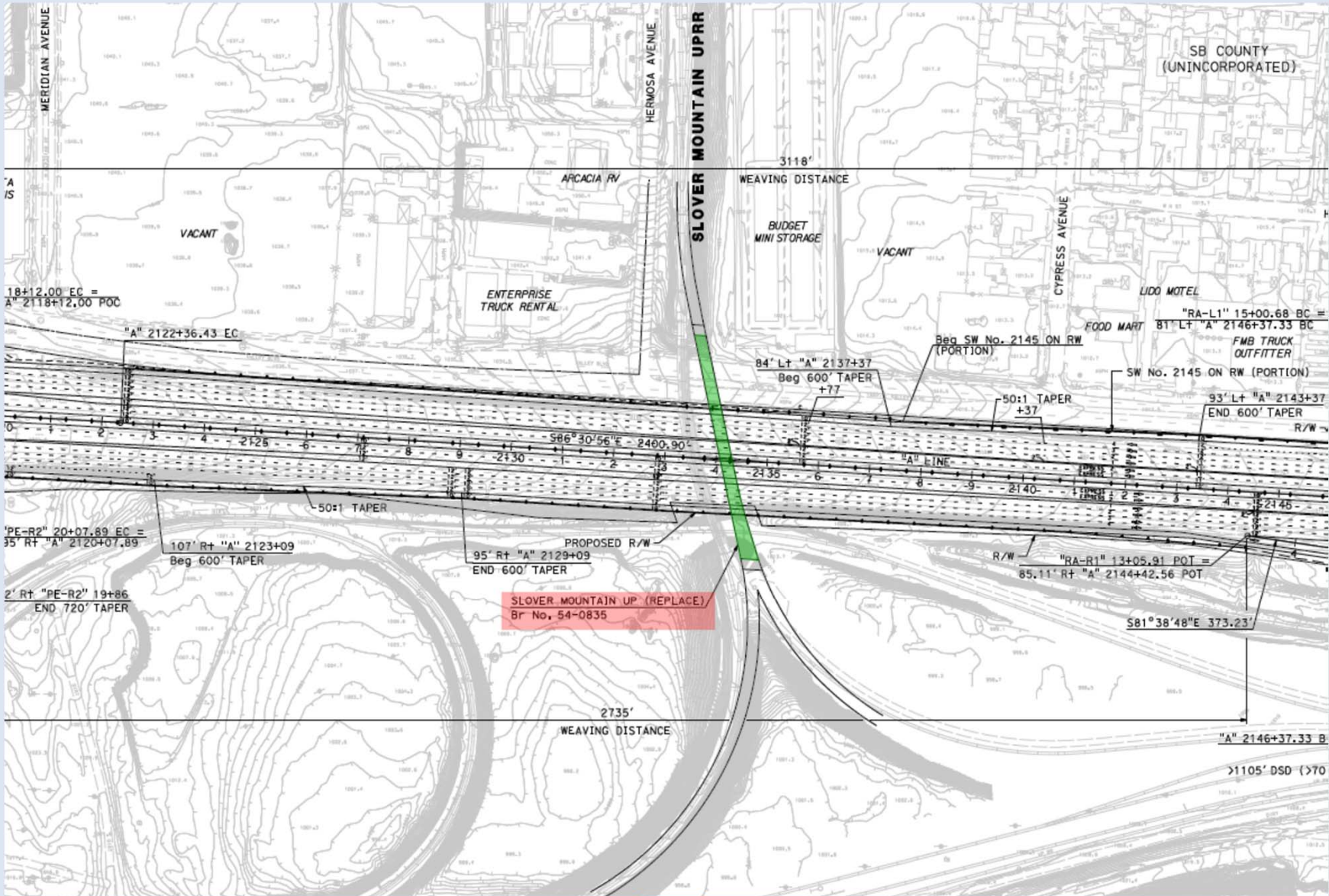
Witnessed By:

# I-10 Corridor Freight and Express Lane Project Advanced Structure – Slover Mountain Underpass Bridge No. 54-0835



Project Vicinity





Project Vicinity

## ***Minute Action***

### AGENDA ITEM: 6

***Date:*** November 9, 2023

***Subject:***

Interstate 10 Corridor Freight and Express Lanes Project - Contract 1 Construction Zone Enhanced Enforcement Program 2024

***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 execute Agreement No. 24-1003070 for Construction Zone Enhanced Enforcement Program services with the California Highway Patrol for the Interstate 10 Corridor Freight and Express Lanes Project – Contract 1 in an amount not-to-exceed \$3,000,000, with a contract term through December 31, 2028, subject to approval as to form by SBCTA General Counsel.

***Background:***

This is a new contract which will provide for California Highway Patrol (CHP) Construction Zone Enhanced Enforcement Program (COZEEP) services needs solely on the Interstate 10 (I-10) Corridor Freight and Express Lanes Project - Contract 1 (Project) for a period of five years.

On September 5, 2018, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved Agreement No. 18-1001972 for COZEEP services with the CHP for the Project. COZEEP service is required for full freeway closures and when two or more freeway lanes are closed according to the California Department of Transportation (Caltrans) Construction Manual. The agreement also enables SBCTA to utilize CHP officers and vehicles to patrol Project construction zones to reduce potential accidents and assist with traffic breaks as needed for construction activities. CHP presence typically reduces traffic speed throughout the construction zone, increasing overall corridor safety for the traveling public and construction workers.

Subsequently an amendment to Agreement No. 18-1001972 was approved by the Board on July 5, 2023. The amendment increased the total not-to-exceed amount by \$750,000 for an amount of \$3,250,000 through December 2023. As reported to the Board at the January 2023 meeting, the current Project substantial completion date reflects a delay from summer 2023 to April 2024. Staff expects the need for COZEEP services to complete the construction and landscape phases of the Project through December 2028.

Based on the requirements included in the Project Design-Build contract, SBCTA will be credited by the contractor for all COZEEP service costs required for the Project. Establishing this separate agreement with CHP will allow all parties to track costs separately from other CHP COZEEP services provided on other SBCTA projects.

Staff is recommending authorization for the Executive Director, or his designee, to execute Agreement No. 24-1003070 for COZEEP services with the CHP for the Project for a not-to-exceed amount of \$3,000,000, with a contract term from January 1, 2024 to December 31, 2028.

*Entity: San Bernardino County Transportation Authority*

Board of Directors Metro Valley Study Session Agenda Item

November 9, 2023

Page 2

***Financial Impact:***

This item is consistent with the Fiscal Year 2023/2024 Budget under Task No. 0820 Freeway Projects, Sub-Task No. 0823 I-10 Corridor Phase 1.

***Reviewed By:***

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

***Responsible Staff:***

Philip Chu, Chief of Toll Operations

Contract No.: 24-1003070 Amendment No.: \_\_\_\_\_

Contract Class: Payable Department: Toll Operations

Vendor No.: 00493 Vendor Name: California Highway Patrol

Description: I-10 Corridor Contract 1 CHP Construction Zone Enhanced Enforcement Program (COZEEP) 2024

List Any Related Contract Nos.: \_\_\_\_\_

Dollar Amount							
Original Contract		\$	3,000,000.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	3,000,000.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	3,000,000.00

Board of Directors	Date: 12/06/2023	Committee	Item #
Contract Management (Internal Purposes Only)			

Board of Directors	Date:	12/06/2023	Committee	Item #
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Other Contracts		Sole Source?	No	No Budget Adjustment	
Local	Services			Monthly	

[illegible]

Tim Byrne

Task Manager (Print Name)

Additional Notes:



STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

23R855001

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of California Highway Patrol

CONTRACTOR NAME

San Bernardino County Transportation Authority

2. The term of this Agreement is:

START DATE

01/01/2024

THROUGH END DATE

12/31/2028

3. The maximum amount of this Agreement is:

\$3,000,000.00 (Three Million Dollars and Zero Cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Page
Exhibit A	Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit C *	General Terms and Conditions (4/2017)	*
+ - Exhibit D	Special Terms and Conditions	1

*Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>***IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.****CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

San Bernardino County Transportation Authority

CONTRACTOR BUSINESS ADDRESS

1170 West 3rd Street, 2nd Floor

CITY

San Bernardino

STATE

CA

ZIP

9241

PRINTED NAME OF PERSON SIGNING

Raymond W. Wolfe

TITLE

Executive Director, SBCTA

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Department of California Highway Patrol

CONTRACTING AGENCY ADDRESS

601 N. 7th Street

CITY

Sacramento

STATE

CA

ZIP

9581

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

APPROVED AS TO FORM: \_\_\_\_\_

Juanda Daniel, SBCTA Assistant General Counsel

Packet Pg. 45

Attachment: 24-1003070 (23R855001) (9912 : I-10 Corridor Freight &amp; Express Lanes Project - Contract 1 COZEEL 2024)

CCC 04/2017

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
San Bernardino County Transportation Authority (SBCTA)		33-0478781
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
Raymond W. Wolfe, Executive Director		
<i>Date Executed</i>	<i>Executed in the County of</i>	
	San Bernardino	

**CONTRACTOR CERTIFICATION CLAUSES**

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
  - 1) the dangers of drug abuse in the workplace;
  - 2) the person's or organization's policy of maintaining a drug-free workplace;
  - 3) any available counseling, rehabilitation and employee assistance programs; and,
  - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
  - 1) receive a copy of the company's drug-free workplace policy statement; and,
  - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full-time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,



or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

## EXHIBIT A (Standard Agreement)

### SCOPE OF WORK

1. San Bernardino County Transportation Authority agrees to reimburse the Department of California Highway Patrol (CHP) for costs associated with traffic enforcement related services, provided by the CHP Rancho Cucamonga Area office . These Construction Zone Enhancement Enforcement Program (COZEEP) traffic control service shall be provided during the I-10 Corridor Contract 1 project and all other project within Rancho Cucamonga CHP Jurisdiction., provided by the CHP Rancho Cucamonga Area office to provide increased traffic patrol and enforcement related services.
2. Service Area: For construction of two Express Lanes in each direction from the Los Angeles/San Bernardino County line (Mills Avenue) to the I-10/I-15 Interchange and all other related work within Rancho Cucamonga CHP jurisdiction.
3. The services shall be provided during:

The hours of duty performed by CHP officer(s) under this Agreement are those mutually agreed upon by the Project Representatives listed below, or designees. Any changes to the proposed plan such as additional hours, dates, and sites for traffic control can be requested and/or on an "as needed" basis and must be mutually agreed upon by the local CHP command and San Bernardino County Transportation Authority.

4. The project representatives during the term of this agreement will be:

STATE AGENCY		CONTRACTEE	
Department of California Highway Patrol		San Bernardino County Transportation Authority	
NAME AND E-MAIL ADDRESS		NAME	
Sergeant Leon Lopez <a href="mailto:lelopez@chp.ca.gov">lelopez@chp.ca.gov</a>		Philip Chu, Chief of Toll Operations	
TELEPHONE NUMBER		TELEPHONE NUMBER	
(760) 241-1186		(909) 884-8276	
Direct all inquiries to:			
STATE AGENCY		CONTRACTEE	
Department of California Highway Patrol		San Bernardino County Transportation Authority	
SECTION/UNIT		E-MAIL ADDRESS	
Contract Services Unit		<a href="mailto:pchu@gosbcta.com">pchu@gosbcta.com</a>	
ATTENTION		ATTENTION	
Joshua Wickland, Contract Analyst		Philip Chu, Chief of Toll Operations	
ADDRESS		ADDRESS	
601 N. 7 <sup>th</sup> Street Sacramento, CA 95811		1170 W. 3 <sup>rd</sup> Street, 2 <sup>nd</sup> Floor San Bernardino, CA 92410	
TELEPHONE NUMBER	EMAIL	TELEPHONE NUMBER	
(916) 843-3612	<a href="mailto:Joshua.wickland@chp.ca.gov">Joshua.wickland@chp.ca.gov</a>	(909) 884-8276	

Attachment: 24-1003070 (23R855001) (9912 : I-10 Corridor Freight & Express Lanes Project - Contract 1 COZEEP 2024)

**EXHIBIT A  
(Standard Agreement)**

**SCOPE OF WORK** (Continued)

5. Detailed description of work to be performed:

- A. CHP Rancho Cucamonga Area office shall provide CHP officer(s) with vehicles and coordinate all traffic patrol and enforcement for San Bernardino County Transportation Authority. Should the CHP Rancho Cucamonga Area office be unable to fill the necessary staffing for each event, out-of-Area uniformed personnel will be used to make up for the shortage of CHP Officers.
- B. The traffic control services to be performed by CHP officer(s) under this Agreement, including the standards of performance, discipline and control thereof, shall be the responsibility of CHP.
- C. It is understood by the San Bernardino County Transportation Authority that billing of CHP officer(s) time shall be from portal to portal (CHP Area office to the service location and return to CHP Area office) except as specified in Item D.
- D. If the CHP officer(s) has reported to the assigned location and has worked less than four (4) hours, San Bernardino County Transportation Authority agrees to pay every assigned CHP officer(s) a minimum of four (4) hours overtime. Exception: This does not apply to those cases when the hours worked is part of an extended shift.

If the CHP officer(s) report(s) to the assigned service location and if for any reason CHP reassigns the officer(s) away from the service location, San Bernardino County Transportation Authority will be billed only for the officer(s) actual time incurred from the CHP Area office to the service location and for the time spent at the assigned service location covered under this Agreement.

E. Cancellation of Services:

San Bernardino County Transportation Authority shall not be charged for service cancellations made more than twenty-four (24) hours prior to the scheduled assignment.

1. San Bernardino County Transportation Authority agrees that if service cancellation is made within twenty-four (24) hours prior to the scheduled assignment and the assigned CHP officer(s) cannot be notified of such service cancellation, a minimum of four (4) hours overtime shall be charged for each assigned CHP officer.
2. San Bernardino County Transportation Authority agrees that if service cancellation is made within twenty-four (24) hours prior to the scheduled assignment and CHP officer(s) is notified of such service cancellation, San Bernardino County Transportation Authority shall only be charged a short notice service cancellation fee of \$50.00 per assigned CHP officer(s).
3. All service cancellation notices to CHP must be made during normal CHP business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding state holidays.
4. The CHP agrees to make reasonable efforts to notify the assigned CHP officer(s) of the service cancellation.



**EXHIBIT B**  
**(Standard Agreement)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Invoicing and Payment**

- A. The CHP shall provide San Bernardino County Transportation Authority with an itemized invoice which details all CHP costs for traffic control services under this Agreement.

Monthly itemized invoices will be submitted in duplicate to:

San Bernardino County Transportation Authority  
Attn: Philip Chu, Chief of Toll Road Operations  
1170 W, 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor  
San Bernardino, CA 92410

San Bernardino County agrees to pay CHP within thirty (30) days after the date of the invoice(s).

- B. In consideration for the traffic control services contained here, the San Bernardino County agrees to reimburse the CHP upon receipt of an itemized invoice, for both the actual hours worked by CHP officers (at the overtime rate described below), and at the time services are provided. The rates indicated in this Agreement are for *estimate* purposes only. It is understood by both parties that rate increases in salary and benefits are governed by collective bargaining agreements and/or statute and that no advance written notification is necessary prior to implementing the increased rates. In the event the CHP is granted a rate increase, the San Bernardino County shall pay the increased rate. The following information is the CHP's officer and sergeant overtime and mileage rates effective Fiscal Year 22/23, until superseded:

<u>CLASSIFICATION</u>	<u>OVERTIME RATE</u>
CHP Officer	\$ 113.58 per hour
CHP Sergeant	\$ 138.18 per hour
CHP Automobile	\$ 1.51 per mile



## EXHIBIT C

## General Terms and Conditions (GTC 04/2017)

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this Agreement.



13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
  - a. The Government Code Chapter on Antitrust claims contains the following definitions:
    - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
    - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
  - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
  - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
  - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
  - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
  - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)



**EXHIBIT D  
(Standard Agreement)**

**SPECIAL TERMS AND CONDITIONS**

1. The CHP and San Bernardino County Transportation Authority agree this Agreement may be canceled by either party with thirty (30) days advance written notice.
2. In the event of an emergency, this Agreement may be canceled by either party without prior notice.
3. The CHP and San Bernardino County Transportation Authority, agree that this Agreement may be amended by written mutual consent of the parties hereto.
4. Unforeseen events may require CHP officer(s) to expend hours in excess of the original estimate. Any costs in excess of the original estimated amount will be processed by appropriate amendment to the Agreement, to reflect the actual costs incurred.
5. Additional charges may be assessed for CHP supplies, additional equipment utilized, damage to property repaired or replaced at state expense, which are directly related to the services provided herein, but only to the extent such supplies or additional equipment are specifically requested in writing by San Bernardino County Transportation Authority or such need for repair or replacement of property arises directly from San Bernardino County Transportation Authority gross misconduct or willful negligence with respect to the property.
6. Gifts, donations, or gratuities may not be accepted by CHP employees in their own behalf or in behalf of the Department, informal squad club, or other local funds.
7. San Bernardino County Transportation Authority agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy and records and supporting documentation pertaining to the performance of this Agreement. San Bernardino County Transportation Authority agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. San Bernardino County Transportation Authority agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, San Bernardino County Transportation Authority agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et CCR Title 2, Section 1896).
8. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed within a reasonable period of time (ten days) by the parties normally responsible for the administration of this contract shall be brought to the attention of the Administrative Services Officer (or designated representative) of each organization for joint resolution.
9. The San Bernardino County Transportation Authority agrees to provide CHP with a resolution, motion, order or ordinance of the governing body, which authorizes execution of this Agreement, and indicates the individual who is authorized to sign the Agreement on behalf of San Bernardino County Transportation Authority.

## ***Minute Action***

### AGENDA ITEM: 7

***Date:*** November 9, 2023

***Subject:***

Amendment No. 2 to the Capital Project Needs Analysis Project List for Valley Major Street Program/Arterial Sub-Program for Fiscal Year 2023/2024

***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 Amended Project List for the Measure I Valley Major Street Program/Arterial Sub-Program for Fiscal Year 2023/2024, as referenced in Attachment A.

***Background:***

The City of Fontana has requested an amendment to their Capital Project Needs Analysis (CPNA) Project List for Fiscal Years 2023/2024 through 2027/2028, as they expect to request reimbursement in the current fiscal year for the Cherry Avenue Widening between Baseline Avenue and Highland Avenue, Walnut Avenue Widening between Interstate 15 and San Sevaine Road, Intersection Widening at Santa Avenue and Juniper Avenue, and Foothill Boulevard Widening from Citrus Avenue to Maple Avenue projects.

As background, per Measure I Policy No. 40006, the Valley jurisdictions must prepare, adopt, and annually submit to San Bernardino County Transportation Authority (SBCTA) by September 30th their CPNA, a list of projects for which they plan to request reimbursement of the public share in the next five years (Attachment A). Projects listed in the first two years and any unreimbursed expenditures from prior years are eligible for reimbursement in Fiscal Year (FY) 2023/2024. 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.

The Arterial Sub-Program current year funding allocations were presented to the SBCTA Board of Directors on April 5, 2023, as part of the FY 2023/2024 budget planning process. The original project list was approved on July 5, 2023, and later amended on September 6, 2023.

***Financial Impact:***

This item is consistent with the Fiscal Year 2023/2024 Budget.

***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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**CAPITAL PROJECT NEEDS ANALYSIS**  
**VALLEY ARTERIAL SUB-PROGRAM - FY2023/2024 to FY2027/2028**

Jurisdiction	Project	DEV LOAN?	5-YR Advance	Nexus Project Cost	Current Cost Estimate	MI Prior	MI FY 23/24	MI FY 24/25	MI FY 25/26	MI FY 26/27	MI FY 27/28	MI Future	MI Total
Chino	Widen Edison Ave from Central Ave to Euclid Ave from 4 to 6 lanes			8,546,000	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	27,948,000	54,973,000	0	12,028,292	12,028,291	0	0	863,744	0	24,920,327
						0	12,028,292	14,028,291	0	0	863,744	0	26,920,327
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
	Soqual 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
						0	0	2,789,884	253,834	0	0	0	3,043,718
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	627,240	785,486	291,087	0	0	0	0	1,703,813
	Widen Reche Cyn Rd from S. Crystal Ridge to Riverside County Line from 2 to 4 lanes			5,652,000	5,669,970	50,754	112,800	225,600	1,353,600	1,353,600	0	0	3,096,354
	Widen Mount Vernon Ave grade separation on the Alhambra Line			4,000,000	17,662,602	372,304	279,123	279,123	279,123	0	0	0	1,209,673
						1,050,298	1,177,409	795,810	1,632,723	1,353,600	0	0	6,009,840
Fontana	Widen Sierra Ave from Summit Av to I-15			10,759,000		99,139	0	0	0	0	0	0	99,139
	Widen from 2 to 6 lanes												
	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	15,122,464	10,777,403	1,018,500	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	11,329,298	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 Seavine 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
						21,351,804	1,018,500	0	0	0	0	0	22,370,304
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			2,031,000	15,599,600	83,204	1,605,663	391,018	6,820,517	0	0	0	8,900,402
						667,409	1,605,663	391,018	6,820,517	0	0	5,803,765	15,288,372
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
						236,552	624,000	907,077	205,500	0	0	0	1,973,129
Highland	SR-210 / Baseline Interchange - term loan; cash flow estimated by SBCTA	Yes		13,260,000	31,730,814	0	3,499,301	0	0	0	0	0	3,499,301
	Victoria Avenue Improvements Project	Yes		4,975,000	11,265,000	0	0	268,000	268,000	0	0	0	536,000
						0	3,499,301	268,000	268,000	0	0	0	4,035,301
Loma Linda	Intersection Improvements at Mound St and Anderson St			1,000,000		0	0	318,240	612,000	0	0	0	930,240
	Widen California St from Barton Rd to Redlands Blvd from 2 to 6 lanes			4,100,000		109,355	391,680	1,037,781	1,522,078	0	0	0	3,060,894
	Install traffic signal at Barton Rd & Benton St			235,632		0	0	146,432	0	0	0	0	146,432
						109,355	391,680	1,502,453	2,134,078	0	0	0	4,137,566
Montclair	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
						0	1,990,241	0	0	0	0	0	1,990,241

**CAPITAL PROJECT NEEDS ANALYSIS**  
**VALLEY ARTERIAL SUB-PROGRAM - FY2023/2024 to FY2027/2028**

Jurisdiction	Project	DEV LOAN?	5-YR Advance	Nexus Project Cost	Current Cost Estimate	MI Prior	MI FY 23/24	MI FY 24/25	MI FY 25/26	MI FY 26/27	MI FY 27/28	MI Future	MI Total
Ontario	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	2,400,000	251,601	295,375	729,750	0	0	0	0	1,276,726
	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	21,566,769	692,644	2,364,522	0	0	0	0	0	3,057,166
	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.			32,200,000	4,100,000	257,190	295,375	729,750	0	0	0	0	1,282,315
	Creek Bridge												
	Widen Holt Blvd from Benson Ave to Vineyard Ave from 4 to 6 lanes			48,817,215	5,130,636	2,653,019	199,616	0	0	0	0	0	2,852,634
	Widen Mountain Ave from Sixth Street to s/o Holt Blvd			7,467,000	5,130,636	2,653,019	199,616	0	0	0	0	0	2,852,634
						<b>8,142,444</b>	<b>3,580,128</b>	<b>1,459,500</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>13,182,071</b>
Rancho Cucamonga	Widen Wilson Ave from East Ave to Wardman/Bulloch 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
	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 Camelian 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
Redlands						<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>
	Construct a Traffic Signal at the Intersection of Ford St and I-10 WB			464,000	812,000	0	0	163,028	461,400	0	0	0	624,428
	Construct a Traffic Signal at the Intersection of Ford St and I-10			464,000	812,000	0	0	163,028	461,400	0	0	0	624,428
	Intersection Improvements at University and Colton			500,000	750,000	0	115,350	461,400	0	0	0	0	576,750
	Construct a Traffic Signal at the Intersection of Wabash Ave and Citrus Ave			464,000	750,000	0	0	0	0	576,750	0	0	576,750
	Construct a Traffic Signal at the Intersection of Dearborn St and Citrus Ave			464,000	750,000	0	0	0	576,750	0	0	0	576,750
	Widen San Bernardino Ave from Church St to Wabash Ave from 2 to 4 lanes			3,743,000	641,700	0	0	0	0	493,467	0	0	493,467
	Widening Pioneer Ave from Furlow Dr to Texas St from 2 to 4 lanes (to be added)			1,500,000	1,500,000	0	0	0	0	403,725	749,775	0	1,153,500
						<b>0</b>	<b>115,350</b>	<b>787,456</b>	<b>1,499,550</b>	<b>1,473,942</b>	<b>749,775</b>	<b>0</b>	<b>4,626,073</b>
Rialto	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

**CAPITAL PROJECT NEEDS ANALYSIS**  
**VALLEY ARTERIAL SUB-PROGRAM - FY2023/2024 to FY2027/2028**

Jurisdiction	Project	DEV LOAN?	5-YR Advance	Nexus Project Cost	Current Cost Estimate	MI Prior	MI FY 23/24	MI FY 24/25	MI FY 25/26	MI FY 26/27	MI FY 27/28	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 Av from Valley Bl to Foothill Bl from 3 to 4 lanes			1,775,733	481,229	284,406	0	0	0	0	0	0	284,406
	Widen Randall Ave from West City Limits 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		2,637,391	614,138	1,453,735	1,832,118	0	0	0	6,537,382
	Widen "H" St from Kendall Dr to 40th St from 2 to 4 lanes		Yes	2,145,000		1,025,980	797,680	2,704,000	0	0	0	0	4,527,660
	Widen State Street from 16th St to Baseline St from 0 to 4 lanes		Yes			6,038,062	0	0	0	0	0	0	6,038,062
	Widen 5th St from Sterling to Victoria from 2 to 6 lanes		Yes	967,000		0	0	0	0	0	0	0	0
	Widen 40th St from Acre Ln to Electric Ave from 2 to 4 lanes		Yes	5,421,000		1,795,675	716,560	3,380,000	0	0	0	0	5,892,235
						<b>11,497,108</b>	<b>2,128,378</b>	<b>7,537,735</b>	<b>1,832,118</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>22,995,339</b>
<b>San Bernardino Sphere</b>	Widen State Street from Highland Ave. to Cajon Blvd. from 2 to 4 lanes				4,000,000	3,845	361,584	1,071,448	1,639,123	0	0	0	3,076,000
						<b>3,845</b>	<b>361,584</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	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	1,637,000	1,109,000	0	0	0	0	0	0	1,109,000
	Widen Ave E from 14th St to Bryant St from 2 lanes to 4 lanes		Yes	23,532,000	9,603,000	3,799,000	1,529,000	909,000	0	0	0	0	6,237,000
	Widen Calimesa Bl from Oak Glen Rd to County Line Rd from 2 to 4 lanes		Yes	4,192,000	8,010,500	1,740,000	0	750,000	1,743,000	1,758,000	1,783,000	0	7,774,000
	Widen County Line Rd from I-10 to Calimesa Blvd from 2 to 4 lanes		Yes	610,000	8,646,000	5,305,000	200,000	70,000	0	0	0	0	5,575,000
	Widen Yucaipa Bl from I-10 to 15th St from 4 to 6 lanes		Yes	17,668,000	12,802,000	8,447,000	0	0	0	0	0	0	8,447,000
						<b>20,400,000</b>	<b>1,729,000</b>	<b>1,729,000</b>	<b>1,743,000</b>	<b>1,758,000</b>	<b>1,783,000</b>	<b>0</b>	<b>29,142,000</b>
<b>Total</b>						<b>\$ 95,137,494</b>	<b>\$ 30,249,526</b>	<b>\$ 33,267,672</b>	<b>\$ 18,028,443</b>	<b>\$ 4,585,542</b>	<b>\$ 3,396,519</b>	<b>\$ 6,716,985</b>	<b>\$ 191,382,180</b>

## Additional Information

**BOARD OF DIRECTORS METRO VALLEY STUDY SESSION ATTENDANCE - 2023**  
**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	X	X			X	X		
<b>Ray Marquez</b> City of Chino Hills	X	X	X		X	X		X	X			
<b>Frank Navarro</b> City of Colton	X			X	X			X	X	X		
<b>Aquanetta Warren</b> City of Fontana		X	X	X	X			X	X	X		
<b>Sylvia Robles</b> City of Grand Terrace	X	X	X	X		X			X			
<b>Larry McCallon</b> City of Highland	X	X	X	X				X	X			
<b>Rhodes ‘Dusty’ Rigsby</b> City of Loma Linda	X		X	X	*							
<b>John Dutrey</b> City of Montclair	X	X	X	X	X			X	X	X		
<b>Alan Wapner</b> City of Ontario		X	X	X		X		X	X	X		
<b>L. Dennis Michael</b> City of Rancho Cucamonga		X		X	X	X				X		
<b>Paul Barich</b> City of Redlands		X	X		X			X				
<b>Deborah Robertson</b> City of Rialto				X		X						
<b>Helen Tran</b> City of San Bernardino		X	X		X	X		X	X			
<b>Rudy Zuniga</b> City of Upland	X	X	X	X	X	X		*	*	*		
<b>Bobby Duncan</b> City of Yucaipa	X			X	X	X						
<b>Curt Hagman</b> Board of Supervisors	X	X	X	X	X	X		X	X	X		

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

Communication: Attendance (Additional Information)

# BOARD OF DIRECTORS METRO VALLEY STUDY SESSION ATTENDANCE – 2023

## VALLEY BOARD MEMBER ATTENDANCE (Cont.)

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
<b>Dawn Rowe</b> Board of Supervisors	X			X		X		X		X		
<b>Jesse Armendarez</b> Board of Supervisors	X				X			X	X			
<b>Joe Baca, Jr.</b> Board of Supervisors	X	X	X	X	X	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	X	X	X	X						
<b>Paul Courtney</b> City of Barstow												
<b>Rick Herrick</b> City of Big Bear Lake												
<b>Rebekah Swanson</b> City of Hesperia	X	X	*	X	X			X	X	*		
<b>Janet Jernigan</b> City of Needles					X							
<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	X	X		X	X	X		
<b>Paul Cook</b> Board of Supervisors	X	X	X	X	X	X		X	X			

X = member attended meeting. \* = alternate member attended meeting. Empty box = Did not attend meeting. Crossed out box = not a Board Member at the time.  
 MVSSatt23 Shaded box = No meeting

Communication: Attendance (Additional Information)

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
SRTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCIF	Trade Corridor Improvement Fund
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21 <sup>st</sup> Century
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TSM	Transportation Systems Management
TSSDRA	Transit System Safety, Security and Disaster Response Account
USFWS	United States Fish and Wildlife Service
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments





## 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