cog
Council of Governments

cta
County Transportation Authority

AGENDA
Board of Directors Meeting
July 2, 2025

*****Start Time: 9:59 a.m. (CLOSED SESSION)*****
1170 W. 3rd Street, San Bernardino, CA 92410, 2nd Fl. (The Super Chief)

Convene Regular Meeting immediately following Closed Session

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

Board of Directors

President
Rick Denison, Council Member
Town of Yucca Valley

Vice-President
Joe Baca, Jr., Supervisor
County of San Bernardino

Daniel Ramos, Mayor Pro Tem
City of Adelanto

Art Bishop, Council Member
Town of Apple Valley

Timothy Silva, Mayor
City of Barstow

Rick Herrick, Council Member
City of Big Bear Lake

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

Bill Hussey, Mayor
City of Grand Terrace

Josh Pullen, Council Member
City of Hesperia

Larry McCallon, Mayor Pro Tem
City of Highland

Ronald Dailey, Mayor Pro Tem
City of Loma Linda

John Dutrey, Mayor
City of Montclair

Janet Jernigan, Mayor
City of Needles

Alan Wapner, Mayor Pro Tem
City of Ontario

L. Dennis Michael, Mayor
City of Rancho Cucamonga

Mario Saucedo, Mayor
City of Redlands

Joe Baca, Mayor
City of Rialto

Helen Tran, Mayor
City of San Bernardino

Daniel Mintz, Sr., Mayor Pro Tem
City of Twentynine Palms

Rudy Zuniga, Mayor Pro Tem
City of Upland

Debra Jones, Council Member
City of Victorville

Judy Woolsey, Council Member
City of Yucaipa

Paul Cook, Supervisor
County of San Bernardino

Jesse Armendarez, Supervisor
County of San Bernardino

Dawn Rowe, Supervisor
County of San Bernardino

Curt Hagman, Supervisor
County of San Bernardino

Catalino Pining, Caltrans
Ex-Officio Member

Ray Wolfe, *Executive Director*

Julianna Tillquist, *General Counsel*

San Bernardino County Transportation Authority
San Bernardino Council of Governments

AGENDA

Board of Directors
July 2, 2025

*****9:59 a.m. (CLOSED SESSION)*****
1170 W. 3rd St., 2nd Fl. (The Super Chief)
San Bernardino, CA

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
(Threatened) Pursuant to Government Code Section 54956.9 (d) (2) – 1 case
SBCTA – Claim of D. Halsell
Based on existing facts and circumstances, there is significant exposure to litigation.

*****Convene Regular Meeting immediately following Closed Session*****
1170 W. 3rd Street, 1st Floor Lobby Board Room, San Bernardino

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.

Message from the Clerk: Pursuant to Government Code 54952.3, today the Board of Directors' will be acting in the capacity of both the San Bernardino County Transportation Authority (SBCTA) and the San Bernardino Council of Governments (SBCOG). Each Board Member will be entitled to receive a $100 stipend for doing business as the Authority and a $100 stipend for doing business as the SBCOG. Compensation rates are set pursuant to the California Public Utilities Code and the SBCOG Bylaws.

CALL TO ORDER

(Meeting Chaired by Rick Denison)

i. Pledge of Allegiance
ii. Attendance
iii. Announcements
Calendar of Events Pg. 19
iv. Agenda Notices/Modifications

Public Comment

Opportunity for members of the public to speak on any subject within the Board's jurisdiction.

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. 20

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

This item is prepared monthly for review by Board 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. April 2025 Procurement Report Pg. 23

Receive the April 2025 Procurement Report.
Presenter: Alicia Bullock

This item was received by the General Policy Committee on June 11, 2025.

3. Board Presidential Appointments Pg. 30

A. Note the presidential appointments made to the Measure I 3.0 Ad Hoc Committee with a term through December 31, 2026: Mayor Pro Tem Daniel Ramos, City of Adelanto; Council Member Art Bishop, Town of Apple Valley; Council Member Rick Herrick, City of Big Bear Lake; Council Member Ray Marquez, City of Chino Hills; Mayor Bill Hussey, City of Grand Terrace; Mayor John Dutrey, City of Montclair; Mayor Pro Tem Alan Wapner, City of Ontario; Mayor L. Dennis Michael, City of Rancho Cucamonga; Mayor Mario Saucedo, City of Redlands; Mayor Helen Tran, City of San Bernardino; Supervisor Dawn Rowe and Supervisor Curt Hagman.

B. Note the presidential appointment of Supervisor Jesse Armendarez to serve on the Legislative Policy Committee for the remainder of the two-year legislative session, with a term ending December 31, 2026.
Presenter: Marleana Roman

This item is informational only. Per SBCTA Policy No. 10001, all Presidential appointments shall be announced at the Board of Directors meeting immediately following the appointments for the purpose of advising the Board of Directors of the status of committee membership and representation.

4. Transit and Rail Programs Contract Change Orders to On-Going Contracts Pg. 32

Receive and file Change Order Report.
Presenter: Victor Lopez

This item was received by the Transit Committee on June 12, 2025.

5. Project Delivery Contract Change Orders to On-Going Contracts Pg. 34

Receive and file Change Order Report.
Presenter: Kristi Lynn Harris

This item was received by the Board of Directors Metro Valley Study Session on June 12, 2025.

CONSENT CALENDAR

The Consent Calendar will be acted upon as a single motion. Items listed on the Consent Calendar are expected to be routine and non-controversial. These items have been discussed at Policy Committee meetings and made available for public review as noted in the agenda. No public comment will be allowed on the Consent Calendar, unless the item was not previously reviewed at a policy committee. Items on the Consent Calendar may be removed for discussion by Board Member Request. Items pulled from the consent calendar will be brought up immediately following the vote on the Consent Calendar.

Consent - Administrative Matters

6. **Resolution No. 25-074 Authorizing Placement of Assessments on the Tax Roll and Agreement for Collection of Special Taxes Related to the Property Assessed Clean Energy Program** Pg. 39

That the Board, acting as the San Bernardino Council of Governments:

A. Approve Resolution No. 25-074, authorizing the placement of assessments related to the Property Assessed Clean Energy Program on the tax roll for Fiscal Year 2025/2026.

B. Approve Agreement No. 25-1003326 with the San Bernardino County Auditor-Controller/Treasurer/Tax Collector, authorizing the Collection of Special Taxes, Fees, and Assessments.

Presenter: Lisa Lazzar

This item was reviewed and unanimously recommended for approval by the General Policy Committee on June 11, 2025. SBCOG General Counsel has reviewed this item, the draft resolution, and the draft agreement.

7. **Purchase and Sale Agreement No. 25-1003325 for Property Assessed Clean Energy Assessment Receivables with FNA California, LLC** Pg. 47

That the Board, acting as the San Bernardino Council of Governments:

A. Approve Purchase and Sale Agreement No. 25-1003325 with FNA California, LLC, to grant their first right of refusal and to allow them to advance funds to cover the Property Assessed Clean Energy Assessment delinquencies for the 2018-2019 through 2024-2025 tax years, and authorize the Executive Director, or his designee, with the approval of General Counsel or her designee as to legal form, to finalize the terms of the agreement, including the final amount and the delinquent properties to be included, and to execute the final agreement.

B. Defer the judicial foreclosure proceedings for the delinquent properties.

Presenter: Lisa Lazzar

This item was reviewed and unanimously recommended for approval by the General Policy Committee on June 11, 2025. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft agreement.

8. **Revise Policy No. 10102 - Conflict of Interest Code** Pg. 80

That the Board, acting as the San Bernardino County Transportation Authority (SBCTA) and the San Bernardino Council of Governments:

A. Adopt revisions to Policy No. 10102, Conflict of Interest Code, to include post-service participation restrictions, as reflected in the attachment to this agenda item.

B. Adopt revisions to Appendix A to Policy No. 10102, Conflict of Interest Code, to update designated positions and disclosure categories, as reflected in the attachment to this agenda item.

C. Direct the SBCTA Clerk of the Board to submit the adopted Policy No. 10102 and Appendix A to the San Bernardino County Board of Supervisors for approval.
Presenter: Marleana Roman

This item was reviewed and unanimously recommended for approval by the General Policy Committee on June 11, 2025. SBCTA General Counsel has reviewed this item and the proposed policy revisions.

9. Fiscal Year 2024/2025 Budget Action Plan - Fourth Quarter Report Pg. 91

Receive the Fiscal Year 2024/2025 Budget Action Plan – Fourth Quarter Report.
Presenter: Raymond Wolfe

This item was received by the General Policy Committee on June 11, 2025.

Consent - Air Quality/Traveler Services

10. Award Contract No. 25-1003218 for Freeway Service Patrol Services - Beat No. 11/29 Pg. 104

That the Board, acting as the San Bernardino County Transportation Authority:

A. Award Contract No. 25-1003218 to Royal Coaches Auto Body and Towing, Inc., for Freeway Service Patrol (FSP) services along Beat No. 11/29 from April 1, 2026, through March 31, 2031, for a not-to-exceed amount of $2,569,215, to be funded with State FSP Funds.

B. Approve a contract contingency for a not-to-exceed amount of $743,350 for Contract No. 25-1003218 for Construction FSP services and authorize the Executive Director, or their designee, to release contingency as necessary.
Presenter: Rana Semaan

This item was reviewed and unanimously recommended for approval by the General Policy Committee on June 11, 2025. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft contract.

Consent - Project Delivery

11. Amendment No. 1 to Contract No. 20-1002377 for On-Call Environmental Services Pg. 155

That the Board, acting as the San Bernardino County Transportation Authority:

Approve Amendment No. 1 to Contract No. 20-1002377 with Vandermost Consulting Services, Inc., for On-Call Environmental Services, to extend the contract term by one year, through October 31, 2026.
Presenter: Tracy Escobedo

This item was reviewed and recommended for approval (20-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on June 12, 2025. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft amendment.

12. **Interstate 10 Corridor Freight and Express Lanes Project - Contract 2A: Release Invitation for Bids No. 25-1003269** Pg. 160

That the Board, acting as the San Bernardino County Transportation Authority (SBCTA):

Authorize the Executive Director, or their designee, to release Invitation for Bids No. 25-1003269 for the construction of the Interstate 10 Corridor Freight and Express Lanes Project – Contract 2A, subject to final approval of the Plans, Specifications and Estimates package, Right-of-Way Certification, allocation of funds by the California Transportation Commission, and issuance of the federal authorization to proceed with construction, and approval as to form by SBCTA General Counsel, or her designee.
Presenter: Heng Chow

This item was reviewed and recommended for approval (19-1-0; Opposed: Hussy) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on June 12, 2025. SBCTA General Counsel and Procurement Manager have reviewed this item.

13. **Interstate 15 Cajon Pass Northbound Corridor Freight Project – Contract No. 25 1003243 for PID and PA/ED and Cooperative Agreement No. 25-1003299 with California Department of Transportation** Pg. 162

That the Board, acting as the San Bernardino County Transportation Authority:

A. Award Contract No. 25-1003243 to HDR Engineering, Inc., in a not-to-exceed amount of $4,240,589.70, for Project Initiation Document (PID) and Project Approval & Environmental Document Services for the Interstate 15 Cajon Pass Northbound Corridor Freight Project (Project), for a three-year term, through June 30, 2028.

B. Approve a contingency budget of $424,058.97 for Contract No. 25-1003243, which would be released by the Department Director as necessary in compliance with SBCTA Contracting and Procurement Policy No. 11000.

C. Authorize the Executive Director, or their designee, to execute Cooperative Agreement No. 25-1003299 with the California Department of Transportation (Caltrans), in substantially the form presented and upon approval as to final form by General Counsel, for Caltrans' oversight services of the PID phase for the Project for an amount not-to-exceed $150,000.00.
Presenter: Sal Chavez

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on June 20, 2025. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft agreements.

14. **US 395 Phase 2 Widening Project Authorization to Release Invitation for Bids No. 25-1003266** Pg. 253

That the Board, acting as the San Bernardino County Transportation Authority (SBCTA):

Authorize the Executive Director, or their designee, to release Invitation for Bids No. 25-1003266 for the construction of the US 395 Phase 2 Widening Project, subject to approval as to form by SBCTA General Counsel; ~~or her designee, subject to final approval of the Plans, Specifications, and Estimates package by the California Department of Transportation;~~ and issuance of the federal authorization to proceed with construction.
Presenter: David Tan

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on June 20, 2025. SBCTA General Counsel and Procurement Manager have reviewed this item.

Consent - Regional/Subregional Planning

15. **Update on Cajon Pass Emergency Bypass Strategy** Pg. 255

Receive an update on the Cajon Pass Emergency Bypass Strategy.
Presenter: Steve Smith

This item was received by the Board of Directors Metro Valley Study Session on June 12, 2025 and the Mountain/Desert Policy Committee on June 20, 2025.

16. **Mobile Source Air Pollution Reduction Review Committee Clean Transportation Funding – Fiscal Year 2024/2025 Project Nomination List Submittal** Pg. 273

That Board, acting as the San Bernardino County Transportation Authority (SBCTA):

Approve submittal of the following priority project nomination list for Fiscal Year 2024/2025 Mobile Source Air Pollution Reduction Review Committee Clean Transportation Funding:

1. $3,000,000 to the Highland/Redlands Regional Connector Project.
2. $1,000,000 to support free fare transit service for San Bernardino County operators during the 2028 Olympic and Paralympic Games.
3. **$725,000** ~~**$750,000**~~ to Regional Rideshare Integration and Enhancement Project

Presenter: Dulce Spencer

This item was reviewed and unanimously recommended for approval by the General Policy Committee on June 11, 2025. The amount in Recommendation 3 was corrected to be consistent with the item Background after approval by the General Policy Committee.

17. **Mountain/Desert Smart Corridors Update and Funding Allocation** Pg. 288

That the Board, acting as the San Bernardino County Transportation Authority:

A. Receive an update on Smart Corridor projects in the Mountain/Desert Subareas.

B. Allocate $499,600 in Measure I Victor Valley Subarea Project Development and Traffic Management Systems funds to conduct the planning and project development phase of the Bear Valley Road Smart Corridor. **Presenter: Ryan Graham**

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on June 20, 2025.

Consent - Transit

18. **Fiscal Year 2025/2026 Transit Operator Allocations** Pg. 291

That the Board, acting as the San Bernardino County Transportation Authority:

A. Approve the Fiscal Year 2025/2026 Transit Operator Funding Allocations to the City of Needles, Morongo Basin Transit Authority, Mountain Area Regional Transit Authority, Omnitrans, and Victor Valley Transit Authority.

B. Approve revisions to the transit agencies' Short Range Transit Plan revenue assumptions to reflect the final allocation amounts.

C. Approve the revised Congestion Mitigation and Air Quality Allocation Plan through Fiscal Year 2034/2035.

D. Authorize the Executive Director, or his designee, to release Local Transportation Fund reserves to transit operators immediately, if needed, to help with unforeseen cashflow issues resulting from delay by the Federal Transit Administration and the California Department of Transportation. **Presenter: Nancy Strickert**
This item was reviewed and unanimously recommended for approval by the Transit Committee on June 12, 2025.

19. Fiscal Year 2025/2026 State of Good Repair Program Allocations Pg. 300

That the Board, acting as the San Bernardino County Transportation Authority (SBCTA):

A. Allocate $5,064,183 of State of Good Repair Program – Population Share and Operator Share funding to the following projects:

i. Engine Overhauls – Morongo Basin Transit Authority - $50,000
ii. Shop Equipment – Morongo Basin Transit Authority - $20,000
iii. Service Vehicles – Morongo Basin Transit Authority - $81,547
iv. Maintenance Equipment and Major Vehicle Components – Mountain Area Regional Transit Authority - $103,607
v. Preventative Maintenance – City of Needles - $9,996
vi. Preventative Maintenance – Omnitrans - $415,076
vii. Enterprise Resource Planning Software – Omnitrans $3,072,580
viii. Service Vehicles – Victor Valley Transit Authority (VVTA) - $150,000
ix. Hesperia Transfer Hub – VVTA - $500,000
x. Regional Bus Replacements – VVTA – $336,991
xi. Metrolink Rehabilitation Program – Southern California Regional Rail Authority-$324,386

B. Adopt Resolution No. 25-075, authorizing the Executive Director, or their designee, to submit project nominations to the California Department of Transportation for Fiscal Year 2025/2026 State of Good Repair Program funds for the projects listed above.
Presenter: Nancy Strickert

This item was reviewed and unanimously recommended for approval by the Transit Committee on June 12, 2025.

20. Metrolink San Bernardino Line Frequency Pg. 310

Receive an update on Metrolink frequency on the San Bernardino Line.
Presenter: Nicole Soto

This item was received by the Transit Committee on June 12, 2025.

21. Amendment No. 1 to Contract No. 23-1002920 for On-Call Railroad Maintenance of Way Services Pg. 312

That the Board, acting as the San Bernardino County Transportation Authority (SBCTA):

A. Approve Amendment No. 1 to Contract No. 23-1002920 with Joshua Grading & Excavating, Inc., for On-Call Railroad Maintenance of Way Services, to allow reimbursement of equipment rental rates above the published California Department of Transportation Labor Surcharge and Equipment Rental Rate and equipment transportation costs incurred on behalf of SBCTA in the course of performing emergency work, and to increase the contract by $215,000, from $5,500,000 to a new not-to-exceed amount of $5,715,000, to be funded with Local Transportation Funds - Rail for cost incurred performing emergency work and statutory compliance.

B. Authorize the reimbursement of emergency costs incurred on February 14-15, 2025, under Amendment No. 1 of Contract No. 23-1002920, upon approval and execution of the amendment.
Presenter: Ryan Aschenbrenner

This item was reviewed and unanimously recommended for approval by the Transit Committee on June 12, 2025. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft amendment.

22. Surplus and Sale of a Portion of Fontana Station to the City of Fontana Pg. 318

That the Board, acting as the San Bernardino County Transportation Authority:

A. Adopt Resolution No. 25-063, finding and declaring property described in Exhibit A of said resolution to be exempt surplus property.

B. Delegate authority to the Executive Director, or their designee, to approve and execute a Purchase and Sale Agreement with the City of Fontana, upon approval as to form by SBCTA General Counsel, or her designee, for the purchase of the exempt surplus property at fair market value as determined by an appraisal. **Presenter: Ryan Aschenbrenner**

This item was reviewed and unanimously recommended for approval by the Transit Committee on June 12, 2025. SBCTA General Counsel has reviewed this item and the draft resolution.

23. Amendment No. 6 to Contract No. 18-1001870 with Parsons Transportation Group, Inc., for the West Valley Connector Project Pg. 325

That the Board, acting as the San Bernardino County Transportation Authority:

A. Approve Amendment No. 6 to Contract No. 18-1001870 with Parsons Transportation Group, Inc., for the West Valley Connector Project to increase the contract amount by $261,947, for a total not-to-exceed amount of $17,714,799.11, for design services during construction and related project management support through project completion, to be funded with Measure I Valley Express Bus/Bus Rapid Transit funds.

B. Approve an increase to the contingency in the amount of $450,000 for a not-to-exceed amount of $576,700 for Contract No. 18-1001870 and authorize the Executive Director, or their designee, to release contingency as necessary for the project.
Presenter: Joy Buenaflor

This item was reviewed and unanimously recommended for approval by the Transit Committee on June 12, 2025. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft amendment.

24. West Valley Connector - Program Budget Update and Contract Amendments Pg. 334

That the Board, acting as the San Bernardino County Transportation Authority (SBCTA):

A. Approve an increase of $33,600,122 to the total budget authorized for the West Valley Connector Project to be funded with Measure I Valley Express Bus/Rapid Transit Program funds, for a new not-to-exceed budget of $353,934,817.

B. Approve an increase of $9,000,000 to the right-of-way acquisition budget authority to fund remaining right-of-way capital acquisitions for the West Valley Connector Project, in accordance with SBCTA policies, including but not limited to relocation assistance, demolition of existing structures, and goodwill, for a new not-to-exceed amount of $73,000,000 to be funded with Measure I Valley Express Bus/Rapid Transit Program funds.

C. Approve Amendment No. 4 to Contract No. 19-1002002 with Richards, Watson & Gershon, A Professional Corporation, increasing the contract amount by $2,165,000 for a new not-to-exceed amount of $16,665,000 and extending the contract termination date to December 31, 2027.

D. Authorize the Executive Director, or their designee, to execute Contract Task Orders greater than $500,000 for the Transit and Rail On-Call Right-of-Way Legal Services contracts as required for West Valley Connector Project acquisitions, for a combined not-to-exceed amount of $16,665,000.

E. Approve Amendment No. 4 to Contract No. 18-1001924 with Epic Land Solutions, Inc., for On-Call Right-of-Way Services, to support current and future Transit and Rail projects and programs, increasing the contract amount in accordance with Recommendation I.

F. Approve Amendment No. 4 to Contract No. 19-1002007 with Bender Rosenthal, Inc., for On-Call Right-of-Way Services, to support current and future Transit and Rail projects and programs, for an amount described in Recommendation I.

G. Approve Amendment No. 4 to Contract No. 19-1002008 with Overland, Pacific & Cutler, LLC for On-Call Right-of-Way Services, to support current and future Transit and Rail projects and programs, for an amount described in Recommendation I.

H. Approve Amendment No. 4 to Contract No. 19-1002009 with Paragon Partners Consultants, Inc., for On-Call Right-of-Way Services, to support current and future Transit and Rail projects and programs, for an amount described in Recommendation I.

I. Approve a total not-to-exceed amount of $1,500,000 for Epic Land Solutions, Inc. (No. 18-1001924), Bender Rosenthal, Inc. (No. 19-1002007), Overland, Pacific & Cutler, LLC (No. 19-1002008), and Paragon Partners Consultants, Inc. (No. 19-1002009), increasing the total contract authority to be shared among these contracts from $9,500,000 to $11,000,000, to ensure the completion of ongoing right-of-way services including, but not limited to, demolition efforts, building modification efforts, and project closeout. This increase is to be funded with Measure I Valley Express Bus/Rapid Transit Program funds.

J. Authorize the Executive Director, or their designee, to execute Contract Task Orders greater than $500,000, to the Transit and Rail On-Call Right-of-Way Services consulting firms, as required for West Valley Connector Project acquisitions, for a combined not-to-exceed amount of $11,000,000, previously authorized by the SBCTA Board of Directors for Contract Nos. 18-1001924, 19-1002007, 19-1002008, and 19-1002009.
Presenter: Joy Buenaflor

This item was reviewed and unanimously recommended for approval by the Transit Committee on June 12, 2025. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft amendments.

25. Ontario International Airport Connector Project Update Pg. 355

Receive and file an update on the Ontario International Airport Connector Project.
Presenter: Victor Lopez

This item was received by the Transit Committee on June 12, 2025.

Consent - Council of Governments

26. Federal Compliance Update Pg. 359

That the Board, acting as the San Bernardino Council of Governments (SBCOG):

A. Receive a report on discussions with the SBCOG Ad Hoc Committee regarding recent Federal mandates.

B. Direct staff to update program and document information to avoid conflict with recent Federal mandates.
Presenter: Monique Reza-Arellano

This item was reviewed and unanimously recommended for approval by the General Policy Committee on June 11, 2025. SBCTA General Counsel has reviewed this item.

27. Smart County Master Plan Update Pg. 361

Receive a status update on the Smart County Master Plan and the path forward for initiating implementation.
Presenter: Monique Reza-Arellano

This item was reviewed by the City/County Manager's Technical Advisory Committee on June 5, 2025 and the General Policy Committee on June 11, 2025.

Consent - Transportation Programming and Fund Administration

28. San Bernardino County Transportation Authority Federal Fiscal Year 2026/2027 and 2027/2028 Congestion Mitigation and Air Quality and Surface Transportation Block Grant Program Project Nomination List Pg. 363

That the Board, acting as the San Bernardino County Transportation Authority:

Approve the Federal Fiscal Year (FY) 2026/2027 and FY 2027/2028 Congestion Mitigation and Air Quality and Surface Transportation Block Grant Program Project Nomination List for the Southern California Association of Governments Call for Projects.
Presenter: Jamie Carone

This item was reviewed and unanimously recommended for approval by the General Policy Committee on June 11, 2025.

29. Capital Project Needs Analysis Submittals and Funding Allocations for the Measure I Valley Major Street Program/Arterial Sub-Program for Fiscal Year 2025/2026 Pg. 369

That the Board, acting as the San Bernardino County Transportation Authority:

Approve the Project List for the Measure I Valley Major Street Program/Arterial Sub-program allocations for Fiscal Year 2025/2026. **Presenter: Marc Lucius**

This item was reviewed and recommended for approval (19-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on June 12, 2025.

30. Measure I 2025 Population Estimates Pg. 375

That the Board, acting as the San Bernardino County Transportation Authority:

Adopt the 2025 Population Estimates in Attachment B for use in the allocation of Measure I Local Street Projects Program and Transportation Development Act funds, and in the apportionment of shares of certain State and Federal funds.
Presenter: Marc Lucius

This item was reviewed and unanimously recommended for approval by the General Policy Committee on June 11, 2025.

31. Senate Bill 125 Transit Funding Pg. 385

That the Board, acting as the San Bernardino County Transportation Authority (SBCTA):

A. Approve the apportionment of Fiscal Year 2024/2025 Senate Bill 125 Transit Funding to the Valley and the Mountain/Desert area operators as shown in Table 1.

B. Authorize the Executive Director, or his designee, to submit the Revised Allocation Package to the California State Transportation Agency on behalf of SBCTA subsequent to approvals of allocations by the SBCTA Board of Directors.
Presenter: Brianna Martinez

This item was reviewed and unanimously recommended for approval by the Transit Committee on June 12, 2025.

Consent - Legislative/Public Outreach

32. State Legislative Update Pg. 388

Receive and file the June 2025 State Legislative Update relating to the following:

- Transportation; and
- Council of Governments.

Presenter: Otis Greer

This item was received by the Legislative Policy Committee on June 11, 2025.

33. Federal Legislative Update Pg. 443

Receive and file the June 2025 Federal Legislative Update relating to the following:

- Transportation; and
- Council of Governments.

Presenter: Otis Greer

This item was received by the Legislative Policy Committee on June 11, 2025.

34. Report of Bill Position Pg. 445

Receive and file report of action taken by the Legislative Policy Committee on June 11, 2025.
Presenter: Otis Greer

This item was reviewed and unanimously approved by the Legislative Policy Committee on June 11, 2025. SBCTA General Counsel has reviewed this item.

35. Measure I - Toolkit Pg. 449

Receive information regarding the Measure I Toolkit.
Presenter: Otis Greer

This item was received by the City/County Managers' Technical Advisory Committee on June 5, 2025, the Board of Directors Metro Valley Study Session on June 12, 2025 and the Mountain/Desert Policy Committee on June 20, 2025.

36. Metro Gold Line Foothill Extension Construction Authority Board Pg. 451

That the Board, acting as the San Bernardino County Transportation Authority (SBCTA):

Authorize SBCTA to pursue legislation to add two voting members to the Metro Gold Line Foothill Extension Construction Authority Board of Directors, one to be appointed by the City of Montclair and one to be appointed by SBCTA.
Presenter: Otis Greer

This item was reviewed and unanimously recommended for approval by the Legislative Policy Committee on June 11, 2025.

Consent Calendar Items Pulled for Discussion

Items removed from the Consent Calendar shall be taken under this item in the order they were presented on the agenda.

DISCUSSION ITEMS

Discussion - Administrative Matters

37. **Presentation of Resolutions and Proclamations** Pg. 477

Receive presentations, resolutions, and proclamations from multiple agencies recognizing Executive Director Raymond W. Wolfe upon his retirement.
Presenter: Rick Denison

This item acknowledges a special presentation and has not received prior policy committee or technical advisory committee review.

Discussion - Express Lanes

38. **Interstate 15 Corridor Freight and Express Lanes Project - Contract 1 Riverside County Toll System Modifications Sole Source Contract and Amendment No. 1 to Coop Agreement** Pg. 478

That the Board, acting as the San Bernardino County Transportation Authority (SBCTA):

A. Authorize the Executive Director, or their designee, to finalize and execute **Sole Source** Contract No. 23-1002943 with Kapsch TrafficCom USA, Inc. for the Interstate 15 (I-15) Corridor Freight and Express Lanes Project - Contract 1 Riverside County Toll System Modifications in an amount not to exceed $3,030,690.42, to be funded with Measure I Valley Freeway Program funds previously allocated to the Project, upon approval as to form by SBCTA General Counsel.

B. Approve allowances and contingencies in the amount of $272,400 and authorize the Executive Director, or their designee, to release as necessary for the I-15 Corridor Freight and Express Lanes Project - Contract 1 Riverside County Toll System Modifications.

C. Authorize the Executive Director, or their designee, to finalize and execute Amendment No. 1 to Cooperative Agreement No. 22-1002721 Interstate 15 Corridor Freight and Express Lanes Project - Contract 1 between SBCTA and Riverside County Transportation Commission, upon approval as to form by SBCTA General Counsel.
Presenter: Philip Chu

This item has not received prior policy committee or technical advisory committee review. This item is presented directly to the Board without prior committee review to minimize impacts to the overall schedule of the I-15 Corridor Freight and Express Lanes Project construction. SBCTA General Counsel and Procurement Manager have reviewed this item, the draft agreement, and the draft amendment.

Discussion - Transit

39. **Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with DesertXpress Enterprises, LLC** Pg. 586

That the Board, acting as the San Bernardino County Transportation Authority (SBCTA):

Authorize the Executive Director, or their designee, to negotiate, finalize, and execute Amendment No. 5 to Agreement No. 23-1002894, Disposition and Development Agreement with DesertXpress Enterprises, LLC and the City of Rancho Cucamonga, upon approval as to form by SBCTA General Counsel.
Presenter: Ryan Aschenbrenner

This item has not received prior policy committee or technical advisory committee review. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft amendment. This item is being brought straight to July Board in order to accommodate BLW's request for a late July / early August close of escrow.

40. **Gold Line to Montclair Project Update** Pg. 699

That the Board, acting as the San Bernardino County Transportation Authority (SBCTA):

A. Receive an update on the Gold Line to Montclair Project.

B. ~~Consider reallocating $37,199,643 of SBCTA funds currently allocated to the Gold Line to Montclair Project to other SBCTA-funded operations and project needs and discontinuing a fund reserve for future operations.~~ **Approve the SBCTA Board President to appoint two members of the Transit Committee to participate in a joint ad hoc committee with two members of the Metro Gold Line Foothill Extension Construction Authority Board and return to the Transit Committee in August to consider reallocating $37,199,643 of SBCTA funds to other SBCTA-funded operations and project needs.**
Presenter: Victor Lopez

This item was reviewed and recommended for approval (7-3-0; Opposed: Navarro, Hussey, McCallon) by the Transit Committee on June 12, 2025.

Discussion - Council of Governments

41. **San Bernardino Council of Governments Programs and Projects Update** Pg. 726

Receive a report and update on the programs and projects under the San Bernardino Council of Governments functions.
Presenter: Monique Reza-Arellano

This item has not received prior policy committee or technical advisory committee review. It is brought directly to the Board of Directors due to the nature of the content being of universal interest to all member agencies.

Comments from Board Members

Brief Comments from Board Members

Executive Director's Comments

Brief Comments from the Executive Director

ADJOURNMENT

Additional Information

Attendance Pg. 741
Acronym List Pg. 743

Agency Reports

Mobile Source Air Pollution Reduction Review Committee Reports Pg. 745

Committee Membership

Representatives on SCAG Committees Pg. 750
Appointments to External Agencies Pg. 751
Committee Membership Pg. 753

Mission Statement

Mission Statement Pg. 759

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. A designated area is reserved with a microphone that is ADA accessible for public speaking. A designated section is available for wheelchairs in the west side of the boardroom gallery. 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 and the office is located at 1170 W. 3rd Street, 2nd Floor, San Bernardino, CA.

Service animals are permitted on SBCTA's premises. The ADA defines service animals as dogs or miniature horses that are individually trained to do work or perform tasks for people with disabilities. Under the ADA, service animals must be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work, or the individual's disability prevents using these devices. In that case, the individual must maintain control of the animal through voice, signal, or other effective controls.

Accesibilidad y asistencia en otros idiomas - Las personas con discapacidad pueden acceder a la sala de reuniones. Se reserva una zona designada con un micrófono accesible que cumple con los requisitos de la ADA para hablar en público. Una sección designada está disponible para sillas de ruedas en el lado oeste de la galería de la sala de reuniones. Si se necesitan dispositivos de ayuda auditiva, otras ayudas auxiliares o servicios de asistencia en otros idiomas para participar en la reunión pública, las solicitudes deben presentarse al Secretario de la Junta al menos tres (3) días hábiles antes de la fecha de la reunión de la Junta. Puede comunicarse con el Secretario llamando al (909) 884-8276 o enviando un correo electrónico a clerkoftheboard@gosbcta.com. La oficina se encuentra en 1170 W. 3rd Street, 2nd Floor, San Bernardino, CA.

Los animales de servicio están permitidos en las instalaciones de SBCTA. La ADA define a los animales de servicio como perros o caballos miniatura que son entrenados individualmente para hacer trabajo o realizar tareas para personas con discapacidades. Según la ADA, los animales de servicio deben tener un arnés o ser atados, a menos que estos dispositivos interfieran con el trabajo del animal de servicio, o que la discapacidad de la persona impida el uso de estos dispositivos. En ese caso, la persona debe mantener el control del animal a través de su voz, señales u otros controles efectivos.

Agendas – All agendas are posted at 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. 3rd Street, 1st Floor, San Bernardino at least 72 hours in advance of the meeting.

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

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

Public Testimony on an Item – Members of the public are afforded an opportunity to speak on any listed item, except Board agenda items that were previously considered at a Policy Committee meeting where there was an opportunity for public comment. Individuals in attendance at SBCTA who desire to speak on an item may complete and turn in a "Request to Speak" form, specifying each item an individual wishes to speak on. Individuals may also indicate their desire to speak on an agenda item when the President asks for public comment. When recognized by the President, speakers should be prepared to step forward and announce their name for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The President or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations. Any individual who wishes to share written information with the Board may provide 35 copies to the Clerk of the Board for distribution. If providing written information for distribution to the Board, such information must be emailed to the Clerk of the Board, at clerkoftheboard@gosbcta.com, no later than 2:00 pm the day before the meeting in order to allow sufficient time to distribute the information. Written information received after the 2:00 pm deadline will not be distributed. 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



Important Dates to Remember…

July 2025

SBCTA Meetings – DARK

SBCTA Meetings – Scheduled:			
General Policy Committee			Next Meeting: Aug 13 9:00 am
Legislative Policy Committee			Next Meeting: Aug 13 9:30 am
Transit Committee			Next Meeting: Aug 14 9:00 am
Metro Valley Study Session			Next Meeting: Aug 14 9:30 am
Mountain/Desert Committee			Next Meeting: Aug 15 9:30 am

DARK

Other Meetings/Events:			
None			

SBCTA Offices will be CLOSED:

- **July 4th, Fourth of July**

For additional information, please call SBCTA at (909) 884-8276

Minute Action

AGENDA ITEM: 1

Date: July 2, 2025

Subject:
Information Relative to Possible Conflict of Interest

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

Background:
In accordance with California Government Code 84308, members of the Board may not participate in any action concerning a contract where they have received a campaign contribution of more than $500 in the prior twelve months from an entity or individual, except for the initial award of a competitively bid public works contract. This agenda contains recommendations for action relative to the following contractors:

Item No.	Contract No.	Principals & Agents	Subcontractors
7	25-1003325	FNA California, LLC *John Eisinger, CEO*	None
10	25-1003218	Royal Coaches Auto Body and Towing, Inc. *William Salazar*	None
11	20-1002377-01	Vandermost Consulting Services, Inc. *Julie Beeman*	A/E Tech, LLC Atlas Technical Consultants Clark & Green Associates Group Delta Consultants, Inc. iLanco Environmental, LLC Natures Image Urbana Preservation & Planning
13	25-1003243	HDR Engineering, Inc. *Anna Lantin*	ICF Jones & Stokes, Inc. Fehr & Peers, Inc. Earth Mechanics, Inc. Procura360 Group, LLC Psomas Bargas Environmental Consulting, LLC
21	23-1002920-01	Joshua Grading & Excavating Inc. *Muriel Craft*	None

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

Item No.	Contract No.	Principals & Agents	Subcontractors
23	18-1001870-06	Parsons Transportation Group, Inc *Chris A. Johnson*	Arellano Associates Butsko Cambridge Systematics David Evan and associates Elwood & Associates Earth Mechanics Group Delta Gruen Associates HR&A IEG Iteris Paleo Solutions MIG Overland, Pacific and Cutler Psomas Terry Hayes and Associates Wreco
24	19-1002002-04	Richards, Watson & Gershon, A Professional Corporation *Craig A. Steele* CEO *Kayser O Sume* Partner	None
	18-1001924-04	Epic Land Solutions, Inc. *Karen Starr*	Colliers International David Evans & Associates Psomas Santolucito Dore Group Donna Desmond Associates Desmond, Marcello & Amster Partner Engineering and Science, Inc. J&G Industries
	19-1002007-04	Bender Rosenthal, Inc. *David Wraa*	Nv5-Butsko Utility Design Commonwealth Land Title Company David Evans & Associates Donna Desmond Associates Hendrickson Appraisal Company Rincon Consultants Santolucito Dore Group Hjelmstrom and Associates

Item No.	Contract No.	Principals & Agents	Subcontractors
24 (cont.)	19-1002008-04	Overland, Pacific & Cutler, LLC *Brian Everett*	Santolucito Dore Group Hennessey & Hennessey LLC Integra Realty Resource R.P. Laurain & Associates Desmond, Marcello & Amster, LLC Donna Desmond Associates Hodges Lacey & Associates Coast Surveying, Inc Psomas Commonwealth Land Company Interior Demolition Inc. Converse Consultants JM Diaz, Inc. JMD
	19-1002009-04	Paragon Partners Consultants, Inc. *Neilia LaValle*	BRI Appraisal Commonwealth Land Title Company Del Richardson & Associates, Inc.
38	23-1002943	Kapsch TrafficCom USA, Inc. *JB Kendrick, President*	None
39	23-1002894-05	DesertXpress Enterprises, LLC (dba Brightline West) *Sarah Watterson*	Clark Construction McCarthy Building Atkinson

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

Reviewed By:
This item is prepared monthly for review by Board and Committee members.

Responsible Staff:

Approved
Board of Directors
Date: July 2, 2025

Witnessed By:

Minute Action

AGENDA ITEM: 2

Date: July 2, 2025

Subject:
April 2025 Procurement Report

Recommendation:
Receive the April 2025 Procurement Report.

Background:
The Board of Directors adopted the Contracting and Procurement Policy (Policy No. 11000) on January 3, 1997, and approved the last revision on April 2, 2025. The Board of Directors authorized the Executive Director, or his designee, to approve: a) contracts and purchase orders up to $100,000; b) Contract Task Orders (CTO) up to $500,000 and for CTOs originally $500,000 or more, increasing the CTO amount up to $250,000; c) amendments with a zero dollar value; d) amendments to exercise the option term if the option term was approved by the Board of Directors in the original contract; e) amendments that cumulatively do-not-exceed 50% of the original contract or purchase order value or $100,000, whichever is less; f) amendments that do-not-exceed contingency amounts authorized by the Board of Directors; and g) release Request for Proposals (RFP), Request for Qualifications (RFQ), and Invitation for Bids (IFB) for proposed contracts from which funding has been approved and the solicitation has been listed in the Annual Budget, and are estimated not-to-exceed $1,000,000.

The Board of Directors further authorized General Counsel to award and execute legal services contracts up to $100,000 with outside counsel as needed, and authorized Department Directors to approve and execute Contingency Amendments that do-not-exceed contingency amounts authorized by the Board of Directors.

Lastly, the Board of Directors authorized CityCom Real Estate Services, Inc., (CityCom) to issue contracts and purchase orders.

Below is a summary of the actions taken by SBCTA authorized staff:

- Two new contracts were executed.
- One contract amendment was executed.
- One CTO was executed.
- Four CTO amendments were executed.
- No contingency amendments were executed.
- Three purchase orders were executed.
- One purchase order amendment was executed.
- No IFBs/RFPs were released.

Below is a summary of the actions taken by CityCom:

- No new contracts were executed.
- Three new purchase orders were executed.

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

A list of all Contracts and Purchase Orders that were executed by the Executive Director, Department Director, and/or General Counsel during the month of April 2025 are presented herein as Attachment A, all RFPs and IFBs are presented in Attachment B, and all of CityCom's contracts and purchase orders are presented in Attachment C.

Financial Impact:
This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026.
Presentation of the monthly procurement report demonstrates compliance with the Contracting and Procurement Policy.

Reviewed By:
This item was received by the General Policy Committee on June 11, 2025.

Responsible Staff:
Alicia Bullock, Procurement Manager

Approved
Board of Directors
Date: July 2, 2025

Witnessed By:

Attachment A - 1
April 2025 Contract/Amendment/CTO Actions

Type	Contract Number	Amendment/CTO	Vendor Name	Contract Description	Original Amount	Prior Amendments	Current Amendment	Total Amount	Total On-Call Contract Amount*
Contract	25-1003290		Staples Contract & Commercial, LLC.	Local Agency Contract Exchange Participating Agreement for Office Supplies.	$ 70,000.00	$ -	$ -	$ 70,000.00	N/A
Contract	25-1003280		City of Needles	Memorandum of Understanding for Early Acceptance in anticipation of San Bernardino Regional Housing Trust Joint Powers Authority establishment.	$ 50,000.00	$ -	$ -	$ 50,000.00	N/A
Contract Amendment	20-1002384	4	California Advisors, LLC.	Assignment and assumption to Seaside Advocacy, LLC for State Advocacy Services.	$ 154,000.00	$ 436,000.00	$ -	$ 590,000.00	N/A
CTO	25-1003259	1	Overland, Pacific and Cutler a Transystems Company	To provide Right-of-Way Services for the Interstate 10 Corridor Contract 2 Project.	$ 148,194.03	$ -		$ -	$8,000,000.00 (available $7,851,805.97)
CTO Amendment	23-1002832	6.1	Gafcon, Inc.	On-Call Labor Compliance for I-10 Express Lanes Operations and Maintenance with Transcore.	$ 70,000.00	$ -	$ 15,351.84	$ 85,354.84	$500,000.00 (available $16,758.16)
CTO Amendment	23-1002995	8.1	Costin Public Outreach Group	On-going Public Outreach Support for Construction of I-10 Cedar Avenue Interchange.	$ 55,060.00	$ -	$ 135,120.00	$ 190,180.00	$5,000,000.00 (available $2,077,320.00)
CTO Amendment	22-1002705	2.1	Kleinfelder Construction Services, Inc.	Plant Establishment and Closeout Activities for I-215 University Parkway Interchange.	$ 2,180,479.83	$ -	$ -	$ 2,180,479.83	$5,000,000.00 (available $1,957,590.57)
CTO Amendment	24-1003130	17.1	MNS Engineers, Inc.	Update the Scope of Work (SOW) to reflect adjustments to the project location and SOW being performed by SBCTA's Consultant on behalf of the City of Ontario for REAP 2.0 Affordable Housing and Complete Streets Improvements.	$ 737,000.00	$ -	$ -	$ 737,000.00	$23,281,950.00 (available $9,007,862.74)

*Total amount authorized for the associated on-call services bench which is typically shared with multiple vendors and controlled via contract task orders (CTO).

Attachment: April 2025 Procurement Report - PDF (11727 : April 2025 Procurement Report)

Attachment A - 2
April 2025 Contingency Released Actions

Contract No. & Contingency No.	Reason for Contingency Amendment (Include a Description of the Contingency Amendment)	Vendor Name	Original Contract Amount	Prior Amendments	Prior Contingencies	Current Contingencies	Amended Contract Amount
None							

Attachment: April 2025 Procurement Report - PDF (11727 : April 2025 Procurement Report)

Attachment A - 3
April 2025 Purchase Order and Purchase Order Amendment Actions

Type	PO No.	PO Posting Date	Vendor Name	Description of Services	Original Purchase Order Amount	Prior Amendments	Current Amendment	Total Purchase Order Amount
New PO	4002599	2/27/2025	INTELLI-TECH	Annual renewal for the Virtual Machine Infrastructure (VMWare).	$ 36,480.00	$ -	$ -	$ 36,480.00
New PO	4002607	4/21/2025	CDW Government LLC.	Cisco Duo Annual Renewal for the Two-Factor Authentication service.	$ 4,043.25	$ -	$ -	$ 4,043.25
New PO	4002608	4/24/2025	Vertical Cell Tower	Disposal of Call Box Components in 2 Storage Units.	$ 4,740.00	$ -	$ -	$ 4,740.00
PO Amendment	4002268	5/26/2025	Neogov	Neogov Software Annual Renewal. Platform used for various Human Resource purposes.	$ 14,493.24	$ 83,269.85	$ 78,044.97	$ 175,808.06

Attachment: April 2025 Procurement Report - PDF (11727 : April 2025 Procurement Report)

Attachment B
April 2025 RFP's, RFQ's and IFB's

Release Date	RFP/RFQ/IFB No.	Anticipated Dollar Amount	Anticipated Award Date	Description of Overall Program and Program Budget
None				

Attachment: April 2025 Procurement Report - PDF (11727 : April 2025 Procurement Report)

Attachment C
April 2025 CityCom's Issued Purchase Orders/Contracts

PO/Contract No.	Vendor Name	Description of Services	Total Amount
PO SBCTA51501	Schindler Elevator Corporation	Annual lobby elevator, state testing and permit.	$ 2,975.36
PO SBCTA51502	Schindler Elevator Corporation	Second-floor wheelchair lift, testing and repairs.	$ 3,267.79
PO SBCTA51503	Weatherite Corp.	Replace two new motors for HVAC, part of Capital Improvement Project.	$ 3,820.00

Attachment: April 2025 Procurement Report - PDF (11727 : April 2025 Procurement Report)

Minute Action

AGENDA ITEM: 3

Date: July 2, 2025

Subject:
Board Presidential Appointments

Recommendation:

A. Note the presidential appointments made to the Measure I 3.0 Ad Hoc Committee with a term through December 31, 2026: Mayor Pro Tem Daniel Ramos, City of Adelanto; Council Member Art Bishop, Town of Apple Valley; Council Member Rick Herrick, City of Big Bear Lake; Council Member Ray Marquez, City of Chino Hills; Mayor Bill Hussey, City of Grand Terrace; Mayor John Dutrey, City of Montclair; Mayor Pro Tem Alan Wapner, City of Ontario; Mayor L. Dennis Michael, City of Rancho Cucamonga; Mayor Mario Saucedo, City of Redlands; Mayor Helen Tran, City of San Bernardino; Supervisor Dawn Rowe and Supervisor Curt Hagman.

B. Note the presidential appointment of Supervisor Jesse Armendarez to serve on the Legislative Policy Committee for the remainder of the two-year legislative session, with a term ending December 31, 2026.

Background:

Recommendation A is to apprise the Board of the presidential appointments to the Measure I 3.0 Ad Hoc Committee. On May 7, 2025, the Board approved the establishment of an Ad Hoc Committee of the SBCTA Board to review information and provide staff direction in developing a new Measure, with a term ending on December 31, 2026. The following presidential appointments have been made to the Measure I 3.0 Ad Hoc Committee: Mayor Pro Tem Daniel Ramos, City of Adelanto; Council Member Art Bishop, Town of Apple Valley; Council Member Rick Herrick, City of Big Bear Lake; Council Member Ray Marquez, City of Chino Hills; Mayor Bill Hussey, City of Grand Terrace; Mayor John Dutrey, City of Montclair; Mayor Pro Tem Alan Wapner, City of Ontario; Mayor L. Dennis Michael, City of Rancho Cucamonga; Mayor Mario Saucedo, City of Redlands; Mayor Helen Tran, City of San Bernardino; Supervisor Dawn Rowe and Supervisor Curt Hagman.

Recommendation B is to apprise the Board of the presidential appointment of Supervisor Jesse Armendarez to serve on the Legislative Policy Committee for the remaining duration of the State and Federal two-year legislative session. Supervisor Paul Cook was the former appointee but requested to be removed and recommended Supervisor Armendarez to serve in his place. According to Policy No. 10002, the Committee shall be composed of the President, Vice-President, Immediate Past President and four Board Members appointed by the President: one East Valley member, one West Valley member, one Mountain/Desert member and one County member. Members of this Committee shall serve for the duration of the State and Federal two-year legislative session in which they were appointed, with terms expiring December 31 of even-numbered years. Per Policy No. 10050, no stipend shall be paid for attendance at Legislative Policy Committee meetings.

Financial Impact:
This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026.

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

Reviewed By:
This item is informational only. Per SBCTA Policy No. 10001, all Presidential appointments shall be announced at the Board of Directors meeting immediately following the appointments for the purpose of advising the Board of Directors of the status of committee membership and representation.

Responsible Staff:
Marleana Roman, Clerk of the Board

Approved
Board of Directors
Date: July 2, 2025

Witnessed By:

Minute Action

AGENDA ITEM: 4

Date: July 2, 2025

Subject:
Transit and Rail Programs Contract Change Orders to On-Going Contracts

Recommendation:
Receive and file Change Order Report.

Background:
The San Bernardino County Transportation Authority (SBCTA) Department of Transit and Rail Programs has two ongoing construction contracts, one procurement of major equipment contract, and one vehicle procurement contract, of which one had four Construction Change Orders (CCO) approved since the last reporting to the Transit Committee on May 15, 2025. The CCOs are listed below:

A. Contract No. 23-1002891 with Griffith Company for the West Valley Connector Project Mainline Construction:

1) CCO 26: Stage 3 Demolition Limits Survey. ($10,492.93)

2) CCO 27: Storm Drain Removal Stage 2D. ($86,709.28)

3) CCO 32: Removal of Luminaries Credit. (-$12,668.15)

4) CCO 39: Water Services Repair. ($2,022.43)

B. Contract No. 23-1002922 with Metro Builders & Engineers Group, Ltd. for the Arrow Maintenance Facility (AMF) Hydrogen Fuel Upgrade Project: AMF Retrofit Construction: There are no newly executed CCOs since the last report.

C. Contract No. 23-1002961 with Proterra Builders, Inc. for the AMF Hydrogen Fuel Upgrade Project: Procurement of Major Equipment: There are no newly executed CCOs since the last report.

D. Contract No. 20-1002310 with Stadler US, Inc. for Zero Emission Multiple Unit Rail Vehicle Procurement: There are no newly executed CCOs since the last report.

Financial Impact:
This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026.

Reviewed By:
This item was received by the Transit Committee on June 12, 2025.

Responsible Staff:
Victor Lopez, Director of Transit & Rail Programs

Approved
Board of Directors
Date: July 2, 2025

Witnessed By:

Entity: San Bernardino County Transportation Authority

Transit and Rail Programs Contracts
Executed Change Orders

Number	Description	Amount
West Valley Connector Mainline Construction, Griffith Company (23-1002891)		
	Description	Amount
26	Stage 3 Demolition Limits Survey	$10,492.9
27	Storm Drain Removal Stage 2D	$86,709.2
32	Removal of Luminaries Credit	($12,668.1
39	Water Services Repair	$2,022.4
	CCO Total	$166,174.1
	Approved Contingency	$11,995,991.0
	Remaining Contingency	$11,829,816.8
ZEMU - Arrow Maintenance Facility (AMF) Construction Upgrade Project, Metro Builders & Engineers Group, Ltd. (23-1002922)		
	Description	Amount
	CCO Total	($13,521.4
	Approved Contingency	$962,657.1
	Remaining Contingency	$976,178.5
ZEMU - Arrow Maintenance Facility (AMF) Procurement Upgrade Project, Proterra Builders, Inc. (23-1002961)		
	Description	Amount
	CCO Total	$22,964.9
	Approved Contingency	$56,280.2
	Remaining Contingency	$33,315.2
ZEMU - Vehicle Procurement Stadler (20-1002310)		
	Description	Amount
	CCO Total	$2,592,169.1
	Approved Contingency	$3,487,482.1
	Remaining Contingency	$895,313.0

Attachment: Contract Change Order 11197 May 2025 (11723 : Transit and Rail Programs Contract Change Orders to On-Going Contracts)

Minute Action

AGENDA ITEM: 5

Date: July 2, 2025

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 sixteen 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 May 15, 2025. The CCOs are listed below:

A. Contract No. 19-1002078 with Guy F. Atkinson Construction, LLC, for the State Route (SR) 210 Lane Addition, Base Line Interchange and Pavement Rehabilitation Project: There are no newly executed CCOs since last report.

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

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

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

1) CCO 157: Toll pad repair work due to vandalism. ($16,262)

E. Contract No. 23-1002869 with SEMA Construction, Inc., for the I-10 Eastbound Truck Climbing Lane: There are no newly executed CCOs since last report.

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

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

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

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

J. Contract No. 23-1002919 with Griffith Company, for the Metrolink Active Transportation Program Phase II Project: There are no newly executed CCOs since last report.

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

1) CCO 32: Electrical staging revisions. ($71,693.26)

2) CCO 51.1: On-ramp profile and drainage revisions. ($29,300)

3) CCO 61: Residential Street improvements. ($55,000)

4) CCO 64: Modify drainage system and extend Midwest guard rail system. ($18,234)

L. Contract No. 24-1003027 with CT&T Concrete Paving, Inc., for the SR 210 Waterman Avenue Interchange Project:

1) CCO 6: Fiber optic relocation. ($96,889.10)

2) CCO 10: Additional shoring at retaining wall. ($10,696.84)

M. Contract No. 23-1002955 with SEMA Construction, Inc., for the I-215 University Parkway Interchange Project: There are no newly executed CCOs since last report.

N. Contract No. 23-1003032 with Skanska-Coffman a Joint Venture, for the I-15 Corridor Freight and Express Lanes Project – Contract 1:

1) CCO 12: Removal of buried man-made object. ($150,000)

O. Contract No. 24-1003059 with Mariposa Landscapes, Inc., for the I-10 Alabama Street Establish Existing Planting Project: There are no newly executed CCOs since last report.

P. Contract No. 22-1002780 with Skanska USA Civil West California District, Inc., for the North 1st Avenue Bridge Over BNSF Project: There are no newly executed CCOs since last report.

Financial Impact:
This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026, as all CCOs are within previously approved contingency amounts under: Task No. 0830 Interchange Projects and Task No. 0820 Freeway Projects, Sub-Task No. 0823 I-10 Corridor, Contract 1, Sub-Task No. 0831 I-15 Express Lanes, Sub-Task No. 0897 I-10 Cedar, and Sub-Task No. 0815 SR-210 Waterman Avenue.

Reviewed By:
This item was received by the Board of Directors Metro Valley Study Session on June 12, 2025.

Responsible Staff:
Kristi Lynn Harris, Director of Project Delivery

Project Delivery Contracts
Executed Change Orders

Number	Description	Amount
SR 210 Lane Addition, Base Line Interchange and Pavement Rehabilitation (19-1002078)		
Number	Description	Amount
	CCO Total	$24,789,630.30
	Approved Contingency	$34,927,790.07
	Remaining Contingency	$10,138,159.77
SR 60 Central Avenue Interchange (19-1002196)		
Number	Description	Amount
	CCO Total	$1,716,074.61
	Approved Contingency	$2,912,039.00
	Remaining Contingency	$1,195,964.39
I-215 Segments 1, 2 & 3 Establish Existing Planting (19-1002026)		
Number	Description	Amount
	CCO Total	$144,643.40
	Approved Contingency	$1,451,300.00
	Remaining Contingency	$1,306,656.60
I-10 Corridor Contract 1 (17-1001599)		
Number	Description	Amount
157	Toll pad repair work due to vandalism.	$16,262.00
	CCO Total	$17,099,959.61
	Approved Contingency	$51,369,000.00
	Remaining Contingency	$34,269,040.39
I-10 Eastbound Truck Climbing Lane (23-1002869)		
Number	Description	Amount
	CCO Total	$1,032,722.17
	Approved Contingency	$3,731,253.00
	Remaining Contingency	$2,698,530.83

Attachment: MVSS CCO Log Project Delivery Projects (11731 : Project Delivery Contract Change Orders to On-Going Contracts)

Project Delivery Contracts
Executed Change Orders

Number	Description	Amount
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	$17,281,292.33
	Approved Contingency	$29,230,000.00
	Remaining Contingency	$11,948,707.67
I-10 University Street Interchange Improvements (20-1002290)		
Number	Description	Amount
	CCO Total	$1,211,725.45
	Approved Contingency	$1,500,590.00
	Remaining Contingency	$288,864.55
I-10 Alabama Street Interchange Improvements (21-1002620)		
Number	Description	Amount
	CCO Total	$727,529.33
	Approved Contingency	$1,338,886.33
	Remaining Contingency	$611,357.00
Metrolink Active Transportation Program Phase II Project (23-1002919)		
Number	Description	Amount
	CCO Total	$92,436.90
	Approved Contingency	$900,661.70
	Remaining Contingency	$808,224.80

Attachment: MVSS CCO Log Project Delivery Projects (11731 : Project Delivery Contract Change Orders to On-Going Contracts)

Project Delivery Contracts
Executed Change Orders

Number	Description	Amount
I-10 Cedar Avenue Improvement (22-1002784)		
Number	Description	Amount
32	Electrical staging revisions.	$71,693.26
51.1	On-ramp profile and drainage revisions.	$29,300.00
61	Residential Street improvements.	$55,000.00
64	Modify drainage system and extend Midwest guard rail system.	$18,234.00
	CCO Total	($270,274.30)
	Approved Contingency	$8,098,400.00
	Remaining Contingency	$8,368,674.30
SR 210 Waterman Interchange Improvement Project (24-1003027)		
Number	Description	Amount
6	Fiber optic relocation.	$ 96,889.10
10	Additional shoring at retaining wall.	$ 10,696.84
	CCO Total	$ 140,066.61
	Approved Contingency	$778,576.63
	Remaining Contingency	$638,510.02
I-215 University Parkway Interchange (23-1002955)		
Number	Description	Amount
	CCO Total	$152,194.00
	Approved Contingency	$1,129,988.00
	Remaining Contingency	$977,794.00
I-15 Corridor Freight and Express Lanes Project - Contract 1 (23-1003032)		
Number	Description	Amount
12	Removal of buried man-made object.	$150,000.00
	CCO Total	$700,000.00
	Approved Contingency	$42,785,330.00
	Remaining Contingency	$42,085,330.00
I-10 Alabama Street Establish Existing Planting Project (24-1003059)		
Number	Description	Amount
	CCO Total	$20,000.00
	Approved Contingency	$119,797.20
	Remaining Contingency	$99,797.20
North 1st Avenue Bridge Over BNSF (22-1002780)		
Number	Description	Amount
	CCO Total	$1,546,647.90
	Approved Contingency	$3,561,922.00
	Remaining Contingency	$2,015,274.10

Attachment: MVSS CCO Log Project Delivery Projects (11731 : Project Delivery Contract Change Orders to On-Going Contracts)

Minute Action

AGENDA ITEM: 6

Date: July 2, 2025

Subject:
Resolution No. 25-074 Authorizing Placement of Assessments on the Tax Roll and Agreement for Collection of Special Taxes Related to the Property Assessed Clean Energy Program

Recommendation:
That the Board, acting as the San Bernardino Council of Governments:

A. Approve Resolution No. 25-074, authorizing the placement of assessments related to the Property Assessed Clean Energy Program on the tax roll for Fiscal Year 2025/2026.

B. Approve Agreement No. 25-1003326 with the San Bernardino County Auditor-Controller/Treasurer/Tax Collector, authorizing the Collection of Special Taxes, Fees, and Assessments.

Background:
On March 6, 2013, the San Bernardino Associated Governments (SANBAG) (now known as San Bernardino Council of Governments or SBCOG) Board of Directors held a public hearing and then adopted Resolution No. 13-044, creating the Home Energy Renovation Opportunity (HERO) Program, a Property Assessed Clean Energy (PACE) Program, that allowed a jurisdiction and an interested property owner to enter into a contractual agreement to finance the installation of eligible renewable energy, energy efficiency, or water efficiency improvements that are permanently affixed to the property. SANBAG loaned the property owner the funds for the improvements. The amount of the loan plus a fixed interest amount is repaid through an assessment on the property tax bill for the property. SANBAG obtained the funds to loan by selling bonds to private investors, secured by the property tax assessments paid by the property owners.

The HERO Program, administered by SBCOG, ended on June 30, 2017. However, during the four (4) years of the program, more than 15,000 assessments were created, and SBCOG has a continuing obligation to bondholders to see that those existing assessments are collected.

The table below summarizes the outstanding assessments.

As of May 16, 2025				
Settlement Year	Original Assessments	Prepaid	Matured	Active
2013	477	345	44	88
2014	5,043	3,849	393	801
2015	5,097	3,824	322	951
2016	4,962	3,717	251	994
2017	2,318	1,690	67	561
Total	17,897	13,425	1,077	3,395

Resolution No. 25-074 requests the San Bernardino County Auditor-Controller/Treasurer/Tax Collector to enter the special assessments on the tax roll consistent with the obligations agreed to by the property owners that participated in the HERO Program and with SBCOG's obligations to the trustee and bondholders. The complete list of properties to be included on the tax roll is on file with the Clerk of the Board and available for review.

Additionally, the San Bernardino County Auditor-Controller/Treasurer/Tax Collector requests that each agency sign their Agreement for Collection of Special Taxes, Fees, and Assessments each year. This agreement is required by San Bernardino County (County) and covers the expectations and responsibilities of the agency requesting the collection of the assessment or special tax and the County in the collection of that assessment or special tax.

Financial Impact:
This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026.

Reviewed By:
This item was reviewed and unanimously recommended for approval by the General Policy Committee on June 11, 2025. SBCOG General Counsel has reviewed this item, the draft resolution, and the draft agreement.

Responsible Staff:
Lisa Lazzar, Chief Financial Officer

Attachment: SANBAG - 2025-26 Levy Resolution-c1 (11699 : Resolution 25-074 Authorizing Placement of Assessments on the Tax Roll Related

RESOLUTION NO. 25 - 074

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN BERNARDINO COUNCIL OF GOVERNMENTS (FORMERLY KNOWN AS SAN BERNARDINO ASSOCIATED GOVERNMENTS) MAKING CERTAIN REPRESENTATIONS AND AUTHORIZING THE PLACEMENT OF ASSESSMENTS ON THE TAX ROLL IN SAN BERNARDINO COUNTY

WHEREAS, pursuant to Chapter 29 of Part 3 of Division 7 of the Streets and Highways Code of the State of California ("Chapter 29"), the Joint Exercise of Powers Agreement of the San Bernardino Associated Governments ("SANBAG"), originally made and entered into October 17, 1975, as further amended to date, and each separate Memorandum of Understanding by and between SANBAG and those parties to the Joint Exercise of Powers Agreement (each, a "Participating Party") that have elected to participate in the implementation of a property assessed clean energy ("PACE") program to finance the installation of distributed generation renewable energy sources, energy or water efficiency improvements or electric vehicle charging infrastructure, SANBAG has undertaken proceedings to establish and has established such a PACE program known as the "SANBAG HERO Program" (the "HERO Program"), to assist commercial and residential property owners within the jurisdictional boundaries of each Participating Party (the "Program Area") with the costs of installing distributed generation renewable energy sources, energy or water efficient improvements or electric vehicle charging infrastructure (the "Authorized Improvements") that are permanently fixed to their commercial and residential property; and

WHEREAS, the aforementioned Joint Powers Agreement was amended by Amendment No. 4, effective May 9, 2024, by which amendment the Joint Powers Authority changed its name from San Bernardino Associated Governments (SANBAG) to San Bernardino Council of Governments (SBCOG); and

WHEREAS, SBCOG has by previous resolutions declared its intent to levy assessments for the purpose of financing Authorized Improvements under the provisions of Chapter 29; and

WHEREAS, assessment contracts have been entered into for properties located within the jurisdictional boundaries of San Bernardino County (the "County"); and

WHEREAS, the special assessments levied against the real property within the County are not levied with regard to property values but rather are fixed special assessments based upon the costs of the Authorized Improvements and the financing of such improvements; and

WHEREAS, SBCOG has determined and hereby certifies that the assessments are exempt from the provisions of Proposition 218, which was passed by the voters in November 1996; and

WHEREAS, SBCOG has further determined that the assessments are in compliance with all applicable laws; and

WHEREAS, SBCOG requests that the Auditor-Controller of the County enter those special assessments identified in Exhibit A on the tax roll for collection by the Auditor-Controller for the 2025-26 fiscal year.

DRAFT

Attachment: SANBAG - 2025-26 Levy Resolution-c1 (11699 : Resolution 25-074 Authorizing Placement of Assessments on the Tax Roll Related

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Bernardino Council of Governments as follows:

Section 1. The above recitals are true and correct.

Section 2. SBCOG orders the levy and collection of such special assessments identified on Exhibit A within the jurisdictional boundaries of each Participating Party within the County for the 2025-26 fiscal year, and in each subsequent fiscal year in which the charges may validly be levied; that a copy of this resolution shall be delivered to the Auditor-Controller of the County for placement of such assessments on the 2025-26 Tax Roll of the County, and in each subsequent fiscal year in which the charges may validly be levied.

Section 3. The special assessments are in compliance with all applicable laws and are exempt from the provisions of Proposition 218.

Section 4. In the event of delinquencies, SBCOG will pursue the removal of the delinquent special taxes from the delinquent secured tax roll in accordance with the provisions of the Master Indenture.

Section 5. The Deputy Executive Director, the Chief Financial Officer or any designee of the Deputy Executive Director (each, an "Authorized Representative"), is hereby authorized and directed to take any other actions in the judgment of the Deputy Executive Director or such Authorized Representative necessary to place the special assessments on the 2025-26 Tax Roll of the County, including, but not limited to making additions, deletions and modifications to Exhibit A attached hereto.

Section 6. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED at a meeting of the Board of Directors of the San Bernardino Council of Governments held on July 2, 2025.

_____
Rick Denison, President

ATTEST:

_____
Marleana Roman, Clerk of the Board

DRAFT

EXHIBIT A

DRAFT

Attachment: SANBAG - 2025-26 Levy Resolution-c1 (11699 : Resolution 25-074 Authorizing Placement of Assessments on the Tax Roll Related

AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR

AGREEMENT FOR COLLECTION OF SPECIAL TAXES, FEES, AND ASSESSMENTS FISCAL YEAR 2025-26

THIS AGREEMENT is made and entered into this _____ day of _____, 2025, by and between the COUNTY OF SAN BERNARDINO, hereinafter referred to as "County" and the_____, hereinafter referred to as "District".

WITNESSETH:

WHEREAS, Government Code Sections 29304 and 51800 authorize the County to recoup its collection costs when the County collects taxes, fees, or assessments for any city, school district, special district, zone or improvement district thereof; and

WHEREAS, the District and County have determined that it is in the public interest that the County, when requested by District, collect on the County tax rolls the special taxes, fees, and assessments for District.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. County agrees, when requested by District as hereinafter provided to collect on the County tax rolls the special taxes, fees, and assessments of District, and of each zone or improvement District thereof.

2. When County is to collect District's special taxes, fees, and assessments, District agrees to notify in writing the Auditor-Controller (268 W. Hospitality Lane, 4TH floor, San Bernardino, CA 92415) of the County on or before the 10th day of August of each fiscal year of the Assessor's parcel numbers and the amount of each special tax, fee, or assessment to be so collected. Any such notice, in order to be effective, must be received by the Auditor-Controller by said date.

3. County may charge District an amount per parcel for each special tax, fee, or assessment that is to be collected on the County tax rolls by the County for the District, not to exceed County's actual cost of collection.

4. District warrants that the taxes, fees, or assessments imposed by District and collected pursuant to this Agreement comply with all requirements of state law, including but not limited to, Articles XIIIC and XIIID of the California Constitution (Proposition 218).

5. District hereby releases and forever discharges County and its officers, agents, and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of District's responsibility under

AGCY____

DRAFT

Attachment: FY 2025-26 Special Assessments Web Packet (11699 : Resolution 25-074 Authorizing Placement of Assessments on the Tax Roll

this agreement, or other action taken by District in establishing a special tax, fee, or assessment and implementing collection of special taxes, fees or assessments as contemplated in this agreement.

6. The County Auditor-Controller has not determined the validity of the taxes or assessments to be collected pursuant to this contract, and the undersigned District hereby assumes any and all responsibility for making such a determination. The undersigned District agrees to indemnify, defend, and hold harmless the County and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract or the imposition of the taxes or assessments collected pursuant to this contract, and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law. If any judgment is entered against County or any other indemnified party as a result of action taken to implement this Agreement, District agrees that County may offset the amount of any judgment paid by County or by any indemnified party from any monies collected by County on District's behalf, including property taxes, special taxes, fees, or assessments. County may, but is not required to, notify District of its intent to implement any offset authorized by this paragraph.

7. District agrees that its officers, agents and employees will cooperate with County by answering inquiries made to District by any person concerning District's special tax, fee, or assessment, and District agrees that its officers, agents, and employees will not refer such individuals making inquiries to County officers or employees for response.

8. District shall not assign or transfer this agreement or any interest herein and any such assignment or transfer or attempted assignment or transfer of this agreement or any interest herein by District shall be void and shall immediately and automatically terminate this agreement

9. This agreement shall be effective for the 2025-26 fiscal year.

10. Either party may terminate this agreement for any reason upon 30 days written notice to the other party. The County Auditor-Controller shall have the right to exercise County's right and authority under this contract including the right to terminate the contract.

11. County's waiver of breach of any one term, covenant, or other provision of this agreement, is not a waiver of breach of any other term, nor subsequent breach of the term or provision waived.

12. Each person signing this agreement represents and warrants that he or she has been fully authorized to do so.

DRAFT

AGCY____

Attachment: FY 2025-26 Special Assessments Web Packet (11699 : Resolution 25-074 Authorizing Placement of Assessments on the Tax Roll

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

District: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

ENSEN MASON CPA, CFA,
AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR
SAN BERNARDINO COUNTY

By Authorized Deputy: _____

Printed Name: Franciliza Zyss

Title: Chief Deputy, Property Tax

Date: _____

DRAFT

Attachment: FY 2025-26 Special Assessments Web Packet (11699 : Resolution 25-074 Authorizing Placement of Assessments on the Tax Roll

AGCY____

Minute Action

AGENDA ITEM: 7

Date: July 2, 2025

Subject:
Purchase and Sale Agreement No. 25-1003325 for Property Assessed Clean Energy Assessment Receivables with FNA California, LLC

Recommendation:
That the Board, acting as the San Bernardino Council of Governments:

A. Approve Purchase and Sale Agreement No. 25-1003325 with FNA California, LLC, to grant their first right of refusal and to allow them to advance funds to cover the Property Assessed Clean Energy Assessment delinquencies for the 2018-2019 through 2024-2025 tax years, and authorize the Executive Director, or his designee, with the approval of General Counsel or her designee as to legal form, to finalize the terms of the agreement, including the final amount and the delinquent properties to be included, and to execute the final agreement.

B. Defer the judicial foreclosure proceedings for the delinquent properties.

Background:
Under the Master Indentures that outline how San Bernardino Council of Governments (SBCOG) (formerly known as San Bernardino Associated Governments or SANBAG) will issue bonds for the Property Assessed Clean Energy (PACE) Program, any property owner that is delinquent in their tax bill on October 1st of each year will be subject to SBCOG starting a judicial foreclosure process. The Master Indentures provide that SBCOG may elect to defer the judicial foreclosure proceedings if SBCOG has received or advanced funds to cover the delinquent amounts.

In May 2025, SBCOG's Special Tax Consultant, David Taussig & Associates (DTA), reported that there were 114 properties considered delinquent for the 2024-2025 tax year and 76 properties delinquent from 2018-2019 through 2023-2024 tax years combined. DTA transmits delinquency notices to the delinquent property owners after the 1st and 2nd tax installments are not paid. The delinquencies by tax year are shown in the table below.

Tax Year	Amount of Tax Levy	Number of Properties	Amount Delinquent	Number of Delinquent Properties	Delinquency Rate by Value
14/15	$7,856,008.93	3,160	$0.00	0	0.00%
15/16	$19,058,514.63	7,103	$0.00	0	0.00%
16/17	$29,734,139.75	10,557	$0.00	0	0.00%
17/18	$35,736,978.72	12,384	$0.00	0	0.00%
18/19	$31,123,600.04	10,731	$2,631.49	1	0.01%
19/20	$25,179,345.70	8,766	$8,773.02	2	0.03%
20/21	$19,906,970.38	7,062	$14,334.24	5	0.07%
21/22	$14,356,417.31	5,275	$22,254.65	9	0.16%
22/23	$10,831,868.07	4,082	$55,787.50	24	0.52%
23/24	$9,714,788.26	3,679	$77,631.95	35	0.80%
24/25	$8,615,050.73	3,284	$233,323.32	114	2.71%

In order for the Board of Directors to defer the judicial foreclosure process, the delinquent amounts must be advanced to the Trustee--either by SBCOG or by a third party, such as FNA California, LLC, pursuant to an agreement with SBCOG allowing that third party to

advance the funds and to be reimbursed for such advance when the delinquent assessments are brought current. Purchase and Sale Agreement No. 25-1003325 accomplishes this task.

This contract allows FNA California, LLC, to exercise its right of first refusal to purchase the PACE assessment delinquencies as of June 30, 2025. FNA California, LLC, will pay a fee equal to 7.5% of the delinquent assessments, which is the same rate as prior years, at a cost of $17,499.25 based on current delinquencies, to be used by SBCOG to cover its administrative costs as well as the additional costs incurred by the Special Tax Consultant. FNA California, LLC, is providing a similar service with the same fee for the Western Riverside Council of Governments for their local and statewide PACE programs.

Staff recommends that it is in the best interest of SBCOG and property owners to defer the judicial foreclosure process and to approve the agreement with FNA California, LLC, and allow them to advance the delinquent amounts. These actions will provide property owners more time to become current on their assessments and will allow SBCOG to meet the conditions of the Master Indentures for the bonds.

Financial Impact:
This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026.

Reviewed By:
This item was reviewed and unanimously recommended for approval by the General Policy Committee on June 11, 2025. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft agreement.

Responsible Staff:
Lisa Lazzar, Chief Financial Officer

Approved
Board of Directors
Date: July 2, 2025

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 25-1003325 Amendment No.:

Contract Class: Receivable Department: Council of Governments

Customer ID: 03543 Customer Name: FNA California, LLC

Description: Fees related to purchase of PACE Program Delinquent Assessments

List Any Accounts Payable Related Contract Nos.:

Dollar Amount

Original Contract	$	17,499.25	Original Contingency	$	-
Prior Amendments	$	-	Prior Amendments	$	-
Current Amendment	$	-	Current Amendment	$	-
Total/Revised Contract Value	**$**	**17,499.25**	**Total Contingency Value**	**$**	**-**

Total Dollar Authority (Contract Value and Contingency) $ 17,499.2

Contract Authorization

Board of Directors Date: 07/02/2025 Board Item # 11700

Contract Management (Internal Purposes Only)

Local Services

Accounts Receivable

Total Contract Funding: $ 17,499.25 Funding Agreement No: 25-1003325

Beginning POP Date: 08/15/2025 Ending POP Date: 06/30/2026 Final Billing Date: 06/30/2026

Expiration Date: 06/30/2026 Z25-1003325 PM Description: PACE Program Revenue FNA FY24/25

	Fund	Prog	Task	Sub-Task	Revenue	Total Contract Funding:
GL:	2911	25	0511	0000	48007000	17,499.25
GL:						-
GL:						-
GL:						-
GL:						-

	Fund	Prog	Task	Sub-Task	Revenue	Total Contract Funding:
GL:						-
GL:						-
GL:						-
GL:						-
GL:						-

Lisa Lazzar
Project Manager (Print Name)

Lisa Lazzar
Task Manager (Print Name)

Additional Notes: Final terms and listing of delinquent properties will be finalized and approved by Executive Director. Updated the sub-tasl number to 0000.

Attachment: CSS 25-1003325 Purchase and Sale Agreement Delinquent PACE Assessments (11700 : Purchase and Sale Agreement for PACE

Attachment: Purchase and Sale Agreement - SANBAG - FY 2024-2025 - FNA California LLC-PDF (11700 : Purchase and Sale Agreement for

PURCHASE AND SALE AGREEMENT

Dated as of August 15, 2025

between

SAN BERNARDINO COUNCIL OF GOVERNMENTS,

as Seller

and

FNA CALIFORNIA, LLC,

as Purchaser

Regarding
Assessment Installment Receivables
for the 2024-2025 Tax Year

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TABLE OF CONTENTS

Page

PURCHASE AND SALE AGREEMENT 1

BACKGROUND 1

ARTICLE I DEFINITIONS 2

Section 1.01 Definitions 2
Section 1.02 Other Definitional Provisions 6
Section 1.03 Term of this Agreement 7

ARTICLE II PURCHASE AND SALE OF ASSESSMENT INSTALLMENT RECEIVABLES 7

Section 2.01 Purchase and Sale of Assessment Installment Receivables; Assignment of Rights 7
Section 2.02 Closing Conditions 8
Section 2.03 Right to Terminate 9
Section 2.04 Pledge 9
Section 2.05 Release of Collateral upon Repurchase of Assessment Installment Receivables 10

ARTICLE III THE ASSESSMENT INSTALLMENT RECEIVABLES 10

Section 3.01 Representations, Warranties and Covenants as to the Assessment Installment Receivables 10
Section 3.02 Enforcement and Collection; Assignment of Rights 14

ARTICLE IV SBCOG 16

Section 4.01 Representations of SBCOG 16
Section 4.02 Additional Representations and Agreements 18
Section 4.03 Representations of Company 19

ARTICLE V MISCELLANEOUS 20

Section 5.01 Amendment 20
Section 5.02 Entire Agreement 20
Section 5.03 Notices 21
Section 5.04 No Assignment by SBCOG 21
Section 5.05 Limitations on Rights of Others 21
Section 5.06 Severability 21
Section 5.07 Separate Counterparts 21
Section 5.08 Headings 21
Section 5.09 Governing Law and Venue 21
Section 5.10 Nonpetition Covenants 23
Section 5.11 Successor Is Deemed Included In All References To Predecessor 23
Section 5.12 Waiver of Personal Liability 23
Section 5.13 Exclusive Right of First Refusal 23

EXHIBIT “A” ASSESSMENT INSTALLMENT RECEIVABLES SCHEDULE 1

EXHIBIT “B” LIST OF MASTER INDENTURES 1

EXHIBIT “C” EXCLUSION CRITERIA 1

DRAFT

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PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement"), dated as of August 15, 2025, between San Bernardino Council of Governments ("SBCOG"), formerly known as San Bernardino Associated Governments ("SANBAG"), a joint exercise of powers authority existing under the Joint Exercise of Powers Act, being Chapter 5 of Division 7, Title 1 of the Government Code of the State of California and a Joint Exercise of Powers Agreement originally made and entered into as of March 15, 1973, as further amended to date, and FNA California, LLC, an Illinois limited liability company ("Company").

BACKGROUND

SBCOG has levied assessments under Chapter 29 (as defined below) payable in installments under the 1915 Act (defined below) on properties participating in the SANBAG HERO Program (as defined below) which are collected on the secured property tax roll of the County (as defined below) in which the participating properties are located.

Certain installments of such assessments are delinquent (the "Assessment Installment Receivables") as of the Cut-off Date (as defined below).

SBCOG has determined that it is in the best interests of SBCOG at this time to sell to the Company the Assessment Installment Receivables it is entitled to receive arising from the collection of certain delinquent assessments for the tax years specified in this Agreement, upon the terms and conditions provided herein.

NOW, THEREFORE, for and in consideration of the premises and the material covenants hereinafter contained, the parties hereto hereby formally covenant, agree and bind themselves as follows:

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Article I
Definitions

Section 1.01 Definitions. Whenever used in this Agreement, the following words and phrases, unless the context otherwise requires, shall have the following meanings:

"1915 Act" means the Improvement Bond Act of 1915, Division 10 of Part I (commencing with Section 8500) of the California Streets and Highways Code.

"Agreement" means this Purchase and Sale Agreement, as originally executed or as it may from time to time be supplemented, modified or amended in accordance with the provisions hereof.

"Assessment" means each "Assessment" as defined in an Assessment Contract and levied pursuant to such Assessment Contract against a Property (as defined below) to which such Assessment Contract is subject.

"Assessment Administrative Fee" means, as to each Property, the assessment administrative fee due and payable pursuant to the applicable Assessment Contract that shall be collected on the property tax bill pertaining to such Property.

"Assessment Administrator" means David Taussig & Associates, Inc. d/b/a DTA, and its successors, or any financial consultant or firm of such financial consultants judged by SBCOG to have experience in the administration for and on behalf of public agencies of assessments similar to the Assessments levied by such public agencies in the State of California.

"Assessment Contract" shall have the meaning given such term in the applicable Master Indenture.

"Assessment Installment" means, as to each Property, the portion of the principal amount of an Assessment, together with the interest on the Assessment, due and payable pursuant to an Assessment Contract that shall be collected on the property tax bill for a particular Tax Year pertaining to such Property.

"Assessment Installment Receivable" means, with respect to a Property for a particular Tax Year, the Assessment Installment and the related Assessment Administrative Fee on the secured tax roll of the County that:

(i) was levied by SBCOG on one of the Properties listed on the Assessment Installment Receivables Schedule for such Tax Year in accordance with the Chapter 29, the 1915 Act and the applicable Assessment Contract and is payable to SBCOG if and when collected,

(ii) was levied on account of the applicable Purchased Tax Year, was delinquent as of the Cut-off Date and was shown as such on the Delinquent Tax Roll maintained by the County for the applicable Purchased Tax Year,

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(iii) had not been received by SBCOG or the Trustee, on behalf of SBCOG, as of the Cut-off Date,

(iv) is due and owing to SBCOG in an amount equal to the amount of such Assessment Installment and Assessment Administrative Fee, penalties and accrued interest set forth on the Assessment Installment Receivables Schedule,

(v) includes, to the extent permitted by law and the terms of the applicable Master Indenture, all penalties and accrued interest thereon to the date of collection, and

(vi) has not become a Defective Assessment Installment Receivable.

"Assessment Installment Receivable Balance" means, with respect to an Assessment Installment Receivable as of a particular date, the sum of

(i) an amount equal to the delinquent Assessment Installments and Assessment Administrative Fees levied by or on behalf of SBCOG and payable to the SBCOG with respect to such Assessment Installment Receivable as shown on the Assessment Installment Receivables Schedule,

(ii) to the extent permitted by law and the applicable Master Indenture, the ten percent (10%) penalty payable on the Assessment Installment Receivable in accordance with Sections 2617 and 2618 of the California Revenue and Taxation Code, and

(iii) to the extent permitted by law and the applicable Master Indenture, interest accrued on the amount in clause (A) from the July 1 of the Tax Year following the Tax Year in which such Assessment Installment Receivable first became delinquent through the date of determination at the rate of one and half percent (1.5%) per month in accordance with Section 4103 of the California Revenue and Taxation Code.

"Assessment Installment Receivables Schedule" means the schedule attached as (or incorporated by reference in) EXHIBIT A hereto, as such schedule may be amended from time to time in accordance with Section 3.01(e) hereof, with respect to the Assessments levied on the Properties described on EXHIBIT A hereto.

"Assessment Installments Purchased" has the meaning set forth in Section 2.01(a) hereof.

"Assessment Lien" means any lien that attaches, by operation of Section 2187 of the California Revenue and Taxation Code, to the fee interest in real property.

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"Bond Counsel" means Best Best & Krieger LLP or any other attorney or firm of attorneys of nationally recognized expertise with respect to legal matters relating to public financing in the State.

"Business Day" means any day that is not a Saturday, Sunday or other day on which commercial banking institutions in New York or California are authorized or obligated by law or executive order to be closed.

"Chapter 29" means Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code (commencing with Section 5898.12 et seq.)

"Closing Date" means August 15, 2025.

"Collections" means, with respect to an Assessment Installment Receivable, the amount collected by the County (whether as payments by the related Property Owner in a lump sum, payments by the related Property Owner pursuant to an installment payment plan, as proceeds of sale of the related tax-defaulted Property, or otherwise) on the Assessment Installment Receivable. Collections include but are not limited to the following:

(i) the delinquent Assessment Installments payable for the Tax Year to which the Assessment Installment Receivable is related,

(ii) the ten percent (10%) penalty payable thereon in accordance with Sections 2617 and 2618 of the California Revenue and Taxation Code,

(iii) interest accruing at the rate of one and half percent (1.5%) per month in accordance with Section 4103 of the California Revenue and Taxation Code, and

(iv) all Assessment Administrative Fees levied in connection therewith that are distributable to SBCOG, if any.

"Company" means FNA California, LLC, a limited liability company organized and existing under the laws of the state of Illinois or any successor thereto.

"County" means the County of San Bernardino, California.

"Cut-off Date" means August 12, 2025.

"Defective Assessment Installment Receivable" has the meaning set forth in Section 3.01(c) hereof.

"Defective Assessment Installment Receivable Purchase Amount" means, as to any Defective Assessment Installment Receivable, an amount equal to the Purchase Price and Premium of such Defective Assessment Installment Receivable set forth on the Assessment Installment Receivables Schedule reduced by the amount, if any, of Collections on such Defective Assessment Installment Receivable which have been

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applied to the recovery of such Purchase Price and Premium and paid to the Company as of the date of calculation.

"Delinquent Tax Roll" means the delinquent tax roll which is delivered by the Treasurer-Tax Collector of the County to the Auditor-Controller of the County pursuant to Section 2627 of the Revenue and Taxation Code of the State, or such other report, file or data of the Treasurer-Tax Collector or Auditor-Controller of the County as may be available from the County and mutually satisfactory to SBCOG and the Company.

"Master Indenture" means, as applicable, each of the master indentures listed on EXHIBIT B, incorporated herein by reference.

"Opinion of Counsel" means one or more written opinions of counsel, who may be an employee of or counsel to SBCOG, which counsel shall be acceptable to the recipient of such opinion or opinions.

"Person" any individual, corporation, partnership (general or limited), limited liability company, limited liability partnership, firm, joint venture, association, joint-stock company, trust, estate, unincorporated organization, governmental body or other entity.

"Premium" has the meaning set forth in Section 2.01(a) hereof.

"Property" means, with respect to an Assessment Installment Receivable, the real property that is encumbered by the Assessment Lien of such Assessment Installment Receivable.

"Property Owner" means, with respect to an Assessment Installment Receivable, the fee owner or owners of the related Property.

"Purchase Price" has the meaning set forth in Section 2.01(a) hereof.

"Purchased Tax Year" means, for a given Assessment Installment Receivable, the Tax Year ending on June 30 of the applicable calendar year, as set forth in EXHIBIT A hereto.

"Purchased Receivables" means the Assessment Installment Receivables listed on the Assessment Installment Receivables Schedule and purchased by the Company pursuant to this Agreement.

"Responsible Officer" means, with respect to SBCOG, the Executive Director, and the Deputy Executive Director, or any other official of SBCOG customarily performing functions similar to those performed by any of the above designated officials, and also with respect to a particular matter, any other official of SBCOG to whom such matter is referred because of such official's knowledge of and familiarity with the particular subject.

"SANBAG" means San Bernardino Associated Governments, a joint exercise of powers authority organized and existing under the laws of the State, including any entity with which it may be consolidated or which otherwise succeeds to the interests of

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SANBAG and includes San Bernardino Council of Governments, or SBCOG, the current name of aforementioned joint exercise of powers authority, pursuant to Amendment No. 4 of the Joint Exercise of Powers Agreement referenced in the Preamble.

"SANBAG HERO Program" means the SANBAG HERO Program established by SANBAG pursuant to Chapter 29 and the 1915 Act.

"SBCOG" means the San Bernardino Council of Governments.

"State" means the State of California.

"Tax Year" means the 12-month period beginning on July 1 in any year and ending on the following June 30. Whenever in this Agreement reference is made to the Tax Year of a certain year, such reference is to the Tax Year ending June 30 of that year.

"Trustee" shall mean Deutsche Bank National Trust Company, a national banking association duly organized and existing under the laws of the United States of America, acting as trustee and not in its individual capacity, its successors and assigns, and any other corporation or association which may be at any time substituted in its place, as provided in the applicable Master Indenture.

Section 1.02 Other Definitional Provisions.

(a) All terms defined in this Agreement shall have the defined meanings when used in any certificate or other document made or delivered pursuant hereto unless otherwise defined therein.

(b) As used in this Agreement and in any certificate or other document made or delivered pursuant hereto or thereto, accounting terms not defined in this Agreement or in any such certificate or other document, and accounting terms partly defined in this Agreement or in any such certificate or other document to the extent not defined, shall have the respective meanings given to them under generally accepted accounting principles. To the extent that the definitions of accounting terms in this Agreement or in any such certificate or other document are inconsistent with the meanings of such terms under generally accepted accounting principles, the definitions contained in this Agreement or in any such certificate or other document shall control.

(c) The words "hereof", "herein", "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement; Article, Section, Schedule and Exhibit references contained in this Agreement are references to Articles, Sections, Schedules and Exhibits in or to this Agreement unless otherwise specified; and the term "including" shall mean "including without limitation."

(d) The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms.

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(e) Any agreement, instrument or statute defined or referred to herein or in any instrument or certificate delivered in connection herewith means such agreement, instrument or statute as from time to time amended, modified or supplemented and includes (in the case of agreements or instruments) references to all attachments thereto and instruments incorporated therein; references to a Person are also to its permitted successors and assigns.

Section 1.03 Term of this Agreement.

This Agreement shall remain in full force and effect for the period during which any of the Assessment Installment Receivables purchased under this Agreement remains outstanding.

Article II
Purchase and Sale of Assessment Installment Receivables

Section 2.01 Purchase and Sale of Assessment Installment Receivables; Assignment of Rights.

(a) *Purchase and Sale.* In consideration of the Company's promise to deliver on the Closing Date to or upon the order of SBCOG the sum of $[_____] (the "Purchase Price"), which is equal to the principal amount of $[_____] of the delinquent Assessment Installments included in Assessment Installment Receivables to be purchased ("Assessment Installments Purchased"), plus a premium equal to seven and a half percent (7.5%) of the Assessment Installments Purchased (the "Premium") in the amount of $[_____] SBCOG does hereby sell, transfer, assign, set over and otherwise convey to the Company, without recourse (but subject to the obligations herein), all right, title and interest of SBCOG on the Closing Date, free and clear of all liens, claims and interest, whether now owned or hereinafter acquired, in and to:

(i) the Assessment Installment Receivables;

(ii) all Collections in respect of the Assessment Installment Receivables since the Cut-off Date; and

(iii) the proceeds of any and all of the foregoing.

(b) *Collections.* The Company shall be entitled, from and after the Closing Date, to receive all Collections with respect to the Assessment Installment Receivables.

(c) *Payment and Application of Purchase Price.* On the Closing Date, the Company shall pay or cause to be paid the Purchase Price, together with the Premium thereon, in immediately available funds by federal funds wire to or upon the order of SBCOG. SBCOG covenants that (i) it shall treat the Purchase Price as Assessments or Assessment Administrative Fees, as applicable, for all purposes under the terms of the applicable Master Indenture or other document by which any bonds, notes or other evidences of indebtedness were issued and secured by the Assessments to which the

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Assessment Installment Receivables relate, and (ii) it shall apply the Purchase Price to the payment of the bonds secured by the Assessments to which the Assessment Installment Receivables relate, and to the other authorized purposes to which the Assessments or the Assessment Administrative Fees may be applied (including without limitation replenishment of reserve funds and payment of administrative expenses), to the same extent that the proceeds of the Assessments and Assessment Administrative Fees constituting the Assessment Installment Receivables would have been required to be applied had they been paid by the respective property owner before delinquency and received by SBCOG.

Section 2.02 Closing Conditions. The obligation of the Company to purchase the Assessment Installment Receivables and pay the Purchase Price, together with the Premium thereon, will be subject to the accuracy of the representations and warranties of SBCOG herein, to the accuracy of statements to be made by or on behalf of SBCOG, to the performance by SBCOG of its obligations hereunder and to the following additional conditions precedent:

(a) *Executed Agreement.* At the Closing Date, this Agreement must have been authorized, executed and delivered by the respective parties thereto, and this Agreement and all official actions of SBCOG relating thereto must be in full force and effect and not have been amended, modified or supplemented.

(b) *Closing Documents.* The Company must receive the following opinions and certificates (which may be consolidated into a single certificate for convenience), dated the Closing Date and acceptable to the Company:

(i) *Legal Opinion of Bond Counsel.* An approving opinion of Bond Counsel to the effect that the obligations of SBCOG under this Agreement are valid, binding and enforceable, and as to certain other matters, addressed to, and in form and substance satisfactory to, SBCOG and the Company.

(ii) Certificate *of SBCOG.* A certificate signed by an appropriate official of SBCOG to the effect that:

(A) SBCOG is duly organized and validly existing as a joint exercise of powers authority under the Joint Exercise of Powers Act, being Chapter 5 of Division 7, Title 1 of the Government Code of the State of California and a Joint Exercise of Powers Agreement originally made and entered into as of March 15, 1973, as further amended to date,

(B) the representatives of SBCOG who executed this Agreement have been duly authorized to do so on behalf of SBCOG,

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(C) the representations, agreements and warranties of SBCOG herein are true and correct in all material respects as of the Closing Date,

(D) SBCOG has complied with all the terms of this Agreement which are required to be complied with by SBCOG prior to or concurrently with the Closing Date, and

(E) the execution and delivery of this Agreement have been approved by the governing board of SBCOG, which approval was duly and regularly adopted in accordance with all applicable legal requirements.

Section 2.03 Right to Terminate. If SBCOG is unable to satisfy the conditions set forth in Section 2.02(a) and (b) hereof, as reasonably determined by the Company, this Agreement may be canceled either in part or in its entirety by the Company at any time. Notice of such cancellation shall be given to SBCOG in writing, or by telephone call confirmed in writing. Upon receipt of a notice of cancellation pursuant to this Section 2.03, SBCOG shall remit the full Purchase Price, together with the Premium thereon, to and upon the order of the Company.

Section 2.04 Pledge. Although the parties hereto intend that the sale of the Assessment Installment Receivables by SBCOG to the Company be characterized as an absolute sale rather than a secured borrowing, if the sale of the Assessment Installment Receivables is deemed to be a secured borrowing, then in order to secure SBCOG's obligations to the Company hereunder, SBCOG takes the actions set forth below.

(a) SBCOG hereby pledges, assigns and grants a lien to the Company on the following (the "Collateral"):

(i) the Assessment Installment Receivables;

(ii) the Collections; and

(iii) all proceeds of the foregoing.

(b) SBCOG represents and warrants to the Company that:

(i) this Agreement creates a valid and continuing lien on the Collateral in favor of the Company, which is prior to all other liens, and is enforceable as such as against creditors of and purchasers from SBCOG;

(ii) SBCOG owns and has good and marketable title to the Collateral free and clear of any lien, claim or encumbrance of any person subject to the provisions of the applicable Master Indenture;

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(iii) other than the lien granted to the Company pursuant to this Agreement, SBCOG has not pledged, assigned, sold, granted a lien on, or otherwise conveyed any of the Collateral; and

(iv) SBCOG is not aware of any judgment or tax lien filings against SBCOG.

These representations and warranties shall survive the Closing and may not be waived.

Section 2.05 Release of Collateral upon Repurchase of Assessment Installment Receivables. Any Assessment Installment Receivable that is repurchased by SBCOG in accordance with this Agreement shall be released from the Collateral when the required payment is made pursuant to Section 3.01(e) of this Agreement. Promptly upon such release, the Company shall amend the Assessment Installment Receivables Schedule to reflect the release of such Assessment Installment Receivable from the terms of this Agreement. Such Assessment Installment Receivable shall cease to be a part of the Collateral and be released from, and no longer be subject to, the pledge of this Agreement. The Company agrees to take or cause to be taken such actions and to execute, deliver and record such instruments and documents as may be set forth in a written request of SBCOG to release such Assessment Installment Receivable from the lien of this Agreement.

Article III
The Assessment Installment Receivables

Section 3.01 Representations, Warranties and Covenants as to the Assessment Installment Receivables.

(a) *Representations and Warranties.* SBCOG hereby represents and warrants to the Company that to SBCOG's knowledge (1) as of the Closing Date for the Assessment Installment Receivables, the information set forth in the Assessment Installment Receivables Schedule will be correct in all material respects, and (2) as to each Assessment Installment Receivable transferred hereunder, as of the Closing Date:

(i) SBCOG was the sole owner of such Assessment Installment Receivable;

(ii) SBCOG has full right and authority to sell such Assessment Installment Receivable as provided in this Agreement;

(iii) SBCOG sold such Assessment Installment Receivable free and clear of any and all liens, pledges, charges, security interests or any other statutory impediments to transfer created by or imposed upon SBCOG encumbering such Assessment Installment Receivable (but subject to the right of redemption by the related Property Owner), except for liens that will be discharged by the application of the proceeds of the sale thereof;

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(iv) the sale of such Assessment Installment Receivable by SBCOG did not contravene or conflict with any laws, rules or regulations applicable to SBCOG;

(v) the Assessment Installments and Assessment Administrative Fees of which the Assessment Installment Receivable constitutes a portion were validly levied by SBCOG and, to the best knowledge of SBCOG and its agents and representatives, also validly levied and collected by the County on the secured property tax roll on behalf of SBCOG, in accordance with all applicable provisions of the laws, rules and regulations of the State, the County and of the United States;

(vi) the amount of the Assessment Installment Receivable includes Assessment Installments and Assessment Administrative Fees on the secured tax roll which have been levied by SBCOG and by the County on the secured property tax roll on behalf of SBCOG during the applicable Purchased Tax Year which were delinquent as of the Cut-off Date;

(vii) the Assessment Installment Receivable was secured by a legal, valid, binding and enforceable lien on the related Property;

(viii) the lien of the Assessment Installment Receivable represented a valid, proper and enforceable lien on the related Property, the priority of which was subject only to other Assessment Liens on such Property and to certain other priorities prescribed by statute;

(ix) the amount of such Assessment Installment Receivable includes a ten percent (10%) penalty imposed pursuant to Revenue & Taxation Code Section 2617 and/or 2618 on the portion of such Assessment Installment Receivable consisting of the delinquent Assessment Installment(s) and the delinquent Assessment Administrative Fee(s);

(x) interest payable by the related Property Owner has accrued and will continue to accrue on the delinquent Assessment Installments and Assessment Administrative Fees of which the Assessment Installment Receivable constitutes a portion from July 1 of the Tax Year following the Tax Year in which such Assessment Installment Receivable first became delinquent to the date of payment of such Assessment Installments Receivable at the rate of one and a half percent (1.5%) per month (not compounded) as provided in California Revenue and Taxation Code Section 4103;

(xi) such Assessment Installment Receivable had not been discharged or disallowed (in whole or in part) in a bankruptcy proceeding;

(xii) such Assessment Installment Receivable had not been compromised, adjusted or modified (including by the granting of any

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discounts, allowances or credits, but not including installment payment plans in accordance with law);

(xiii) such Assessment Installment Receivable was not subject to a foreign government's diplomatic immunity from enforcement or treaty with the United States of America;

(xiv) there existed no fact, condition or circumstance that would prevent the County from being able to sell the related Property in a tax sale upon the expiration of a period of five years from July 1 of the Tax Year after the Tax Year in which the Assessment Installments became delinquent;

(xv) no right of rescission, setoff, counterclaim or defense had been asserted with respect to such Assessment Installment Receivable;

(xvi) SBCOG has not received notice that such Assessment Installment Receivable relates to a Property owned by a Property Owner that is subject to any bankruptcy proceeding commenced prior to the Closing Date;

(xvii) such Assessment Installment Receivable does not relate to a Property owned by a federal, state, or local governmental entity;

(xviii) SBCOG had not waived any penalties or interest with respect to such Assessment Installment Receivable;

(xix) each of the requirements included in the definition of "Assessment Installment Receivable" is satisfied with respect to such Assessment Installment Receivable; and

(xx) none of the exclusion criteria set forth in EXHIBIT C are applicable to such Assessment Installment Receivable unless, as of the Closing Date, any such criteria has been expressly waived in writing by the Company.

(b) Survival of Representations and Warranties; Liability of SBCOG.

(i) It is understood and agreed that the representations and warranties set forth in this Section 3.01, Section 2.04 Section 4.01 and Section 4.02 shall survive the consummation of the sale of the Assessment Installment Receivables on the Closing Date and shall inure to the benefit of the Company.

(ii) It is understood and agreed that the representations and warranties made by SBCOG in Section 3.01(a) hereof are made solely for the purpose of determining the existence of a Defective Assessment Installment Receivable, and in no case shall SBCOG or any of its officers or employees have any liability if it was subsequently discovered that such

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representations and warranties were in fact false at the time they were made, other than the obligation of SBCOG to repurchase Defective Assessment Installment Receivables as provided in this Agreement.

(c) *Defective Assessment Installment Receivables.* Upon discovery by SBCOG or the Company (based on information provided by the County, examination of the Delinquent Tax Roll, or otherwise) of a breach of any of the foregoing representations and warranties (without regard to any knowledge qualifier) that materially and adversely affects the value of any Assessment Installment Receivable (such Assessment Installment Receivable, a "Defective Assessment Installment Receivable"), the party making such discovery shall immediately notify SBCOG or the Company of such discovery and describe in reasonable detail the representations and warranties that were breached.

The Company may, at its option, require SBCOG to repurchase the Defective Assessment Installment Receivable. Under no circumstances will SBCOG have the right to require the resale of a Defective Assessment Installment Receivable to the Company. SBCOG shall have no right to substitute another Assessment Installment Receivable for a Defective Assessment Installment Receivable.

If the Company elects to require SBCOG to repurchase a Defective Assessment Installment Receivable, the Company shall give written notice to SBCOG. Such notice must (i) identify the Defective Assessment Installment Receivable, (ii) if the Assessment Installment Receivable Balance as of the Closing Date is determined to be less than the amount thereof shown on the Assessment Installment Receivables Schedule, state the amount of such deficiency and (iii) be accompanied by documentation from the County which reasonably establishes the factual basis for the determination of the breach. SBCOG shall fully cooperate (at its own expense), or utilize all reasonable efforts to cause the County to cooperate, as reasonably requested by the Company in the investigation and reporting of the foregoing matters.

For purposes of clause (ii) of the preceding paragraph, if the adjustments to the Assessment Installment Receivable Balance result from adjustments to the Delinquent Tax Roll provided by the County, the Company will use its best reasonable efforts to obtain the reason(s) for the adjustments from the County, but if the Company is unable to obtain such reasons despite using its best reasonable efforts to do so, such inability shall not be grounds for rejection or disallowance of the adjustment.

(d) *Effect of Reduced Assessment Installment Receivable Amount.* If any Assessment Installment Receivable becomes a Defective Assessment Installment Receivable solely as a result of the determination that the Assessment Installment Receivable Balance as of the Closing Date (or applicable repurchase date) was less than the amount set forth on the Assessment Installment Receivables Schedule, then only the amount of the reduction of such Assessment Installment Receivable shall be deemed to be repurchased and such Assessment Installment Receivable, at its reduced Assessment Installment Receivable Balance, shall continue to be an Assessment Installment Receivable for all purposes of this Agreement.

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(e) *Cure or Purchase of Defective Assessment Installment Receivables.* As to any Defective Assessment Installment Receivable, on or prior to the next date on which SBCOG receives the normal payments of Assessment Installments and Assessment Administrative Fees from the County following the day on which it is discovered that what was supposed to be an Assessment Installment Receivable is, in fact, a Defective Assessment Installment Receivable, SBCOG shall, at its option, either (A) cure or cause to be cured such breach or (B) pay to the Company, in immediately available funds, the Defective Assessment Installment Receivable Purchase Amount.

If any Assessment Installment Receivable is determined to be a Defective Assessment Installment Receivable prior to the Closing Date, the Defective Assessment Installment Receivable Purchase Amount shall be subtracted from the Purchase Price and Premium payable to SBCOG on the Closing Date.

The obligations of SBCOG under this Section 3.01(e) shall constitute the sole remedies available to the Company with respect to a Defective Assessment Installment Receivable and SBCOG shall not incur any other liability to the Company or any other Person because of any inaccuracy of any representation or warranty made under this Section 3.01 with respect to the Assessment Installment Receivables. Upon the repurchase of a Defective Assessment Installment Receivable by SBCOG, the Company shall cause the Assessment Installment Receivables Schedule to be amended to delete the Defective Assessment Installment Receivable, and SBCOG shall have no further liabilities or obligations with respect to such Defective Assessment Installment Receivable.

(f) *Company's Calculation of Defective Assessment Installment Receivables.* The Company shall cause the Company's calculations and/or recalculations of any adjustments made under this Section 3.01 (herein, "Adjustments") to be delivered to SBCOG. SBCOG shall have ten (10) Business Days after delivery thereof to review the Adjustments and submit to the Company any objections and deliver revised Adjustments to SBCOG. If SBCOG does not respond to any such Adjustments (as they may be revised) within ten (10) Business Days after delivery, such Adjustments shall be deemed final and binding on SBCOG, and SBCOG shall remit any payment required by Section 3.01(e).

Section 3.02 Enforcement and Collection; Assignment of Rights.

(a) *Enforcement Rights of the Company.* Except as provided herein, the Company shall be entitled to assert all right, title, and interest of SBCOG in the enforcement and collection of the Purchased Receivables, including but not limited to SBCOG's lien priority, and SBCOG's right to receive the Collections on the Purchased Receivables. Notwithstanding the foregoing, the Company acknowledges that Streets & Highways Code Section 5898.28(b)(2) provides that (i) the Company is not authorized to initiate and prosecute a judicial foreclosure action upon the Properties securing the payment of the Purchased Receivables and (ii) prosecution of such a judicial foreclosure action remains the responsibility of SBCOG.

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From and after the receipt by SBCOG of the Purchase Price on the Closing Date, SBCOG shall have no rights whatsoever in and to the Purchased Receivables, including but not limited to the right to receive any Collections in respect of the Purchased Receivables, except with respect to Defective Assessment Installment Receivables repurchased by SBCOG in accordance with Section 3.01 hereof.

SBCOG shall cooperate fully with the Company as may be reasonably required by the Company to exercise any enforcement rights granted to the Company under this Agreement. SBCOG shall take all actions as may be reasonably required by law, including but not limited to the initiation of judicial foreclosure proceedings upon the request of the Company upon the Properties securing the payment of the Purchased Receivables upon behalf of the Company as provided for herein, fully to preserve, maintain, defend, protect and confirm the interests of the Company in the Purchased Receivables and the Collections. Any such enforcement actions, including judicial foreclosure proceedings, required to be undertaken by SBCOG at the Company's request shall be at the sole expense of the Company. If the cost of any such enforcement action is recovered by SBCOG such funds shall first be used to reimburse SBCOG for any such costs that have not been paid by the Company and, upon reimbursement of SBCOG for all such costs, such remaining funds shall be used to reimburse the Company for such costs as have been paid by the Company.

The Company and SBCOG agree that the primary means of enforcement of the payment of a Purchased Receivable shall be a tax sale by the County in which the Property securing such Purchased Receivable is located pursuant to the applicable provisions of Part 6 of Division 1 of the California Revenue and Taxation Code (the "R&T Code"). The Company shall initially forebear from requesting SBCOG to initiate judicial foreclosure proceedings upon any Property securing the payment of a Purchased Receivable for a period of nine (9) years from the date of the original delinquency of the Purchased Receivable. If the County fails to attempt to sell such Property as required pursuant to R&T Code Section 3692 within nine (9) years from the date such Property can be sold at a tax sale, the Company may request that SBCOG initiate judicial foreclosure proceedings to secure the payment of the Purchased Receivable. Following receipt of such request from the Company, SBCOG may, at its sole discretion, (1) initiate such foreclosure proceedings or (2) repurchase such Purchased Receivable from the Company for an amount equal to the Purchase Price and Premium of such Purchased Receivables set forth in the Assessment Installment Receivables Schedule reduced by the amount, if any of Collections on such Purchased Receivables which have been applied to the recovery of such Purchase Price and Premium and paid to the Company as of the date of calculation.

(b) *Change of Records; Further Actions and Assurances.* On or before the Closing Date, SBCOG shall mark its appropriate records so that, from and after the Closing Date, records of SBCOG shall indicate that such Purchased Receivables have been sold. SBCOG hereby agrees to (i) execute, deliver and cause to be approved and/or recorded all documents, and take all actions, as may be required to assign the Purchased Receivables and the Collections to the Company under this Agreement, and to notify the County of the assignments made under this Agreement, and (ii) execute, deliver and

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cause to be approved all amendments to any documents under which bonds or other debt secured by the Purchased Receivables were issued as may be required to assign the Purchased Receivables and the Collections to the Company under this Agreement, and to notify any applicable bond trustee, fiscal agent or payment agent of the assignments made under this Agreement.

(c) *Administration and Remittances of Collections.* SBCOG shall take all commercially reasonable best efforts as may be required to cause the Collections, when remitted by the County to SBCOG, to be remitted as soon as reasonably possible, and in any event not less frequently than once per calendar year, by or on behalf of SBCOG to the Company by federal funds wire transfer to the following account:

[TO COME]

If the Company becomes aware of Collections that have been remitted by the County to SBCOG and not paid to the Company, the Company may notify SBCOG in writing and SBCOG agrees to take all actions required to remit those Collections to the Company as soon as reasonably possible. If any Collections received by SBCOG from the County are not remitted to the Company within ten (10) business days of such notice, SBCOG agrees to pay to the Company upon demand interest on the amount of such unpaid Collections at the rate of ten percent (10%) per annum for each day such Collections remain unpaid after such date.

SBCOG shall cause all notices and reports relating to the Purchased Receivables to be provided to the Company as and when they are available from SBCOG, the Trustee or the Assessment Administrator. In addition, SBCOG shall provide, or cause the Assessment Administrator to provide monthly reporting to the Company on the status of Assessment Installment Receivables, cash reconciliations, and such other similar reports as the Company may reasonably request to enable the Company to account for the Assessment Installment Receivables. The costs of providing such notices and reports as described in this paragraph shall be borne by SBCOG.

(d) *Covenant Not to Waive Penalties.* SBCOG agrees not to waive all or any portion of delinquency penalties and redemption penalties as permitted by any provision of applicable law with respect to any delinquent Assessment Installments included within the Purchased Receivables.

Article IV
SBCOG

Section 4.01 Representations of SBCOG. SBCOG makes the following representations on which the Company is deemed to have relied in acquiring the Assessment Installment Receivables. The representations speak as of the Closing Date, and shall survive the sale of the Assessment Installment Receivables to the Company and the pledge thereof to the Company pursuant to this Agreement.

(a) *Due Organization, Existence and Company.* SBCOG is a joint exercise of powers authority, duly organized and validly existing under the Joint Exercise

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of Powers Act, being Chapter 5 of Division 7, Title 1 of the Government Code of the State of California and a Joint Exercise of Powers Agreement originally made and entered into as of March 15, 1973, as further amended to date, has full legal right, power and authority under the Constitution and laws of the State to enter into this Agreement, to sell the Assessment Installment Receivables and the Collections to the Company, and to carry out and consummate all transactions contemplated hereby.

(b) *Due Execution.* By all necessary official action of the governing board of SBCOG, SBCOG has duly authorized and approved the execution and delivery of, and the performance by it of the obligations contained in this Agreement, and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded.

(c) *Valid, Binding and Enforceable Obligations.* This Agreement constitutes the legal, valid and binding obligation of SBCOG, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or affecting creditors' rights, generally.

(d) *Consents and Approvals.* No consent or approval of any trustee or holder of any indebtedness of SBCOG or of the voters of SBCOG's member jurisdictions, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental agency, is necessary in connection with the execution and delivery of this Agreement, or the consummation of any transaction herein or therein contemplated, except as have been obtained or made and as are in full force and effect.

(e) *No Conflicts.* The authorization, execution and delivery of this Agreement and compliance with the provisions of this Agreement do not and will not conflict with or constitute a breach of or default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which SBCOG (or any of its officers in their respective capacities as such) are subject, or by which it or any of its properties are bound; nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation or instrument, except as may be provided by this Agreement.

(f) *No Litigation.* No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, is pending with service of process accomplished or, to the knowledge of SBCOG, pending or threatened, that:

(i) in any way questions the legal existence of SBCOG or the titles of the officers of SBCOG to their respective offices that would have

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any material likelihood of affecting the obligations of SBCOG under this Agreement;

(ii) contests the validity or the power and authority of SBCOG to sell or pledge the Assessment Installment Receivables to Company;

(iii) affects, contests or seeks to prohibit, restrain or enjoin the execution and delivery of this Agreement, the sale or pledge of the Assessment Installment Receivables by SBCOG to Company, or the payment of Collections on the Assessment Installment Receivables to the Company;

(iv) in any way contests or affects the validity of this Agreement, the power or authority of SBCOG to enter into this Agreement and perform its obligations hereunder or the consummation of the transactions contemplated hereby; or

(v) may result in any material adverse change relating to SBCOG's ability to comply with its obligations under this Agreement or to the Assessment Installment Receivables.

Section 4.02 Additional Representations and Agreements. SBCOG makes the following additional representations and agreements as of the Closing Date, on which the Company is deemed to have relied in acquiring the Assessment Installment Receivables:

(a) SBCOG has transferred the Assessment Installment Receivables to the Company pursuant to this Agreement for the Purchase Price, together with the Premium thereon, specified in this Agreement in cash. The consideration paid to SBCOG represents the fair market value of the Assessment Installment Receivables. This consideration was agreed upon as the result of arm's length negotiations. SBCOG has determined that the transactions contemplated by this Agreement and the related documents provide the maximum available financial benefits to SBCOG consistent with other objectives and requirements of SBCOG.

(b) SBCOG properly treats the transfer of the Assessment Installment Receivables to the Company as a sale pursuant to generally accepted accounting principles.

(c) There are no other agreements between SBCOG and the Company relating to or affecting the Assessment Installment Receivables, other than this Agreement.

(d) SBCOG does not receive any payments with respect to the Assessment Installment Receivables, except pursuant to this Agreement.

(e) SBCOG will mark its appropriate records so that they indicate the Assessment Installment Receivables have been sold and that the Company is the owner

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of such Assessment Installment Receivables. Such records of SBCOG may be in the form of a computer tape, microfiche, or other electronic or computer media.

(f) Sales of assets to the Company by SBCOG, including but not limited to the Assessment Installment Receivables, at all times have constituted and will constitute absolute transfers and conveyances, for fair and reasonably equivalent consideration, of all of the seller's right, title and interest in, to and under those assets for all purposes.

(g) SBCOG at no time has taken or will take any action that is inconsistent with any of the foregoing assumptions and that has given or will give (i) any creditor or future creditor of the Company cause to believe mistakenly that any obligation incurred by SBCOG has been or will be not only the obligation of SBCOG, but also of the Company, or (ii) any creditor or future creditor of either SBCOG or the Company cause to believe mistakenly that SBCOG and the Company have not been or will not continue to remain separate and distinct entities.

Section 4.03 Representations of Company. Company makes the following representations as of the Closing Date on which the SBCOG is deemed to have relied in selling the Assessment Installment Receivables to Company.

(a) *Due Organization, Existence and Company.* Company is a limited liability company, duly organized and validly existing under the laws of the State of Illinois, has full legal right, power and authority under the Constitution and laws of the State to enter into this Agreement, to purchase the Assessment Installment Receivables and the Collections from SBCOG, and to carry out and consummate all transactions contemplated hereby.

(b) *Due Execution.* By all necessary official action of Company, Company has duly authorized and approved the execution and delivery of, and the performance by it of the obligations contained in this Agreement, and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded.

(c) *Valid, Binding and Enforceable Obligations.* This Agreement constitutes the legal, valid and binding obligation of Company, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or affecting creditors' rights, generally.

(d) *No Conflicts.* The authorization, execution and delivery of this Agreement and compliance with the provisions of this Agreement do not and will not conflict with or constitute a breach of or default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which Company (or any of its officers in their respective capacities as such) are subject, or by which it or any of its

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properties are bound; nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation or instrument, except as may be provided by this Agreement.

(e) *Consents and Approvals.* No consent or approval of any trustee or holder of any indebtedness of Company and no consent, permission, authorization, order or license of, or filing or registration with, any governmental agency, is necessary in connection with the execution and delivery of this Agreement, or the consummation of any transaction herein or therein contemplated, except as have been obtained or made and as are in full force and effect.

(f) *No Litigation.* No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, is pending with service of process accomplished or, to the knowledge of Company, pending or threatened, that:

(i) in any way questions the legal existence of Company or the titles of the officers of Company to their respective offices that would have any material likelihood of affecting the obligations of Company under this Agreement;

(ii) contests the validity or the power and authority of Company to purchase the Assessment Installment Receivables from SBCOG;

(iii) affects, contests or seeks to prohibit, restrain or enjoin the execution and delivery of this Agreement, the purchase of the Assessment Installment Receivables by Company from SBCOG, or the payment of Collections on the Assessment Installment Receivables to the Company;

(iv) in any way contests or affects the validity of this Agreement or the consummation of the transactions contemplated hereby; or

(v) may result in any material adverse change relating to Company's ability to comply with its obligations under this Agreement.

Article V
Miscellaneous

Section 5.01 Amendment. This Agreement may be amended by an instrument in writing signed by SBCOG and the Company.

Section 5.02 Entire Agreement. This Agreement shall constitute the entire agreement between the parties hereto and is made solely for the benefit of the parties hereto. No other person shall acquire or have any right hereunder by virtue hereof, except as provided herein.

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Section 5.03 Notices. All notices or communications to be given under this Agreement shall be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other party in writing from time to time. Notice shall be effective either (a) upon actual receipt after deposit in the United States mail, postage prepaid, or (b) in the case of personal delivery to any person, upon actual receipt. The Company or SBCOG may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder.

If to the Company: FNA California, LLC
c/o First National Assets
201 W. Lake St. #165
Chicago, IL 60606
Attn: General Counsel

If to SBCOG: San Bernardino Council of Governments
1170 West 3rd Street, 2nd Floor
San Bernardino, California 92410
Attn: Carolyn Schindler, Executive Director

Section 5.04 No Assignment by SBCOG. Notwithstanding anything to the contrary contained herein, this Agreement may not be assigned by SBCOG.

Section 5.05 Limitations on Rights of Others. The provisions of this Agreement are solely for the benefit of SBCOG and the Company, and nothing in this Agreement, whether express or implied, shall be construed to give to any other Person any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

Section 5.06 Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 5.07 Separate Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 5.08 Headings. The headings of the various Articles and Sections herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

Section 5.09 Governing Law and Venue.

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(a) This Agreement shall be construed in accordance with the laws of the State, without reference to its conflict of law provisions, and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws.

(b) To the extent permitted by law, the parties hereto agree that any and all claims asserted against the Company arising under this Agreement or related thereto shall be heard and determined either in the courts of the United States located in Riverside, California or in the California State Courts located in San Bernardino, California.

(c) If SBCOG commences any action against the Company in a court located other than in Riverside or San Bernardino, California, upon request of the Company, SBCOG shall either consent to a transfer of the action to a court of competent jurisdiction located in Riverside (federal) or San Bernardino (State), California or, if the court where the action is initially brought will not or cannot transfer the action, SBCOG shall consent to dismiss such action without prejudice and may thereafter reinstitute the action in a court of competent jurisdiction in Riverside (federal) or San Bernardino (State), California.

(d) To the extent permitted by law, the parties hereto agree that any and all claims asserted against SBCOG arising under this Agreement or related thereto shall be heard and determined either in the courts of the United States located in Riverside County, California or in the California State Courts located in San Bernardino County, California.

(e) If the Company commences any action against SBCOG in a court located other than in Riverside (federal) or San Bernardino (State) County, California, upon request of SBCOG, the Company shall either consent to a transfer of the action to a court of competent jurisdiction located in Riverside (federal) or San Bernardino (State) County, California or, if the court where the action is initially brought will not or cannot transfer the action, the Company shall consent to dismiss such action without prejudice and may thereafter reinstitute the action in a court of competent jurisdiction in Riverside (federal) or San Bernardino (State) County, California.

(f) With respect to any action between SBCOG and the Company in California State Court brought in accordance with the provisions of this Section, SBCOG and the Company each hereby expressly waives and relinquishes any rights either might otherwise have (i) to move to dismiss on grounds of forum non conveniens; (ii) to remove to Federal Court; and (iii) to move for a change of venue to a California State Court outside the county in which it is pending.

(g) With respect to any action between SBCOG and the Company in Federal Court brought in accordance with the provisions of this Section, SBCOG and the Company each hereby expressly waives and relinquishes any right either might otherwise have to move to transfer the action to another United States Court.

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Section 5.10 Nonpetition Covenants. Notwithstanding any prior termination of this Agreement, SBCOG shall not, prior to the date which is one (1) year and one (1) day after the termination of this Agreement with respect to the Company, acquiesce, petition or otherwise invoke or cause the Company to invoke the process of any court or government against Company for the purpose of commencing or sustaining a case against the Company under any Federal or state bankruptcy, insolvency or similar law or appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official of the Company or any substantial part of its property, or ordering the winding up or liquidation of the affairs of the Company.**Successor Is Deemed Included In All References To Predecessor**. Whenever in this Agreement either SBCOG or the Company is named or referred to, such reference shall be deemed to include the successors thereof, and all the covenants and agreements in this Agreement by or for the benefit of SBCOG and Company shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

Section 5.12 Waiver of Personal Liability. No member, officer, agent or employee of the Company or SBCOG shall be individually or personally liable for the payment of any amount due hereunder or be subject to any personal liability or accountability by reason of the transactions described herein; but nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law or by this Agreement.

Section 5.13 Exclusive Right of First Refusal. SBCOG hereby grants to the Company an exclusive right of first refusal to purchase, upon similar and mutually agreeable terms in this Agreement, mutatis mutandis, Assessment Installment Receivables that become delinquent with respect to the Tax Years ending on June 30, 2026, June 30, 2027 and June 30, 2028 as follows:

(a) With respect to Assessment Installment Receivables secured by Properties that also secure Assessment Installment Receivables that were previously purchased by the Company, such purchases shall be documented by the execution of an agreement in the form of this Agreement, *mutatis mutandis*, with the purchase price and premium calculated in the same manner as this Agreement; and

(b) With respect to all other Assessment Installment Receivables, such purchases shall be documented by the execution of an agreement in the form of this Agreement, *mutatis mutandis*, with the purchase price and premium calculated in the same manner as this Agreement, modified as the parties mutually agree.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

SAN BERNARDINO COUNCIL OF GOVERNMENTS, formerly known as SAN BERNARDINO ASSOCIATED GOVERNMENTS

By _____
Name: Raymond W. Wolfe
Title: Executive Director

Approved as to Form

BEST BEST & KRIEGER LLP, as Bond Counsel

By: _____
Name: Mrunal M. Shah
Title: Partner

FNA CALIFORNIA, LLC

By _____
Name: John Eisinger
Title: CEO

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EXHIBIT "A"
ASSESSMENT INSTALLMENT RECEIVABLES SCHEDULE

Owner Name	Situs Address, San Bernardino Co.	Tax Parcel Number	Participant ID	Bond Series	Levy Amount	Paid Amount	Delinquent Installment		Delinquent Amount [2]	Penalty [3]	Interest [4]	Total Delinquent Assessment	Total Assessed Value [1]
							1st	2nd					

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EXHIBIT "B"
LIST OF MASTER INDENTURES

(a) Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of November 1, 2013, relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (First Residential Property Tranche – Phase One);

(b) Amended and Restated Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of September 3, 2014, relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (First Residential Property Tranche – Phase One);

(c) Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of September 3, 2014, relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (Second Residential Property Tranche – Phase One);

(d) Amended and Restated Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of March 4, 2015, relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (Second Residential Property Tranche – Phase One);

(e) Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of March 4, 2015 relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (Third Residential Property Tranche – Phase One);

(f) Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of July 1, 2015, relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (Fourth Residential Property Tranche – Phase One);

(g) Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of October 1, 2015, relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (Fifth Residential Property Tranche – Phase One);

(h) Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of January 1, 2016, relating to the San Bernardino Associated Governments Limited Obligation Improvements

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Bonds (SANBAG HERO Program) (Sixth Residential Property Tranche – Phase One);

(i) Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of May 1, 2016 relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (Seventh Residential Property Tranche – Phase One);

(j) Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of September 1, 2016, relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (Eighth Residential Property Tranche – Phase One);

(k) Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of January 1, 2017, relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (Ninth Residential Property Tranche – Phase One);

(l) Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of March 1, 2017, relating to the San Bernardino Associated Governments Limited Subordinate Obligation Improvement Bonds (SANBAG HERO Program) (First Residential Property Tranche – Phase One), as amended;

(m) Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of May 1, 2017, relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (Tenth Residential Property Tranche – Phase One);

(n) Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of September 1, 2017, relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (Eleventh Residential Property Tranche – Phase One);

(o) Amended and Restated Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of November 1, 2017, relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (Eleventh Residential Property Tranche – Phase One).

DRAFT

Attachment: Purchase and Sale Agreement - SANBAG - FY 2024-2025 - FNA California LLC-PDF (11700 : Purchase and Sale Agreement for

EXHIBIT "C"
EXCLUSION CRITERIA

1. On the Closing Date, an Assessment Installment Receivable that is not lawfully collectable or no longer constitutes a valid and existing lien on the subject Property.

2. On the Closing Date, an Assessment Installment Receivable where the subject Property (i) has been or is expected to be designated as a CERCLA or government designated environmental cleanup site or (ii) is subject to environmental contamination that could materially decrease the market value thereof.

3. On the Closing Date, a subject Property that is described as, owned by, or used for (a) vacant land, (b) a church or religious organization, (c) orphanages or other non-profit or charitable services, (d) sanitariums, convalescent and rest homes, (e) military properties, (f) forests parks or recreational areas, (g) public schools, (h) public colleges (i) public hospitals, (j) county properties, (k) state properties, (l) federal properties, (m) municipal properties, (n) utility properties (e.g., gas, electric, telephone, water, sewage, railroads, pipelines, canals, radio/tv/mobile communications towers), (o) subsurface rights, (p) right-of-way, streets, roads, irrigation channels and ditches, (q) rivers, lakes or other submerged lands, (r) sewage, disposal, solid waste disposal, borrow pits, drainage reservoirs, waste lands, marshes, sand dunes, or swamps or (s) heavy manufacturing or mineral processing.

4. At the time of origination, a subject Property, including improvements thereon, has an assessed value or market value of less than $75,000.

5. On the Closing Date, an Assessment Installment Receivable where the original date of delinquency is greater than three hundred sixty-five (365) days prior to the Cut-off Date.

6. An Assessment Installment Receivable that was not originated by a SANBAG or any of its authorized program administrators.

7. On the Closing Date, an Assessment Installment Receivable that has been (a) challenged as to amount, enforceability or validity, (b) the subject of litigation, (c) subject to right of rescission, right of setoff or counterclaim, or (d) subjected to the assertion of defenses with respect to any of the foregoing.

8. At the time of origination, an Assessment Installment Receivable where (a) the loan to value ratio of the existing mortgage is greater than ninety percent (90%) or (b) the ratio of the aggregate amount of debt secured by any lien on the related Property to the market value of the Property is greater than ninety-five percent (95%).

9. On the Closing Date, an Assessment Installment Receivable that is subordinate to other valid claims on the subject Property or that otherwise does not have a first lien.

DRAFT

Attachment: Purchase and Sale Agreement - SANBAG - FY 2024-2025 - FNA California LLC-PDF (11700 : Purchase and Sale Agreement for

Minute Action

AGENDA ITEM: 8

Date: July 2, 2025

Subject:
Revise Policy No. 10102 - Conflict of Interest Code

Recommendation:
That the Board, acting as the San Bernardino County Transportation Authority (SBCTA) and the San Bernardino Council of Governments:

A. Adopt revisions to Policy No. 10102, Conflict of Interest Code, to include post-service participation restrictions, as reflected in the attachment to this agenda item.

B. Adopt revisions to Appendix A to Policy No. 10102, Conflict of Interest Code, to update designated positions and disclosure categories, as reflected in the attachment to this agenda item.

C. Direct the SBCTA Clerk of the Board to submit the adopted Policy No. 10102 and Appendix A to the San Bernardino County Board of Supervisors for approval.

Background:
The Political Reform Act (Act) requires every local government agency that takes actions that foreseeably may materially affect economic interests to adopt a Conflict of Interest Code for its employees and officials. San Bernardino County Transportation Authority (SBCTA) has adopted a Conflict of Interest Code and it is set forth in SBCTA Policy No. 10102. The Conflict of Interest Code lists those employees or officials who are required to file a statement of economic interests ("designated positions") and prescribes the types of interests which must be disclosed by such officials ("disclosure categories").

In order to ensure the agency's designated positions and disclosure categories are reflective of the current organization and ability to affect economic interests, the Act requires agencies to review their conflict of interest codes at least biennially. As the filing officer, the SBCTA Clerk of the Board coordinates the biennial review, which shall be completed by September 1st of every even-numbered year. Even though this was completed in July 2024, there have been staff and organizational changes since that time. Staff has reviewed Policy No. 10102, Conflict of Interest Code, and recommends amendments to Appendix A, which lists designated positions that make or participate in the making of decisions which may foreseeably have a material effect on private financial interests, to include additional positions. The amended Appendix A, as recommended by staff, is attached to this agenda item. Staff also recommends adding a provision regarding post-service participation restrictions to Policy No. 10102, as reflected in the attachment to this agenda item.

The Act provides that where a multi-jurisdictional governmental agency is wholly within a county, the County Board of Supervisors is the code reviewing body for that agency. Accordingly, after the SBCTA Board reviews and adopts Policy No. 10102, Conflict of Interest Code, and its Appendix A, it must be submitted to the San Bernardino County Board of Supervisors for their review. Once SBCTA's Conflict of Interest Code is approved by the County Board of Supervisors, it is deemed effective.

Financial Impact:
This item has no financial impact on the adpoted Budget for Fiscal Year 2025/2026.
Entity: San Bernardino Council of Governments, San Bernardino County Transportation Authority

Reviewed By:
This item was reviewed and unanimously recommended for approval by the General Policy Committee on June 11, 2025. SBCTA General Counsel has reviewed this item and the proposed policy revisions.

Responsible Staff:
Marleana Roman, Clerk of the Board

Approved
Board of Directors
Date: July 2, 2025

Witnessed By:

San Bernardino County Transportation Authority/San Bernardino Council of Governments	**Policy**	**10102**
Adopted by the Board of Directors Sept. 2, 1992	Revised	~~07/03/2024~~07/02/2025
Conflict of Interest Code and Post-Service Participation Restrictions Policy	Revision No.	~~16~~17

Important Notice: A hardcopy of this document may not be the document currently in effect. The current version is always the version on the SBCTA Intranet.

Table of Contents

| Purpose | Policy | Revision History | Appendix A |

I. PURPOSE

The Political Reform Act, Government Code Sections 81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission (FPPC) adopted a regulation, Title 2 Calif. Code of Regulations (CCR) Section 18730, which contains terms of a standard conflict of interest code, which can be incorporated by reference into a local agency's conflict of interest code, and which may be amended by the ~~Fair Political Practices Commission~~ to conform to amendments in the Political Reform Act after public notice and hearings. This policy also sets forth agency policy regarding post-service participation restrictions (2 CCR Section 18741.1 et seq.).

II. ~~POLICY~~CONFLICT OF INTEREST

The terms of Title 2 CCR Section 18730 and any amendments to it duly adopted by the ~~Fair Political Practices Commission~~ are hereby incorporated by reference and, along with the attached Appendix A in which officials and employees are designated and disclosure categories are set forth, constitute the Conflict of Interest Code of SBCTA.

Individuals in designated ~~employees~~ positions shall file statements of economic interests with the Clerk of the Board who will make the statements available for public inspection and reproduction (Government Code Section 81008). All ~~S~~statements ~~for all designated employees~~ will be retained by the Clerk of the Board.

SBCTA and SBCOG will review this policy every even-numbered year, and if change in the policy is required, will revise the policy. SBCTA and SBCOG will file a statement of review with the San Bernardino County Board of Supervisors, ~~SBCTA's~~ the agencies' code reviewing body, every even-numbered year.

III. POST-~~-~~SERVICE PARTICIPATION RESTRICTIONS

No employee, official, or consultant who holds a position which entails the making, or participation in the making, of decisions which may foreseeably have a material effect on any financial interest, for a period of one year after leaving office or employment, shall, for compensation, act as agent or attorney for, or otherwise represent, any other person, by making any formal or informal appearance before, or by making any oral or written communication to, the Board or any committee or subcommittee thereof, any member of the Board, or any employee, if the appearance or communication is made for the purpose of influencing administrative or Board action, or influencing any action or proceeding involving the issuance, amendment, awarding or revocation of a permit, license, grant, or contract, or the sale or purchase of goods or property.

IIIV. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Amended Conflict of Interest Code for SANBAG approved.	09/02/92
1	Modifications to Appendix A and Appendix B approved.	02/05/97
2	Amendment to Appendix A approved by SANBAG Board of Directors.	04/05/00
3	Appendix A: Removed Advanced Transportation Development Manager	01/10/07
4	Par. I: Added paragraph heading PURPOSE. Par. II: Added paragraph heading POLICY; amended the first paragraph and added two new paragraphs that replace the existing text.	06/03/09

Attachment: Policy10102 - tracked version (11713 : Revise Policy No. 10102 - Conflict of Interest Code)

	Appendix A: Added Construction Manager, Contracts/Controls Manager, and Project Delivery Manager; changed category designation for Board of Directors (City designees, Executive Director, and Chief Financial Officer from Category 2 to Category 1; added clarification that Form 700s filed by the Board of Directors (County designees) are filed with the Clerk of the Board of Supervisors, not SANBAG; and revised the descriptions for Category 1 and Category 2.	
5	Appendix A: Added Director of Programming, Chief of Planning, Chief of Programming, Chief of Transit & Rail Programs, Human Resources & Information Services Administrator, and Procurement/Risk Management/Contracts Administrator. Changed the following titles: Director of Freeway Construction to Director of Project Delivery, Director on Intergovernmental & Legislative Affairs to Director of Legislative Affairs, Director of Planning/Programming to Director of Planning, and Director of Air Quality/Mobility Programs to Chief of Air Quality/Mobility Programs. Removed the Contracts/Controls Manager.	06/30/12
6	Appendix A: Added General Counsel – missed in Rev. 5. Corrected titles for Director and Chief of Fund Administration and Programming.	08/06/12
7	Amended Purpose, Policy, and Appendix A per BOD 12/3/14 (Agenda item 10)	12/03/14
8	Amended Purpose, Policy, and Appendix A per BOD 1/6/16 (Agenda item 7)	01/06/16
9	Revised to be consistent with SB1305. Change approved by the Board on January 4, 2017, Agenda Item 6.	01/04/17
10	Amendment to Appendix A approved by SBCTA Board of Directors 7/11/18 (Agenda item 5)	07/11/18
11	Appendix A: Revised category for Chief of Fiscal Resources and added Corridor Manager. Approved by the Board on June 5, 2019, Agenda Item 24.	06/05/19
12	Amendment to Appendix A approved by SBCTA Board of Directors 6/3/2020	6/3/2020
13	Appendix A: Revised footnote regarding when consultants are required to file Form 700. Approved by the Board on March 3, 2021, Agenda Item 38.	03/03/21
14	Appendix A: Revised job titles and provision defining which consultants are required to file a Form 700	02/02/2022
15	Appendix A: Updates to job titles. Approved by the Board on September 7, 2022, Agenda Item 6.	09/07/2022
16	Appendix A: Updates to job titles. Approved by the Board on July 3, 2024. Agenda Item 12	07/03/2024
17	Appendix A: Updates to job titles and add section for Post--Service Participation policy. Approved by the Board on July XX, 2025. Agenda Item XX.	07/02/2025

Attachment: Policy10102 - tracked version (11713 : Revise Policy No. 10102 - Conflict of Interest Code)

Conflict of Interest Code – Designated PositionsEmployees	Policy	10102 Appendix A

	Designated PositionsEmployees	Categories
1.	Accounting Manager	1
2.	Accounting Supervisor	2
3.	Assistant General Counsel	2
4.	Assistant Project Delivery Manager	2
4.5.	Board of Directors (County designees)*	1
5.6.	Board of Directors (City designees)	1
6.7.	Board of Directors Alternates (City designees)	1
7.8.	Board of Directors Ex Officio Alternate Member	1
8.9.	Board of Directors Ex Officio Member	1
9.10.	Chief Financial Officer	1
10.11	Chief of Air Quality/Mobility Programs	2
11.	Chief of Council of Governments and Equity Programs	2
12.	Chief of Express Lanes	2
13.12	Chief of Fiscal Resources	1
14.13	Chief of Fund Administration	2
15.14	Chief of Information Technology	2
16.15	Chief of Legislative and Public Affairs	2
17.16	Chief of Project Controls	2
18.17	Clerk of the Board/Administrative Manager	2
19.18	Construction Manager	2
20.19	Consultant **	2
21.20	Corridor Manager	2
22.21	Council of Government and Equity Programs Manager	2
23.22	Data and Analytics Program Manager	2
23.	Deputy Director of Express Lanes	1
24.	Deputy Director of Planning and Regional Programs	1
25.	Deputy Director of Transit and Rail Programs – Capital Delivery	1
26.	Deputy Executive Director	1
27.	Director of Express Lanes	1
27.	Director of Council of Governments	1
28.	Director of Fund Administration	1
29.	Director of Legislative and Public Affairs	1
30.	Director of Management Services	1
31.	Director of Planning and Regional Programs	1
32.	Director of Project Delivery and Express Lanes	1
33.	Director of Transit and Rail Programs	1
34.	Energy Program Manager	2
35.	Enterprise Risk Manager	2
36.	Executive Director	1

Attachment: Policy10102 - tracked version (11713 : Revise Policy No. 10102 - Conflict of Interest Code)

37.	Express Lanes Financial Supervisor	1
38.	General Counsel	1
39.	Grants Analyst	2
~~39.~~40	Legislative Analyst	1
41.	Multimodal Manager	2
~~40.~~42	Multimodal ~~Mobility~~ Programs Administrator	2
~~41.~~43	Planning Manager	2
~~42.~~44	Procurement Analyst (I, II and III)	2
~~43.~~45	Procurement Manager	2
46.	Programming Manager	2
~~44.~~47	Project Controls Analyst (I, II and III)	2
~~45.~~48	Project Controls Manager	2
~~46.~~49	Project Delivery Manager	2
~~47.~~50	Right of Way Manager	1
~~48.~~51	Right of Way Specialist	1
~~49.~~	~~Transit Manager~~	~~2~~

****** Consultants will be required to file a Form 700 under the following circumstances, as determined by the Department Director:

(1) They serve in a staff capacity with SBCTA or ~~SANBAG~~ SBCOG and either:

- Perform the same or substantially the same duties that would otherwise be performed by a staff member holding a position listed in this Policy; or
- Participate in making a government decision. A consultant participates in making a government decision if it provides information, an opinion or recommendation for the purpose of affecting a government decision without significant intervening substantive review.

Consultants under contract for a specific project only are not required to file a Form 700.

(2) The consultant's scope of work includes the ability to do any of the following:

- Approve a rate, rule, or regulation;
- Adopt or enforce a law;
- Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
- Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract that requires agency approval;
- Grant agency approval to a contract that requires agency approval and to which the agency is a party, or to the specifications for such a contract;
- Grant agency approval to a plan, design, report, study, or similar item;
- Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof.

***Form 700s filed by the Board of Directors (County designees) are filed with the Clerk of the County Board of Supervisors. A copy of this form must be filed with SBCTA.**

Disclosure Categories

CATEGORY I
Individuals in ~~D~~designated ~~employees~~ positions in this category shall disclose all sources of income, interests in real property, investments and business positions in business entities. Individuals in d~~D~~esignated positions ~~employees~~ in this category shall complete all schedules of Form 700, if applicable.

CATEGORY 2
Individuals in ~~D~~designated ~~employees~~ positions in this category shall disclose sources of income, investments, and business positions in business entities which provide services, supplies, materials,

Attachment: Policy10102 - tracked version (11713 : Revise Policy No. 10102 - Conflict of Interest Code)

machinery or equipment of the type purchased or utilized by the ~~department in which the designated employee is employed~~agency. Individuals in ~~D~~designated ~~employees~~ positions in this category shall complete all schedules of Form 700 except schedule B, if applicable.

Attachment: Policy10102 - tracked version (11713 : Revise Policy No. 10102 - Conflict of Interest Code)

San Bernardino County Transportation Authority/San Bernardino Council of Governments	**Policy**	**10102**
Adopted by the Board of Directors Sept. 2, 1992	Revised	07/02/2025
Conflict of Interest Code and Post-Service Participation Restrictions Policy	Revision No.	17

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II. CONFLICT OF INTEREST

The terms of Title 2 CCR Section 18730 and any amendments to it duly adopted by the FPPC are hereby incorporated by reference and, along with the attached Appendix A in which officials and employees are designated and disclosure categories are set forth, constitute the Conflict of Interest Code of SBCTA.

Individuals in designated positions shall file statements of economic interests with the Clerk of the Board who will make the statements available for public inspection and reproduction (Government Code Section 81008). All statements will be retained by the Clerk of the Board.

SBCTA and SBCOG will review this policy every even-numbered year, and if change in the policy is required, will revise the policy. SBCTA and SBCOG will file a statement of review with the San Bernardino County Board of Supervisors, the agencies' code reviewing body, every even-numbered year.

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Conflict of Interest Code – Designated Positions	Policy	10102 Appendix A

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2.	Accounting Supervisor	2
3.	Assistant General Counsel	2
4.	Assistant Project Delivery Manager	2
5.	Board of Directors (County designees)*	1
6.	Board of Directors (City designees)	1
7.	Board of Directors Alternates (City designees)	1
8.	Board of Directors Ex Officio Alternate Member	1
9.	Board of Directors Ex Officio Member	1
10.	Chief Financial Officer	1
11.	Chief of Air Quality/Mobility Programs	2
12.	Chief of Fiscal Resources	1
13.	Chief of Fund Administration	2
14.	Chief of Information Technology	2
15.	Chief of Legislative and Public Affairs	2
16.	Chief of Project Controls	2
17.	Clerk of the Board/Administrative Manager	2
18.	Construction Manager	2
19.	Consultant **	2
20.	Corridor Manager	2
21.	Council of Government Manager	2
22.	Data and Analytics Program Manager	2
23.	Deputy Director of Express Lanes	1
24.	Deputy Director of Planning and Regional Programs	1
25.	Deputy Director of Transit and Rail Programs – Capital Delivery	1
26.	Deputy Executive Director	1
27.	Director of Council of Governments	1
28.	Director of Fund Administration	1
29.	Director of Legislative and Public Affairs	1
30.	Director of Management Services	1
31.	Director of Planning and Regional Programs	1
32.	Director of Project Delivery and Express Lanes	1
33.	Director of Transit and Rail Programs	1
34.	Energy Program Manager	2
35.	Enterprise Risk Manager	2
36.	Executive Director	1
37.	Express Lanes Financial Supervisor	1
38.	General Counsel	1
39.	Grants Analyst	2
40.	Legislative Analyst	1

Attachment: Policy 10102 - Clean Version (11713 : Revise Policy No. 10102 - Conflict of Interest Code)

41.	Multimodal Manager	2
42.	Multimodal Programs Administrator	2
43.	Planning Manager	2
44.	Procurement Analyst (I, II and III)	2
45.	Procurement Manager	2
46.	Programming Manager	2
47.	Project Controls Analyst (I, II and III)	2
48.	Project Controls Manager	2
49.	Project Delivery Manager	2
50.	Right of Way Manager	1
51.	Right of Way Specialist	1

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- Perform the same or substantially the same duties that would otherwise be performed by a staff member holding a position listed in this Policy; or
- Participate in making a government decision. A consultant participates in making a government decision if it provides information, an opinion or recommendation for the purpose of affecting a government decision without significant intervening substantive review.

Consultants under contract for a specific project only are not required to file a Form 700.

(2) The consultant's scope of work includes the ability to do any of the following:

- Approve a rate, rule, or regulation;
- Adopt or enforce a law;
- Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
- Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract that requires agency approval;
- Grant agency approval to a contract that requires agency approval and to which the agency is a party, or to the specifications for such a contract;
- Grant agency approval to a plan, design, report, study, or similar item;
- Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof.

***Form 700s filed by the Board of Directors (County designees) are filed with the Clerk of the County Board of Supervisors. A copy of this form must be filed with SBCTA.**

Disclosure Categories

CATEGORY I
Individuals in designated positions in this category shall disclose all sources of income, interests in real property, investments and business positions in business entities. Individuals in designated positions in this category shall complete all schedules of Form 700, if applicable.

CATEGORY 2
Individuals in designated positions in this category shall disclose sources of income, investments, and business positions in business entities which provide services, supplies, materials, machinery or equipment of the type purchased or utilized by the agency. Individuals in designated positions in this category shall complete all schedules of Form 700 except schedule B, if applicable.

Attachment: Policy 10102 - Clean Version (11713 : Revise Policy No. 10102 - Conflict of Interest Code)

Minute Action

AGENDA ITEM: 9

Date: July 2, 2025

Subject:
Fiscal Year 2024/2025 Budget Action Plan - Fourth Quarter Report

Recommendation:
Receive the Fiscal Year 2024/2025 Budget Action Plan – Fourth Quarter Report.

Background:
The San Bernardino County Transportation Authority's (SBCTA) Fiscal Year 2024/2025 Budget Action Plan (BAP) establish the Board of Directors priorities for the year. The Executive Director uses this as a tool with the Executive Management Team to evaluate SBCTA's progress in achieving the Board's priorities. The Executive Director, or his designee, will provide quarterly updates on the status of the goals as listed in the attached BAP.

Financial Impact:
This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026.

Reviewed By:
This item was received by the General Policy Committee on June 11, 2025.

Responsible Staff:
Raymond Wolfe, Executive Director

Approved
Board of Directors
Date: July 2, 2025

Witnessed By:

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

San Bernardino County Transportation Authority
Fiscal Year 2024/2025 Budget Action Plan

Initiative #1: Transparent and Accountable Allocation Strategies

Division Strategy: Complete timely audits of Measure I and Transportation Development Act recipients

	Action Plan	Milestones	Milestone Status	Responsibility
1A	Manage and communicate with audit firm to plan and complete annual audits.	Q2	Completed December 2024.	Finance
	Inform Committees and Board of status of audits.	Q3	Completed May 2025.	
	Notes			

Division Strategy: Use strategic programming to ensure that no funds are lost

	Action Plan	Milestones	Milestone Status	Responsibility
1B	Manage projects closely with California Department of Transportation (Caltrans) to ensure adequate resources are available when projects are ready.	May 1 is Caltrans' deadline for guaranteed access to federal Obligation Authority (OA) – Q4	SBCTA coordinates monthly with SCAG and Caltrans regarding availability of Obligation Authority (OA), and there is no identified risk that OA will not be available for SBCTA projects this fiscal year.	Fund Administration, Project Delivery, Transit, Planning
		June 30 is California Transportation Commission (CTC) deadline for project allocation or extension requests - Q4	All SBCTA projects are either scheduled for allocation or for extension by the June deadline.	
	Manage projects to ensure funds are not lost.	Request allocation of competitive grant funds and State Transportation Improvement Program (STIP) for I-10 Contract 2 - Q4	First of two allocation requests was approved by the CTC in August 2024. The second request, a construction allocation, has been submitted for the June 2025 CTC meeting.	Fund Administration
		Request allocation of competitive grant funds for US 395 Phase 2 Q4	First of three allocation requests was approved by the CTC in October 2024. The second request, a construction allocation, was approved by the CTC in May 2025. The deadline for the third request is December 2025.	
		Request allocation of Planning, Programming and Monitoring funds for Fiscal Year 2025/2026 - Q4	The allocation request has been submitted for the June 2025 CTC meeting.	
	Notes			

Division Strategy: Protect San Bernardino County's equitable share of available state and federal funds

	Action Plan	Milestones	Milestone Status	Responsibility
1C	Develop funding strategies that maximize resources available and result in opportunities to seize additional state and federal funds.	Release Request for Proposals for Air Quality Consultant to remain eligible for Federal Congestion Mitigation and Air Quality Improvement funding - Q4	The RFP is scheduled to be released June 5, 2025.	Fund Administration
		Nominate projects to SCAG for programming of federal formula funds in accordance with the 2024 Update to the 10-Year Delivery Plan, and the 10-Year Plan for transit operators' implementation of the zero emission bus mandate (pending schedule for call for projects) - Q4	SBCTA is required to prioritize projects submitted to SCAG by San Bernardino County agencies. Prioritization criteria was approved by the Board in March 2025. Project nominations are due to SCAG in August 2025 and will be presented to the Board for prioritization in July 2025.	Fund Administration, Project Delivery, Transit
	Notes			

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Attachment: FY 24_25 Budget Action Plan Q4 Update (11712 : Fiscal Year 2024/2025 Budget Action Plan -

San Bernardino County Transportation Authority
Fiscal Year 2024/2025 Budget Action Plan

Division Strategy: Develop long-term bonding needs to help leverage other funds and deliver projects				
1D	Action Plan	Milestones	Milestone Status	Responsibility
	Establish plan for sales tax revenue bond program through development of the 2024 Update to the 10-Year Delivery Plan.	Present final 2024 Update to the 10-Year Delivery Plan to the Board for approval - Q3	Completed. The 10-Year Delivery Plan was approved by the Board in February 2025.	Fund Administration, Finance, Project Delivery, Transit, Planning
		Monitor implementation of the 2024 Update to the 10-Year Delivery Plan and Measure I revenue receipts to identify need for short-term borrowing – Ongoing	Ongoing.	
	Notes			
Division Strategy: Manage geographic equity in fund distribution across the County				
1E	Action Plan	Milestones	Milestone Status	Responsibility
	Manage long-term strategy for ensuring geographic equity in fund distribution over the life of the Measure.	Monitor results of SCAG project selection for federal formula funds and ensure long-term equity between subareas of San Bernardino County is maintained - Q4	Based on the call for projects schedule, SCAG project selection will not occur until November or December 2025.	Fund Administration
	Notes			
Division Strategy: Manage SBCTA railroad right-of-way in an efficient and comprehensive fashion				
1F	Action Plan	Milestones	Milestone Status	Responsibility
	Manage SBCTA railroad right of way in an efficient and comprehensive fashion.	Ongoing	Ongoing.	Transit
	Notes			
Initiative #2: Engender Public Trust				
Division Strategy: Secure an unmodified opinion of Comprehensive Annual Financial Report (Annual Report)				
2A	Action Plan	Milestones	Milestone Status	Responsibility
	Schedule a meeting with Executive Board officers and certified public accountant (CPA) firm to cover audit process and timing.	Q4	Will be scheduled for June or July 2025.	Finance
	Notes			
Division Strategy: Obtain Certificate of Achievement for Excellence in Financial Reporting				
2B	Action Plan	Milestones	Milestone Status	Responsibility
	Apply for Government Finance Officers Association (GFOA) award for the Annual Financial Report (Annual Report).	Q3	Application submitted in December 2024.	Finance
	Notes			

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San Bernardino County Transportation Authority
Fiscal Year 2024/2025 Budget Action Plan

Division Strategy: Obtain Distinguished Budget Presentation Award				
2C	Action Plan	Milestones	Milestone Status	Responsibility
	Apply for GFOA award for annual budget.	Q1	Application submitted in June 2024 and GFOA Award received in August 2024.	Finance
	Notes			
Division Strategy: Complete internal control self-assessment to identify areas of improvement.				
2D	Action Plan	Milestones	Milestone Status	Responsibility
	Complete review of annual internal control self-assessment (AICA).	Q4	Will be completed in June 2025.	Finance
	Notes			
Division Strategy: Implement the Records Retention Schedule				
2E	Action Plan	Milestones	Milestone Status	Responsibility
	Continue with the implementation of the Records Retention Program, including establishing quarterly meetings with records coordinators, two annual clean up days, a system that will assist tracking which documents have passed retention.	Clean up day - Q1 & Q3	Completed in July/August and December/January.	Executive Administration and Support, Management Services
		Automate retention to remaining libraries in Laserfiche - Q4	Delayed. Working with vendor to solve automation issues in Laserfiche.	
		Automate retention to four (4) department sites in SharePoint - Q4	Delayed. Working with vendor to solve automation issues in SharePoint.	
	Notes			
	Records destroyed by Q4: 254 boxes of hardcopy records, 222 paper records and 3,565 electronic records.			
Division Strategy: Streamline Agency Operations				
2F	Action Plan	Milestones	Milestone Status	Responsibility
	Update procurement templates.	Q4	Delayed to FY 2025/2026.	Finance, General Counsel
	Begin implementation of new enterprise resource system (accounting system).	Q1	The contract with Oracle in process.	Finance, Project Delivery, Management Services
	Implement Microsoft 365 G5 Licenses.	Q4	Completed December 2024.	Management Services
	Notes			

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Initiative #3: Focus on Creating and Strengthening Collaborative Partnerships with Governmental and Business Entities

Division Strategy: Work with other governments and business groups to leverage resources for our region's benefit

	Action Plan	Milestones	Milestone Status	Responsibility
3A	Prepare tools to assist local agencies with changes to statewide housing policies and environmental regulations.	Update Work Plan for the Council of Governments - Q3	Significant outreach occurred to SBCOG subregions in Q1 to identify activities of greatest interest for the work plan. The Work Plan was updated and offered for consideration and approval in Q2. The Work Plan, Policies, and Bylaws were adopted in November 2024 by the Board. A progress report was provided to GPC in March 2025.	COG, General Counsel
		Provide Technical Assistance to jurisdictions through REAP 2.0 Program - Ongoing	Full REAP 2.0 funding awarded but MOU execution with SCAG is expected to be complete in Q4.	
	Partner with local and government agencies to improve opportunities in workforce development.	Continue to incorporate small business interests into B2B - Q2	The event was to take place in Q4, however, staff capacity was impacted on this item due to medical leave, and event will now occur under the new consultant in FY 2025/2026.	
		Small Business Study to be presented to CCMTAC and Board - Q1	The General Policy Committee was presented with the study in September 2024, and some of the recommendations were added to the approved Work Plan. They will be implemented as approved.	
	Establish Housing Trust JPA.	Execute JPA with member agencies - Q3	REAP funding secured. Housing Trust SCAG MOU approval was delayed, but occurred in Q3, and implementation process for JPA is beginning.	
		Review draft Administrative Plan - Q4	MOU was delayed but now approved. Admin Plan is beginning development.	
	Smart County Master Plan.	Complete Plan - Q3	Amendment No. 1 presented in Q3 focused on implementing 2 projects, using project cost savings. Amendment No. 1 was approved, and the consultant team is now moving forward with Cad-to-Cad and Call Box program alternative implementation.	
	Continue close coordination with Brightline West to support their construction along the San Gabriel Subdivision between I-15 and Cucamonga Station, as well as coordinated development of the Cucamonga Station.	Ongoing	Cucamonga station agreements and local rail service agreements approved at the July 2024 Board.	Transit
	Complete the RAISE grant agreement and subrecipient agreement for the construction of the Brightline West High Desert Stations.	Q1	Delayed to Q4. FRA and Brightline prioritized finalizing the NDOT $3 billion grant, which was completed in Q2. Discussions related to the Brightline West High Desert Stations have resumed and the final RAISE agreement is pending approval from FRA.	Transit
	Notes			

Division Strategy: Enhance COG role, and leverage synergy of being the CTA and COG

	Action Plan	Milestones	Milestone Status	Responsibility
3B	Plan annual City/County Conference.	In person conference set for Spring 2025.	Conference held May 8-9, 2025 at the Lake Arrowhead Resort (250 participants)	Legislative/Public Affairs, COG
	Collaborate with member agencies through City/County Manager Technical Advisory Committee (CCMTAC).	Ongoing bi-monthly meetings	Ongoing.	
	Notes			

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San Bernardino County Transportation Authority
Fiscal Year 2024/2025 Budget Action Plan

Division Strategy: Enhance SBCOG's and the region's ability to compete for grant funding				
	Action Plan	Milestones	Milestone Status	Responsibility
3C	Host Workshop.	Q3	SBCTA/SBCOG typically hosts an annual workshop. FY 2024/2025 has been focused on developing the grant team within the agency and the framework under which we will proceed. Staff will be implementing the workshops in FY 2025/2026 thorough support of the on-call consultants.	COG
	Communicate grant opportunities to member agencies. Expand the function of SBCOG with regard to grant and project development.	Establish a project development process and grant writing coordination through SBCOG on behalf of member agencies - Q3	SBCTA/SBCOG has reintegrated the grant tracking. The Grant Framework was approved by the Board in May, information is being provided to member agencies, and the implementation plan will be reviewed by the Board in Q1 2025/2026.	
		Continue to provide updates to member agencies on new grant opportunities - Ongoing	The Grants Analyst has been seeking grant identification and writing support through a consultant team. SBCTA staff has been highlighting grant opportunities to member agencies. Once the consultant is on-board, these updates will become more comprehensive.	
	Notes			

Division Strategy: Assist local governments with environmental and efficiency initiatives				
	Action Plan	Milestones	Milestone Status	Responsibility
3D	Award contract for the replacement of the EV chargers in employee parking lot.	Q1	Fast chargers installed and operational. Work completed in Q3.	Transit
	Work with local agencies with Zero Emission Vehicle (ZEV) readiness plan and assist in identifying grant opportunities for charging infrastructure.	Ongoing	Developing EV charging projects in conjunction with private vendors for purposes of SB 1 TCEP, CPRG grant with AQMD, and support letters for various local projects. Executed a contract task order with a consultant to begin work on comprehensive energy project list with member jurisdictions. Progress report provided at October GPC.	Air Quality/Mobility
	Assist local agencies with reducing energy consumption and achieving savings through formation of the Inland Regional Energy Network (I-REN).	Ongoing	Annual report update was provided at the April Board meeting. A Workforce Roundtable meeting took place to promote a partnership with the County Workforce Development Department. Engaged with various public agencies to increase the number of host sites for I-REN Fellowship opportunities, and completed the first I-REN public sector Cash for Kilowatts incentive project.	
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San Bernardino County Transportation Authority
Fiscal Year 2024/2025 Budget Action Plan

Initiative #4: Accelerate Delivery of Capital Projects

Division Strategy: Support Delivery the West Valley Connector Phase I

	Action Plan	Milestones	Milestone Status	Responsibility
4A	Complete Stage 1 (North Side of Holt Blvd)	Q2	Delayed to Q4 due to SCE's underground project along Holt Blvd has not started. A workaround is in place to shift work to the south side, except for the limits of SCE's underground project.	Transit

Notes

Division Strategy: Produce Zero Emission Multiple Unit

	Action Plan	Milestones	Milestone Status	Responsibility
4B	Complete ZEMU testing program	Q2	Delayed to Q1 FY25/26. PTC software update is needed and additional testing will be required to validate the update.	Transit
	Complete construction of hydrogen fuel station	Q4	Updated schedule according to the executed contract puts completion of the hydrogen fuel station to Q1 of FY 26/27.	
	Complete construction of maintenance facility retrofit	Q4	Delayed to Q1 FY 25/26. Awaiting power cutover to the new equipment.	

Notes

The ZEMU testing program was substantially complete in Q3. However, a software update is needed for the Positive Train Control (PTC) system, which may push out FRA approval and the start of revenue service. Substantial completion of the maintenance facility retrofit is scheduled July 2025; awaiting SCE confirmation for power cutover to the electrical equipment. The contract for a temporary fueler has been executed and is planned to be used for the start of revenue service. The contract for permanent fueling equipment was executed in May 2025 and is scheduled to be completed in Q1 of FY 26/27.

Division Strategy: Deliver the Tunnel to ONT Project

	Action Plan	Milestones	Milestone Status	Responsibility
4C	Environmental Document approval	Q2	Completed. Public circulation was completed in Q2, and final CEQA approval was completed in Q3. NEPA approval was completed in Q4.	Transit
	Award design-build contract	Q4	Delayed to Q2 FY 25/26.	

Notes

Environmental Clearance is complete, and Design Build Contract Proposals are scheduled to be submitted in Q1 FY 25/26.

Division Strategy: Delivery of Capital Projects - Plans, Specifications and Estimate (PS&E); Engineering Reports Milestones:

	Action Plan	Milestones	Milestone Status	Responsibility
4D	I-10 Mount Vernon Avenue	PS&E approval - Q1	Delayed to Q1 FY25/26. ROW certification, pending utility agreement with the City of Colton, was achieved at the end of April 2025. The 100% PS&E approval is pending Caltrans review of the submittal that was sent to Caltrans on May 30, 2025.	Project Delivery
	US-395 Widening Project - Phase 2	PS&E approval - Q4	On schedule.	

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San Bernardino County Transportation Authority
Fiscal Year 2024/2025 Budget Action Plan

Division Strategy: Delivery of Capital Projects - Construction Milestones:				
	Action Plan	Milestones	Milestone Status	Responsibility
4E	SR-210 Waterman Avenue	Start construction - Q1	Delayed to Q3. Construction NTP was issued on January 6, 2025.	Project Delivery
	I-215 University Parkway	Start construction - Q1	Delayed to Q2. Contract award was delayed because the cooperative agreement needed to be amended, which required SBCTA Board action and San Bernardino City Council action. The coop agreement has been amended. The Notice of Award was sent to the contractor on August 20, 2024. The construction NTP was issued on December 19, 2024. Construction duration is anticipated to be one year.	
	I-10 Mount Vernon Avenue	Start construction - Q2	Delayed to Q2 FY25/26. The ROW certification, delayed by the negotiation and execution of the Colton electric utility agreement in the design phase, pushes the construction start into the 2nd quarter. The construction NTP is estimated to be issued in September 2025.	
	I-215 Bi-County/Segment 5 Landscaping	Start construction - Q3	Delayed to Q1 FY 25/26. Final design approval by Caltrans was anticipated in December 2024. However, not only did Caltrans respond beyond their typical response window, but another set of additional comments were received from Caltrans. The final package was resubmitted to Caltrans on April 30, 2025. Caltrans approval is expected by the end of June 2025. The new target construction start date is December 2025.	
	North First Avenue Bridge over BNSF	Complete for Beneficial Use - Q1	Completed.	
	SR-210 Waterman Avenue	Complete for Beneficial Use - Q3	Delayed to Q2 FY25/26. Construction start was delayed because cooperative agreement had to be amended to add funding; this pushed the entire schedule. Beneficial use target is October 2025.	
	Metrolink ATP - Phase 2	Complete for Beneficial Use - Q3	On schedule.	
	I-10 Cedar Avenue	Complete for Beneficial Use - Q4	Delayed to Q1 FY 26/27 due to railroad and contractor related delays.	
	I-10 Eastbound Truck Climbing Lane	Complete for Beneficial Use - Q4	On schedule.	
	Notes			

Attachment: FY 24_25 Budget Action Plan Q4 Update (11712 : Fiscal Year 2024/2025 Budget Action Plan -

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San Bernardino County Transportation Authority
Fiscal Year 2024/2025 Budget Action Plan

	Action Plan	Milestones	Milestone Status	Responsibility
Division Strategy: Delivery of Express Lanes Projects				
4F	I-10 Corridor Freight and Express Lanes Project (Contract 2) Segment 2a	PS&E approval - Q2	Delayed to FY 26/27 Q1. The target date for RTL 2A has been postponed to June 2025. This extension provides additional time to capture and incorporate lessons learned from Contract 1. It also allows for contingencies related to ROW certification, which involves agreements with UPRR, as well as the design approval process.	Project Delivery
	I-10 Corridor Freight and Express Lanes Project (Contract 2) Segment 2b	PS&E approval - Q4	Delayed to Q2 FY25/26. The RTL target date for 2B has been extended to September 2025. This extension allows for additional time to capture and incorporate lessons learned from Contract 1, as well as to accommodate contingencies for the ROW certification, which involves agreements with UPRR and the design approval process.	
	I-15 Corridor Freight and Express Lanes Project (Contract 1)	Start construction - Q2	Delayed to Q3. Bids came in higher than anticipated. Additional funding was allocated to the project at the October 2024 CTC meeting. The construction contract was awarded at the October 2024 Board meeting and executed in November 2024. Construction NTP was issued on February 3, 2025.	
	I-10 Corridor Freight and Express Lanes Project (Contract 1)	Complete for Beneficial Use - Q1	The express lanes opened in Q1 on August 28, 2024, but substantial completion is still pending.	Express Lanes
	Notes			
Division Strategy: Support Delivery of Gold Line				
	Action Plan	Milestones	Milestone Status	Responsibility
4G	Present Funding Agreement and Operations and Maintenance Agreement to SBCTA Board.	Q1	Delayed to Q1 FY 25/26. The funding agreement and O&M agreement are currently under negotiations.	Transit
	Monitor SBCTA funding gap and LA Metro funding commitment to build to the County line.	Q3	Delayed to Q1 FY 2026/2027 based on the new CMAR procurement approach.	Transit
	Notes			
	Bids for the Montclair extension were received in Q3, but the Gold Line Construction Authority decided to cancel the design-build procurement and pursue a new path to deliver the Pomona to Montclair project using a Construction Manager at Risk (CMAR) delivery method. Design Contract Award is scheduled for October 2025, CMAR Contract Award for February 2026, and CMAR Bids with Guaranteed Maximum Price for August 2027.			
Initiative #5: Maximize Funding Opportunities and Cost-Effectiveness of Investments				
Division Strategy: Conduct regional forums to discuss issues of importance across our region				
	Action Plan	Milestones	Milestone Status	Responsibility
5A	Advocate for policies and funding formulas at the state and federal levels that are favorable for SBCTA to construct and deliver transportation projects.	Ongoing	As of May 2025, SBCTA has taken positions on the following bills: AB 334 (Petrie-Norris) - support, AB 394 (Wilson) - support, SB 800 (Reyes) - support, AB 735 (Carrillo) - oppose, SB 415 (Reyes) - oppose.	Legislative/Public Affairs
	Support for legislation regarding progressive design build delivery and oppose legislation that would adversely impact transportation funding. Build coalitions in support of state and federal transportation grant applications and budget items as well as additional transit operational funding. Maintain good working relationships and communication with state and federal officials.	Ongoing	Continue to monitor amendments and changes to legislative proposals as they make their way through the second house of the legislature.	Legislative/Public Affairs
	Notes			

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Division Strategy: Operate and Maintain SB Express Lanes				
5B	Action Plan	Milestones	Milestone Status	Responsibility
	I-10 Corridor Freight and Express Lanes Project (Contract 1) Operations and Maintenance.	Ongoing starting Q1	On schedule.	Express Lanes
	Notes			

Initiative #6: Awareness of SBCTA Programs, Services, and Transit Options

Division Strategy: Build awareness of SBCTA programs and services				
6A	Action Plan	Milestones	Milestone Status	Responsibility
	Highlight Measure I's contributions to the region's transportation system. Annual state of transportation event; monthly blog series "Measure I (Impact)", include in SBCTA President speeches.	Ongoing	Countywide Measure I education program from May through September of 2025.	Legislative/Public Affairs, Fund Administration
	Market SBCTA identity, promote awareness of programs and services. Employee spotlight blog series.	Ongoing	Continued use of on-call for support and marketing of SBCTA projects, programs and events with traditional and social media platforms.	Legislative/Public Affairs
	Notes			
Division Strategy: Leverage and grow public outreach and communication services				
6B	Action Plan	Milestones	Milestone Status	Responsibility
	Continue to enhance traditional and social media presence by providing project updates, alerts, and information.	Ongoing	Continue to support Project Delivery and Transit departments with public outreach services.	Legislative/Public Affairs
	Utilize On-Call Public Outreach Contracts, On-Call Graphic Design Services Contracts, Marketing & Branding Services Contract to utilize new tools and capitalize on communication opportunities throughout the region.	Ongoing	Continued use of on-call for support and marketing of express lanes, promoting the arrival of ZEMU, Arrow service, and SBCTA accomplishments with "SBCTA Today".	Legislative/Public Affairs, Transit
	Utilize On-Call Outreach, Marketing and Branding Services Contract to support each department in their efforts to communicate internally and externally.	Ongoing	Continue to provide services for the Annual Budget book, 10-Year Delivery Plan, COG communicator.	Legislative/Public Affairs, Fund Administration
	Notes			
Division Strategy: Highlight transit options in San Bernardino County				
6C	Action Plan	Milestones	Milestone Status	Responsibility
	In partnership with transit operators, highlight transit connectivity options in the region. Provide legislative information and updates, advocate at the state and federal levels for transit maintenance and operations funding.	Ongoing	Continued coordination with the Transit Department.	Legislative/Public Affairs, Transit
	Notes			
Division Strategy: SB Express Lanes Customer Support				
6D	Action Plan	Milestones	Milestone Status	Responsibility
	Manage SB Express Lanes Walk-In Center.	Ongoing	Ongoing	Express Lanes
	Manage SB Express Lanes Website.	Ongoing	Ongoing	Express Lanes
	Notes			

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San Bernardino County Transportation Authority
Fiscal Year 2024/2025 Budget Action Plan

Initiative #7: Long Range Strategic Planning

Division Strategy: Analyze long range transportation strategy in a financially constrained framework

	Action Plan	Milestones	Milestone Status	Responsibility
7A	Prepare a Long Range Multimodal Transportation Plan (LRMTP).	Draft LRMTP - Q3	Consultant prepared full draft of the LRMTP in December 2024 for review. Comments received through mid-January 2025 and Final LRMTP delivered by end of February. MVSS and MDC recommended LRMTP to Board for approval.	Planning, Transit, Fund Administration
		Final LRMTP - Q4	Final LRMTP approved by Board at March 5, 2025 meeting.	
	Prepare for the 2028 Southern California Association of Governments (SCAG) Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS).	Work with SCAG to establish project schedule - Q3	No updated schedule has been provided by SCAG as yet.	Planning, Fund Administration
		Begin setting up San Bernardino County Growth Projection Model - Q4	Work on growth projections has begun, in collaboration with SCAG.	
	Notes			

Division Strategy: Conduct strategic planning of Measure I projects and update policies to be consistent with practice

	Action Plan	Milestones	Milestone Status	Responsibility
7B	Maintain Measure I Strategic Plan Parts 1 and 2.	Ongoing	Updates to the Local Pass-Through policies to address any withheld funds at the close of the Measure were approved by the Board in December 2024.	Planning, Fund Administration
	Notes			

Division Strategy: Provide current, quality planning data

	Action Plan	Milestones	Milestone Status	Responsibility
7C	Support other departments with data analysis and mapping/Geographic Information System (GIS).	Ongoing	Mapping provided for LRMTP, call box removal, support for 10-Year Delivery Plan, etc.	Planning
	Update SBTAM "Plus" modeling system.	Model Validation Report - Q1	SBTAM project completed. Executed vendor subscriptions and made training videos available.	
		Vehicle Miles Traveled/Land Use Model and Scenario Samples - Q2	Model made accessible to the consulting community for use on local projects.	
		Final Documentation & Presentation - Q4	Completed.	
	Incrementally implement an SBCTA agency-wide data and analytics dashboard.	Ongoing	Ongoing.	
	Notes			

Division Strategy: Conduct subarea and modal studies

	Action Plan	Milestones	Milestone Status	Responsibility
7D	State Route 247/62 Emergency Bypass Lane Study.	Phase 1 report - Q4	Have held 3 meetings of the Cajon Pass Working Group. Conducted incident analysis in Q3. Completed draft of the Cajon Pass Emergency Bypass Strategy (Phase 1 of project) in May and reviewed by MVSS and MDC in June.	Planning
	Notes			

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Initiative #8: Environmental Stewardship, Sustainability, and Grant Applications

Division Strategy: Monitor and Provide Input to State, Federal, and Regional Plans and Guidelines

	Action Plan	Milestones	Milestone Status	Responsibility
	Provide technical comments on draft reports, plans, and guidelines from Caltrans, CTC, OPR, CARB, CalSTA, and other state agencies.	Ongoing	Provided comments on SB 1 grant guidelines for Cycle 4 TCEP and SCCP. Provided comments on CAPTI and Caltrans TAF/TAC in Q2.	Planning, COG
8A	Prepare Grant Applications for state (e.g. SB 1, Active Transportation, etc.), federal (e.g. RAISE, INFRA/Mega, etc.) and other funding.	Senate Bill 1 (SB1) Grant(s) Submitted - Q2	Worked with jurisdictions to prepare specific projects for TCEP funding. Submitted Baker Blvd. and WattEV truck charging TCEP grant in November. Worked with Caltrans on partnership for SCCP grant for ONT Connector.	Planning, Fund Administration
		Other state and federal grants - Ongoing	Planning and Fund Administration worked together on STBG and CMAQ funding applications, which were submitted to SCAG in May 2025.	
	Notes			

Division Strategy: Assist jurisdictions, developers, and other stakeholders with area-wide sustainability studies

	Action Plan	Milestones	Milestone Status	Responsibility
	Begin development of Vehicle Miles Traveled (VMT) mitigation bank and/or approaches to mitigation under SB 743.	Establishment of the Program Structure - Q2	REAP funding received, and consultant selected for VMT mitigation bank development. Draft Administrative Plan prepared in Q4.	Planning
		Start VMT App Development - Q3	Completed Concept of Operations, and consultant brought on an app developer in Q4. Project had a late start due to delays in REAP 2.0 funding, but development now proceeding at a rapid pace.	
8B	Countywide Evacuation Route Study and Modeling for member jurisdictions.	Initiate project - Q2	Project initiated in Q2 and consultant preparing local compliance assessments per SB 99 and AB 747.	
		Begin Modeling Work - Q3	Began in Q3 and adapting to support input from jurisdictions and WRCOG.	
	Assist local agencies with housing initiatives under Regional Early Action Plan (REAP) 2.0.	Begin Project - Q1	REAP funding for CTC received and the transportation side of local projects are well under way. The COG side of the work is with the SCAG MOU process, which was delayed due to State budget.	
	Notes			

Division Strategy: Prepare effective active transportation plans

	Action Plan	Milestones	Milestone Status	Responsibility
	Implement Safe Routes to School Program (with SBCSS and the County DPH).	Complete Programs - Q4	Work continuing. Extended to Q4 FY 2025/2026.	Planning
8C	Manage Transit Development Act (TDA) Article 3 bike/pedestrian project invoicing.	Ongoing	TDA Article 3 Call For Projects issued in Q4.	
	Notes			

Attachment: FY 24_25 Budget Action Plan Q4 Update (11712 : Fiscal Year 2024/2025 Budget Action Plan -

San Bernardino County Transportation Authority
Fiscal Year 2024/2025 Budget Action Plan

Division Strategy: Implement components of ATP Metrolink Station Accessibility Grant				
	Action Plan	Milestones	Milestone Status	Responsibility
8D	Implementation of Phase 2 of the Bicycle and Pedestrian improvements around the Metrolink Stations on the San Bernardino and Riverside Lines.	Construction Completion for Beneficial Use - Q3	Completed for beneficial use in Q3. Held ribbon cutting in Q4.	Planning, Project Delivery
	Notes			
Division Strategy: Develop and administer programs to improve the efficient use of our existing freeway network				
	Action Plan	Milestones	Milestone Status	Responsibility
	Manage the Southern California 511 (SoCal 511) program with other County Commissions.	Ongoing	Continuing coordination with LA, Orange, Riverside and Ventura counties.	Air Quality/Mobility
8E	Administer Freeway Service Patrol (FSP) and call box system to improve traffic safety, reduce congestion and traffic delays.	Ongoing. Present annual report on programs to Board - Q4	Monitoring and coordination of program continues. Board approved options for FSP cost savings is being implemented.The Board approval to decommission the motorist aid call boxes is underway and is scheduled to be completed by the end of this fiscal year.	
	Notes			
Division Strategy: Support access to jobs, healthcare, and education while reducing roadway congestion				
	Action Plan	Milestones	Milestone Status	Responsibility
8F	Administer multi-modal programs to reduce congestion and improve quality of life including coordination with transit providers and Consolidated Transportation Service Agencies (CTSA) serving San Bernardino County.	Work with the transit providers and CTSAs, to identify key activities for inclusion in the SBCTA LRMTP based on the approved Public Transit-Human Services Transportation Coordination Plan – Q3	LRMTP was completed in Q3. A "top tier" of Priority Transit Routes for the Valley was identified and included in the Final LRMTP. Final LRMTP was reviewed by MVSS and MDC and approved by Board on March 5.	Planning
	Notes			
Initiative #9 Meet Equity Goals of SBCTA/SBCOG				
Division Strategy: Ensure Equity goals met for internal structure and policies				
	Action Plan	Milestones	Milestone Status	Responsibility
9A	Establish equity goals and policies for ensuring structural equity within the business processes and procedures within SBCTA/SBCOG.	Project outreach in Q1 and Q2	Project is midpoint in Q2 and a draft definition, role, and goals was brought to the Board for consideration in Q3. Working on federal compliance with new requirements from USDOT.	COG
	Notes			
Division Strategy: Ensure Equity goals met for projects and programs implemented in collaboration with SBCOG/SBCTA member agencies				
	Action Plan	Milestones	Milestone Status	Responsibility
9B	Small Business Training Program.	Study to be presented - Q1	Small business study presented to Board in Q1.	COG
	Notes			

Yellow shading means the work is behind schedule
Red text signifies urgent and significant challenges in completing the task

Attachment: FY 24_25 Budget Action Plan Q4 Update (11712 : Fiscal Year 2024/2025 Budget Action Plan -

Minute Action

AGENDA ITEM: 10

Date: July 2, 2025

Subject:
Award Contract No. 25-1003218 for Freeway Service Patrol Services - Beat No. 11/29

Recommendation:
That the Board, acting as the San Bernardino County Transportation Authority:

A. Award Contract No. 25-1003218 to Royal Coaches Auto Body and Towing, Inc., for Freeway Service Patrol (FSP) services along Beat No. 11/29 from April 1, 2026, through March 31, 2031, for a not-to-exceed amount of $2,569,215, to be funded with State FSP Funds.

B. Approve a contract contingency for a not-to-exceed amount of $743,350 for Contract No. 25-1003218 for Construction FSP services and authorize the Executive Director, or their designee, to release contingency as necessary.

Background:
The Freeway Service Patrol (FSP) Program consists of a fleet of tow trucks patrolling urban freeways for the purpose of assisting motorists with their disabled vehicles during peak periods of congestion. The stretch of highway that the fleet patrols up and down is referred to as a "Beat." The FSP Program is extremely beneficial to the motoring public by reducing the amount of time a motorist is in an unsafe condition in traffic lanes, reducing traffic delays, and decreasing fuel consumption, vehicular emissions, and secondary incidents. San Bernardino County Transportation Authority (SBCTA) began its program in January 2006 and has eight separate Beats in operation, assisting more than 6,000 motorists each month.

The current contracts for FSP Beat No. 11 and Beat No. 29 are set to expire on March 31, 2026. Pursuant to the SBCTA Board of Directors (Board) approval on November 6, 2024, because of long-term budget forecasts regarding the FSP Program, Beat 11 and Beat 29 will be combined starting April 1, 2026. They will be known as Beat 11/29, covering Interstate 10 (I-10) from Sierra Avenue in the City of Fontana to County Line Road in the City of Yucaipa, a distance of approximately 20.5 miles.

The solicitation process for Beat 11/29 was as follows:

SBCTA released Request for Proposals (RFP) No. 25-1003218 on January 21, 2025, seeking a knowledgeable and experienced firm to provide services for FSP Beat 11/29.

The RFP notification for this project was received by 52 firms registered on PlanetBids and was downloaded by 14 firms. A Pre-Proposal conference took place on February 12, 2025, and was attended by five firms.

On March 12, 2025, SBCTA received three proposals by the 2:00 pm deadline from Carpe Carma DBA Pomona Valley Towing, Pepe's Towing Service, Inc., and Royal Coaches Auto Body & Towing, Inc. The procurement professional reviewed each proposal and determined all three proposals were responsive to the requirements of the RFP.

The Evaluation Committee (Committee) consisted of two SBCTA staff, one Riverside County Transportation Commission representative, and one California Highway Patrol representative. Each Committee member independently read and scored each firm's proposal.

On March 27, 2025, the Committee met to evaluate and rank the firms based on qualifications, related experience, references, staffing and organization, and work plan. The panel members individually scored the proposals based on the following evaluation criteria: Qualifications of the Firm – 25 points, Proposed Staffing and Project Organization – 25 points, Work Plan – 25 points, and Price – 25 points, for a total of 100 points.

On April 10, 2025, all three firms were invited to interview to further assess their capabilities to fulfill the obligations of the Scope of Work (SOW). The Committee members independently scored each contractor based on the firms' answers to questions.

The interview and technical proposal were weighted 50% and 50%, respectively. As a result of the scoring, the Committee recommended that the contract to perform the SOW, as outlined in RFP No. 25-1003218, be awarded to Royal Coaches Auto Body & Towing, Inc. The firm ranked first in technical score and overall score. The firm clearly demonstrated a thorough understanding of the SOW and proposed an overall solid team.

Conclusively, staff recommends Royal Coaches Auto Body & Towing, Inc., be awarded the contract in the amount not-to-exceed $2,569,215 for a term through March 31, 2031.

Staff also recommends a contingency amount for the contract for Beat No. 11/29 for future SBCTA-led Construction FSP (CFSP) services on the I-10. When it is determined that CFSP services are needed, staff will coordinate with the project team to determine the best hours of operation needed for these services.

Staff is also recommending that the Board approve and authorize the Executive Director, or their designee, to release contingency funds for Contract No. 25-1003218 in a not-to-exceed amount of $743,350 if and when that were to become necessary.

Financial Impact:
This project is funded with 80% State FSP funds and 20% DMV Safe funds for regular FSP services in Program 15, Commuter and Motorist Assistance and is included in the adopted Budget for Fiscal Year 2025/2026.

Reviewed By:
This item was reviewed and unanimously recommended for approval by the General Policy Committee on June 11, 2025. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft contract.

Responsible Staff:
Rana Semaan, Management Analyst II

Approved
Board of Directors
Date: July 2, 2025

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 25-1003218 Amendment No.:

Contract Class: Payable Department: Air Quality and Mobility

Vendor No.: 03251 Vendor Name: Royal Coaches Auto Body and Towing, Inc.

Description: Freeway Service Patrol Beat No. 11/29

List Any Related Contract Nos.:

Dollar Amount

Original Contract	$	2,569,215.00	Original Contingency	$	743,350.00
Prior Amendments	$	-	Prior Amendments	$	-
Prior Contingency Released	$	-	Prior Contingency Released (-)	$	-
Current Amendment	$	-	Current Amendment	$	-
Total/Revised Contract Value	**$**	**2,569,215.00**	**Total Contingency Value**	**$**	**743,350.00**
			Total Dollar Authority (Contract Value and Contingency)	**$**	**3,312,565.00**

Contract Authorization

Board of Directors Date: 07/02/2025 Board Item # 11730

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? No N/A

State/Local Freeway Service Patrol N/A

Accounts Payable

Estimated Start Date: 04/01/2026 Expiration Date: 03/31/2031 Revised Expiration Date:

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

	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding: $ 2,569,215.00	Total Contingency: $ 743,350.00
GL:	2810	15	0704	0000	52001	42212001		Safe	513,843.00	-
GL:	2820	15	0704	0000	52001	42213019		SP24-6507(042).24-100308	256,921.50	-
GL:	2820	15	0704	0000	52001	42213020		SP25 6507(049). 25-100321	256,921.50	-
GL:	2702	15	0704	0170	52001	42217718		1.FSP23SB1-6507(038).23-1(	256,921.50	-
GL:	2702	15	0704	0171	52001	42217718		1.FSP23SB1-6507(038).23-1(	256,921.50	-
GL:	2702	15	0704	0170	52001	42217720		1.FSP24SB1-6507(043).24-1(	256,921.50	-
GL:	2702	15	0704	0171	52001	42217720		1.FSP24SB1-6507(043).24-1(	256,921.50	-
GL:	2702	15	0704	0170	52001	42217724		P25SB1-6507(052) 25-10032	256,921.50	-
GL:	2702	15	0704	0171	52001	42217724		P25SB1-6507(052) 25-10032	256,921.50	-
GL:									-	-
GL:	4110	40	0820	0821	52001	41100000		Sales Tax-MSI Fwy	-	743,350.00
GL:									-	
GL:									-	-
GL:									-	-

Rana Semaan
Project Manager (Print Name)

Steve Smith
Task Manager (Print Name)

Additional Notes:

Attachment: CSS Beat11-29 (11730 : Award Contract No. 25-1003218 for FSP Services - Beat 11/29)

CONTRACT NO. 25-1003218

BY AND BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

ROYAL COACHES AUTO BODY & TOWING, INC.

FOR

FREEWAY SERVICE PATROL BEAT 11/29

This contract ("Contract") is made and entered into by and between the San Bernardino County Transportation Authority ("SBCTA"), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715, and Royal Coaches Auto Body & Towing, Inc. ("CONTRACTOR"), whose address is 14828 Ramona Blvd. Baldwin Park, California 91706. SBCTA and CONTRACTOR are each a "Party" and are collectively the "Parties."

RECITALS:

WHEREAS, SBCTA requires certain work services as described in Exhibit "A" of this Contract; and

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

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

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1. PROJECT DESCRIPTION/SCOPE OF WORK

1.1 CONTRACTOR agrees to perform the work and services set forth in Exhibit A "Scope of Work" ("Work"), in accordance with all applicable professional standards which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein and in the sequence, time, and manner defined herein. The word "Work" includes without limitation, the performance, fulfillment and discharge by CONTRACTOR of all obligations, duties, tasks, and services imposed upon or assumed by CONTRACTOR hereunder; and the Work performed hereunder shall be completed to the satisfaction of SBCTA, with SBCTA's satisfaction being based on prevailing applicable professional standards.

Attachment: 25-1003218 (11730 : Award Contract No. 25-1003218 for FSP Services - Beat 11/29)

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1.2 CONTRACTOR warrants that all employees shall have sufficient skill and experience to perform the Work assigned to them. CONTRACTOR further represents and warrants to SBCTA that its employees have all licenses, permits, qualifications (including medical certification) and approvals of whatever nature that are required to perform the Work, and that such licenses and approvals shall be maintained throughout the term of this Contract. CONTRACTOR shall perform, at its own cost and expense and without compensation from SBCTA, any Work necessary to correct errors or omissions which are caused by the CONTRACTOR's failure to comply with the standard of care provided for herein, and shall be fully responsible to SBCTA for all damages and other liabilities provided for in the indemnification provisions of this Contract arising from the CONTRACTOR's errors and omissions. Any employee of CONTRACTOR who is determined by SBCTA to be a threat to the safety of persons or property shall be promptly removed by the CONTRACTOR from the duties under the Freeway Services Patrol ("FSP") Program as defined in Exhibit "A" and shall not be re-employed to perform any of the Work on the FSP Program.

1.3 The Project Manager for this Contract is Rana Semaan or such other designee as shall be designated in written notice to CONTRACTOR from time to time by the Executive Director of SBCTA or his or her designee. The Project Manager shall have authority to act on behalf of SBCTA in administering this Contract, including giving notices (including without limitation, notices of default and/or termination), technical directions and approvals, and demanding performance and accepting work performed, but is not authorized to receive or issue payments or execute amendments to the Contract itself.

ARTICLE 2. CONTRACT TERM

The Contract term shall commence upon issuance of the first of the following two written Notices To Proceed (NTP) issued by SBCTA's Procurement Analyst: NTP No. 1 for mobilization and NTP No. 2 for the start of service. The Contract shall continue in full force and effect through March 31, 2031, or until otherwise terminated, or unless extended as hereinafter provided by written amendment, except that all indemnity and defense obligations hereunder shall survive termination of this Contract. CONTRACTOR shall not be compensated for any Work performed or costs incurred prior to issuance of the applicable NTP.

ARTICLE 3. COMPENSATION

3.1 Total compensation to CONTRACTOR for full and complete performance of the Scope of Work, identified herein and, in compliance with all the terms and conditions of this Contract, shall be on a Time & Materials basis for all obligations incurred in, or applied to, CONTRACTOR's performance of Work, and for which CONTRACTOR shall furnish all personnel, facilities, equipment, materials, supplies, and services (except as may be explicitly set forth in this Contract as furnished by SBCTA) shall not exceed the amount set forth in section 3.2 below.

3.2 The total Contract Not-To-Exceed Amount is Two Million, Five Hundred Sixty-Nine Thousand, Two Hundred Fifteen Dollars ($2,569,215). All Work provided under this Contract is to be performed as set forth in Exhibit A "Scope of Work," and shall be reimbursed pursuant to Exhibit B "Price Proposal for Time and Materials" The hourly labor rates identified in Exhibit

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Attachment: 25-1003218 (11730 : Award Contract No. 25-1003218 for FSP Services - Beat 11/29)

B shall remain fixed for the term of this Contract and include CONTRACTOR's direct labor costs, indirect costs, and profit. All expenses shall be reimbursed for the amounts identified in Exhibit B. Any travel expenses must be pre-approved by SBCTA and shall be reimbursed for per diem expenses at a rate not to exceed the currently authorized rates for state employees under the California Department of Human Resources rules. SBCTA will not reimburse CONTRACTOR for any expenses not shown in Exhibit B or agreed to and approved by SBCTA as required under this Contract.

3.3 The hourly rates under this contract are identified in Exhibit "B". Identified below are the amounts authorized to be compensated for the following:

3.3.1 Extra Time: Will be compensated in one-minute increments when a truck goes beyond the end of its normal shift.

3.3.2 Non-Penalized Down Time: Assessed in one-minute increments when a truck is "out of service" without violation, as set forth in Exhibit "C".

3.3.3 Penalized Down Time: Assessed at five (5) times the hourly rate, broken down into one minute increments, when a truck is "out of service" in violation of the Contract, as set forth in Exhibit "C".

3.3.4 Final extra time and penalty times shall be assessed at the sole discretion of SBCTA.

3.4 Intentionally Omitted.

3.5 Intentionally Omitted.

3.6 Any Work provided by CONTRACTOR not specifically covered by the Scope of Work shall not be compensated without prior written authorization from SBCTA. It shall be CONTRACTOR's responsibility to recognize and notify SBCTA in writing when services not covered by the Scope of Work have been requested or are required. All changes and/or modifications to the Scope of Work shall be made in accordance with the "CHANGES" Article in this Contract. Any additional services agreed to in accordance with this Contract shall become part of the Work.

3.7 Intentionally Omitted.

ARTICLE 4. INVOICING

4.1 Payment to CONTRACTOR as provided herein shall be payable in four (4) week billing period payments, forty-five (45) calendar days after receipt of an acceptable invoice by SBCTA prepared in accordance with the instructions below. Payment shall not be construed to be an acceptance of Work.

4.2 CONTRACTOR shall prepare invoices in a form satisfactory to and approved by SBCTA, which shall be accompanied by documentation supporting each element of measurement and/or cost. Each invoice will be for a four-week billing period and will be marked with SBCTA's contract number, description and task order number, if applicable. Invoices shall be submitted within fifteen (15) calendar days for the period covered by the invoice except for the month of June, which will require the invoice to be submitted by July 10th. Invoices shall include request for payment for Work (including additional services authorized by SBCTA)

Attachment: 25-1003218 (11730 : Award Contract No. 25-1003218 for FSP Services - Beat 11/29)

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completed by CONTRACTOR during each billing period and shall include back-up information sufficient to establish the validity of the invoice. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to CONTRACTOR. Any costs incurred by CONTRACTOR in connection with the resubmission of a proper invoice shall be at CONTRACTOR's sole expense. The final invoice shall be marked "FINAL" and will be submitted within 60 calendar days after SBCTA has received and approved all Work and deliverables. Invoices should be e-mailed to SBCTA at the following address:

ap@gosbcta.com

For large files over 30 megabytes, invoices can be submitted using this link:
https://sanbag-lfweb.sanbag.ca.gov/Forms/Invoice-submission

4.3 CONTRACTOR shall include a statement and release with each invoice, satisfactory to SBCTA, that CONTRACTOR has fully performed the Work invoiced pursuant to the Contract for the period covered, that all information included with the invoice is true and correct, and that all payments to and claims of CONTRACTOR and its subcontractors for Work during the period will be satisfied upon making of such payment. SBCTA shall not be obligated to make payments to CONTRACTOR until CONTRACTOR furnishes such statement and release.

4.4 Intentionally Omitted.

4.5 No payment will be made prior to approval of any Work, nor for any Work performed prior to the applicable NTP nor for any Work under any amendment to the Contract until SBCTA's Awarding Authority takes action.

4.6 Intentionally Omitted.

4.7 Intentionally Omitted.

4.8 Intentionally Omitted.

4.9 **EXTRA WORK:**

At any time during the term of this Contract, SBCTA may request CONTRACTOR to perform Extra Work. "Extra Work" shall mean any work which is determined by SBCTA to be necessary for proper completion of the Work, but which the Parties did not reasonably anticipate would be necessary at the time of the execution of this Contract. Such work includes Construction FSP services, Weekend FSP services, and coverage of other Beats for which Contractors are selected in SBCTA's sole determination based on their Beat proximity and performance. "Extra Work" shall be compensated at the hourly rate as identified in Exhibit "B." CONTRACTOR shall not perform, nor be compensated for, Extra Work except as specifically authorized by SBCTA in writing prior to performance. Authorization for Extra Work up to $25,000.00 will be subject to prior verification of then-existing contract authority and must be pursuant to SBCTA Project Manager's prior written approval, which may be provided via email. Authorization for "Extra Work" above $25,000.00 must be issued by a written contingency amendment or contract amendment as applicable. All terms and conditions of this Contract shall apply to any "Extra Work" performed.

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Attachment: 25-1003218 (11730 : Award Contract No. 25-1003218 for FSP Services - Beat 11/29)

4.10 **COVERAGE OF OTHER BEATS**

At times, other FSP Contractors will not be able to cover their shifts or complete their contractual obligations. A CONTRACTOR assigned to provide coverage on another contract/Beat is considered to be performing Extra Work and is required to follow all FSP operational rules, policies and procedures for that Beat. CONTRACTOR's hourly rate for coverage shall be the contracted FSP service hourly rate in this Contract.

In order for a CONTRACTOR to be considered for coverage of other Beats, the following criteria must be followed:

- CONTRACTOR is willing to provide coverage;
- CONTRACTOR is in good standing with CHP and SBCTA;
- There are funds available to cover the cost of the providing the coverage;
- CONTRACTORS should consider distance to the location of additional coverage and Log Book requirements before accepting service under this section;

4.11 **CONSTRUCTION FSP:** Construction FSP (CFSP) services are FSP services that are provided along a segment of highway that falls within a construction zone. This work is paid for with funds from specific projects and not the FSP State Highway Account/FSP SB1 funds. This is considered to be Extra Work as described in Section 4.9, and requires the authorization of SBCTA's Project Manager in writing as well as a written contingency amendment or contract amendment as appropriate. There are three types of CFSP services that can occur:

1. Caltrans requested CFSP: Caltrans-led projects that are part of a Caltrans/SBCTA CFSP Cooperative agreement. These projects will require a cooperative agreement with Caltrans and the issuance of a Caltrans Task Order (CTO).
2. SBCTA requested CFSP: SBCTA-led projects that will be funded by SBCTA.
3. City requested CFSP: City-led projects that will be funded by the City.

Construction FSP services will typically be performed during non-regular SBCTA FSP hours. Should there be any cancellation of work, the following schedule will be followed for compensation of cancelled work:

- If the CONTRACTOR is scheduled to patrol the construction site, and is notified of a cancellation with less than a 24-hour notice, the CONTRACTOR will be compensated for three (3) hours of the agreed upon hourly truck rate.
- If the CONTRACTOR is notified during a CFSP beat that CFSP has been cancelled, the FSP operator will be paid for the entire shift period up to a maximum of eight (8) hours.

For purposes of CFSP, a shift period is defined as: the actual time of the CFSP shift assigned or a maximum of eight (8) contract truck hours, whichever is less.

The supervising FSP CHP Officer for the CFSP beat will make the final determination as to whether the CONTRACTOR will continue the CFSP beat or will return to its office.

Attachment: 25-1003218 (11730 : Award Contract No. 25-1003218 for FSP Services - Beat 11/29)

ARTICLE 5. MOBILIZATION COSTS PAYMENT

Intentionally Omitted.

ARTICLE 6. TAXES, DUTIES AND FEES

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

ARTICLE 7. AVAILABILITY OF FUNDS

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

ARTICLE 8. PERMITS AND LICENSES

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

ARTICLE 9. DOCUMENTATION AND RIGHT TO AUDIT

9.1 CONTRACTOR shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of three (3) years from the date of final payment by SBCTA, or until the conclusion of all litigation, appeals or claims related to this Contract, whichever is longer. CONTRACTOR shall provide SBCTA, the California State Auditor, or other authorized representatives of SBCTA access to CONTRACTOR's records which are directly related to this Contract for the purpose of inspection, auditing or copying during the entirety of the records maintenance period above. CONTRACTOR further agrees to maintain separate records for costs of Work performed by amendment. CONTRACTOR shall allow SBCTA and its representatives or agents to reproduce any materials as reasonably necessary.

9.2 The cost proposal and/or invoices for this Contract are subject to audit by SBCTA and/or any state or federal agency funding this Work at any time. After CONTRACTOR receives any audit recommendations, the cost or price proposal shall be adjusted by CONTRACTOR and approved by SBCTA's Project Manager to conform to the audit recommendations. CONTRACTOR agrees that individual items of cost identified in the audit report may be incorporated into the Contract at SBCTA's sole discretion. Refusal by CONTRACTOR to incorporate the audit or post award recommendations will be considered a breach of the Contract and cause for termination of the Contract. Any dispute concerning the audit findings

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Attachment: 25-1003218 (11730 : Award Contract No. 25-1003218 for FSP Services - Beat 11/29)

of this Contract shall be reviewed by SBCTA's Chief Financial Officer. CONTRACTOR may request a review by submitting the request in writing to SBCTA within thirty (30) calendar days after issuance of the audit report

9.3 Intentionally Omitted

ARTICLE 10. RESPONSIBILITY OF CONTRACTOR

10.1 CONTRACTOR shall be responsible for the professional quality, technical accuracy, and assurance of compliance with all applicable federal, State and local laws and regulations and other Work furnished by CONTRACTOR under the Contract. The Contract includes reference to the appropriate standards for Work performance stipulated in the Contract.

10.2 Damage Complaints – CONTRACTOR shall notify CHP of a damage complaint from a motorist assisted by CONTRACTOR within eight (8) hours of CONTRACTOR's receipt of the complaint. CONTRACTOR's notice to CHP shall include the nature of the damage alleged. CONTRACTOR shall call the complainant within 24 hours of receipt of the complaint. If necessary, within 48 hours of receipt of the complaint, CONTRACTOR shall send an authorized representative and/or a representative of CONTRACTOR's insurer to inspect the vehicle and complete an incident report. If the investigation shows that CONTRACTOR caused the damage to the vehicle, CONTRACTOR shall negotiate in a good faith effort to resolve the claim, and shall report to the CHP the result of the negotiations. All complaints shall be resolved within a reasonable period of time after original notice.

10.3 Damage Complaint Review Committee –The committee is comprised of CHP and SBCTA representatives. The committee will investigate damage complaints if necessary and make recommendations to the CONTRACTOR.

10.4 In addition to any other requirements of this Contract or duties and obligations imposed on CONTRACTOR by law, CONTRACTOR shall, as an integral part of its Work, employ quality control procedures that identify potential risks and uncertainties related to scope, schedule, cost, quality and safety of the Work performed by CONTRACTOR within the areas of CONTRACTOR's expertise. At any time during performance of the Scope of Work, should CONTRACTOR observe, encounter, or identify any unusual circumstances or uncertainties which could pose potential risk to SBCTA or the Work, CONTRACTOR shall immediately document such matters and notify SBCTA in writing. CONTRACTOR shall also similarly notify SBCTA in regard to the possibility of any natural catastrophe, or potential failure, or any situation that exceeds assumptions and could precipitate a failure of any part of the Work. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable SBCTA to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.

ARTICLE 11. REPORTING AND DELIVERABLES

All reports and deliverables shall be submitted in accordance with Exhibit A "Scope of Work". At a minimum, CONTRACTOR shall submit monthly progress reports with their monthly invoices. The report shall be sufficiently detailed for SBCTA to determine if CONTRACTOR is performing to

Attachment: 25-1003218 (11730 : Award Contract No. 25-1003218 for FSP Services - Beat 11/29)

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expectations and is on schedule; to provide communication of interim findings; and to sufficiently address any difficulties or problems encountered, so remedies can be developed.

ARTICLE 12. TECHNICAL DIRECTION

12.1 Performance of Work under this Contract shall be subject to the technical direction of SBCTA's Project Manager, identified in Section 1.2, upon issuance of the NTP and/or subsequently by written notice during the Contract. The term "Technical Direction" is defined to include, without limitation:

12.1.1 Directions to CONTRACTOR which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the Scope of Work.

12.1.2 Provision of written information to CONTRACTOR which assists in the interpretation of reports or technical portions of the Scope of Work described herein.

12.1.3 Review and, where required by the Contract, approval of technical reports and technical information to be delivered by CONTRACTOR to SBCTA under the Contract.

12.1.4 SBCTA's Project Manager may modify this Contract for certain administrative modifications without issuing a written amendment. Administrative modifications are limited to: substitutions of personnel identified in the Contract, including Key Personnel and subcontractors; modifications to classifications, hourly rates and names of personnel in Exhibit B; and modifications of the address of the CONTRACTOR. All such modifications will be documented in writing between the Parties.

12.2 Technical Direction must be within the Scope of Work under this Contract. SBCTA's Project Manager does not have the authority to, and may not, issue any Technical Direction which:

12.2.1 Increases or decreases the Scope of Work;

12.2.2 Directs CONTRACTOR to perform Work outside the original intent of the Scope of Work;

12.2.3 Constitutes a change as defined in the "CHANGES" Article of the Contract;

12.2.4 In any manner causes an increase or decrease in the Contract price as identified in the "COMPENSATION" Article or the time required for Contract performance;

12.2.5 Changes any of the expressed terms, conditions or specifications of the Contract, unless identified herein;

12.2.6 Interferes with CONTRACTOR's right to perform the terms and conditions of the Contract unless identified herein; or

12.2.7 Approves any demand or claims for additional payment.

12.3 Failure of CONTRACTOR and SBCTA's Project Manager to agree that the Technical Direction is within the scope of the Contract, or a failure to agree upon the Contract action to

Attachment: 25-1003218 (11730 : Award Contract No. 25-1003218 for FSP Services - Beat 11/29)

be taken with respect thereto, shall be subject to the provisions of the "DISPUTES" Article herein.

12.4 All Technical Direction shall be issued in writing by SBCTA's Project Manager.

12.5 CONTRACTOR shall proceed promptly with the performance of Technical Direction issued by SBCTA's Project Manager, in the manner prescribed by this Article and within their authority under the provisions of this Article. If, in the opinion of CONTRACTOR, any instruction or direction by SBCTA's Project Manager falls within one of the categories defined in sections 11.2.1 through 11.2.7 above, CONTRACTOR shall not proceed but shall notify SBCTA in writing within five (5) working days after receipt of any such instruction or direction and shall request SBCTA to modify the Contract accordingly. Upon receiving the notification from CONTRACTOR, SBCTA shall:

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

12.5.2 Advise CONTRACTOR within a reasonable time whether SBCTA will or will not issue a written amendment.

ARTICLE 13. CHANGES

13.1 The Work shall be subject to changes by additions, deletions, or revisions made by SBCTA. CONTRACTOR will be advised of any such changes by written notification from SBCTA describing the change. This notification will not be binding on SBCTA until SBCTA's Awarding Authority has approved an amendment to this Contract.

13.2 Promptly after such written notification of change is given to CONTRACTOR by SBCTA, the Parties will attempt to negotiate a mutually agreeable adjustment to compensation or time of performance, and amend the Contract accordingly.

ARTICLE 14. EQUAL EMPLOYMENT OPPORTUNITY

14.1 During the term of this Contract, CONTRACTOR shall not willfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, gender, sex, marital status, gender identity, gender expression, sexual orientation, age, or military or veteran status. CONTRACTOR agrees to comply with the provisions of Executive Orders 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

14.2 The CONTRACTOR and all subcontractors shall comply with all provisions of Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin. In addition, CONTRACTOR and all subcontractors will ensure their services are consistent with and comply with obligations and procedures outlined in

DRAFT

Attachment: 25-1003218 (11730 : Award Contract No. 25-1003218 for FSP Services - Beat 11/29)

SBCTA's current Board-adopted Title VI Program, including the Public Participation Plan and the Language Assistance Plan.

ARTICLE 15. CONFLICT OF INTEREST

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

ARTICLE 16. KEY PERSONNEL

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

Name	Job Classification/Function
Bill Salazar	President & CEO
Juan (Johnny) Perez	FSP Program Manager
German (Danny) Fajardo	FSP Assistant Program Manager/Certficates and License Compliance
David Acevedo	FSP Assistant Program Manger/Quality Assurance
Miguel Coronado	FSP Assistant Program Manager/Construction FSP

ARTICLE 17. REPRESENTATIONS

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

ARTICLE 18. PROPRIETARY RIGHTS/CONFIDENTIALITY

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

Attachment: 25-1003218 (11730 : Award Contract No. 25-1003218 for FSP Services - Beat 11/29)

DRAFT

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

18.3 Except as reasonably necessary for the performance of the Work, CONTRACTOR agrees that it, its employees, agents and subcontractors will hold in confidence and not divulge to third parties, without prior written consent of SBCTA, any information obtained by CONTRACTOR from or through SBCTA unless (a) the information was known to CONTRACTOR prior to obtaining same from SBCTA, or (b) the information was at the time of disclosure to CONTRACTOR, or thereafter becomes, part of the public domain, but not as a result of the fault of or an unauthorized disclosure by CONTRACTOR or its employees, agents, or subcontractors; or (c) the information was obtained by CONTRACTOR from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to CONTRACTOR's knowledge and belief, the right to disclose the same. Any materials and information referred to in this Article which are produced by CONTRACTOR shall remain confidential until released in writing by SBCTA, except to the extent such materials and information become subject to disclosure by SBCTA under the California Public Records Act or other law, or otherwise become public information through no fault of CONTRACTOR, or its employees or agents. Any communications with or work product of SBCTA's legal counsel to which CONTRACTOR or its subcontractors or agents have access in performing work under this Contract shall be subject to the attorney-client privilege and attorney work product doctrine and shall be confidential.

18.4 CONTRACTOR shall not use SBCTA's name or photographs in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA. CONTRACTOR shall not release any reports, information or promotional material related to this Contract for any purpose without prior written approval of SBCTA.

18.5 All press releases, or press inquiries relating to the Work or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SBCTA unless otherwise agreed to in writing by both Parties.

18.6 CONTRACTOR, its employees, agents and subcontractors shall be required to comply with SBCTA's Confidentiality Policy; anyone who may have access to Personally Identifiable Information ("PII") and/or Sensitive Security Information ("SSI") will be required to execute a Confidentiality Agreement.

ARTICLE 19. TERMINATION

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

DRAFT

Attachment: 25-1003218 (11730 : Award Contract No. 25-1003218 for FSP Services - Beat 11/29)

19.1.1 CONTRACTOR shall deliver to SBCTA all deliverables prepared by CONTRACTOR or its subcontractors as well as any materials furnished to CONTRACTOR by SBCTA. Upon such delivery, CONTRACTOR may then invoice SBCTA for payment in accordance with the terms herein.

19.1.2 If CONTRACTOR has fully and completely performed all obligations under this Contract up to the date of termination, CONTRACTOR shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the Contract cost based upon the percentage of all contracted Work satisfactorily executed to the date of termination.

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

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

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

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

ARTICLE 20. STOP WORK ORDER

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

ARTICLE 21. CLAIMS

Attachment: 25-1003218 (11730 : Award Contract No. 25-1003218 for FSP Services - Beat 11/29)

DRAFT

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

ARTICLE 22. INSURANCE

22.1 Prior to commencing the Work, at all times during the performance of the Work and for such additional periods as required herein, CONTRACTOR shall, at CONTRACTOR's sole expense, procure and maintain broad form insurance coverage at least as broad as the following minimum requirements specified below:

22.1.1 Worker's Compensation/Employer's Liability Insurance – The policies must include the following:

- Coverage A. Statutory Benefits
- Coverage B. Employer's Liability
- Bodily Injury by accident - $1,000,000 per accident
- Bodily Injury by disease - $1,000,000 policy limit/$1,000,000 each employee

Such policies shall contain a waiver of subrogation in favor of the parties named as Indemnitees below. Such insurance shall be in strict accordance with the applicable workers' compensation laws in effect during performance of the Work by CONTRACTOR or any subcontractor of any tier. All subcontractors of any tier performing any portion of the Work for CONTRACTOR shall also obtain and maintain the same insurance coverage as specified in this subparagraph, with a waiver of subrogation in favor of CONTRACTOR and all parties named as Indemnitees below. Where coverage is provided through the California State Compensation Insurance Fund, the requirement for a minimum A.M. Best rating does not apply.

22.1.2 Garage Liability/Commercial General Liability. The policy must include the following:

- CONTRACTOR shall maintain commercial general liability (CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and if necessary excess/umbrella commercial liability insurance, with a combined limit of liability of not less than **$5,000,000 each occurrence**.
- The policy shall be appropriate for the CONTRACTOR's business and at a minimum shall include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in the CONTRACT), premises-operations (including explosion, collapse and underground coverage), duty to defend in addition to (without reducing) the limits of the policy (ies), and products and completed operations.
    - $5,000,000 per occurrence for property damage or bodily injury
    - $1,000,000 per occurrence limit for personal injury and advertising injury
    - $2,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 10 01) if SBCTA's Risk Manager determines it is in SBCTA's best interests to require such coverage.

Attachment: 25-1003218 (11730 : Award Contract No. 25-1003218 for FSP Services - Beat 11/29)

- If a general aggregate applies, it shall apply separately to this project/location. The project name must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 25 04).

- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

All sub-contractors of any tier performing any portion of the WORK for CONTRACTOR shall also obtain and maintain the CGL insurance coverage with limits equal to or above the limits required of the CONTRACTOR.

22.1.3 Umbrella/Excess CGL Insurance:
If the CONTRACTOR elects to include an umbrella policy to cover any of the excess limits required beyond the commercial general liability policy and/or the commercial tow truck automobile liability policy, then the policy must include the following:

- The umbrella or excess policy shall follow form over the CONTRACTOR's primary general liability coverage and shall provide a separate aggregate limit for products and completed operations coverage.
- The umbrella or excess policy shall not contain any restrictions or exclusions beyond what is contained in the primary policy.
- The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
- There shall be no statement limiting the coverage provided to the parties listed as additionally insured or as indemnitees below.

22.1.4 Commercial Tow Truck Auto Insurance. The policy must include the following and may be combined with the excess liability policy to provide limits of coverage not less than:

- Auto Liability limits of not less than $5,000,000 each accident. Combined Bodily Injury and Property Damage Liability insurance
- Coverage must include scheduled autos, hired or non-owned autos
- Garage Keepers liability shall be provided under this policy or the Commercial General liability policy as a result of an endorsement or in a stand-alone Garage Keepers Coverage policy. Garage Keepers liability limits shall be equal to the estimated value of all vehicles that could be located at a single location or $300,000, whichever is greater.
- On-Hook/Tow & Hitch Coverage -The policy must include or a stand alone policy be issued that includes the following:
    - $100,000 Limit
    - Coverages for physical damages from accidents or damages to property occurring while a vehicle is in tow with limits of no less than the replacement cost coverage with no coinsurance penalty provisions, or depreciation costs.
    - Cargo coverage shall be provided under this policy as a result of an endorsement or in a stand-alone Cargo Coverage policy.

DRAFT

Attachment: 25-1003218 (11730 : Award Contract No. 25-1003218 for FSP Services - Beat 11/29)

The commercial tow truck automobile liability insurance shall be written on the most recent edition of ISO form or equivalent acceptable to SBCTA and shall include, without limitation, contractual liability coverage and additional insured status for the Additional Insureds named below. CONTRACTOR waives all rights of subrogation against the Additional Insureds named below, for recovery of loss, injury and/or damages to the extent such loss, injury and/or damages are covered by the commercial tow truck automobile liability insurance required herein.

22.1.5 Pollution Liability. The policy must include the:

- $1,000,000 per claim or occurrence limits/$2,000,000 in the aggregate.
- Coverage shall be written on an ISO form appropriate for the CONTRACTOR's business and work under this contract.

22.2 General Provisions

22.2.1 Qualifications of Insurance Carriers. If policies are written by insurance carriers authorized and admitted to do business in the state of California, then the insurance carriers must have a current A.M. Best rating of A-VII or better and if policies are written by insurance carriers that are non-admitted but authorized to conduct business in the state of California, then they must meet the current A.M. Best rating of A-: X or better, unless otherwise approved in writing by SBCTA's Risk Manager.

22.2.2 Additional Insured Coverage. All policies, except those for Workers' Compensation insurance and pollution liability insurance shall be endorsed by ISO Form CG 20 12 11 85, or if not available, then ISO Form CG 20 26, to name San Bernardino County Transportation Authority and California Highway Patrol (CHP) and California Department of Transportation (Caltrans) their officers, directors, members, employees, and agents , as additional insureds ("Additional Insureds"). With respect to all liability, claims or losses arising out of or connected with work or operations performed by or on behalf of the CONTRACTOR permitted under this CONTRACT, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for any additional insured to vicarious liability, but shall allow coverage for SBCTA to the full extent provided by the policy.

22.2.3 Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA's Risk Manager, including certificates of insurance and the required endorsements, shall be provided to SBCTA's Procurement Analyst prior to issuance of the NTP No. 2 or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager's name on the face of the certificate. If requested in writing by SBCTA, CONTRACTOR shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.

DRAFT

Attachment: 25-1003218 (11730 : Award Contract No. 25-1003218 for FSP Services - Beat 11/29)

22.2.4 Deductibles. Regardless of the allowance of exclusions or deductibles by SBCTA, CONTRACTOR shall be responsible for any deductible or self- insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONTRACTOR will pay, and shall require its sub-CONTRACTORS to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA's Risk Manager. Without SBCTA's Risk Manager's expressed written approval no deductibles or SIR will be allowed. At the option of SBCTA, if the deductible or SIR is greater than $10,000 or one (1) percent of the amount of coverage required under this Contract, whichever is less, the CONTRACTOR shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONTRACTOR shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA shall have the right to review any and all financial records that SBCTA, at its sole discretion deems necessary to approve any deductible or SIR. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONTRACTOR. The Contractor' s policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any Contractor's deductible or SIR.

22.2.5 CONTRACTOR's and Sub-contractor's Insurance will be Primary. All policies required to be maintained by the CONTRACTOR or any subcontractor with the exception of Professional Liability and Worker's Compensation shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13), to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONTRACTOR's or subcontractors' pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.

22.2.6 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONTRACTOR hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other CONTRACTOR, subcontractor or sub-subcontractor performing work or rendering services on behalf of SBCTA, in connection with the planning, development and construction of the Work. To the fullest extent permitted by law, CONTRACTOR shall require similar written express waivers and insurance clauses from each of its subcontractors of every tier. CONTRACTOR shall require all of the policies and coverages required in Article 22 of this CONTRACT to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONTRACTOR from waiving the right of subrogation prior to a loss or claim.

22.2.7 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONTRACTOR will provide SBCTA thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of

Attachment: 25-1003218 (11730 : Award Contract No. 25-1003218 for FSP Services - Beat 11/29)

DRAFT

premium, CONTRACTOR will provide SBCTA ten (10) days prior written notice. In any event, CONTRACTOR will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONTRACTOR receives within one business day after CONTRACTOR receives it by submitting it to SBCTA at procurement@SBCTA.ca.gov to the attention of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.

22.2.8 Enforcement. SBCTA may take any steps as are necessary to assure CONTRACTOR's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONTRACTOR fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONTRACTOR or withhold such expense from amounts owed CONTRACTOR, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONTRACTOR of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONTRACTOR, of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.

22.2.9 No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.

22.2.10 Higher limits. If CONTRACTOR maintains higher limits than the minimums shown above, SBCTA shall be entitled to coverage for the higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA.

22.2.11 Special Risks or Circumstances. SBCTA reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

22.2.12 Project Specific Insurance - All insurance coverage required to be provided by CONTRACTOR, with the exception of automobile liability, pollution liability and worker's compensation, shall apply specifically and exclusively for the Work and extend to all aspects of the Work, with coverage limits dedicated solely to the Work. Use of other insurance programs is acceptable, provided that coverage under such programs provides dedicated Work-specific limits and identified premiums and meets all requirements described in contract.

ARTICLE 23. INDEMNITY

23.1 Intentionally Omitted.

Attachment: 25-1003218 (11730 : Award Contract No. 25-1003218 for FSP Services - Beat 11/29)

DRAFT

23.2 CONTRACTOR agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA, California Highway Patrol (CHP), California Department of Transportation (Caltrans), and their authorized officers, employees, agents and volunteers ("Indemnitees"), from any and all claims, actions, losses, damages and/or liability (Claims) arising out of this Contract from any cause whatsoever, including acts, errors, or omissions of any person and for any costs or expenses incurred by any Indemnitee(s) on account of any claim, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. CONTRACTOR's indemnification obligation applies to Indemnitees' "active" as well as "passive" negligence, but does not apply to the "sole negligence" or "willful misconduct," within the meaning of Civil Code section 2782, of any Indemnitee.

ARTICLE 24. ERRORS AND OMISSIONS

CONTRACTOR shall be responsible for the professional quality, technical accuracy, and coordination of all Work required under this Contract. CONTRACTOR shall be liable for SBCTA's costs resulting from errors or deficiencies in Work furnished under this Contract, including, but not limited to, any fines, penalties, damages, and costs required because of an error or deficiency in the Work provided by CONTRACTOR under this Contract.

ARTICLE 25. OWNERSHIP OF DOCUMENTS

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

ARTICLE 26. SUBCONTRACTS

CONTRACTOR shall not subcontract performance of all or any portion of work under this contract.

ARTICLE 27. RECORD INSPECTION AND AUDITING

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

ARTICLE 28. INDEPENDENT CONTRACTOR

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

DRAFT

Attachment: 25-1003218 (11730 : Award Contract No. 25-1003218 for FSP Services - Beat 11/29)

ARTICLE 29. ATTORNEY'S FEES

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

ARTICLE 30. GOVERNING LAW AND VENUE

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

ARTICLE 31. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 32. PRECEDENCE

32.1 The Contract consists of this Contract's Articles, Exhibit A "Scope of Work", and Exhibit B "Price Form for Time and Materials", Exhibit "C" Summary of FSP Violations and Penalties, the Standard Operating Procedures Manual, issued by the California Highway Patrol, SBCTA's Request for Proposal and CONTRACTOR's proposal, all of which are incorporated into this Contract by this reference.

32.2 The following order of precedence shall apply: first, the Contract Articles; second the Standard Operating Procedures (SOP) manual; third, Exhibits A and B and C (equal precedence); fourth, SBCTA's Request for Proposal; and last, CONTRACTOR's proposal. In the event of a conflict between the Contract Articles and the Scope of Work, the Contract Articles will prevail.

32.3 In the event of an express conflict between the documents listed in this Article, or between any other documents, which are a part of the Contract, CONTRACTOR shall notify SBCTA in writing within three (3) business days of its discovery of the conflict and shall comply with SBCTA's resolution of the conflict.

ARTICLE 33. COMMUNICATIONS AND NOTICES

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

Attachment: 25-1003218 (11730 : Award Contract No. 25-1003218 for FSP Services - Beat 11/29)

given in accordance with this Article. CONTRACTOR shall notify SBCTA of any contact information changes within ten (10) business days of the change.

To CONTRACTOR	**To SBCTA**
14827 Ramona Blvd.	**1170 W. 3rd Street, 2nd Floor**
Baldwin Park, CA 91706	**San Bernardino, CA 92410-1715**
Attn: Willam Salazar	**Attn: Rana Semaan**
Email: bill@royalcoaches.com	**Email: rseeman@gosbcta.com**
Phone: (626) 960-1824	**Phone: (909) 884-8276**
2nd Contact: Juan (Johnny) Perez	**Copy: Procurement Manager**
Email: johnny@royalcoaches.com	**Email: procurement@gosbcta.com**

ARTICLE 34. DISPUTES

34.1 In the event any dispute, other than an audit, arises between the Parties in connection with this Contract (including but not limited to disputes over payments, reimbursements, costs, expenses, Work to be performed, Scope of Work and/or time of performance), the dispute shall be decided by SBCTA's Procurement Manager within thirty (30) calendar days after notice thereof in writing, which notice shall include a particular statement of the grounds of the dispute. If CONTRACTOR does not agree with the decision, then CONTRACTOR shall have ten (10) calendar days after receipt of the decision in which to file a written appeal thereto with SBCTA's Executive Director. If the Executive Director fails to resolve the dispute in a manner acceptable to CONTRACTOR, then such dispute may be reviewed by a court of competent jurisdiction.

34.2 During resolution of the dispute, CONTRACTOR shall proceed with performance of this Contract with due diligence.

ARTICLE 35. GRATUITIES

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

ARTICLE 36. REVIEW AND ACCEPTANCE

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

ARTICLE 37. CONFIDENTIALITY

See Article 18.

ARTICLE 38. EVALUATION OF CONTRACTOR

CONTRACTOR's performance may be evaluated by SBCTA periodically throughout the Contract performance period, such as at the completion of certain milestones as identified in Scope of Work and/or at the completion of the Contract. A copy of the evaluation will be given to CONTRACTOR

Attachment: 25-1003218 (11730 : Award Contract No. 25-1003218 for FSP Services - Beat 11/29)

DRAFT

for their information. The evaluation information shall be retained as part of the Contract file and may be used to evaluate CONTRACTOR if they submit a proposal on a future RFP issued by SBCTA.

ARTICLE 39. DRIVING RECORD AND CRIMINAL HISTORY CHECK

Pursuant to California Vehicle Code Sections 2430 *et seq.*, CONTRACTOR and its employees performing Work under this Contract are required to have a current, valid California driver's license and must undergo a Criminal History Check and driver's license check. Only after a completed CHP 234F and CHP 234 supplemental is received and accepted by CHP will a check of driver's license and criminal history be performed. Criminal history checks will be completed by CHP upon the acceptance of a CHP 234F. Any employee of the CONTRACTOR not meeting the requirements identified herein will be automatically excluded from performing Work under this Contract. In addition, SBCTA and/or CHP may, in their sole discretion, require CONTRACTOR to replace any employee or potential employee who is determined to be unsuitable to represent the FSP Program based on the Criminal History Check.

ARTICLE 40. SAFETY

CONTRACTOR shall strictly comply with OSHA regulations and local, municipal, state, and federal safety and health laws, orders and regulations applicable to CONTRACTOR's operations in the performance of Work under this Contract. CONTRACTOR shall comply with all safety instructions issued by SBCTA or their representatives.

ARTICLE 41. DRUG FREE WORKPLACE

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

ARTICLE 42. ASSIGNMENT

CONTRACTOR shall not assign this Contract in whole or in part, voluntarily, by operation of law, or otherwise, without first obtaining the written consent of SBCTA. SBCTA's exercise of consent shall be within its sole discretion. Any purported assignment without SBCTA's prior written consent shall be void and of no effect, and shall constitute a material breach of this Contract. Subject to the foregoing, the provisions of this Contract shall extend to the benefit of and be binding upon the successors and assigns of the Parties.

ARTICLE 43. AMENDMENTS

The Contract may only be changed by a written amendment duly executed by the Parties. Work authorized under an amendment shall not commence until the amendment has been duly executed.

ARTICLE 44. PREVAILING WAGES

The State of California's General Prevailing Wage Rates are not applicable to this Contract.

ARTICLE 45. CONTINGENT FEE

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Attachment: 25-1003218 (11730 : Award Contract No. 25-1003218 for FSP Services - Beat 11/29)

CONTRACTOR warrants, by execution of this Contract, that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, SBCTA has the right to terminate this Contract without liability, pay only for the value of the Work actually performed, or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE 46. FORCE MAJEURE

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

ARTICLE 47. WARRANTY

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

ARTICLE 48. ENTIRE DOCUMENT

48.1 This Contract constitutes the sole and only agreement governing the Work and supersedes any prior understandings, written or oral, between the Parties respecting the Work. All previous proposals, offers, and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been expressly incorporated into this Contract.

48.2 No agent, official, employee or representative of SBCTA has any authority to bind SBCTA to any affirmation, representation or warranty outside of, or in conflict with, the stated terms of this Contract, and CONTRACTOR hereby stipulates that it has not relied, and will not rely, on same.

48.3 Both Parties have been represented or had the full opportunity to be represented by legal counsel of their own choosing in the negotiation and preparation of this Contract. Therefore, the language in all parts of this Contract will be construed, in all cases, according to its fair meaning, and not for or against either Party.

ARTICLE 49. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

Attachment: 25-1003218 (11730 : Award Contract No. 25-1003218 for FSP Services - Beat 11/29)

DRAFT

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

ARTICLE 50. MOST FAVORED NATIONS CLAUSE

CONTRACTOR agrees that, throughout the term of this Contract, it shall not enter into any FSP services agreement with any other government agency pursuant to which CONTRACTOR agrees to charge FSP service fees less than those provided for by this Contract for substantially the same level of FSP service. Should SBCTA establish that CONTRACTOR has agreed to provide substantially similar FSP services to one or more other government agencies at lower fees, CONTRACTOR agrees to reduce the fees charged to SBCTA to the lower amount charged to the other government agency.

ARTICLE 51. EFFECTIVE DATE

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

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

DRAFT

Attachment: 25-1003218 (11730 : Award Contract No. 25-1003218 for FSP Services - Beat 11/29)

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

ROYAL COACHES AUTO BODY & TOWING, INC. A CALIFORNIA CORPORATION

By: _____
William Salazar
Chief Executive Officer

Date: _____

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
Rick Denison
President, Board of Directors

Date: _____

APPROVED AS TO FORM

By: _____
Julianna K. Tillquist
General Counsel

Date: _____

CONCURRENCE

By: _____
Alicia J. Bullock
Procurement Manager

Date: _____

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Attachment: 25-1003218 (11730 : Award Contract No. 25-1003218 for FSP Services - Beat 11/29)

EXHIBIT “A”

“SCOPE OF WORK”

Attachment: 25-1003218 Exhibit A (11730 : Award Contract No. 25-1003218 for FSP Services - Beat 11/29)

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (SBCTA)
FREEWAY SERVICE PATROL (FSP)
BEAT NO. 11/29- INTERSTATE 10 (I-10) FROM SIERRA AVENUE TO COUNTY LINE ROAD

1.0 SUMMARY SCOPE OF WORK

FSP PROGRAM PURPOSE SUMMARY

The SBCTA FSP Program is offered in partnership by SBCTA, California Highway Patrol (CHP), and the California Department of Transportation (Caltrans). The goal of the SBCTA FSP Program is to keep the freeways moving and reduce the chance of secondary accidents. FSP is a team of tow trucks that travel on select San Bernardino County freeways during peak commute hours to assist motorists with car trouble. FSP Tow Truck Drivers will assist the motorists by providing services ranging from changing a flat tire to providing minor mechanical assistance, at no cost to the motorist.

NOTICE TO PROCEED (NTP) NO. 1 (Estimated August 1, 2025):

The deliverables associated with NTP No. 1 of this CONTRACT include the project ramp-up/preparation, the purchase of the required number of FSP-certified tow trucks, and equipment installations in accordance with section 4.0 "Equipment Requirements," as well as drivers' training and inspections in accordance with section 5.0 "Drivers."

NTP NO. 2 (ESTIMATED April 1, 2026):

The deliverables associated with NTP No. 2 are the start of FSP program operations.

CONTRACTOR's FSP Certified Tow Truck Drivers ("Driver" or "Drivers") shall assist motorists involved in minor accidents and those with disabled vehicles. When and where conditions warrant, service may take place on the freeway shoulders. Where conditions **DO NOT** warrant, Drivers will move the vehicles from the freeway to provide services pursuant to the Standard Operating Procedures (SOP) Manual. The Drivers shall continuously patrol their assigned Beat, respond to California Highway Patrol (CHP) dispatched calls for service, and use the designated turnaround locations and designated drop points assigned by CHP.

The CONTRACTOR's FSP trucks shall be exclusively dedicated to providing FSP services during the designated hours of operation. All FSP tow truck maintenance activities for the primary and back-up tow truck shall be conducted during non-designated service hours.

The Drivers may be required to change flat tires, provide "jump" starts, provide one gallon of gasoline or diesel fuel, temporarily tape cooling system hoses, and refill radiators. These services are not all-inclusive. Where conditions permit, safe removal of small debris may also be required. The Drivers are to spend a maximum of ten (10) minutes per disablement in attempting to mobilize a vehicle.

Attachment: 25-1003218 Exhibit A (11730 : Award Contract No. 25-1003218 for FSP Services - Beat 11/29)

If a disabled vehicle cannot be mobilized within the ten-minute time limit, the Driver shall offer for the vehicle to be towed to a designated drop point identified by the CHP. The motorist can request that the FSP Driver contact the CHP Communications Center to request a CHP Rotation Tow or other services. A Driver shall not be allowed to tow as an independent CONTRACTOR from an incident that occurred during the FSP shift. This is only allowed after the shift is over and the CONTRACTOR is called as a Rotation Tow by CHP. If called as a Rotation Tow Operator after an FSP shift, the Driver must remove all FSP markings, such as vests, uniforms, and any sort of FSP signage.

All FSP services shall be provided at no cost to the motorist. The Drivers shall not accept any gratuities, gifts or money to perform any other services, recommend secondary tows, or recommend repair/body shop businesses. The CONTRACTOR shall follow the SOP Manual. The CHP is responsible for the day-to-day field supervision of the FSP Program; therefore, policies and procedures are outlined in the SOP Manual. To promote a safe work environment and to maintain a high level of professionalism, the CONTRACTOR and their Drivers must follow the SOP Manual as this document and all updates will be incorporated into the CONTRACTOR's agreement. Please note that the SOP Manual is updated as needed, and that the CONTRACTOR is responsible to operate in adherence to the most recent version of the SOP Manual at all times.

There may be some instances where the Driver may be requested to provide assistance to CHP Officers in the field. When a CHP Officer in the field directs a Driver to complete a task, the Driver shall follow those directions provided, given the task does not endanger the Driver or the public and is within the Driver's skills and training. The Driver shall advise the officer of the possible dangers. If the task is not within the FSP policy, an FSP CHP Officer should be notified of the incident. Drivers should not tell the CHP Officer they will not perform the task requested UNLESS they believe they are unable to perform the task safely. Afterwards, FSP CHP Officers will take the necessary steps to avoid future misunderstandings between the Officer and FSP.

CONTRACTOR shall provide the rapid removal of disabled vehicles and those involved in minor accidents from the freeway. The required number of FSP-certified Trucks for Beat No. 11/29 is two (2) primary certified FSP Trucks and one (1) certified back-up FSP Tow Truck. One (1) truck shall operate on I-10 from Sierra Ave. to Waterman Ave., and one (1) truck shall operate from Waterman Ave. to County Line Rd.

At times, SBCTA, a city, and/or Caltrans will have construction projects on the highways that may require Construction FSP ("CFSP"). Typically, this will take place along a highway segment that is a construction zone with no inside or outside shoulder areas, or where the shoulders available are not wide enough to accommodate vehicles. This work is paid for with funds from specific projects and not the FSP State Highway Account/FSP SBl funds. This is considered to be Extra Work as described in Section 4.9 of the contract and will require the authorization of SBCTA's FSP Program Manager in writing, as well as a written contingency amendment or contract amendment, as appropriate. There are three types of CFSP services that can occur:

1. Caltrans requested CFSP: Caltrans-led projects that are part of the Caltrans/SBCTA CFSP Cooperative agreement. These projects will also require the issuance of a Caltrans task order.
2. SBCTA requested CFSP: SBCTA-led projects that will be funded by SBCTA.
3. City-requested CFSP: City led projects that will be funded by the City.

Attachment: 25-1003218 Exhibit A (11730 : Award Contract No. 25-1003218 for FSP Services - Beat 11/29)

FSP HOURS OF OPERATION

FSP standard hours of operation are:

- Monday through Friday morning shift hours are scheduled from 6:00 am to 8:30 am;
- Monday through Thursday afternoon shift hours are slated from 1:30 pm to 6:00 pm;
- Friday afternoon shift is scheduled from 11:30 am to 6:00 pm;
- Saturday and Sunday shifts (if applicable to the primary FSP Beat) are scheduled from 10:00 am to 6:00 pm.

SBCTA reserves the right to change Beat hours and operational requirements during the course of the Contract. Written notice from SBCTA shall be required for commencement and termination of "Extra Work".

FSP TECHNICAL ADVISORY COMMITTEE (TAC) MEETING

CONTRACTOR or its designated management-level representative shall attend the required FSP Technical Advisory Committee (TAC) meetings scheduled every other month. The FSP TAC will encompass focused and informal/formal discussions concerning but not limited to scope, services, schedule, safety and current progress of services, relevant cost issues, and future project objectives. CONTRACTOR shall be responsible for having a representative attend all FSP TAC meetings who can make management-level decisions on behalf of the CONTRACTOR while at the meeting. If the CONTRACTOR cannot have a management-level representative at an FSP TAC meeting, CONTRACTOR shall notify SBCTA and FSP CHP at least two (2) business days prior to the meeting. Management-level attendance at these meetings shall be considered part of the CONTRACTOR's contractual responsibility. Meetings are scheduled for the entire calendar year; FSP CHP provides the schedule via email.

2.0 **CONTRACT REPRESENTATIVES**

SBCTA, Caltrans, and the CHP will jointly oversee the FSP services (referred to, singularly or jointly, as "FSP Management"). CHP is responsible for dispatch services to incident locations within the tow truck's patrol limits, otherwise referred to as "Beats". The dispatching will be done in accordance with the contract for the service. An SOP Manual will be provided to the successful CONTRACTOR explaining the types of incidents to which a Driver may be dispatched. Please note that this SOP Manual is updated as needed and that the CONTRACTOR is responsible to always adhere to the SOP Manual. Also note that SBCTA's contract with the successful Proposer(s) will incorporate the SOP Manual and any updates; thus, adhering to the SOP Manual is a contractual requirement.

3.0 **SERVICE LOCATION**

SBCTA FSP operates on selected freeway segments referred to as "Beats". Each Beat has specific turnaround locations and designated drop points identified by the CHP. The Beat limits for FSP Beat No. 11/29 are at Interstate 10 (1-10) from Sierra Ave. to County Line Road. One (1) truck shall operate on I-10 from Sierra Ave. to Waterman Ave., and one (1) truck shall operate from Waterman Ave. to County Line Rd. Additional information regarding the beat limit service location is identified in SOW section 8.0 Beat Description and section 9.0 Beat Map.

SBCTA reserves the right, at any time during the contract's term, to adjust Beat specifications (length of the Beat, for example) and Beat hours to better accommodate demand for the service. These changes can occur during the contract through written notification (e.g., email). The CONTRACTOR may be requested by CHP to go beyond the limits of its assigned Beat area to assist a motorist in an adjacent Beat area. Drivers may be permitted to do this only upon CHP

Attachment: 25-1003218 Exhibit A (11730 : Award Contract No. 25-1003218 for FSP Services - Beat 11/29)

request. SBCTA reserves the right to add or delete holidays to the work schedule. Travel time to and from the Beat will be at the expense of the CONTRACTOR.

4.0 **TOW YARD LOCATION AND SECURITY**

The CONTRACTOR shall be responsible for the security of vehicles and property at their facility. At a minimum, CONTRACTOR must have a secure area to store FSP tow vehicles at their facility, including CONTRACTOR-controlled access, fencing or physical barrier separating public access from tow yard, security system, sufficient lighting, and security cameras where vehicles are stored, such as a fenced or enclosed area. The CONTRACTOR is responsible for the reasonable care, custody, and control of any property contained in its facility.

The CONTRACTOR will be responsible for assuring that all SBCTA FSP-related equipment is contained in a secure environment and protected from theft or damage. The CONTRACTOR will be responsible for any replacement or repair cost for SBCTA-provided equipment that is not considered normal wear and tear.

5.0 **EQUIPMENT REQUREMENTS**

A. Tow Truck Requirements.

Primary FSP Tow Trucks will be exclusively dedicated to FSP services during the hours of FSP operations. They are not required to be exclusive during non-FSP hours.

All trucks proposed for use in the FSP program should be less than a year old with a maximum of 50,000 miles on the chassis and working parts of the truck at the onset of the contract. Extenuating circumstances dictating departure from this specification should be at the consensus of the local FSP partners. The age limit for an FSP truck shall be no longer than five (5) years for cab, chassis, and bed components. Trucks are required to be fully equipped according to contract requirements prior to the beginning of each shift. Refer to Attachment B: TOW TRUCK INSPECTION GUIDE FOR FREEWAY SERVICE PATROL CONTRACT OPERATION 818-FSP-TIG, contained in the FSP SOP.

CHP, in conjunction with SBCTA, will verify the original purchase dates to ensure compliance. All FSP Tow Trucks must be Department of Transportation (DOT) compliant, as well as California Air Resources Board (CARB) compliant. This includes an engine that has been certified by CARB, as required by California law. Any tow truck that is utilized for the FSP Program must comply with emission standards set forth by DOT and CARB, as well as all Local, State and Federal laws applicable to that truck, and as outlined in the RFP.

Prior to commencement of service, the CHP will inspect each tow truck designated for the FSP Program in San Bernardino County to ensure that it meets the tow truck specifications and to ensure that it meets or exceeds safety requirements. These inspections will occur prior to the start of service. Succeeding inspections will occur periodically as determined by the FSP CHP officers. Documentation of the vehicle identification number and successful completion of the inspection will be kept on file at the CHP office and CONTRACTOR's local office. Any unsafe, poorly maintained FSP-Certified Tow Truck(s) or improperly equipped FSP-Certified Tow Truck(s) shall not be allowed into service, and if discovered during the shift, shall be removed from service or repaired as directed by CHP. The CONTRACTOR shall be fined three (3) times the hourly contract rate in one (1) minute increments for ALL service time lost. The CONTRACTOR will be

Attachment: 25-1003218 Exhibit A (11730 : Award Contract No. 25-1003218 for FSP Services - Beat 11/29)

required to have an FSP-Certified Back-Up Tow Truck available for service during their FSP Beat(s) shift(s).

Please note that FSP-Certified Back-Up Tow Trucks for existing FSP tow operator contracts with other FSP agencies (i.e., not with SBCTA) do not qualify as meeting the certified SBCTA FSP back-up truck requirement(s). Only the FSP Beat No. 11/29 FSP Certified Back-Up Tow Truck should be utilized.

FSP tow trucks bearing the service patrol title, the FSP logo, and the vehicle identification number, shall be painted all white (including the hood, fenders, doors, boom and bed area). No trim will be allowed. Lettering shall be in block lettering and shall be no less than two inches by two inches and no greater than four inches in height. Lettering can **ONLY** be black in color and will be bold style parallel to the ground. Letters shall be placed on the lower body of the truck toward the cab. Names, phone numbers, advertising of any kind or any other lettering on the boom shall be prohibited during FSP operational hours. The overall look of the truck must be approved by CHP prior to service implementation; therefore, it is highly recommended that any questions regarding this policy be directed to the FSP CHP officers **prior** to implementation, as compliance with current State FSP standards is mandatory. No other accessory equipment or signage (bumper stickers, mud flaps, employment advertisement, and so forth) shall be mounted or installed without prior FSP CHP officer approval. This includes, but is not limited to, brass, chrome wheel covers, window tint, etc.

SBCTA follows and relies on the policies and procedures set forth in the SOP Manual developed by the County of San Bernardino FSP CHP Program. Please note that the SBCTA FSP equipment list is subject to change at any time and may be different from FSP Program equipment lists found in other counties. For the current updated SBCTA FSP equipment list, please refer to the latest SOP Manual.

Each FSP tow truck shall be equipped in accordance with the SOP Manual and shall include the following equipment on the following equipment list. Please note that if a company decides to add on any of the OPTIONAL equipment which is something CHP would test for proficiency, they will do so for every driver that is tested by that company.

Attachment: 25-1003218 Exhibit A (11730 : Award Contract No. 25-1003218 for FSP Services - Beat 11/29)

SBCTA CERTIFIED FSP TOW TRUCK EQUIPMENT LIST

Each FSP tow truck shall be equipped in accordance with the SOP Manual and shall include the following equipment on the following equipment list. Please note that if a company decides to add on any of the OPTIONAL equipment, and is something CHP would test for proficiency, they will do so for every driver that is tested from that company.

Current Registration/ insurance	Fire Extinguisher: 4BC Rating, new or exp:
Age limit: 5 years for cab, chassis, and bed components	Broom: 24 inches wide, coarse bristle
Minimum seating capacity for 5 adults	Shovel: Square point
Paint: White Only, 4" max black lettering	Large Pry Bar: Minimum 36-inch length
Rubber faced push bumper(s)	Wood Crossbeams: 1 ea., 4"x4"x48" and 4"x4"x60"
Vehicle numbers on both sides	Hydraulic Floor Jack: 2-Ton capacity
2 FSP signs or 3 FSP signs for flatbeds	Portable air tank: 80 psi. min, or compressor w/ 50' min hose
Headlights	Bolt Cutters
Turn Signals	Trailer Hitch Balls: I 7/8" and 2", with mount
Reflectors, Front and Side	One 4 -Ton snatch block
Clearance Lamps (>80" Wide)	Flares: Total burn time of 360 minutes minimum
Amber Warning Lights: Front/rear selectable, rear directional, in-cab controls	Metric and Standard 4-way Lug Wrenches
License Plate Lamp	Sledgehammer: 4 pounds
Tail Lamps	Utility/ Motorcycle Straps
Stop Lamps	Steering Wheel Securement Device
Backup Lamps	Funnel with flexible spout
Rear work lights	Water Container: Plastic, 5 gallons
Reflectors, Rear	Fuel in Approved Plastic Containers: Gas/Diesel, 5 gal. each
Extension Tail/ Stop Lamps	Absorbent Can with lid: 5 gal. of clean absorbent
Fenders/ Mudguards	Trash Can with lid: 5 gal., empty
Windshield	Cones: 6 ea., 18-inch height, reflectorized w/ tape
Windshield Wipers	Booster cables: 3 ga. Cu., 25 ft., H-D clamps, fit truck
Spotlight: Body mounted, front to rear coverage	Flashlight
Service Brakes	Spare batteries/ Charger for rechargeable
Parking Brake	First Aid kit: 5"x9"
Mirrors	Lockout Tool Set
Horn	Warning Devices (Reflectors)
Beam Indicator	Jack stand: 2-Ton capacity
Cab interior lighting suitable for reading and writing	
Truck to Shop Communications System	
FSP Two-Way Radios/ Terminals	
Scanner: Operating and properly programmed	Each FSP Certified Tow Truck will be required to have a toolbox with the following minimum number of tools/supplies. A tool kit for small equipment items is required. The TOOLBOX list may be supplemented at the CONTRACTOR's option and expense
Public Address System	**Tool Kit**
Booster Cable Connectors: mounted front and rear	Screwdrivers: 1/8", 3/16", 1/4", 5/16" Flat; #1, #2 Philips
Battery Rating: 60 Amp-hour or greater	Adjustable Wrenches: 8" and 12"
Tire Tread	Pliers: Needle nose and adjustable rib joint, 2-inch capacity
Wheels	Duct tape, Electrical tape, mechanics wire: 1 roll each
Suspension	Rubber Mallet
Steering	Tire Pressure Gauge
Frame	Safety glasses
Exhaust System	Wheel chock
Fuel Cap(s)	

Attachment: 25-1003218 Exhibit A (11730 : Award Contract No. 25-1003218 for FSP Services - Beat 11/29)

WRECKER-GENERAL

Manufacturer Rating Plates	Throttle Control
Wrecker Controls on both sides of vehicle	Hydraulic Rams, Hoses, Valves
Control Labels	Winch: Tvpe:
Body and Towing Equipment Mounting Bolts	Winch: Rated 8,000 pounds on first cable layer
Cable Sheaves	Safety chain D-ring or eyelet mounted on rear of truck

WHEEL LIFT

Minimum GVWR: 14,000 lbs.	"L" Arms
Wheel Lift Assembly; Rated 3,000 Pounds-Extended	Cradle/ Straps/ Chains
Pivot Pin	Claw
(2) Wheel Tie Down Safety Straps with ratchets	100' 3/8" 6x19 Wire rope or OEM Specifications
4-Ton Boom Assembly (if equipped)	(2) Tow Chains 5/16" Grade 70 with J/T Hooks
Sling Assembly; Rating: 4,000 Pounds (if equipped)	Tow Dolly (with wheel tie down straps)
One pair of spacer blocks or 2 wood blocks 4"x6"x12"	(2) Safety Chains: 5/ l6" Alloy or OEM Specifications 5-foot min. length

CAR CARRIER/ TWO VEHICLE

GVWR: Minimum 23,500 lbs. Chassis	50' 3/8" 6X19 Wire rope or OEM Specifications
Carrier Bed Frame	J/T Hook Loading Bridle Chains
Bed material: Steel or Aluminum	4 Safety Chains 5/16" Alloy or OEM Specifications
Bed Length: 19.5 ft. minimum	(4) Wheel Tie Down Safety Straps with ratchets
Bed Hinges	One pair spacer blocks or 2 wood blocks 4"x6"x12"
Bed Safety Lock	Motorcycle loader for flatbeds with (6) Utility/ Motorcycle straps
Tie Downs: * each, one near each corner of the bed, two each side of bed distributed between corner tie downs, each must accommodate snatch blocks	(2) Safety Chains: 5/16" Alloy or OEM Specifications 5-foot min. length
Wheel Lift Assembly; Rated 4,000 Pounds-Extended	"L" Arms
(2) Wheel Tie Down Safety Straps with ratchets	Cradle/ Straps/ Chains
	Claw

The Driver shall be required to complete a pre-operation shift inspection log of the vehicle as well as inventory of the required equipment prior to the start of each shift. An Inspection form, which is in the FSP data collection tablet software, shall be completed by the Driver prior to the start of each shift and be available for inspection by the CHP and/or SBCTA. Any equipment that is malfunctioning or missing must be replaced prior to the start of the shift. All equipment on the truck shall be secured.

Installation of FSP-related equipment:

Upon execution of the contract, SBCTA will designate and cover the cost of the selected installer for the SBCTA FSP digital radio equipment and SBCTA's Automatic Vehicle Locator (AVL) equipment. SBCTA covers the initial cost of the FSP digital radio and the AVL equipment as well. Please note that SBCTA, along with the installer, must be able to access the required primary and back-up FSP Tow Trucks no later than ten (10) business days prior to the start date of the Beat(s), **without exception**. If SBCTA is not able to access the required primary and back-up FSP tow trucks by the tenth (10^{th}) business day deadline, the CONTRACTOR shall be assessed a fine as detailed in the contract.

At times, equipment such as an "outside speaker," or a handheld "mic," and/or "FSP Tablet," for example, may need to be replaced due to normal wear and tear. If SBCTA-provided equipment needs to be replaced due to normal wear and tear, SBCTA will provide the CONTRACTOR with replacement equipment at no charge. However, please note that if FSP-related equipment needs to be replaced due to the negligence of the CONTRACTOR or any of its staff, including Drivers, the cost of the equipment and the installation expense will be deducted from the CONTRACTOR's invoice/payment that same

Attachment: 25-1003218 Exhibit A (11730 : Award Contract No. 25-1003218 for FSP Services - Beat 11/29)

month or the following month (depending on when the incident occurred). CONTRACTOR's Supervisors and Drivers are required to contact SBCTA and one of the FSP CHP officers immediately when any SBCTA FSP equipment is damaged, failing, or has failed, and the CONTRACTOR will be provided with a replacement part by SBCTA or by one of the FSP CHP officers. If a replacement part is not immediately available, then the CONTRACTOR will be asked to have their "FSP Certified Back-Up Tow Truck" on the Beat to cover the shift.

With the written permission of SBCTA (email is allowed), the CONTRACTOR may install some replacement equipment (e.g., an "outside speaker" or a "mic") as long as the CONTRACTOR installs the equipment per SBCTA and SBCTA FSP standards. If a CONTRACTOR is given the authorization to install FSP-related equipment and has any questions regarding "installation standards," the CONTRACTOR shall contact SBCTA or one of the FSP CHP officers for further instructions/information. If provided the authorization by SBCTA or FSP CHP Officer, the CONTRACTOR must install equipment in the safest possible manner, and the installation of the equipment must comply with all FSP equipment guidelines and San Bernardino FSP installation standards for safety reasons.

Please note that equipment requirements are subject to change at any time. For the most updated equipment list, please refer to the latest SOP Manual.

B. FSP Certified Back-Up Tow Truck

The CONTRACTOR shall be required to have one FSP Certified Back-Up Tow Truck available for each Beat during FSP service hours that is in full compliance with this Contract, unless otherwise authorized by SBCTA in writing. The FSP Certified Back-Up Tow Truck should be used when a primary FSP Certified Tow Truck is unavailable. The FSP Certified Back-Up Tow Truck shall meet the same requirements for equipment, set-up and color as a primary Certified FSP Tow Truck. It shall meet all the vehicle equipment specifications. Please refer to the contract for further details on violations and penalties. FSP-Certified Tow Trucks are subject to inspections during FSP services hours and non-FSP service hours by CHP.

As noted above, Primary FSP Tow Trucks will be exclusively dedicated to SBCTA FSP services during the hours of FSP operations. However, FSP-Certified Back-Up Tow Trucks are not required to be exclusive to the SBCTA FSP Program during FSP service hours and non-FSP service hours. If an FSP Certified Back-Up Tow Truck is needed to replace one of the primary FSP-Certified Tow Trucks on Beat, the CONTRACTOR shall meet all Contract obligations as outlined, which includes the vehicle's availability to work the Beat area within the forty-five (45) minute time period (after which point penalties begin to accrue).

C. Vehicle Breakdown and Other Missed Service

An FSP-Certified Back-Up Tow Truck must be in service on the Beat within forty-five (45) minutes of the time when a primary FSP Tow Truck is taken out of service for any reason. The CONTRACTOR shall not be paid for the time period that the contractually required trucks are not in service. If a vehicle is not made available within the forty-five (45) minute time period, the CONTRACTOR shall be fined three (3) times the hourly contract rate in one (1) minute increments until an FSP-Certified Back-Up Tow Truck is provided. This forty-five (45) minute period prior to the imposition of fines shall not apply to trucks removed from service for failure to meet specifications or safety requirements as set forth in accordance with section 4.0 "Equipment Requirements," paragraph A "Tow Truck Requirements," in which case fines shall begin immediately. If an FSP-Certified Tow Truck is not ready due to a breakdown at the start of a shift, the fine time will be calculated from the start of the

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shift. If the entire shift is missed, the CONTRACTOR shall be fined for the entire shift at three (3) times the hourly rate. FSP Tow Truck maintenance shall be performed during non-FSP service hours.

In the event that an FSP-Certified Back-Up Tow Truck is required to continue the shift, the Driver must complete a new inspection worksheet and mileage log prior to the commencement of driving the tow truck and notify one of the FSP CHP Officers/Supervisors immediately. In addition, the Driver must indicate in the "notes" section of the FSP Tablet (per section 4.0 "Equipment Requirements," paragraph E "Communications Equipment") that the CONTRACTOR has switched to an FSP-Certified Back-Up Tow Truck.

In addition, failure to have an FSP-Certified Back-Up Tow Truck Driver available is not an allowable excuse for failing to have an FSP-Certified Back-Up Tow Truck on the Beat within the forty-five (45) minute time period.

Please refer to the Contract for further details on violations and penalties.

Please note: Existing FSP tow operator contracts with the Riverside County Transportation Commission (RCTC) or any other FSP service do not qualify as meeting the back-up tow truck requirement noted above.

D. Vehicle Identification.

It shall be the Driver's sole responsibility to place detachable FSP markings on each vehicle during the service hours and to remove or cover the FSP markings immediately upon completion of each shift. SBCTA will supply each CONTRACTOR with the appropriate number of detachable markings for each Beat(s). If a marking is lost or damaged, the CONTRACTOR shall be responsible for the cost of the replacement markings. All FSP markings shall be returned immediately upon expiration or termination of the contract. The cost of any item or equipment supplied by SBCTA, Caltrans or CHP that is not returned shall be deducted from the CONTRACTOR's final payment.

FSP markings and vehicle numbers shall be required on both sides of all FSP tow trucks. The detachable markings (magnetic or other forms of FSP signage) provided by SBCTA must be placed on the center of both doors (front driver and passenger doors) of the vehicle. The Driver shall be required to keep the title and logos clean, straight and in readable condition throughout the service patrol's operation. The CONTRACTOR is also required to keep all FSP-related signage completely flat, clean, out of direct sunlight, and out of public view when being stored.

E. Communications Equipment

Each FSP vehicle shall be equipped with various communication devices that will enable the Driver to communicate with the CHP Communications Center and FSP CHP Officers. All vehicles shall be equipped with an AVL system, radios, and handheld Tablet Computers for data collection. The AVL system, radio system, and handheld Tablet Computers shall be purchased, owned, supplied, and installed by SBCTA only. SBCTA shall select the equipment installation vendor.

The CONTRACTOR shall be responsible for maintaining the security of the SBCTA-owned vehicle communication equipment. The CONTRACTOR shall be liable for any damage (other than normal wear and tear) to the communication equipment. The CONTRACTOR shall also be liable for the full replacement value of the communication equipment installed in the trucks while in the care, custody and control of the equipment. SBCTA shall pay for repair of normal wear and tear to equipment. However, SBCTA will deduct from CONTRACTOR's monthly invoice any repair fees and/or the full replacement cost of any SBCTA equipment damaged or altered due to CONTRACTOR's improper use or negligence. SBCTA-supplied vehicle equipment shall be returned immediately (within one to three

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business days, pursuant to direction by SBCTA FSP staff) upon contract expiration or termination. The cost of any equipment not returned shall be deducted from the CONTRACTOR's final payment.

Programmable scanners capable of scanning between the 39 and 48 MHz used by CHP shall be supplied by the CONTRACTOR and shall be installed and securely mounted in all FSP Certified Tow Trucks by the CONTRACTOR.

The CONTRACTOR is also required to use Push to Talk Plus for Verizon Wireless (or equivalent direct connect device that will pair with Verizon Push to Talk Plus CHP devices). ***Special Note: If you are considering purchasing something else other than a Verizon Push to Talk Plus device, please confirm with SBCTA and/or CHP as to whether or not the device will be compatible with existing CHP equipment. Equipment purchased for the FSP Program must be compatible with FSP CHP officer devices which are currently Verizon Push to Talk Plus devices*** to facilitate proper communication with the CHP Communications Center and FSP CHP field supervisors. Verizon phones shall be purchased, owned, maintained, and paid for by the CONTRACTOR. The CONTRACTOR will also be responsible for all operating costs of the Verizon cell phones. In addition, Drivers are not permitted to take pictures or video or to capture any other images while performing FSP duties during FSP operational hours or capture any FSP-related images during non-FSP service hours. These actions will not be tolerated and a Driver that is found doing this will not be permitted to work in the FSP Program. Drivers are not permitted to download or share any data or images related to the FSP Program. If any FSP-related data or images are found on any social media outlet or networks not authorized by SBCTA, the Driver or Drivers associated with the incident will be removed from the program.

Data input to the Tablet Computer shall not be allowed while the vehicle is being operated/driven. Use of other devices, such as cellphones, while driving/operating a vehicle is subject to California State Law.

The FSP vehicles shall be equipped with a public address system. The public address system shall have the capability to audibly transmit instructions from the cab of the FSP vehicle to the motorist of the disabled vehicle when the FSP vehicle is directly to the rear of the disabled vehicle.

The CONTRACTOR shall purchase and maintain a computer workstation (not a laptop) with high-speed internet access and email to communicate with SBCTA staff and FSP CHP officers. Please note, email is the primary means by which FSP Management (SBCTA, CHP, and Caltrans) communicate various operations messages. It is essential that a representative of the CONTRACTOR check email daily.

It is the CONTRACTOR's responsibility to ensure that all Tablet Computers are always operational. The exterior protective case of the Tablet Computer shall be cleaned regularly, and the screen protector shall be inspected for functionality and serviceability. **Damaged/Worn items shall be reported to SBCTA within three (3) hours of identification of a problem.** All Tablet Computers must be kept in a secure location. Tablet Computers shall not be left in any tow truck or during non-FSP operational hours. During FSP operational hours, Tablet Computers must be with the Driver in their FSP Tow Truck; at all other times, Tablet Computers must be connected to a battery charger in the designated secure workstation of the CONTRACTOR'S facility. Storage in any other location is not permitted.

CONTRACTOR shall immediately report any issues with the Tablet Computers to SBCTA or the FSP CHP Officers. CONTRACTOR is responsible for ensuring its Tablet Computers are operating at all times.

Attachment: 25-1003218 Exhibit A (11730 : Award Contract No. 25-1003218 for FSP Services - Beat 11/29)

The CONTRACTOR shall provide SBCTA, FSP CHP Officers, and their designees, access to the Tablet Computers at any time during the contract. If upon inspection SBCTA determines that the Tablet Computers are not being properly charged/stored, the CONTRACTOR will be subject to fines as outlined in the Contract.

The CONTRACTOR shall provide a quarterly inspection report to SBCTA indicating the status of all equipment. SBCTA will provide the quarterly report submittal form to the CONTRACTOR. Accurate completion and timely return of this form is a contract requirement.

F. Equipment Tampering

Tampering with FSP communication/tracking equipment so that it does not function properly to SBCTA's specifications and/or is disconnected or is moved (without FSP Management authorization) from its original installed location is strictly prohibited. This includes, but is not limited to, breaking evidence tape/connection sealer on equipment connections, cutting wires or cable, moving mounted equipment (speakers, microphones, antennas, etc.), rerouting any wiring, not putting radio equipment back in its original installed location, disconnecting any connectors, etc. Interfering with the operations of the equipment is strictly prohibited.

If modification and/or interference is suspected, SBCTA shall conduct an inspection of the equipment on/near the Beat area, or the vehicle may be sent to a designated location determined by SBCTA. CONTRACTOR shall not access the AVL equipment in any way until SBCTA has concluded an inspection.

1) If any alterations are found with AVL-related equipment owned by SBCTA, the CONTRACTOR shall be fined, at a minimum, two complete FSP shifts (7 - 9 hours) at three (3) times the hourly penalty rate. The final penalty shall be determined and assessed by FSP Management.

2) SBCTA shall designate the AVL installer and technician that will review and repair the AVL systems.

3) In the event of alterations, CONTRACTOR is responsible for any expenses, including but not limited to transportation, labor, repair, and replacement, incurred to repair the AVL equipment/system for the SBCTA FSP tow operations. Costs incurred to repair and document the equipment will be deducted from payment of the CONTRACTORS monthly invoice. Please refer to Contract for further details on violations and penalties.

6.0 **DRIVERS**

All Drivers shall be required to have a safe driving record and valid California Class C driver's license. All Drivers shall be at least 18 years of age at the time of background check. All Drivers shall be subject to driving record and criminal background checks through the CHP.

FSP Driver Certification Requirements

The following are required to be completed before the issuing of a California Tow Truck FSP driver Certificate DL64:

Attachment: 25-1003218 Exhibit A (11730 : Award Contract No. 25-1003218 for FSP Services - Beat 11/29)

1. CHP 234F Form (Tow FSP Driver/FSP Driver Information) submitted to CHP.
2. Successfully passed a driving record and criminal history check.
3. Pay all processing fees.
4. Submit to fingerprinting.
5. Successfully pass a CHP-administered Proficiency Test.
6. Complete an SHRP 2 /TIMS training course and provide a certificate of completion.
7. Attend and pass an FSP driver certification class.
8. Obtain a Medical Examiner's Certificate (MEC) MCSA-5875.
9. Be issued an FSP Driver Identification Card.
10. Successfully complete ten (10) shifts of ride-a-longs with an approved FSP driver trainer.
11. As required by California Vehicle Code Sections 2430.5 and 2431, all applicants and owners are required to have a valid California driver's license and criminal history check. After CHP receives and accepts a completed CHP 234F, CHP will perform a California driver's license and criminal history check. CHP will perform background checks ONLY upon acceptance of a CHP 234F.
12. The California driver's license check will consist of confirming that the applicant has a valid driver's license and the applicant's point count is within standards set forth in the SOP.
13. The criminal history check will consist of a livescan background check to determine whether the applicant meets the criteria for a Driver Certificate, as outlined in California Vehicle Code Section 13377 and the FSP contract. **The cost of the livescan and DL64 will be at the CONTRACTOR's expense.**
14. If the applicant passes the preliminary check, then the applicant shall submit to fingerprinting to complete the background check at the CONTRACTOR's expense.
15. In addition, SBCTA and/or CHP may, in their sole discretion, require a CONTRACTOR to replace any Driver or potential Driver who is determined not to be a suitable representative of the FSP Program to the public based on the background check or any other reason.

Drivers shall be sufficiently experienced in the tasks of tow truck operations and proficient with all required FSP equipment to provide safe and proper service. Drivers from other FSP service areas will be evaluated by the CHP FSP Officer on a case-by-case basis. All Drivers must be capable of demonstrating their tow operating abilities prior to formal CHP training. Additionally, the Drivers will be required to exercise good, sound judgment in carrying out their duties.

The CONTRACTOR's Drivers shall be required to inform the CHP Communications Center at any time they leave the assigned Beat, whether to replenish expendable items such as gasoline or radiator water, to take breaks, etc. The Driver shall be required to immediately notify the CHP Communications Center upon a tow truck breakdown.

Each Driver shall be responsible for accurately entering the following into their Tablet Computer:

- Pre-shift inspection worksheet prior to the commencement of driving the tow truck. This must be completed at the tow yard, prior to leaving the yard and driving to the Beat.
- Log of mileage prior to commencement of driving the tow truck on the Beat and at the end of the shift. This must be completed in a safe location at or near the Beat location, prior to beginning the shift and at the end of the shift.

The Driver shall also be required to complete an assist record, on the Tablet Computer, for each incident.

Drivers will be required to utilize a Tablet Computer to input the mileage log, inspection worksheet, and each assist, which will include location, vehicle make, model, license number, type of assistance

Attachment: 25-1003218 Exhibit A (11730 : Award Contract No. 25-1003218 for FSP Services - Beat 11/29)

provided, etc. Drivers will be trained to use the Tablet Computers to enter accurate data using SBCTA data collection software.

Other important forms Driver must complete and turn in when assisting motorists are the FSP Tow Truck Release Forms and the Damage Release Forms. It is critical these forms are completed in a clear and accurate manner and returned to the FSP CHP Officers by the l0th day of the preceding month as quickly as possible, and no longer than a maximum of thirty (30) business days from the date of the assist. Any CONTRACTOR who fails to complete and turn in these required forms may be subject to penalties as outlined in the contract.

The CONTRACTOR is required to participate in the California Department of Motor Vehicles (DMV) Pull Notice Program.

If a Driver is convicted of a crime listed in California Public Resources Code Section 5164 or California Vehicle Code 13377, the CONTRACTOR may be required to remove that Driver from the FSP program. If a Driver is charged with any such crimes, the CONTRACTOR may be required to suspend that Driver from duties under this Contract pending the outcome of the criminal case. If the Driver is convicted of a lesser crime not described above, CHP may direct SBCTA to have the CONTRACTOR remove that Driver from the duties under the FSP program. The FSP program has a zero-tolerance drug/alcohol policy. Any FSP driver found in violation of this policy will be immediately removed from the FSP Program and may be arrested pursuant to SOP Section 2.4.

Mandatory CHP refresher training classes/meetings shall be scheduled during non-FSP hours. A minimum of four (4) hours refresher training per year is required. The SBCTA FSP Program conducts a one-hour refresher training class/meeting each quarter, for a total of four hours of on- going training each year. CONTRACTOR shall pay all Drivers and Back-Up Drivers for attendance at the required training.

Driver Equipment

CONTRACTOR is responsible for providing Drivers with specified uniforms, black protective toe boots, nameplates, and other equipment. The equipment includes navy blue jump suits or shirts and pants. If coveralls are worn, they shall have a collar with a zipper. Optionally, drivers may wear a standard navy blue (long-sleeve only) uniform shirt, with a fluorescent orange trim (must be only 2.5" wide), with a ½" silver reflective tape down the middle. The only approved trim color is fluorescent orange with a ½" silver reflective tape in the middle. The fluorescent tape cannot be wider than the allowed 2.5" wide. All uniforms shall be clean, properly maintained, and replaced whenever excessively worn.

A detachable brass or gold colored nameplate shall be worn with the first initial of the first name and the full last name of the Driver. Letters shall not exceed ½" tall; nameplate must be approved by an FSP CHP officer. The nameplate shall be worn above the right chest pocket on the vest.

A safety vest with reflective stripes shall be worn; SBCTA will supply vests. A small FSP logo shall be sewn/silkscreened on the front of the safety vest over the left front pocket of the uniform, and a small FSP logo shall be sewn/silkscreened on the left sleeve of the vest. A large FSP logo shall be sewn/silkscreened across the middle portion of the back of each safety vest. SBCTA will supply vests to the CONTRACTOR with the FSP logos already sewn/silkscreened on per CHP's required FSP logo placement locations. The brass or gold nameplate with the Driver's first initial of first name and full last name shall be displayed on the front of the safety vest over the right front pocket. **The CONTRACTOR is responsible for obtaining FSP CHP officer approval of the Driver**

Attachment: 25-1003218 Exhibit A (11730 : Award Contract No. 25-1003218 for FSP Services - Beat 11/29)

nameplates, and the CONTRACTOR is responsible for the purchase and placement of the Driver nameplate. An FSP logo is not required to be sewn/applied on the navy-blue Driver uniform.

All Drivers shall wear black work boots with protective (steel or composite) toe.

During cold weather, a navy-blue jacket may also be worn at the Driver's option, if it meets all the uniform specifications. The CONTRACTOR and/or the Driver may contact CHP for any uniform questions or clarifications.

Rain gear shall be waterproofed material, navy blue or yellow in color.

Hats, if worn, shall be baseball-type cap and navy blue in color. An "FSP" logo may be sewn/silkscreened on the hat above the brim. No other logos/names shall be accepted. A beanie may also be worn, which must be navy blue in color and worn only with a jacket or long sleeve shirt under the vest. A picture of the uniform is provided toward the end of this scope of work.

CONTRACTOR should refer to the most current SOP Manual in making sure it is following the most recent Driver equipment requirements.

FSP UNIFORM PHOTO EXAMPLES








Attachment: 25-1003218 Exhibit A (11730 : Award Contract No. 25-1003218 for FSP Services - Beat 11/29)

FSP UNIFORM STRIPE EXAMPLES





7.0 **LOCAL OFFICE**

The CONTRACTOR shall provide a local office for contract administration purposes. This office shall be staffed by either the CONTRACTOR or its representative who is authorized to conduct business and make decisions on behalf of the CONTRACTOR. The office shall have business hours coinciding with CONTRACTOR's Beat(s) hours of operation. The office shall be established within proximity to the CONTRACTOR's Beat(s) and shall be located in Riverside, San Bernardino, Los Angeles or Orange counties. An FSP-Certified Back-Up Tow Truck and an FSP-Certified Back-Up Tow Truck Driver must be available within 45 minutes of request, regardless of the CONTRACTOR's office location.

The CONTRACTOR shall also provide telephone, scanner, and email through which they, or a responsible representative authorized to conduct business and make decisions on behalf of the CONTRACTOR, can be reached during the non-service hours of operation for the length of the contract. During non-business hours, an answering machine, provided at the CONTRACTOR's expense, shall be available to log calls, take complaints, etc. An email address that is monitored throughout each day shall be provided for "noticing" purposes during operational and non-service hours. The CONTRACTOR will be responsible for having a company representative monitor and review messages/notices daily and respond in a timely manner. Please see the contract for penalties associated with failure to respond to communications from CHP and/or SBCTA.

8.0 **BEAT DESCRIPTIONS**

Beat No.	Beat Description	One-Way Length in Miles	No. of Primary FSP Trucks in both AM and PM	No. of FSP certified Back-Up Tow Trucks
11/29	I-10 FROM SIERRA AVE TO COUNTY LINE ROAD	22.25	2	1

Attachment: 25-1003218 Exhibit A (11730 : Award Contract No. 25-1003218 for FSP Services - Beat 11/29)

Please refer to Map of Beat No. 11/29 area

Beat 11/29 is scheduled to operate from 6:00 a.m. to 8:30 a.m. on Monday through Friday and from 1:30 p.m. to 6:00 pm (Monday through Thursday). On Fridays, the PM shift is from 11:30 a.m. to 6:00 p.m.

FSP Beat No. 11/29 requires two (2) Primary FSP-Certified Tow Trucks and one (1) Primary FSP-Certified Back-up Tow Truck available during all FSP operational service hours. One (1) truck shall operate on I-10 from Sierra Ave. to Waterman Ave., and one (1) truck shall operate from Waterman Ave. to County Line Rd.

9.0 BEAT MAP



Attachment: 25-1003218 Exhibit A (11730 : Award Contract No. 25-1003218 for FSP Services - Beat 11/29)

10.0 **FSP SERVICE HOURS AND EXTRA WORK HOURS**

Approximate total service hours per primary vehicle per year is estimated to be as follows:

- Approximate Service Hours (Monday-Friday) per primary vehicle per year: 1,898 hours.

SBCTA reserves the right to change Beat operating times and operational requirements (i.e., length of Beat and hours of operation) during the Contract.

All Beats may be asked to participate in possible SBCTA "FSP Extra Work weekend contingency services," on an as-needed basis. Possible hours of operation may include Saturdays and Sundays from 10:00 a.m. to 6:00 p.m. Extra work is not guaranteed. The actual number of weekend hours or number of weekend trucks are not guaranteed. Written notice from SBCTA shall be required for commencement and termination of "FSP Extra Work weekend contingency services".

"Extra Work" for emergency coverage may be assigned for any of the seven (7) SBCTA FSP service areas:

1. Beat 5: SR-60 from Milliken Avenue to Reservoir Street (Los Angeles County line)
2. Beat 9: I-10 from Indian Hill Boulevard (Los Angeles County line) to Sierra Avenue
3. Beat 11/29: I-10 from Sierra Avenue to County Line Road (Riverside County line)
4. Beat 14: I-215 Center Street from the Riverside County line to Devore Road
5. Beat 23: I-15 from the Riverside County line to Sierra Avenue
6. Beat 27: I-15 from Sierra Avenue to Oak Hill Road
7. Beat 31: SR-210 from the Los Angeles County line to Citrus Avenue

FSP Beat No. 11/29 is the priority Beat for this RFP, which means that should a primary truck go down, the "Extra Work" Beat truck shall be deployed back to the primary Beat. SBCTA shall evaluate all travel times made from the "Extra Work" Beat to the primary Beat in a penalty time situation on a monthly basis. Final penalty determination shall be made by CHP and SBCTA.

The CONTRACTOR shall hold to all required standards addressing truck image and maintenance for the FSP-Certified Back-Up Tow Truck being used during "Extra Work," and CHP shall retain all rights to inspect and put the trucks out of service for non-compliance. Penalties shall still apply. In the event that the "Extra Work" Beat truck must be sent to cover the primary Beat, no penalty time shall be assessed for not having that back-up truck on the "Extra Work" Beat.

Each SBCTA tow operator agreement contains a clause regarding the Construction Freeway Service Patrol (CFSP). The goal of CFSP is to assist in construction zones outside of regular FSP hours or locations. The work is provided as "Extra Work" due to the uncertainty of the hours or changes in construction related to CFSP "Extra Work" projects.

Attachment: 25-1003218 Exhibit A (11730 : Award Contract No. 25-1003218 for FSP Services - Beat 11/29)

SBCTA reserves the right to change Beat hours, the length of a Beat and operational requirements during the Contract. Written notice from SBCTA shall be required for commencement and termination of "Extra Work".

11.0 FSP HOLIDAYS

PRELIMINARY LIST OF FSP HOLIDAYS

Services are to be provided on the days and hours designated in the Contract except for the following holidays:

1. Martin Luther King, Jr. Day (Monday)
2. Presidents' Day (Monday)
3. Memorial Day (Monday)
4. Independence Day (July 4 -varies)
5. Labor Day (Monday)
6. Veterans Day (varies)
7. Thanksgiving Day (Thursday)
8. Day after Thanksgiving (Friday)
9. Christmas Day (December 25 - varies)
10. New Year's Day (January 1 -varies)

In addition to the above service hours, at the discretion of SBCTA and the FSP CHP Officers, additional service may be requested on certain "high traffic days" prior to or following certain holidays (e.g., July 4th, Labor Day, Sunday following Thanksgiving Day, Memorial Day).

Attachment: 25-1003218 Exhibit A (11730 : Award Contract No. 25-1003218 for FSP Services - Beat 11/29)

EXHIBIT “B”
“COMPENSATION SUMMARY ”

Attachment: 25-1003218 Exhibit B Compensation Summary - TO BE ADDED WITH AGENDA ITEM CONTRACT (11730 : Award Contract No. 25-

COMPENSATION SUMMARY[1]

FIRM	PROJECT TASKS/ROLE	COST
Royal Coaches Auto Body & Towing, Inc.	Freeway Service Patrol Beat 11/29	$2,569,215
	TOTAL COSTS	**$ 2,569,215.00**

[1] Board of Directors authorization pertains to total contract award amount. Compensation adjustments between consultants may occur; however, the maximum total compensation authorized may not be exceeded.

Attachment: 25-1003218 Exhibit B Compensation Summary - TO BE ADDED WITH AGENDA ITEM CONTRACT (11730 : Award Contract No. 25-

EXHIBIT "C"

"SUMMARY OF FSP VIOLATIONS AND PENALTIES"

Attachment: 25-1003218 Exhibit C (11730 : Award Contract No. 25-1003218 for FSP Services - Beat 11/29)

EXHIBIT C
SUMMARY OF FSP VIOLATIONS AND PENALTIES

Below is a list of penalties that can be assessed to a Contractor if not in compliance with the policies and procedures of the Freeway Service Patrol Program. All final penalties shall be assessed by the determination of SBCTA.

Relevant section	Description of violation	Penalty
12.0	Contractor does not have two (2) primary and one (1) back-up (wheel lift) tow trucks "FSP" ready for SBCTA to install equipment and for CHP to inspect ten (10) business days prior to the start of a Beat.	Flat $1,000 fine. In addition, should the trucks not be ready by the start of shift, the Contractor shall be fined three times the hourly rate in one minute increments for every minute compliance is not met.
5.0	Not meeting tow truck requirements outlined in the contract.	Three (3) times the hourly contract rate in one (1) minute increments until requirement is met. If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate.
5.0 B	Not having a certified FSP "back-up" tow truck and/or Driver	Three (3) times the hourly contract rate in one (1) minute increments until requirement is met. If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate.
5.0 C	Tow truck not made available within 45 minutes due to equipment/truck breakdown.	The CONTRACTOR has 45 minutes to correct the problem if the breakdown occurs during the shift, the penalty for the forty five (45) minute period will be calculated in one (1) minute increments on a straight hourly rate. Time beyond 45 minutes will be calculated as penalized time (Three (3) times the hourly contract rate in one (1) minute increments). Exact penalized down time rate is detailed in the Contract. If a truck is not ready due to a breakdown at the beginning of a shift, penalty will begin at the beginning of the shift at the penalized rate. If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate
12.0	Contractor fines 9.B.4 Contractor fines are assessed for violations of the FSP contract or the SOP that are not directly related to FSP truck operations. This includes but not limited to: Failing to turn required paperwork in on time (Surveys, inspection sheets, etc.), damage to FSP Program equipment, or not supplying Driver the proper equipment as required in the FSP Contract.	The fine amount shall not exceed $50.00 for each individual occurrence or violation, with the exception of replacement costs.
5.0 E	Tablet Computers not being charged in designated location during non-FSP operational hours.	$50.00 per tablet
5.0 E	Email correspondence from CHP/SBCTA not being acknowledged. It is critical that the email address that the CONTRACTOR provides is working at all times. CONTRACTOR is required to report problems with email system immediately to SBCTA.	$100.00 per day of no response
5.0 E	Lost/damaged equipment	Full cost if lost or damaged beyond normal wear and tear. If equipment is repairable, the cost of the repair shall be deducted from contractors invoice.

Attachment: 25-1003218 Exhibit C (11730 : Award Contract No. 25-1003218 for FSP Services - Beat 11/29)

SOP	Contractor did not follow proper tip procedure per the SOP on Page 40, Section 6.B.	$50.00 per occurrence
5.0 F	Tampering with FSP AVL equipment	2 FSP shifts (7 hours) at the CONTRACTOR'S penalty rate (3 times the normal hourly rate) plus AVL Technician's transportation, labor, repair and/or replacement costs.
5.0 G	Damage Release/Release of liability forms not completed, not filled out properly, or not submitted within thirty (30) calendar days from the date on the form.	$5.00-50.00 per incident at the discretion of Commission.
5.0 G	Duplicate customer unique digit survey number >10%	$50 and up. Case by case basis as determined by FSP Management.

Attachment: 25-1003218 Exhibit C (11730 : Award Contract No. 25-1003218 for FSP Services - Beat 11/29)

Minute Action

AGENDA ITEM: 11

Date: July 2, 2025

Subject:
Amendment No. 1 to Contract No. 20-1002377 for On-Call Environmental Services

Recommendation:
That the Board, acting as the San Bernardino County Transportation Authority:

Approve Amendment No. 1 to Contract No. 20-1002377 with Vandermost Consulting Services, Inc., for On-Call Environmental Services, to extend the contract term by one year, through October 31, 2026.

Background:
In November 2020, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) awarded Contract No. 20-1002377 to Vandermost Consulting Services, Inc., for On-Call Environmental services for the various projects within the Major Projects Delivery Program. Section 4.3 of Contract No. 20-1002377 provides that, "If work on a Contract Task Order (CTO) is in progress on the expiration date of this Contract, the terms of the Contract shall be extended by contract amendment." Contract No. 20-1002377 will expire on October 31, 2025; however, there is ongoing work that will not be completed by the contract expiration date. For this reason, staff is requesting a one-year extension, revising the contract end date to October 31, 2026. This amendment will only extend the contract term for open task orders; no new task orders will be issued under this contract.

The following CTOs will have continued efforts required beyond the current expiration date:

CTO 8: Habitat Management Plan and Monitoring Plan for the State Route 210 Mixed Flow Lane Addition Project

CTO 11: Bat Monitoring for the Interstate 10 East Bound Truck Climbing Lane

CTO 13: Biological Surveys for Interstate 15 (I-15) Cajon Pass

CTO 14: Hazardous Waste Surveys for I-15 Cajon Pass

CTO 15: Environmental Coordination for Redlands/Highland Regional Gap Connector

Financial Impact:
This item is consistent with the 2025/2026 Fiscal Year Budget, in Program 40 using MSI funds.

Reviewed By:
This item was reviewed and recommended for approval (20-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on June 12, 2025. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft amendment.

Responsible Staff:
Tracy Escobedo, Management Analyst II

Approved
Board of Directors
Date: July 2, 2025

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 20-1002377 Amendment No.: 1

Contract Class: Payable Department: Project Delivery

Vendor No.: 02310 Vendor Name: Vandermost Consulting Services, Inc.

Description: On-Call Environmental Services

List Any Related Contract Nos.:

Dollar Amount					
Original Contract	$	3,000,000.00	Original Contingency	$	-
Prior Amendments	$	-	Prior Amendments	$	-
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**

Contract Authorization

Board of Directors Date: 07/02/2025 Board Item # 11729

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? No N/A

Federal/State/Local Professional Services (Non-A&E)

Accounts Payable

Estimated Start Date: 11/07/2020 Expiration Date: 10/31/2025 Revised Expiration Date: 10/31/2026

NHS: N/A QMP/QAP: No Prevailing Wage: No

	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding: $ 3,000,000.00	Total Contingency: $ -
GL:		40	0815	0000	52001		620	Multi	3,000,000.00	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-

Tracy Escobedo
Project Manager (Print Name)

Kristi Harris
Task Manager (Print Name)

Additional Notes:

Attachment: CSS 20-1002377-01 (11729 : Amendment No. 1 to Contract No. 20-1002377 for On-Call Environmental Services)

AMENDMENT NO. 1 TO CONTRACT NO. 20-1002377

BY AND BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

VANDERMOST CONSULTING SERVICES, INC.

FOR

ON-CALL ENVIRONMENTAL SERVICES

This AMENDMENT NO. 1 to Contract No. 20-1002377 is made by and between the San Bernardino County Transportation Authority ("SBCTA") and Vandermost Consulting Services, Inc. ("CONSULTANT"). SBCTA and CONSULTANT are each a "Party" and collectively the "Parties" herein.

RECITALS:

A. The Parties entered into Contract No. 20-1002377 on December 9, 2020, setting forth the terms and conditions for CONSULTANT's provision of On-Call Environmental Services ("Contract"); and

B. SBCTA and CONSULTANT desire to amend the Contract to extend the term by one year through October 31,2026, to allow for completion of Contract Task Orders currently in progress.

NOW, THEREFORE, the Parties agree to amend the Contract as follows:

1. Section 4.1 of Article 4., Performance Period, is revised in its entirety to read as follows:

   "4.1 This Contract shall go into effect on November 6, 2020, contingent upon approval by SBCTA's Awarding Authority, and CONSULTANT shall commence work after written notification to proceed by SBCTA's Procurement Analyst. The Contract term, as to Contract Task Orders 8, 11, 13, 14 and 15 shall end on October 31, 2026, unless extended by written amendment. No other Contract Task Orders shall be issued during the remaining Contract term."

2. Except as amended by this Amendment No. 1, all other provisions of the Contract shall remain in full force and effect and are incorporated herein by this reference.
3. The Recitals set forth above are incorporated herein by this reference.
4. This Amendment No.1 is effective upon execution by SBCTA.

Attachment: [PDF] 20-1002377 Amendment 1 (11729 : Amendment No. 1 to Contract No. 20-1002377 for On-Call Environmental Services)

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No.1 below.

VANDERMOST CONSULTING SERVICES, INC.

By: _____
Julie Beeman
President/Secretary

Date: _____

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By:_____
Rick Denison
President, Board of Directors

Date: _____

APPROVED AS TO FORM:

By: _____
Julianna K.Tillquist
General Counsel

Date: _____

CONCURRENCE

By: _____
Alicia J. Bullock
Procurement Manager

Date: _____

Attachment: [PDF] 20-1002377 Amendment 1 (11729 : Amendment No. 1 to Contract No. 20-1002377 for On-Call Environmental Services)

Minute Action

AGENDA ITEM: 12

Date: July 2, 2025

Subject:
Interstate 10 Corridor Freight and Express Lanes Project - Contract 2A: Release Invitation for Bids No. 25-1003269

Recommendation:
That the Board, acting as the San Bernardino County Transportation Authority (SBCTA):

Authorize the Executive Director, or their designee, to release Invitation for Bids No. 25-1003269 for the construction of the Interstate 10 Corridor Freight and Express Lanes Project – Contract 2A, subject to final approval of the Plans, Specifications and Estimates package, Right-of-Way Certification, allocation of funds by the California Transportation Commission, and issuance of the federal authorization to proceed with construction, and approval as to form by SBCTA General Counsel, or her designee.

Background:
The Interstate 10 (I-10) Corridor Freight and Express Lanes Project – Contract 2 (Project) is the second phase of the San Bernardino County Transportation Authority (SBCTA) I-10 Corridor Express Lanes Program. The Project will include a single express lane in each direction from Interstate 15 (I-15) in the City of Ontario to Pepper Avenue in the City of Colton. To expedite project delivery, the Project will be divided into two construction contracts: Contract 2A from I-15 to Sierra Avenue and Contract 2B from Sierra Avenue to Pepper Avenue.

On July 6, 2022, the SBCTA Board of Directors (Board) awarded the professional services contract to initiate the Plans, Specifications, and Estimates (PS&E) phase of the Project. Caltrans has issued conditional acceptance of the 100% PS&E for Contract 2A on May 20, 2025.

Staff is recommending that the Board authorize the Executive Director, or their designee, to advertise the construction contract for the Project through the release of Invitation for Bids No. 25-1003269, subject to final approval of the Plans, Specifications and Estimates, Right-of-Way Certification, allocation of funds by the California Transportation Commission, and issuance of the federal authorization to proceed with construction, approval as to form by SBCTA General Counsel, or her designee. A future agenda item for the award of the construction contract will be brought to the Board for consideration in fall 2025.

Financial Impact:
This Project is included in the adopted Budget for Fiscal Year 2025/2026 and funded with Measure I Valley Freeway Program funds, Congestion Mitigation and Air Quality Program funds, Federal Surface Transportation Block Grant Program funds, Trade Corridor Enhancement Program funds, and Local Partnership Program-Formula Program funds in Program 40, Project Delivery under Task No. 0820 Freeway Projects, Sub Task No. 0821 I-10 Corridor Freight and Express Lanes - Contract 2A.

Reviewed By:
This item was reviewed and recommended for approval (19-1-0; Opposed: Hussy) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on June 12, 2025. SBCTA General Counsel and Procurement Manager have reviewed this item.

Entity: San Bernardino County Transportation Authority

Responsible Staff:
Heng Chow, Project Manager

Minute Action

AGENDA ITEM: 13

Date: July 2, 2025

Subject:
Interstate 15 Cajon Pass Northbound Corridor Freight Project – Contract No. 25-1003243 for PID and PA/ED and Cooperative Agreement No. 25-1003299 with California Department of Transportation

Recommendation:
That the Board, acting as the San Bernardino County Transportation Authority:

A. Award Contract No. 25-1003243 to HDR Engineering, Inc., in a not-to-exceed amount of $4,240,589.70, for Project Initiation Document (PID) and Project Approval & Environmental Document Services for the Interstate 15 Cajon Pass Northbound Corridor Freight Project (Project), for a three-year term, through June 30, 2028.

B. Approve a contingency budget of $424,058.97 for Contract No. 25-1003243, which would be released by the Department Director as necessary in compliance with SBCTA Contracting and Procurement Policy No. 11000.

C. Authorize the Executive Director, or their designee, to execute Cooperative Agreement No. 25-1003299 with the California Department of Transportation (Caltrans), in substantially the form presented and upon approval as to final form by General Counsel, for Caltrans' oversight services of the PID phase for the Project for an amount not-to-exceed $150,000.00.

Background:
Interstate 15 (I-15) between Devore Junction and State Route (SR) 138 faces significant congestion, with an annual average daily traffic of 176,000 vehicles, of which trucks comprise 15.63%. San Bernardino County Transportation Authority (SBCTA) and the California Department of Transportation (Caltrans) staff have agreed to investigate a truck climbing lane from north of Kenwood Avenue to SR 138. On August 22, 2024, SBCTA submitted to Caltrans a Letter of Intent to initiate the Project.

On January 8, 2025, Request for Proposals (RFP) No. 25-1003243 was released and posted on PlanetBids and SBCTA's website to solicit firms to assist SBCTA in providing Project Initiation Document (PID) and Project Approval/Environmental Document (PA/ED) for the Project. The solicitation was issued in accordance with SBCTA's Contracting and Procurement Policy No. 11000. The solicitation was sent electronically to approximately 1,497 firms and consultants registered on PlanetBids. Of the 1,497 firms notified, 64 firms downloaded the RFP.

On February 6, 2025, SBCTA received four proposals by the date and time specified in the RFP, from HDR Engineering, Inc., Jacobs Engineering Group Inc., Kimley-Horn and Associates, Inc., and T.Y. Lin International (TYLIN). A responsiveness review was conducted by the Procurement Analyst and found all four proposals were in compliance with the requirements and specifications outlined in the RFP.

The Evaluation Committee, comprised of staff from SBCTA and Caltrans District 8, concluded their individual reviews of the proposals and convened to review, discuss, and score the proposals. The Evaluation Committee members met on February 20, 2025, and discussed each proposal according to the evaluation criteria, including the proposal's strengths and weaknesses. At the completion of discussions, the Evaluation Committee individually scored the proposals

based on the following evaluation criteria: Qualifications of the Firm - 25%, Proposed Staffing and Project Organization - 25%, and Work Plan - 50%. The firms were ranked in order of technical merit, and a short-list was developed. The firms shortlisted and invited to interviews were: HDR Engineering, Inc., and TYLIN.

On February 27, 2025, both firms were interviewed, and the Evaluation Committee considered both qualified to perform the work specified in the RFP. HDR Engineering Inc., was ranked highest and demonstrated knowledge of the Project and provided highly qualified staff.

As a result of the scoring, the Evaluation Committee recommends that the contract to perform the scope of work as outlined in RFP No. 25-1003243 be awarded to HDR Engineering, Inc. The firm clearly demonstrated a thorough understanding of the scope of work, proposed a qualified team, had a clear and concise work plan, and had an innovative approach to the Project, showing the ability to perform the work necessary to complete the Project on schedule and within budget. Evaluation forms and reference checks are located in the contract audit file.

Contract No. 25-1003243 is to provide the PID and the PA/ED for the Project.

As the Project progresses to the PID, a cooperative agreement with Caltrans is required to define roles, responsibilities, and funding commitments for the PID phase. Under Cooperative Agreement No. 25-1003299, SBCTA would be the implementing agency for the Project. Since the Project is in the PID phase, this agreement is a payable agreement where SBCTA will reimburse Caltrans for oversight services. The oversight services are estimated at $150,000.00 per the Caltrans Planning Department.

I-15 is a federally designated Trade Corridor of National and Regional Significance within California's section of the National Highway Freight Network, as identified in the California Freight Mobility Plan. Therefore, advancing a project in the Cajon Pass area is essential for positioning Caltrans and SBCTA to successfully apply for the 2026 Trade Corridor Enhancement Program (TCEP) (Cycle 5). To maximize the likelihood of obtaining future TCEP funding, the PA/ED for this project must be completed by the end of 2026.

Staff recommends the following:

Recommendation A

Approve Contract No. 25-1003243 with HDR Engineering, Inc., for $4,240,589.70. The contract duration will be three years.

Recommendation B

Approve a contingency budget in the amount of $424,058.97 for Contract No. 25-1003243 and authorize the Department Director, or her designee, to release contingency as necessary for the Project per SBCTA's Contracting and Procurement Policy No. 11000.

Recommendation C

Authorize the Executive Director, or their designee, to execute Cooperative Agreement No. 25-1003299 with Caltrans for the PID phase of the Project, which designates SBCTA as the implementing agency and Caltrans as the oversight agency. A separate Cooperative Agreement with Caltrans for the PA/ED phase will be brought to the SBCTA Board of Directors in December 2025.

Financial Impact:
This Project is included in the adopted Budget for Fiscal Year 2025/2026 and funded with Measure I Cajon Pass funds in Program 40, Project Delivery.

Reviewed By:
This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on June 20, 2025. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft agreements.

Responsible Staff:
Sal Chavez, Project Delivery Manager

Approved
Board of Directors
Date: July 2, 2025

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 25-1003243 Amendment No.:

Contract Class: Payable Department: Project Delivery

Vendor No.: 00982 Vendor Name: HDR

Description: I-15 Cajon Pass Northbound Corridor Freight Project

List Any Related Contract Nos.: 25-1003299

Dollar Amount					
Original Contract	$	4,240,589.70	Original Contingency	$	424,058.97
Prior Amendments	$	-	Prior Amendments	$	-
Prior Contingency Released	$	-	Prior Contingency Released (-)	$	-
Current Amendment	$	-	Current Amendment	$	-
Total/Revised Contract Value	**$**	**4,240,589.70**	**Total Contingency Value**	**$**	**424,058.97**
		Total Dollar Authority (Contract Value and Contingency)		**$**	**4,664,648.67**

Contract Authorization

Board of Directors Date: 07/02/2025 Board Item # 11751

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? N/A No Budget Adjustment

Local Environmental Design N/A

Accounts Payable

Estimated Start Date: 07/02/2025 Expiration Date: 06/30/2028 Revised Expiration Date:

NHS: Yes QMP/QAP: No Prevailing Wage: N/A

	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding: $ 4,240,589.70	Total Contingency: $ 424,058.97
GL:	4710	40	0820	0857	52005	41100000	610	MSI CAJON PASS	4,240,589.70	424,058.97
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
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GL:									-	-
GL:									-	-
GL:									-	-

Juan Lizarde
Project Manager (Print Name)

Kristi Harris
Task Manager (Print Name)

Additional Notes:

Attachment: 25-1003243_CSS (11751 : I-15 Cajon Pass PID and PA/ED Contract Award and Caltrans Coop)

CONTRACT No. 25-1003243

BY AND BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

HDR ENGINEERING, INC.

FOR

PREPARATION OF PROJECT INITIATION DOCUMENT (PID) AND PROJECT APPROVAL/ENVIRONMENTAL DOCUMENT (PA/ED) FOR THE I-15 CAJON PASS NORTHBOUND CORRIDOR FREIGHT

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This contract ("Contract") is made and entered into by and between the San Bernardino County Transportation Authority, ("SBCTA"), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715; and HDR Engineering, Inc. ("CONSULTANT") whose address is: 2280 Market Street, Suite 100, Riverside, California 92501-2110. SBCTA and CONSULTANT are each a "Party" and collectively the "Parties."

RECITALS:

WHEREAS, SBCTA requires certain work or services as described in Exhibit A of this Contract; and

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

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

NOW, THEREFORE, the Parties agree as follows:

Attachment: [PDF] 25-1003243 (11751 : I-15 Cajon Pass PID and PA/ED Contract Award and Caltrans Coop)

ARTICLE 1. PROJECT DESCRIPTION/SCOPE OF WORK

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

1.2 The Project Manager for this Contract is Juan Lizarde, or such other designee as shall be designated in written notice to CONSULTANT from time to time by the SBCTA's Director of Project Delivery or his or her designee. The Project Manager shall have authority to act on behalf of SBCTA in administering this Contract, including giving notices (including, without limitation, notices of default and/or termination), technical directions and approvals, demanding performance and accepting work performed, but is not authorized to receive or issue payments or execute amendments to the Contract itself.

ARTICLE 2. CONTRACT TERM

The Contract term shall commence upon issuance of a written Notice To Proceed (NTP) issued by SBCTA's Procurement Analyst and shall continue in effect through June 30, 2028 or until otherwise terminated, or unless extended as hereinafter provided by written amendment, except that all indemnity and defense obligations hereunder shall survive termination of this Contract. CONSULTANT shall not be compensated for any work performed or costs incurred prior to issuance of the NTP.

ARTICLE 3. COMPENSATION

3.1 The method of payment for this Contract will be based on actual cost plus fixed fee. SBCTA will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the Work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT's cost proposal unless additional reimbursement is provided for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds SBCTA's approved overhead rate set forth in the Cost Proposal. In the event that SBCTA determines that a change to the Work from that specified in the Cost Proposal and Contract is required, the Contract time or actual costs reimbursable by SBCTA shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified herein shall not be exceeded, unless authorized by written amendment.

Escalation shall be at a specific rate, as shown on the Bureau of Labor Statistics Employment Cost Index for Total Compensation for private industry workers, Table 5,

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Attachment: [PDF] 25-1003243 (11751 : I-15 Cajon Pass PID and PA/ED Contract Award and Caltrans Coop)

Private Industry Workers, Occupational Group "Professional and Related" or its successor. The Employment Cost Index will be annually adjusted, apply to total benefits for the private industry economic sector and not be seasonally adjusted, but will include a 12-month percent change. Escalation shall commence as of August 2026, and shall be applied each August 1st for the term of the Contract.

3.2 In addition to the allowable incurred costs, SBCTA will pay CONSULTANT a fixed fee of $ 192,204.50. The fixed fee is nonadjustable for the term of the Contract, except in the event of a significant change in the Scope of Work and such adjustment is made by contract amendment.

3.3 Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

3.4 When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from SBCTA before exceeding such cost estimate.

3.5 Progress payments will be made monthly in arrears based on Services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Scope of Work, SBCTA shall have the right to delay payment or terminate this Contract in accordance with the Termination provisions herein.

3.6 No payment will be made prior to approval of any Work, nor any Work performed prior to approval of this Contract.

3.7 CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by SBCTA of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of Work for which CONSULTANT is billing except for the month of June, which will require the invoice to be submitted by July 10th. Invoices shall detail the Work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number. Final invoice must contain the final cost and all credits due SBCTA including any equipment purchased under the provisions of this Contract. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's Work. Invoices should be e-mailed to SBCTA at the following address:

ap@gosbcta.com

For large files over 30 megabytes, invoices can be submitted using this link:
https://sanbag-lfweb.sanbag.ca.gov/Forms/Invoice-submission

3.11 Intentionally Omitted

3.12 The total amount payable by SBCTA to CONSULTANT including the fixed fee shall not exceed $4,240,589.70.

3.13 Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by SBCTA. For personnel subject to

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Attachment: [PDF] 25-1003243 (11751 : I-15 Cajon Pass PID and PA/ED Contract Award and Caltrans Coop)

prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

3.14 All subcontracts in excess of $25,000 shall contain the above provisions.

ARTICLE 4. TAXES, DUTIES AND FEES

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

ARTICLE 5. AVAILABILITY OF FUNDS

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

ARTICLE 6. PERMITS AND LICENSES

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

ARTICLE 7. DOCUMENTATION AND RIGHT TO AUDIT

7.1 CONSULTANT shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of three (3) years from the date of final payment by SBCTA, or until the conclusion of all litigation, appeals or claims related to this Contract, whichever is longer. CONSULTANT shall provide SBCTA, or its authorized representatives access to Consultants' records which are directly related to this Contract for the purpose of inspection, auditing or copying during the entirety of the records maintenance period above. CONSULTANT further agrees to maintain separate records for costs of Work performed by amendment. CONSULTANT shall allow SBCTA, and its representatives or agents to reproduce any materials as reasonably necessary.

7.2 The cost proposal and/or invoices for this Contract are subject to audit by SBCTA at any time. After CONSULTANT receives any audit recommendations, the cost proposal shall be adjusted by CONSULTANT and approved by SBCTA's Project Manager to conform to the audit recommendations. CONSULTANT agrees that individual items of cost identified in the audit report may be incorporated into the Contract at SBCTA's sole discretion. Refusal by CONSULTANT to incorporate the audit or post award

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Attachment: [PDF] 25-1003243 (11751 : I-15 Cajon Pass PID and PA/ED Contract Award and Caltrans Coop)

recommendations will be considered a breach of the Contract and cause for termination of the Contract. Any dispute concerning the audit findings of this Contract shall be reviewed by SBCTA's Chief Financial Officer. CONSULTANT may request a review by submitting the request in writing to SBCTA within thirty (30) calendar days after issuance of the audit report.

7.3 Subcontracts in excess of $25,000 shall contain this provision.

ARTICLE 8. RESPONSIBILITY OF CONSULTANT

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

8.2 In addition to any other requirements of this Contract or duties and obligations imposed on CONSULTANT by law, CONSULTANT shall, as an integral part of its Work, employ quality control procedures that identify potential risks and uncertainties related to scope, schedule, cost, quality and safety of the Project and the Work performed by CONSULTANT within the areas of CONSULTANT's expertise. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impact on adjacent properties, public safety, and environmental considerations. At any time during performance of the Scope of Work, should CONSULTANT observe, encounter, or identify any unusual circumstances or uncertainties, which could pose potential risk to SBCTA or the Project, CONSULTANT shall immediately document such matters and notify SBCTA in writing. CONSULTANT shall also similarly notify SBCTA in regard to the possibility of any natural catastrophe, potential failure, or any situation that exceeds environmental, design, and/or construction assumptions and could precipitate a failure of any structure or other part of the Project. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable SBCTA to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.

8.3 Intentionally Omitted

8.4 SBCTA shall advise CONSULTANT of their responsibility and collect the amount due, including but not limited to, withholding of payments, if the recoverable cost will exceed the administrative cost involved or is otherwise in SBCTA's best interest. SBCTA shall include in the Contract Audit File a written statement of the reasons for the decision to recover or not recover the costs from CONSULTANT.

8.5 CONSULTANT shall, document the results of the Work to the satisfaction of SBCTA. This may include preparation of progress and final reports, or similar evidence of attainment of SBCTA's objectives.

8.6 As applicable, the responsible consultant/engineer shall sign all engineering data furnished by him/her, and where appropriate, indicate his/her California registration or license number.

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Attachment: [PDF] 25-1003243 (11751 : I-15 Cajon Pass PID and PA/ED Contract Award and Caltrans Coop)

ARTICLE 9. REPORTING AND DELIVERABLES

All reports and deliverables shall be submitted in accordance with Exhibit A – "Scope of Work". At a minimum, CONSULTANT shall submit monthly progress reports with their monthly invoices. The report shall be sufficiently detailed for SBCTA to determine if the CONSULTANT is performing to expectations or is on schedule to provide communication of interim findings, and to sufficiently address any difficulties or problems encountered, so remedies can be developed.

ARTICLE 10. TECHNICAL DIRECTION

10.1 Performance of Work under this Contract shall be subject to the technical direction of SBCTA's Project Manager, which will be identified in writing to CONSULTANT, upon issuance of the NTP and/or subsequently by written notice during the Contract. The term "Technical Direction" is defined to include, without limitation:

10.1.1 Directions to CONSULTANT which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Scope of Work.

10.1.2 Provision of written information to CONSULTANT which assists in the interpretation of drawings, reports, or technical portions of the Scope of Work described herein.

10.1.3 Review and, where required by the Contract, approval of technical reports, drawings, specifications and technical information to be delivered by CONSULTANT to SBCTA under the Contract.

10.1.4 SBCTA's Project Manager may modify this Contract for certain administrative modifications without issuing a written amendment. Administrative modifications as defined herein are limited to: substitutions of personnel identified in this Contract, including Key Personnel and subconsultants; modifications to hourly rates, classifications, and names of personnel in Exhibit B; and modifications of the address of the CONSULTANT. All administrative modifications shall be documented in writing between the Parties.

10.2 Technical Direction must be within the Scope of Work under this Contract. SBCTA's Project Manager does not have the authority to, and may not, issue any Technical Direction which:

10.2.1 Increases or decreases the Scope of Work;

10.2.2 Directs CONSULTANT to perform Work outside the original intent of the Scope of Work;

10.2.3 Constitutes a change as defined in the "CHANGES" Article of the Contract;

10.2.4 In any manner causes an increase or decrease in the Contract price as identified in Article 3, herein, or the time required for Contract performance;

10.2.5 Changes any of the expressed terms, conditions or specifications of the Contract; unless identified herein;

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10.2.6 Interferes with the CONSULTANT's right to perform the terms and conditions of the Contract; or

10.2.7 Approves any demand or claim for additional payment.

10.3 Failure of CONSULTANT and SBCTA's Project Manager to agree that the Technical Direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken, shall be subject to the provisions of the "DISPUTES" Article herein.

10.4 All Technical Direction shall be issued in writing by SBCTA's Project Manager.

10.5 CONSULTANT shall proceed promptly with the performance of Technical Direction issued by SBCTA's Project Manager, in the manner prescribed by this Article and within their authority under the provisions of this Article. If, in the opinion of CONSULTANT, any instruction or direction by SBCTA's Project Manager falls within one of the categories defined in 10.2.1 through 10.2.7 above, CONSULTANT shall not proceed but shall notify SBCTA in writing within five (5) working days after receipt of any such instruction or direction and shall request SBCTA to modify the Contract accordingly. Upon receiving the notification from the CONSULTANT, SBCTA shall:

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

10.5.2 Advise CONSULTANT within a reasonable time whether SBCTA will or will not issue a written amendment.

ARTICLE 11. CHANGES

11.1 The Work shall be subject to changes by additions, deletions, or revisions made by SBCTA. CONSULTANT will be advised of any such changes by written notification from SBCTA describing the change. This notification will not be binding on SBCTA until SBCTA's Awarding Authority has approved any amendment to this Contract.

11.2 Promptly after such written notification of change is given to CONSULTANT by SBCTA, the Parties will attempt to negotiate a mutually agreeable adjustment to compensation or time of performance and amend the Contract accordingly.

ARTICLE 12. EQUAL EMPLOYMENT OPPORTUNITY

12.1 During the term of this Contract, CONSULTANT shall not willfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status. CONSULTANT agrees to comply with the provisions of Executive Orders 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

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12.2 The contractor and all subcontractors shall comply with all provisions of Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin. In addition, the contractor and all subcontractors will ensure their services are consistent with and comply with obligations and procedures outlined in SBCTA's current Board-adopted Title VI Program, including the Public Participation Plan and the Language Assistance Plan.

ARTICLE 13. CONFLICT OF INTEREST

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

ARTICLE 14. KEY PERSONNEL

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

Name	Job Classification/Function
Mark Hager, PE	Project Manager
Brian Smith, PE	Deputy Project Manager
Julian Hernandez	Engineering and Planning Lead
Montse Martin, PE	Structures Lead
Jason Pack, PE	Traffic Lead
Alahesh Thurairajah, PE	Geotechnical Lead
Brian Calvert	Environmental Lead

ARTICLE 15. REPRESENTATIONS

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

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ARTICLE 16. PROPRIETARY RIGHTS/CONFIDENTIALITY

16.1 If, as part of this Contract, CONSULTANT is required to produce materials, documents data, or information ("Products"), then CONSULTANT, if requested by SBCTA, shall deliver to SBCTA the original of all such Products which shall become the sole property of SBCTA. Any modification or reuse of the Products by SBCTA for purposes other than those intended by this Contract shall be at SBCTA's sole risk and without liability to CONSULTANT.

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

16.3 Except as reasonably necessary for the performance of the Work, CONSULTANT agrees that it, its employees, agents and subconsultants will hold in confidence and not divulge to third parties, without prior written consent of SBCTA, any information obtained by CONSULTANT from or through SBCTA unless (a) the information was known to CONSULTANT prior to obtaining same from SBCTA; or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes, part of the public domain, but not as a result of the fault of or an unauthorized disclosure by CONSULTANT or its employees, agents, or subconsultants; or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to CONSULTANT's knowledge and belief, the right to disclose the same. Any materials and information referred to in this Article which are produced by CONSULTANT shall be maintained as confidential until released in writing by SBCTA, except to the extent such materials and information become subject to disclosure by SBCTA under the California Public Records Act or other law, or otherwise become public information through no fault of CONSULTANT, or its employees or agents. Any communications with or work product of SBCTA's legal counsel to which CONSULTANT or its subconsultants or agents have access in performing work under this Contract shall be subject to the attorney-client privilege and attorney work product doctrine and shall be confidential.

16.4 CONSULTANT shall not use SBCTA's name or photographs in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA. CONSULTANT shall not release any reports, information or promotional material related to this Contract for any purpose without prior written approval of SBCTA.

16.5 All press releases or press inquiries relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SBCTA unless otherwise agreed to in writing by both Parties.

16.6 CONSULTANT, its employees, agents and subconsultants shall be required to comply with SBCTA's Confidentiality Policy; anyone who may have access to Personally Identifiable Information ("PII") and/or Sensitive Security Information ("SSI") will be required to execute a Confidentiality Agreement.

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ARTICLE 17. CONSTRUCTION CLAIMS

Intentionally Omitted

ARTICLE 18. TERMINATION

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

18.1.1 CONSULTANT shall deliver to SBCTA all deliverables prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA. Upon such delivery, CONSULTANT may then invoice SBCTA for payment in accordance with the terms herein.

18.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the Contract cost based upon the percentage of all contracted Work satisfactorily executed to the date of termination.

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

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

18.2.1 CONSULTANT shall deliver to SBCTA all finished and unfinished deliverables under this Contract prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA within ten (10) working days of said notice.

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

ARTICLE 19. STOP WORK ORDER

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

ARTICLE 20. CLAIMS

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

ARTICLE 21. INSURANCE

21.1 CONSULTANT shall furnish SBCTA with original Certificates of Insurance, including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this clause) and a copy of the Declarations and Endorsement Page(s) of the CGL policy listing all policy endorsements, before work begins. Prior to commencing the Work, subject to the provisions of Article 21.2 "General Provisions", at all times during the performance of the Work, and for such additional periods as required herein, CONSULTANT shall, at CONSULTANT's sole expense, procure and maintain insurance coverage with the following minimum requirements, and shall require all subcontractors of every tier performing any portion of the Work to procure and maintain such insurance as specified below:

21.1.1 Professional Liability. The policies must include the following:

- A limit of liability not less than $3,000,000 per claim
- An annual aggregate limit of not less than $9,000,000
- Coverage shall be appropriate for the CONSULTANT's profession and provided services to include coverage for errors and omissions arising out of the CONSULTANT's professional services, or services of any person employed by the CONSULTANT, or any person for whose acts, errors, mistakes or omissions the CONSULTANT may be legally liable.
- If Coverage is on a claims made basis:
  - Policy shall contain a retroactive date for coverage of prior acts, which date will be prior to the date the CONSULTANT begins to perform Work under this Contract.
  - CONSULTANT shall continue to maintain coverage, or secure and maintain "tail" coverage for a minimum of five (5) years after Contract completion.

21.1.2 Worker's Compensation/Employer's Liability. The policies must include the following:

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- Coverage A. Statutory Benefits
- Coverage B. Employer's Liability
- Bodily Injury by accident - $1,000,000 per accident
- Bodily Injury by disease - $1,000,000 policy limit/$1,000,000 each employee

Such policies shall contain a waiver of subrogation in favor of the parties named as Indemnitees below. Such insurance shall be in strict accordance with the applicable workers' compensation laws in effect during performance of the Work by CONSULTANT or any subconsultant of any tier. All subconsultants of any tier performing any portion of the Work for CONSULTANT shall also obtain and maintain the same insurance coverage as specified in this subparagraph, with a waiver of subrogation in favor of CONSULTANT and all parties named as Indemnitees below. Where coverage is provided through the California State Compensation Insurance Fund, the requirement for a minimum A.M. Best rating does not apply.

21.1.3 Commercial General Liability. The policy must include the following:

- Consultant shall maintain commercial general liability (CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and, if necessary, excess/umbrella commercial liability insurance, with a combined limit of liability of not less than **$7,000,000 each occurrence and $7,000,000 aggregate**.
- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations (including explosion, collapse and underground coverage), duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
  - $7,000,000 per occurrence limit for property damage or bodily injury
  - $1,000,000 per occurrence limit for personal injury and advertising injury
  - $7,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 10 01) if SBCTA's Risk Manager determines it is in SBCTA's best interests to require such coverage,
- If a general aggregate applies, it shall apply separately to this project/location. The project name must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

All subconsultants of any tier performing any portion of the Work for CONSULTANT shall also obtain and maintain the CGL insurance coverage with limits not less than:

- Each occurrence limit: $1,000,000
- General aggregate limit: $2,000,000

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- Personal injury and advertising limit: $1,000,000
- Products-completed operations aggregate limit $2,000,000

All subconsultants' and sub-subconsultants' deductibles or self-insured retentions must be acceptable to SBCTA's Risk Manager.

21.1.4 Umbrella/Excess CGL. The policy must include the following:

- If the CONSULTANT elects to include an umbrella or excess policy to cover any of the total limits required beyond the primary commercial general liability policy limits and/or the primary commercial automobile liability policy limits, then the policy must include the following:
    - The umbrella or excess policy shall follow form over the CONSULTANT's primary general liability coverage and shall provide a separate aggregate limit for products and completed operations coverage.
    - The umbrella or excess policy shall not contain any restrictions or exclusions beyond what is contained in the primary policy.
    - The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
    - The umbrella or excess policy must also extend coverage over the automobile policy if it is to be used in combination with the primary automobile policy to meet the total insurance requirement limits.

There shall be no statement limiting the coverage provided to the parties listed as additionally insureds or as indemnitees below.

21.1.5 Commercial Auto. The policy must include the following:

- A total limit of liability of not less than **$5,000,000** each accident. This total limit of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article.
- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONSULTANT services.
- Combined Bodily Injury and Property Damage Liability insurance.
- The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

21.1.6 Pollution Liability. Intentionally Omitted

21.1.7 Railroad Protective Liability. **Only required when working in close proximity to a railroad. If this coverage is required by a third-party railroad or railroad operator, then the following coverage is required.** The policy must include the following:

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- Should the CONSULTANT need to perform activities in a railroad right-of-way, SBCTA's Risk Manager and/or a railroad operator may require CONSULTANT to provide Railroad Protective Liability.
- In such a case, the policy shall be in amounts and coverages and from issuers, acceptable to SBCTA's Risk Manager in his/her sole discretion.
- Depending on facts and circumstances, and the terms and conditions of the policy involved, SBCTA's Risk Manager may choose to find that the CONSULTANT satisfactorily meets this requirement by obtaining one of the following: a) an acceptable Railroad Protective Liability specific policy; b) a waiver of any railroad liability exclusion from the CONSULTANT's existing general liability policy; or c) acceptable general liability insurance without a railroad exclusion.

21.1.8 Cyber Liability Insurance. Shall be appropriate to the CONSULTANT's profession and work hereunder, with limits not less than $2,000,000 per claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the CONSULTANT in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of SBCTA in the care, custody, or control of the CONSULTANT. If not covered under the CONSULTANT's liability policy, such "property" coverage of SBCTA may be endorsed onto the CONSULTANT's Cyber Liability Policy.

21.2 General Provisions

21.2.1 Qualifications of Insurance Carriers. If policies are written by insurance carriers authorized and admitted to do business in the state of California, then the insurance carriers must have a current A.M. Best rating of A-VIII or better, and if policies are written by insurance carriers that are non-admitted but authorized to conduct business in the state of California, then they must meet the current A.M. Best rating of A-:X or better, unless otherwise approved in writing by SBCTA's Risk Manager.

21.2.2 Additional Insured Coverage. All policies, except those for Workers' Compensation, Cyber Liability and Professional Liability insurance, shall be endorsed by ISO Form CG 20 10 11 85, or if not available, then the ISO Form that most closely matches CG 20 10 11 85, to name San Bernardino County Transportation Authority, the State of California, Transportation Department (Caltrans), and their officers, directors, members, employees, agents and volunteers, as additional insureds ("Additional Insureds"). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope

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of coverage for any additional insured to vicarious liability but shall allow coverage for all additional insureds to the full extent provided by the policy.

21.2.3 Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA's Risk Manager, including certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA's Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance, shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements outlined in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager's name on the face of the certificate. If requested in writing by SBCTA, CONSULTANT shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.

21.2.4 Deductibles and Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, CONSULTANT shall be responsible for any deductible or self-insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONSULTANT will pay, and shall require its sub-CONSULTANTS to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA's Risk Manager. Without SBCTA's Risk Manager's expressed written approval, no deductibles or SIR will be allowed. At the option of SBCTA, if the deductible or SIR is approved and it is greater than $10,000 or one (1) percent of the amount of coverage required under this Contract, whichever is less, the CONSULTANT shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the consultant shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA shall have the right to review any and all financial records that SBCTA, at its sole discretion, deems necessary to approve any deductible or SIR. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONSULTANT. The CONSULTANT's policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any CONSULTANT's deductible or SIR.

21.2.5 CONSULTANT's and Subconsultants' Insurance will be Primary. All policies required to be maintained by the CONSULTANT or any sub-consultant with the exceptions of Professional Liability, Cyber Liability, and Worker's Compensation, shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13), to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONSULTANT's or sub-

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consultants' automobile, general liability, or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.

21.2.6 Non-Limitation of Insurance Requirements. The insurance coverage provided and limits required under this Contract are minimum requirements and are not intended to limit the CONSULTANT's indemnification obligations under the Contract, nor do the indemnity obligations limit the rights of the Indemnified Parties to the coverage afforded by their insured status. To the extent required by Law in connection with Work to be performed, the CONSULTANT shall obtain and maintain, or cause to be obtained and maintained, in addition to the insurance coverage expressly required under this Contract, such other insurance policies for such amounts, for such periods of time and subject to such terms as required by Law and any other agreements with which the CONSULTANT is required to comply, including any Third-Party Agreements. Liability insurance coverage will not be limited to the specific location designated as the Site, except that if the CONSULTANT arranges project-specific general liability, excess liability, or workers' compensation coverage, limitations of coverage to the Site will be permitted subject to SBCTA approval and use of the broadest available site-specific endorsements. No liability policy will contain any provision or definition that would serve to eliminate so-called "third-party-over action" claims, including any exclusion for bodily injury to an employee of the insured or of any Subcontractor. The CONSULTANT acknowledges and will at all times comply with the provisions of Labor Code Section 3700, which require every employer in the State to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code.

21.2.7 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONSULTANT hereby waives all rights of recovery under subrogation against the Additional Insureds, and all indemnified parties named in this agreement, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCTA in connection with the planning, development, and construction of the Project. To the fullest extent permitted by law, CONSULTANT shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. CONSULTANT shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONSULTANT from waiving the right of subrogation prior to a loss or claim.

21.2.8 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide SBCTA thirty (30) days' prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONSULTANT will provide SBCTA ten (10) days' prior written notice. In any event, CONSULTANT will provide SBCTA with a

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copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONSULTANT receives within one business day after CONSULTANT receives it by submitting it to SBCTA at insurance@gosbcta.com to the attention of SBCTA's Risk Manager, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.

21.2.9 Project Specific Insurance. Intentionally Omitted

21.2.10 No Representations or Warranties. SBCTA makes no representation or warranty that the coverage, limits of liability, or other terms specified for the insurance policies required under this contract are adequate to protect the CONSULTANT against its undertakings under this Contract or its liability to any third party, nor will they preclude SBCTA from taking any actions as are available to it under this Contract or otherwise at law.

21.2.11 Enforcement. SBCTA may take any steps as are necessary to assure CONSULTANT's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONSULTANT fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONSULTANT or withhold such expense from amounts owed CONSULTANT, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONSULTANT of its duties and responsibility under the Contract, including but not limited to the obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONSULTANT, or any subconsultant of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.

21.2.12 No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.

21.2.13 Subconsultant Insurance. Insurance required of the CONSULTANT shall be also provided by subconsultants or by CONSULTANT on behalf of all subconsultants to cover their services performed under this Contract. CONSULTANT may reduce types and the amounts of insurance limits provided by subconsultants to be proportionate to the amount of the subconsultant's contract and the level of liability exposure for the specific type of work performed by the subconsultant. CONSULTANT shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subconsultant.

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21.2.14 Higher limits. If CONSULTANT maintains higher limits than the minimums shown above, the additional insureds identified in this contract shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the additional insureds identified in this contract.

21.2.15 Review of Coverage. SBCTA may at any time review the coverage, form, and amount of insurance required under this contract, and may require the CONSULTANT to make changes in such insurance reasonably sufficient in coverage, form, and amount to provide adequate protection against the kind and extent of risk that exists at that time. SBCTA may change the insurance coverages and limits required under this contract by notice to the CONSULTANT, whereupon the CONSULTANT will, within sixty (60) days of such date of notice, procure the additional and/or modified insurance coverages. Upon such change, any additional cost (at actual cost) from such change will be paid by SBCTA and any reduction in cost will reduce the Contract Price pursuant to a Contract amendment.

21.2.16 Special Risks or Circumstances. SBCTA reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ARTICLE 22. INDEMNITY

22.1 To the extent, but only to the extent, that CONSULTANT's Work falls within the scope of Civil Code Section 2782.8, the following indemnification is applicable:

CONSULTANT shall indemnify and defend (with legal counsel reasonably approved by SBCTA) SBCTA, the State of California Transportation Department (Caltrans), and their authorized officers, employees, agents and volunteers, from any and all losses, damages, liability, actions, and/or costs for claims that arise out of, pertaining to, or that are related to the negligence, recklessness, or willful misconduct of the design professional.

22.2 For all other Work, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA, the State of California Transportation Department (Caltrans), and their authorized officers, employees, agents and volunteers (Indemnitees), from any and all claims, actions, losses, damages and/or liability (Claims) arising out of or related to any act or omission of CONSULTANT or any of its officers, employees, agents, sub-consultants or volunteers and for any costs or expenses incurred by any indemnitees on account of any such Claims except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. CONSULTANT's indemnification obligation applies to indemnitees' "passive" negligence but does not apply to an indemnitee's "active negligence," "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

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ARTICLE 23. ERRORS AND OMISSIONS

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

ARTICLE 24. OWNERSHIP OF DOCUMENTS

All deliverables, including but not limited to, drawings, reports, worksheets, and other data developed by CONSULTANT under this Contract shall become the sole property of SBCTA when prepared, whether delivered to SBCTA or not. Any modification or reuse of such deliverables by SBCTA for purposes other than those intended by this Contract shall be at SBCTA's sole risk and without liability to CONSULTANT.

ARTICLE 25. SUBCONTRACTS

25.1 CONSULTANT shall not subcontract performance of all or any portion of Work under this Contract, except to those subconsultants listed in the CONSULTANT's proposal, without first notifying SBCTA in writing of the intended subcontracting and obtaining SBCTA's written approval of the subcontracting and the subconsultant. The definition of subconsultant and the requirements for subconsultants hereunder shall include all subcontracts at any tier.

25.2 CONSULTANT agrees that any and all subconsultants of CONSULTANT performing Work under this Contract will comply with the terms and conditions of this Contract applicable to the portion of Work performed by them. CONSULTANT shall incorporate all applicable provisions of this Contract into their subcontracts regardless of the tier. If requested by SBCTA, CONSULTANT shall furnish SBCTA a copy of the proposed subcontract for SBCTA's approval of the terms and conditions thereof and shall not execute such subcontract until SBCTA has approved such terms and conditions. SBCTA's approval shall not be unreasonably withheld.

25.3 Approval by SBCTA of any Work to be subcontracted and the subconsultant to perform said Work will not relieve CONSULTANT of any responsibility or liability in regard to the acceptable and complete performance of said Work. Any substitution of subconsultants must be approved in writing by SBCTA. CONSULTANT shall have the sole responsibility for managing of their subconsultants, including resolution of any disputes between CONSULTANT and its subconsultants.

ARTICLE 26. INSPECTION OF OPERATIONS

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

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ARTICLE 27. INDEPENDENT CONTRACTOR

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

ARTICLE 28. ATTORNEY'S FEES

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

ARTICLE 29. GOVERNING LAW AND VENUE

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

ARTICLE 30. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 31. PRECEDENCE

31.1 The Contract consists of the Contract Articles, Exhibit A, "Scope of Work" and Exhibit B "Cost Proposal," SBCTA's Request For Proposal, and CONSULTANT's proposal, all of which are incorporated in this Contract by this reference.

31.2 The following order of precedence shall apply: first, the Contract Articles; second, Exhibits A and B; third, SBCTA's Request For Proposal; and last, CONSULTANT's Proposal. In the event of a conflict between the Contract Articles and the Scope of Work, the Contract Articles will prevail.

31.3 In the event of an express conflict between the documents listed in this Article, or between any other documents which are a part of the Contract, CONSULTANT shall notify SBCTA in writing within three (3) business days of its discovery of the conflict and shall comply with SBCTA's resolution of the conflict.

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ARTICLE 32. COMMUNICATIONS AND NOTICES

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

To HDR EGINEERING INC.	**To SBCTA**
2280 Market Street, Suite 100	**1170 W. 3rd Street, 2nd Floor**
Riverside, CA 92501-2110	**San Bernardino, CA 92410-1715**
Attn: Mark Hager	**Attn: Sal Chavez**
Email: Mark.Hager@hdrinc.com	**Email: schavez@gosbcta.com**
Name: Brian Smith	**cc: Procurement Manager**
Email: Brian.Smith@hdrinc.com	**Email: procurement@gosbcta.com**
Phone: (714) 368-5691	**Phone: (909) 884-8276**

ARTICLE 33. DISPUTES

33.1 In the event any dispute, other than an audit, arises between the Parties in connection with this Contract (including but not limited to disputes over payments, reimbursements, costs, expenses, Work to be performed, Scope of Work and/or time of performance), the dispute shall be decided by SBCTA's Procurement Manager within thirty (30) calendar days after notice thereof in writing which shall include a particular statement of the grounds of the dispute. If CONSULTANT does not agree with the decision, then CONSULTANT shall have ten (10) calendar days after receipt of the decision in which to file a written appeal thereto with SBCTA's Executive Director. If the Executive Director fails to resolve the dispute in a manner acceptable to CONSULTANT, then such dispute may be reviewed by a court of competent jurisdiction.

33.2 During resolution of the dispute, CONSULTANT shall proceed with performance of the Contract with due diligence.

ARTICLE 34. GRATUITIES

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

ARTICLE 35. REVIEW AND ACCEPTANCE

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

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ARTICLE 36. CONFIDENTIALITY

See Article 16.

ARTICLE 37. EVALUATION OF CONSULTANT

CONSULTANT's performance may be evaluated by SBCTA periodically throughout the Contract performance period, such as at the completion of certain milestones as identified in Exhibit A and/or at the completion of the Contract. A copy of the evaluation will be given to CONSULTANT for their information. The evaluation information shall be retained as part of the Contract file and may be used to evaluate CONSULTANT if they submit a proposal on a future RFP issued by SBCTA.

ARTICLE 38. SAFETY

CONSULTANT shall strictly comply with all OSHA regulations, local, municipal, state, and federal safety and health laws, orders and regulations applicable to CONSULTANT's operations in the performance of Work under this Contract. CONSULTANT shall comply with safety instructions issued by SBCTA and their representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while on the project construction site.

ARTICLE 39. DRUG FREE WORKPLACE

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

ARTICLE 40. ASSIGNMENT

CONSULTANT shall not assign this Contract in whole or in part, voluntarily, by operation of law, or otherwise without first obtaining the written consent of SBCTA. SBCTA's exercise of consent shall be within its sole discretion. Any purported assignment without SBCTA's prior written consent shall be void and of no effect and shall constitute a material breach of this Contract. Subject to the foregoing, the provisions of this Contract shall extend to the benefit of and be binding upon the successors and assigns of the Parties.

ARTICLE 41. AMENDMENTS

The Contract may only be changed by a written amendment duly executed by the Parties. Work authorized under an amendment shall not commence until the amendment has been duly executed.

ARTICLE 42. STATE PREVAILING WAGE RATES

42.1 CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the Work.

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42.2 Any subcontract entered into as a result of this Contract if for more than $25,000 for public works construction or more than $15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

ARTICLE 43. CONTINGENT FEE

CONSULTANT warrants, by execution of this Contract, that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, SBCTA has the right to terminate the Contract without liability, pay only for the value of the Work actually performed, or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE 44. FORCE MAJEURE

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

ARTICLE 45. WARRANTY

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

ARTICLE 46. ENTIRE DOCUMENT

46.1 This Contract constitutes the sole and only agreement governing the Work and supersedes any prior understandings, written or oral, between the Parties respecting the Project. All previous proposals, offers, and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been expressly incorporated into this Contract.

46.2 No agent, official, employee or representative of SBCTA has any authority to bind SBCTA to any affirmation, representation or warranty outside of, or in conflict with, the stated terms of this Contract, and CONSULTANT hereby stipulates that it has not relied, and will not rely, on same.

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46.3 Both Parties have been represented or had the full opportunity to be represented by legal counsel of their own choosing in the negotiation and preparation of this Contract. Therefore, the language in all parts of this Contract will be construed, in all cases, according to its fair meaning, and not for or against either Party.

ARTICLE 47. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

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

ARTICLE 48. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

ARTICLE 49. EFFECTIVE DATE

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

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

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Attachment: [PDF] 25-1003243 (11751 : I-15 Cajon Pass PID and PA/ED Contract Award and Caltrans Coop)

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

HDR ENGINEERING, INC.

By: _____

Anna Y Lantin
Vice President

Date: _____

San Bernardino County Transportation Authority

By: _____

Rick Denison
President, Board of Directors

Date: _____

APPROVED AS TO FORM

By: _____

Julianna K. Tillquist
General Counsel

CONCURRENCE

By: _____

Alicia J. Bullock
Procurement Manager

By: _____

Elizabeth Hoffman
Assistant Secretary

Date: _____

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Attachment: [PDF] 25-1003243 (11751 : I-15 Cajon Pass PID and PA/ED Contract Award and Caltrans Coop)

Attachment: 25-1003243_Exhibit A_Scope of Work_HDR_FINAL (11751 : I-15 Cajon Pass PID and PA/ED Contract Award and Caltrans Coop)

EXHIBIT A "SCOPE OF WORK"

Contract No. 25-1003243

I-15 Cajon Pass Northbound Corridor Freight Project

The San Bernardino County Transportation Authority ("SBCTA") is seeking professional services for the preparation of Project Initiation Document (PID) and Project Approval/Environmental Document (PA/ED) for the Interstate 15 (I-15) Cajon Pass Northbound Corridor Freight Project ("PROJECT") which would evaluate freeway improvements along I-15 between Kenwood Avenue to State Route 138 (SR-138) in the County of San Bernardino County.

SBCTA Sales Tax Measure I funds will be used to cover the cost of the preparation of the PID and PA/ED phase. Funding for the next phases is currently not finalized, but state and/or federal funds could be utilized. As such, the PID and PA/ED shall comply with applicable state and federal requirements.

The proposed improvements include the following:

- Widen I-15 to the east to construct one northbound truck lane.
- Widening of the following existing bridge structures:
  - Cleghorn Creek (Bridge Number 54-773), PM 18.48
  - Debris Cone Creek (Bridge Number 54-774), PM 19.29
  - Zuni Creek Vehicle Underpass, PM 19.61
  - Brush Creek (Bridge Number 54-775), PM 19.89
  - Cleghorn Canyon Road Undercrossing (Bridge Number 54-776), PM 20.02
- Reconstruct the northbound Cleghorn Road ramps
- Modify or reconstruct the California Highway Patrol Check Station exit ramp

The above improvements will be compactable with the future Brightline Project and SBCTA Express Lanes Project.

These improvements would accommodate current and future traffic demands, relieve northbound congestion, and will be consistent with the Regional Transportation Plan. The proposed improvements would upgrade safety features and increase freight mobility. All improvements are anticipated to be within Caltrans right-of-way.

Since I-15 is a federally designated Trade Corridor of National and Regional Significance on the California's portion of the Nation Highway Freight Network, as identified in the California Freight Mobility Plan, the development of a project in the Cajon Pass area can position Caltrans and SBCTA for a potential joint grant application for the 2026 Trade Corridor Enhancement Program (TCEP) Cycle 5. In order to increase the probability of future TCEP capital funding, the PA/ED for the project should be completed by the end of 2026.

Attachment: 25-1003243_Exhibit A_Scope of Work_HDR_FINAL (11751 : I-15 Cajon Pass PID and PA/ED Contract Award and Caltrans Coop)

I. APPLICABLE STANDARDS

All support documents shall be prepared in accordance with current SBCTA and Caltrans regulations, policies, procedures, manuals, and standards where applicable. CONSULTANT shall obtain, at its expense, all applicable Manuals and Standard Plans.

II. GENERAL DESCRIPTION OF REQUIRED SERVICES

A. Required services listed below do not supersede the requirements established in the Contract.

B. CONSULTANT Services include the studies, reports, drawings, plans, estimates, and special provisions necessary to complete the PID and PA/ED for the Project.

C. The deliverables list for the PID and PA/ED phase will be refined during the initial planning and scoping Project Development Team (PDT) meeting. Not all deliverables listed in this attachment may be required.

D. CONSULTANT shall develop and maintain a Project schedule. The Project schedule may be presented monthly to the PDT meeting. A deliverables matrix will accompany the schedule. The deliverables matrix will highlight the status of the documents in the review process.

E. CONSULTANT shall employ appropriate quality control and quality assurance procedures for every deliverable.

F. CONSULTANT shall identify potential risks and uncertainties related to the delivery and construction of the Project. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impacts to adjacent properties, public safety, and environmental considerations. If at any time during the performance of this Scope of Services, CONSULTANT observes, encounters, or identifies any circumstance that could pose potential risk, CONSULTANT shall notify SBCTA immediately.

G. The design will be prepared in English units.

H. Prime contract terms and conditions will be incorporated into the subcontract agreements.

I. The Task and WBS Structure used for pricing, cost reporting and schedule preparation shall be consistent with the Caltrans Workplan Standards Guide for Delivery of Capital Projects. Project Management activities will be performed in accordance with the Caltrans' Workplan Standards Guide for Delivery of Capital Projects.

J. CONSULTANT shall prepare and submit monthly invoices and project controls reports. Invoices shall follow SBCTA templates and shall contain all required information including project percent complete and earned value. CONSULTANT shall manage the contract budget and shall provide a monthly report including Earned Value and Estimate at Completion.

K. The final engineering technical reports must bear the signature, stamp or seal, registration number, and registration certificate expiration date of the registered civil engineer most directly in responsible charge or other registered or certified professional

Attachment: 25-1003243_Exhibit A_Scope of Work_HDR_FINAL (11751 : I-15 Cajon Pass PID and PA/ED Contract Award and Caltrans Coop)

working on the report as specified in Section 9 of the Project Development Procedures Manual.

III. ASSUMPTIONS

A. The Consultant will develop and evaluate one-build alternative and one no-build alternative with NB outside widening to address the deficiencies of the Project study area, including the benefits and impacts of the proposed improvements for each alternative.

B. There may be up to four meetings per month (including conference calls) during the duration of this contract, including one mandatory monthly PDT meeting.

C. CONSULTANT will coordinate with SBCTA and Caltrans prior to distribution of all deliverables to determine the points of contact, number of hardcopies and format of electronic files.

D. Assume one SBCTA peer review and two Caltrans reviews for each major deliverable and a workshop for comment resolution, if required.

E. The National Environmental Policy Act (NEPA) Environmental Document is assumed to have a Finding of No Significant Impact (FONSI).

F. The California Environmental Quality Act (CEQA) Environmental Document is assumed to be CEQA Initial Study and Mitigated Negative Declaration (MND).

G. Assume lead and asbestos testing of the soils, structures and paint is required.

H. Assume that all proposed improvements will be maintained within State right-of-way.

I. Assume a Design Standard Decision Document (DSDD) will be prepared during the PA/ED phase and only a discussion of non-standard features is required during the PID phase.

J. Assume District 8 level Geometric Approval Drawings (GADs) will be required during the PA/ED Phase for the preferred alternative.

K. The project will screen from the need to use of vehicle miles travelled (VMT) as the CEQA transportation metric will not require analysis beyond the preparation of the screening memorandum.

Attachment: 25-1003243_Exhibit A_Scope of Work_HDR_FINAL (11751 : I-15 Cajon Pass PID and PA/ED Contract Award and Caltrans Coop)

IV. SCOPE OF SERVICES

CONSULTANT will prepare a PSR-PDS and PA/ED in accordance with CALTRANS Guidelines and Procedures, California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). The purpose of the PSR-PDS is to scope the PA/ED phase relative to CEQA/NEPA and program the project for funding relative to construction and capital supports costs for Project. All deliverables will be provided electronically for SBCTA and CALTRANS project records.

CONSULTANT shall prepare and submit a Cost Proposal and Project Schedule. The selected firm shall use the latest SBCTA Work Breakdown Structure (WBS), which follows the Caltrans Workplan Standards Guide for Delivery of Capital Projects, and cost and schedule templates for the preparation of the cost proposal and schedule.

1.100.15 PROJECT MANAGEMENT

1.100.15 Project Management

CONSULTANT shall furnish a Project Manager to coordinate all CONSULTANT operations with SBCTA, including but not limited to, tracking progress of the work and administering subcontracts. CONSULTANT Project Manager shall provide overall project management, coordination, and supervision of project staff to facilitate the performance of the work in accordance with standards and requirements of the SBCTA and other applicable standards and requirements. CONSULTANT Project Manager shall prepare and submit monthly project progress reports to SBCTA Project Manager.

Deliverables:

- *Monthly Progress Reports*

1.100.15-1 Coordination and Meetings

CONSULTANT will be responsible for overall project management, liaison with Caltrans and other affected agencies, and progress monitoring and maintenance of PROJECT files.

CONSULTANT will supervise, coordinate, monitor and review project for conformance with Caltrans and County standards, policies, and procedures. CONSULTANT will develop a project schedule for delivery of major milestones of the PSR-PDS, and PA/ED (Begin Environmental, Circulate ED, and PA/ED), with general durations defined for Design and Construction. An 12-month schedule is anticipated for the PID Phase and an 18-month schedule is anticipated for PA/ED Phase. CONSULTANT will attend a kick-off meeting, lead monthly Project Development Team (PDT) meetings, coordinate with sub-consultants as needed, coordinate with the Caltrans, utility companies, and all other pertinent stakeholders as needed. CONSULTANT Project Manager will be responsible for preparation of agendas and meeting minutes, communication and distribution of project records and information, and responses to all internal requests for information about the project.

Attachment: 25-1003243_Exhibit A_Scope of Work_HDR_FINAL (11751 : I-15 Cajon Pass PID and PA/ED Contract Award and Caltrans Coop)

Deliverables:

- *Monthly (18) PDT Meetings Notices, Agendas, Handouts/Exhibits, and Minutes*
- *Two (2) Stakeholder Meetings and Presentations*
- *Project Baseline Schedule*
- *Deliverables Matrix*
- *Monthly Progress Reports and Invoices*

1.100.15-2 Administration

CONSULTANT Project Manager shall prepare and update the Project schedule on a monthly basis or as needed. Project schedule shall be logical, complete, and shall consider SBCTA peer reviews.

CONSULTANT Project Manager shall provide regular reporting on the project status, including, but not limited to, schedule, contract budget, general progress on project tasks, and project issues and concerns. A 12-month schedule is anticipated for the PID Phase and an 18-month schedule is anticipated for PA/ED Phase.

CONSULTANT Project Manager shall maintain project files using the Caltrans Uniform System in electronic format.

CONSULTANT Project Manager will prepare and implement a Quality Management Plan (QMP). CONSULTANT will prepare a responsibilities matrix outlining responsibilities of independent Quality Control on respective tasks within this scope of work herein. Refer to Chapter 5, Article 9 of the PDPM Appendix S for general guidance on the Quality Management Plan. The CONSULTANT will be responsible for incorporating SBCTA's Quality Assurance Plan and confirming that all the processes and procedures are met and incorporated into the CONSULTANT'S Quality Management Plan.

Deliverables:

- *Project Schedule Updates*
- *Project Master Files*
- *QA/QC Plan and Risk Management Plan*
- *Project Management Plan/Communication Plan*

1.100.15-3 Risk Assessment

CONSULTANT will prepare the Risk Register in accordance with PDPM Appendix S. Since the reduced amount of data that is required for the PSR-PDS transfers risks to future phases and it is important to identify the risk, define the probability, define the severity, identify who or what the risk will impact, and identify the ownership of the risk. CONSULTANT will coordinate with the SBCTA, Caltrans, and project team members to jointly identify, assess, quantify, prepare a response to, monitor, and control capital project risks within the Risk Register. Potential risks will be evaluated and discussed by the PDT, and ownership of the risks will be identified. CONSULTANT will summarize project risks in the PSR-PDS and PA/ED.

Attachment: 25-1003243_Exhibit A_Scope of Work_HDR_FINAL (11751 : I-15 Cajon Pass PID and PA/ED Contract Award and Caltrans Coop)

Deliverables:

- *Risk Assessment Matrix*
- *Summary of Risks in PSR-PDS and PA/ED*

2-150 DEVELOP PROJECT INITIATION DOCUMENT (PID)

CONSULTANT will prepare a draft, final and signature ready document for each deliverable listed in PID Phase. It is assumed that SBCTA reviews are in advance of the CALTRANS reviews.

2-150.05 Transportation Problem Definition and Needs Assessment

CONSULTANT shall analyze the available information and department policies and directives to identify resolve the project's need and purpose and general scope. In the case of a highway project this would include determining the existing and future transportation needs to include but not limited to: Vehicle Miles Travelled (VMT), Level of Service (LOS) for evaluation of build to no build scenario, a corridor analysis to determine deliverable volumes, multimodal opportunities, determining the general perimeters such as the required number of lanes, and analyzing traffic accident history. Information regarding future climate change projections and transportation resilience to climate stressors should be considered in conjunction with project scope development.

Deliverables:

- *Purpose and Need Statement*

2-150.05.05 Review of Existing Caltrans Policies, Reports, Studies

CONSULTANT will be responsible for obtaining all available existing reports, studies, and other information for the PROJECT. CONSULTANT will review all provided information and obtain any other available and necessary information for preparation of PSR-PDS.

CONSULTANT will obtain as-builts, utility information (conducted via Dig Alert search), Transportation Concept Report/Route Concept Report (TCR/RCR), Corridor System Management Plan (CSMP), Regional Transportation Plan (RTP), Congestion Management Program (CMP), 10-Year SHOPP, the State Implementation Plan, County of San Bernardino General Plan, City General Plan, local development plans, other reports.

Deliverables:

- *Photographs, Exhibits, Inventory List of related studies, mapping, reports, and as-built plans*

Attachment: 25-1003243_Exhibit A_Scope of Work_HDR_FINAL (11751 : I-15 Cajon Pass PID and PA/ED Contract Award and Caltrans Coop)

2-150.05.15 Utility Search

CONSULTANT will review existing plans/as-builts and field review the project area.

Deliverables:

- *Utility Portion of the Right of Way Data Sheet*

2-150.05.25 Traffic Forecasts/Modeling

Per the PSR-PDS guidelines the Traffic Engineering Performance Assessment (TEPA) will be limited to an assessment of readily available information. The TEPA will be based on information obtained from the Regional Model Data and available PEMS Data.

Data collected and found in various reports are representative of Project conditions and considered the most comprehensive available data for use in the PSR-PDS. Other additional and available data will be referenced if needed.

Analysis Scenario

- Existing Conditions (2025)
- Opening Year (2035)
- Design Year (2055) Conditions – No-Build Alternative
- Design Year (2055) Conditions – Build Alternative

PSR/PDS Study Locations

- Intersections:
  - I-15 Kenwood Avenue Southbound Ramps
  - I-15 Kenwood Avenue Northbound Ramps
  - I-15 at Cleghorn Road Southbound Ramps
  - I-15 at Cleghorn Road Northbound Ramps
  - I-15 at SR-138 Southbound Ramps
  - I-15 at SR-138 Northbound Ramps
- Freeway Mainline, Merge, Diverge, and/or Weave Assessment
  - Northbound I-15 south of the current lane drop
  - Northbound I-15 mainline north of the current lane drop
  - Northbound I-15 diverge at Cleghorn Road
  - Northbound I-15 mainline between the Cleghorn Road Ramps

Attachment: 25-1003243_Exhibit A_Scope of Work_HDR_FINAL (11751 : I-15 Cajon Pass PID and PA/ED Contract Award and Caltrans Coop)

- Northbound I-15 merge at Cleghorn Road
- Northbound I-15 mainline north of Cleghorn Road
- Northbound I-15 diverge at CHP Weigh Station
- Northbound I-15 mainline between CHP Weigh-Station Ramps
- Northbound I-15 merge at CHP Weigh-Station
- Northbound I-15 mainline north of the CHP Weigh Station
- Northbound I-15 diverge at SR-138
- Northbound I-15 mainline between SR-138 ramps
- Northbound I-15 merge at SR-138
- Northbound I-15 mainline north of SR-138

Deliverables:

- *None – All data will be documented in the TEPA.*

2-150.05.30 Survey and Maps for PID (Optional Task)

The PSR-PDS will utilize available aerial mapping provided by SBCTA. CONSULTANT will utilize available GIS right of way mapping. New or additional aerial mapping, survey, topographic mapping, or right of way mapping for the PROJECT may be required (optional task) for this phase of the work. CONSULTANT will obtain CALTRANS Encroachment Permit for general field and limited ground disturbing activities to obtain information for the project, such as field photography, traffic data, ADL sampling of soil beyond the NB outside shoulder, and LBP/ACM Testing for the outer bridge rails to be reconstructed as part of this project.

Attachment: 25-1003243_Exhibit A_Scope of Work_HDR_FINAL (11751 : I-15 Cajon Pass PID and PA/ED Contract Award and Caltrans Coop)

Deliverables:

- *Supplemental Topographic Mapping (Optional Task by CONSULTANT)*

2-150.05.35 Transportation Problem Definition and Site Assessment

CONSULTANT will establish the PROJECT need and purpose, including CAPTI elements, identification of logical termini and independent utility, in accordance with CALTRANS guidelines in the PDPM and Environmental Documentation requirements.

The analysis will summarize the information on capacity and operational deficiencies, congestion levels, future traffic levels of service (LOS), queuing analysis, potential for auxiliary lanes, and accident data provided by CALTRANS and PROJECT scoping. CONSULTANT will complete the Scoping Tools including the Transportation Planning Scoping Information Sheet (TPSIS attachment) and Design Scoping Index as outlined in Section 5, Article 2 and 4 of the PSR-PDS guidelines (Appendix S) within the Project Development Procedures Manual (PDPM).

Deliverables:

- *Problem Definition*
- *Transportation Planning Scoping Information Sheet (attachment to PSR-PDS)*
- *Design Scoping Index*
- *Project Determination Letter*

2-150.10.45 As-Built Centerline and Existing Right of Way

CONSULTANT will review the existing data and preliminary surveys as necessary, to locate existing facility centerline and right of way lines. Locate existing record information such as plans, As-builts, survey files and mapping, etc. Minimal surveys as necessary to locate right of way, centerline, soffit and ground line within Cleghorn Road IC to address the existing and future non-standard vertical clearance to determine the limits of work to establish the expected limits of disturbance as part of the PA/ED phase efforts.

Deliverables:

- *A Design Software Project File and/or CADD Drawing File Containing Preliminary Centerline and/or Right of Way Line Locations Based on Record Data and Field Surveys.*

2-150.10.50 Transportation Climate Risk/Adaptation Evaluation

Based on previous experience it is not expected that this information will be required during the PID phase. No effort related to this task is assumed or included.

2-150.15 Initial Alternatives Development and Concept Alternative Development

CONSULTANT, in coordination with SBCTA and Caltrans, will identify up to one (1) concept for the PSR-PDS. A concept screening process will consist of comparing up to two (2) variations for outside widening through various criteria that will be developed and coordinated with CALTRANS and SBCTA. One (1) concept screening workshop will be held to determine the

Attachment: 25-1003243_Exhibit A_Scope of Work_HDR_FINAL (11751 : I-15 Cajon Pass PID and PA/ED Contract Award and Caltrans Coop)

alternative that will be considered in the PSR-PDS and recommended for further study in the PA/ED phase. The concept recommended for further study as an alternative will go through a constructability review to determine feasibility.

CONSULTANT will prepare layout schematics in 11x17 format at 1" = 100' scale for the alternatives as CALTRANS standard cut sheets including title block. The layout schematics will illustrate proposed lane configurations and include ramp, shoulders, and right of way for each alternative. Right of way requirements, retaining wall, major head or wing wall extensions, and potential sound wall locations may be shown (if applicable).

Deliverables:

- *Concept Screening Matrix with up to two (2) variations evaluated*
- *One (1) concept screening workshop*
- *Layout schematic and typical section sheet (8 total) for the one (1) build alternative.*

2-150.10.05 Public/Local Agency Input

CONSULTANT shall use available information as collected from other involved agencies to prepare a compatible design with existing and future conditions. Involved agencies include, but will not necessarily be limited to the following:

- California Department of Transportation (CALTRANS)
- San Bernardino County Transportation Authority (SBCTA)
- Brightline West High-Speed Rail (BLW)
- United States Fish and Wildlife Service
- United States Forestry Service
- California Department of Fish and Wildlife
- San Bernardino County Transportation Department & Flood Control District

2-150.10-01 Perform Public and Community Outreach

The CONSULTANT will support SBCTA's Public Outreach Consultant for the execution of an abbreviated but strategic public outreach program at established venues/sessions by the SBCTA to explain the proposed project, understand community/business concerns, offer opportunities for community feedback and two-way dialogue, and discuss the purpose and need for the project at either a local council or board meeting. CONSULTANT personnel will be available to provide technical details for the SBCTA Public Outreach Consultant in their delivery of materials designed to be bi-lingual and "user friendly" to confirm that the public understands the Project Initiation Document (PID) phase and how to provide valuable input to the delivery team during the PA/ED Phase.

CONSULTANT personnel will be available to assist the SBCTA's Public Outreach Consultant in the development of clear and concise project information, produced through an equity lens, and distributed at meetings, through mailings, and electronically through email, web, and social media as necessary.

Attachment: 25-1003243_Exhibit A_Scope of Work_HDR_FINAL (11751 : I-15 Cajon Pass PID and PA/ED Contract Award and Caltrans Coop)

CONSULTANT personnel will be available to assist SBCTA's Public Outreach Consultant to facilitate developing an online Fact Sheet in English and Spanish for the SBCTA website. The English/Spanish Fact Sheet will be prepared in close collaboration with the technical team. The information produced will be provided to SBCTA staff to be uploaded on the existing SBCTA hosted website for additional ongoing public access during the project's planning phase.

The informational materials will explain and illustrate the potential conceptual design alternatives to be studied further in PA/ED, the purpose and need, anticipated project delivery timeline, potential funding sources, and ways to obtain more information and provide feedback on the proposed project.

CONSULTANT personnel will assist SBCTA's Public Outreach Consultant to produce a brief presentation for stakeholder meetings and as visuals for use at the public outreach workshop. It is expected that any public outreach sessions will occur either online or at a SBCTA provided facility, at SBCTA's discretion.

Deliverables:

- Attendance and participation at one (1) Public Outreach Webinar or Meeting
- Availability to assist SBCTA's Public Outreach Consultant with Project related communications
- Provide technical assistance needed by SBCTA's Public Outreach Consultant to support inquiries from the public

Task 2-150.15 Alternative Analysis

CONSULTANT is required to develop the necessary scope and cost of each alternative to be presented in the PID. Costs developed in this activity will be used for programming purposes; consequently, the analysis should be of sufficient detail to identify all potential costs. Also included in this activity are tasks required to assess the adequacy of the alternatives to meet the project's need and purpose.

Deliverables

- *Establish Project Scope, Cost, and Feasibility for Presentation in the PID.*
- *Review and Presumably Prepare a List of Issues*

Attachment: 25-1003243_Exhibit A_Scope of Work_HDR_FINAL (11751 : I-15 Cajon Pass PID and PA/ED Contract Award and Caltrans Coop)

2-150.15.05 Right of Way Data Sheet

CONSULTANT will summarize the anticipated right of way, and utilities impacts for the build alternatives within the PSR-PDS using the Conceptual Cost Estimate Request/Right of Way Component in accordance with Section 5, Article 7 of the PSR-PDS guidelines (Appendix S) within the PDPM.

CONSULTANT will utilize available GIS preliminary mapping showing the property boundaries and right of way requirements to estimate the number, area, and magnitude of parcels required for acquisition and the likely number of easements needed. CONSULTANT will identify existing utilities and potential relocation activities using existing, available information (e.g., permit search, as-built drawings, field review). CONSULTANT will prepare "Conceptual Cost Estimate – Right-of-Way Component" to develop an order of magnitude cost estimate and to identify additional studies that may be needed during PA/ED. CONSULTANT will coordinate with the San Bernardino County Assessor records to assess per square foot unit costs and associated right of way costs relative to impacts to adjacent properties. The square foot unit costs will be developed in coordination with San Bernardino County Assessor records and comparable properties within the vicinity of the project.

Deliverables:

- *Preliminary Engineering Right of Way Checklist (Exhibit 13-E)*
- *Preliminary Right of Way Requirement Exhibits for the build alternatives*
- *Utility Assessment (not a formal CALTRANS deliverable)*
- *Conceptual Cost Estimate – Right-of -Way Component*
- *Right of Way Data Sheet*

2-150.15.20 Preliminary Geotechnical Assessment and Life Cycle Cost Analysis

Using available Geotechnical information, the CONSULTANT will assess the existing data in the area. CONSULTANT will prepare a Life Cycle Cost Analysis (LCCA) for the PID phase of the proposed project. A Preliminary Materials Report (PMR) is not anticipated to be required for the PID phase of work and excluded from the scope of work at the PID Phase. The LCCA will be divided into three different pavement scenarios:

- Pavement Scenario 1 – worst case ramp 20/40-year Flexible & Rigid
- Pavement Scenario 2– worst case Local Interchange Roads 20/40-year Flexible & Rigid
- Pavement Scenario 3– worst case truck lane 20/40-year Flexible & Rigid

Caltrans PDPM requires District Preliminary Geotechnical Report (DPGR) at PID phase. The DPGR provides preliminary recommendations to Civil Designers in Design and Planning and is used to develop the Project Study Report (PSR). CONSULTANT will review existing geotechnical maps and reports to prepare DPGR. Preliminary pavement sections will be developed based on highly simplified pavement assumptions. It is assumed that CALTRANS Mechanistic-Empirical calculations will not be required for this preliminary planning phase. CONSULTANT will also perform geotechnical analysis of the collected data and develop LCCA calculations and prepare a preliminary LCCA report presenting findings and preliminary pavement recommendations for the proposed improvements.

Attachment: 25-1003243_Exhibit A_Scope of Work_HDR_FINAL (11751 : I-15 Cajon Pass PID and PA/ED Contract Award and Caltrans Coop)

Deliverables:

- *District Preliminary Geotechnical Report (DPGR)*
- *LCCA Assessment*

2-150.15.30 Structures Advance Planning Study (APS Memo)

Using available as-built information for the existing structure facilities along the corridor, CONSULTANT will identify proposed structure improvements for the build alternatives in support of the cost estimate for the PSR-PDS. CONSULTANT will use a streamlined estimating process, such as square- footage costs to develop a "Structure PSR-PDS Cost Estimate" for inclusion into the PSR-PDS document when bridge and/or nonstandard retaining wall work is necessary.

CONSULTANT will prepare the Division of Engineering Services (DES) Scoping Checklist in coordination with Project Liaison Engineer. For a PSR-PDS, the level of detail in the DES Scoping Checklist and "Structure PSR- PDS Cost Estimate" is limited to information required to develop accurate work plans for the PA/ED phase. It is expected that 5 existing mainline bridge widenings will be evaluated and up to 8 proposed wall location will be considered for this project under two APS Wall Memos (1-cut condition / 1-fill condition).

CONSULTANT shall prepare an APS Memo which shall evaluate the type of structures that are suited for the site, identify the scope of work related with each structure type and develop a cost associated with each structure type. The APS will follow the Office of Special Funded Projects (OSFP) Information and Procedures Guide Chapter 3, Section 3-2 and will include an APS checklist, Design Memo, and an Itemized Cost Estimate.

Deliverables:

- *DES Scoping Checklist*
- *Preliminary Structures Assessment - APS Memorandum for PID Phase*
- *Advance Planning Study for PA/ED Phase*
- *APS Checklist*
- *Design Memo*
- *Itemized Cost Estimate*

2-150.15.35 Multimodal/Complete Streets Review

CONSULTANT should address temporary construction and permanent impacts as well as possible improvements to:

− Pedestrian facilities

− Bicycle facilities

− Transit facilities

− Park and Rides

− Equestrian Facilities

Attachment: 25-1003243_Exhibit A_Scope of Work_HDR_FINAL (11751 : I-15 Cajon Pass PID and PA/ED Contract Award and Caltrans Coop)

− Weight/Inspection Facilities

− Rest Area Facilities

Deliverables:

- *Engineering Planning Data Supporting or Rejecting Various Multimodal Proposals for the PID.*
- *Multi-Modal/Complete Streets Decision Document, if required*

2-150.15.40 Preliminary Drainage Assessment

The basis of design for the drainage features will be documented in the Preliminary Drainage Assessment Report. Freeway, County, and/or City existing drainage systems and master planned drainage facilities will be researched and reviewed and the impacts of the proposed build alternatives on these facilities will be assessed. Necessary replacements and/or improvements including incorporation of permanent Water Quality Best Management practices will be reflected in the cost estimates. Detailed hydraulic/hydrologic calculations are outside the scope of this scope of work. CONSULTANT will identify permits for design, construction, and operations of drainage facilities.

Deliverables:

- *Draft and Final Preliminary Drainage Assessment (not a formal CALTRANS deliverable)*
- *Draft and Final Preliminary, planning level drainage cost estimates*

2-150.15.45 Traffic Capacity Analysis (If required)

CONSULTANT will evaluate the project in accordance with CALTRANS ISOAP Requirements. CONSULTANT will evaluate intersection variations based on the first step of the screening process. CONSULTANT will document evaluation in an ISOAP Technical Memorandum to identify the preferred intersection control for the build alternatives within the PSR-PDS.

Please note that the project is a truck lane project, not an interchange improvement project. As such, since geometrics at the ramp terminal intersections are not being reconfigured, it is anticipated that ISOAP will not be required and no staff time has been assumed for completing this component of the project.

Deliverables:

- *ISOAP Step 1*

2-150.15.50 Traffic Engineering Performance Assessment

CONSULTANT will utilize available transportation reports for the corridor, performance monitoring systems, local agency transportation studies to complete the Traffic Engineering Performance Assessment (TEPA) as required within Section 5, Article 5 of the PSR-PDS guidelines (Appendix S) within the PDPM. CONSULTANT will estimate the scope and magnitude

Attachment: 25-1003243_Exhibit A_Scope of Work_HDR_FINAL (11751 : I-15 Cajon Pass PID and PA/ED Contract Award and Caltrans Coop)

of the Traffic Engineering studies (i.e., Travel Forecasting; Traffic Analysis; Infrastructure Evaluation; Warrant Analysis; and Safety Review) that need to be performed during the subsequent PA/ED phase. To meet the purpose of the PSR-PDS, it is intended that the preliminary traffic engineering studies should be limited to an assessment of readily available information and data, and macro-level analysis and evaluation. This effort will produce preliminary traffic engineering findings and estimates to inform and advise the PDT on:

- The potential scope of work and features (especially the traffic "elements" referenced above)
- Potential performance benefits and deficiencies
- The scope and magnitude of traffic engineering work (traffic forecasting, modeling, analysis, and evaluation) to be performed during the PA/ED phase

CONSULTANT will identify the traffic forecasting and traffic engineering studies needed to analyze, evaluate, and more accurately predict or estimate operational and safety performance of the proposed improvements during the future PA/ED phase. Future studies may require new data collection and forecasting.

CONSULTANT will perform a macro-level analysis at the study intersections and locations using Synchro software and HCM methodology, if necessary. Microsimulation is not assumed under this task. Traffic analysis will be conducted under existing conditions, opening year, design year (2055) no-build conditions, and design year (2055) with build alternative conditions. The analysis will present delay and level of service at each study intersection, if necessary, and freeway mainline. The analysis will be used to determine build alternative for the PSR-PDS. Detailed analysis (FREQ, CORSIM, VISSIM, etc.) will not be performed as part of this scope of work. CONSULTANT will summarize the assessment and key findings and estimates and incorporated into the PSR-PDS document.

Deliverables:

- *Traffic Engineering Performance Assessment*
- *Preliminary traffic assessment of build alternatives*
- *Summary of traffic engineering studies and scope for PSR-PDS*

2-150.15.50A10 Vehicle Miles of Travel Decision Document (VMTDD) (If required)

CONSULTANT will prepare the VMTDD that is now required as part of the PSR/PDS phase of the project. CONSULTANT will include preliminary forecasting to assist in estimating VMT and coordination with the project team to derive information needed for the document. CONSULTANT to prepare information for, coordinate on, and respond to comments.

Preliminary VMT determinations will be initially identified to determine if there are VMT implications for the truck lane to strategize for the potential impacts by adding additional capacity may need to be addressed in PA/ED. Preliminary options for mitigation if VMT increases are expected should be listed as risk mitigation for each PROJECT.

The project is expected to screen from VMT assessment since it is a truck lane in a rural area of San Bernardino County. The VMTDD will document that logic and will be submitted to Caltrans for review and approval.

Attachment: 25-1003243_Exhibit A_Scope of Work_HDR_FINAL (11751 : I-15 Cajon Pass PID and PA/ED Contract Award and Caltrans Coop)

Deliverables:

- *VMT Decision Document*
- *Preliminary VMT determination and mitigation options for inclusion in the Risk Register, if necessary*

2-150.15.55 Construction Estimates

CONSULTANT will prepare a "Capital Outlay Project Estimate" in accordance with Section 4 of the PSR-PDS guidelines (Appendix S) within the PDPM. The cost estimate will be in the format of Appendix AA of the PDPM to support the PSR-PDS. A cost estimate will be prepared for build alternatives within the PSR-PDS. For the PSR-PDS capital cost estimates, an order of magnitude cost estimate will be prepared. CALTRANS will prepare the "Capital Outlay Support Estimate" to identify level of staff support for PA/ED.

Deliverables:

- *Capital Outlay Project Estimates for the build alternative(s)*

2-150.15.65 Climate Change Analysis (Greenhouse Emission Estimates and Reduction Strategies and Climate Change Adaptation/Resilience)

Based on previous experience, and the assumption that traffic volumes will be identical under the Build and No-Build conditions, it is not expected that this information will be required during the PID phase. No effort related to this task is assumed or included.

2-150.20 Preliminary Environmental Analysis (PEAR)

2-150.20.60 PEAR Preparation

CONSULTANT will prepare a draft and final Preliminary Environmental Analysis Report (PEAR), per CALTRANS Standard Environmental Reference Guidelines and the PEAR Handbook.

CALTRANS guidelines for the PEAR will follow the guidance available as of contract date. The PEAR will identify the anticipated Environmental Document, anticipated impacts, the future technical studies, and anticipated mitigations. The PEAR will also estimate the scope, schedule and preliminary costs associated with completing environmental compliance. The information contained in the PEAR will serve as a foundation to begin studies for the PA/ED phase.

In addition, cumulative impacts and context sensitive solutions will be summarized in the Technical Summaries section of the PEAR but will not have a separate technical memorandum prepared.

The PEAR will also include:

- Purpose and Need Statement
- A discussion of environmental resources and a description of the potential PROJECT issues or impacts, which could delay the PROJECT or affect any PROJECT alternative.

Attachment: 25-1003243_Exhibit A_Scope of Work_HDR_FINAL (11751 : I-15 Cajon Pass PID and PA/ED Contract Award and Caltrans Coop)

- Description of studies that are needed to complete an environmental evaluation (noting as necessary any seasonal constraints for these studies).
- A recommended environmental determination/documentation and a tentative schedule for its completion.
- Required or anticipated permits or approvals.

The level of detail included in the PEAR for each topic area will be commensurate with the potential for impacts to that resource to occur. The PEAR will be prepared using existing, readily available, information and a windshield survey. No primary information is assumed to be developed during the PID phase. In addition, no surveys are assumed or included, and no cultural resources or paleontology record searches are assumed to be conducted (these would occur during PA/ED). No technical studies, reports, or memoranda related to environmental resources will be prepared; these detailed evaluations and primary source types of documentation are prepared during the Project Approval and Environmental Document (PA/ED) phase of the project.

Deliverables:

- *Initial Noise, Scenic Resource, Biology, Cultural, Air Quality, Water Quality, Floodplain, Paleontology Assessments (not formal CALTRANS deliverables)*
- *Initial Site Assessment Checklist*
- *Draft and Final PEAR*

2-150.25 PSR-PDS and Storm Water Data Report (SWDR)-PID

2-150.25.05 Draft PSR-PDS

CONSULTANT will prepare a Draft PSR-PDS Report to document the geometric assumptions, initial studies, methodology, alternatives, findings, FHWA coordination and involvement, anticipated design exceptions with general PROJECT strategy of how to address within PA/ED phase (no fact sheets anticipated), stakeholder meetings and involvement and results in accordance with the requirements outlined as outlined within PDPM Appendix S.

Deliverables:

- *Draft PSR-PDS (including Preliminary Geometric Drawings for build alternatives)*
- *TMP Data Sheets*

2-150.25.10 Documentation and Exceptions to Design Standards

Fact Sheets for exceptions to advisory and mandatory Highway Design Manual standards are not required and excluded from this scope of work. CONSULTANT will evaluate the build alternatives using Design Information Bulletin 82-01 “Design Checklist”. Deviations from design standards will be identified and described in the PSR-PDS. CONSULTANT will perform a non-standard feature risk assessment to indicate a level of risk for conceptual acceptability of the build alternatives. The design standards risk assessment is a list of design standards that will likely not be met f or each alternative and the probability of approval for each proposed non-standard feature. CONSULTANT will attend a Design Exception Risk Assessment meeting with CALTRANS

Attachment: 25-1003243_Exhibit A_Scope of Work_HDR_FINAL (11751 : I-15 Cajon Pass PID and PA/ED Contract Award and Caltrans Coop)

design staff to obtain approval of risk assessment.

Deliverables:

- *List of non-standard features for build alternative*
- *Design Exception Risk Assessment for approval for non-standard features*

2-150.25.20 Final PSR-PDS

CONSULTANT will prepare the Final PSR-PDS based on any comments received from CALTRANS and schedule a focus meeting on first review comments. Response to comments will be prepared to address all the CALTRANS comments received on the Draft PSR-PDS. The Final PSR-PDS will establish the scope, schedule, and estimated costs of the alternative concepts to the PROJECT. The document will also include a tabulation of estimated project support costs and capital costs by project phase and fiscal year. CONSULTANT will coordinate and obtain final approvals of the PSR-PDS. CONSULTANT will update the FTIP and coordinate with SBCTA on the project description, funding, and schedule.

Deliverables:

- *Approved Final PSR-PDS*
- *Cost Estimates for Alternatives*
- *Updated FTIP Description*

2-150.25.25 Storm Water Data Report-PID

CONSULTANT will prepare stormwater documentation in accordance with Section 5, Article 3 of the PSR-PDS guidelines (Appendix S) within PDPM. Since the main purpose of the PSR-PDS is only to estimate the resources needed to complete PA/ED, the expected level of stormwater information for a PSR-PDS is much less than a regular Project Study Report or Project Report. The PSR-PDS evaluation will mainly focus on determining if there will be any significant water quality impacts from the build alternatives and will discuss the triggers for best management practices (BMPs) in compliance with Caltrans' National Pollutant Discharge Elimination System Permit (NPDES) and the Construction General NPDES Permit (CGP). In addition, the SWDR will document if the project will need to consider project features such as temporary construction site BMPs, permanent treatment BMPs, trash capture devices, and/or hydromodification management measures. The report will also document if the project will require permits from regulatory agencies, will need to obtain right-of-way needs for any permanent BMPs, and will provide PROJECT costs for both permanent and temporary BMPs.

Deliverables:

- *Draft and Final Storm Water Data Report-PID*

Attachment: 25-1003243_Exhibit A_Scope of Work_HDR_FINAL (11751 : I-15 Cajon Pass PID and PA/ED Contract Award and Caltrans Coop)

3-160 PERFORM PRELIMINARY ENGINEERING & DRAFT PROJECT REPORT

3-160.05 Review Updated Project Information

CONSULTANT shall request, collect, assemble, and review pertinent project information, including, but are not limited to, prior Project Reports and Engineering Technical Reports, Environmental Documents and Environmental Technical Reports, CAD files and drawings, and relevant correspondence. CONSULTANT shall incorporate the collected materials and information into the Project Master File.

Deliverables:

- *Project Records Files*

3-.160.10 Engineering Studies

CONSULTANT shall perform necessary Engineering Studies and preliminary design work required for the preparation of a Project Report, development and refinement of viable Project Build Alternatives, selection of the preferred alternative, and initiation of final design efforts. All engineering studies and reports prepared shall meet Caltrans requirements according to the Highway Design Manual, Project Development Procedures Manual, and other pertinent Caltrans guidance. CONSULTANT will be responsible for obtaining the encroachment permit required for field work from Caltrans..

3-160.10-05 Refine Project Alternative

CONSULTANT shall evaluate project alternatives and variations and develop refinements to improve conformance to standards, minimize impacts to Right of Way, and improve constructability.

3-160.10.10 Traffic Studies

CONSULTANT shall collect and analyze relevant travel-demand and travel forecast data to generate traffic forecasts to be used in the traffic operational analysis. If appropriate, CONSULTANT shall perform supplemental traffic forecasting and modeling. Future traffic projections should include data for intersections, highway mainline, and interchange ramps.

Utilizing traffic forecasts, CONSULTANT shall perform a traffic capacity/operational analysis for each build alternative. The traffic operational analysis criteria to be used shall include, but not be limited to, levels of service, vehicle miles travelled, vehicle hours travelled, average speeds, and delay. The traffic operational analysis shall consider traffic control measures such as ramp metering and intelligent transportation systems. CONSULTANT shall prepare a traffic report that includes traffic information and analysis for current year, opening year, and a design horizon year.

VISSIM will be used to evaluate the benefits associated with the project and to identify key metrics noted above. Also, it is assumed new peak period counts during a typical weekday will be collected between the Kenwood Avenue on-ramp north. This will include separate counts on the truck by-pass lane and the general purpose lanes to north of the SR-138 NB entrance ramp. These counts will require camera installation and will require an encroachment permit through Caltrans for the data collection. It is assumed that standard plans for temporary traffic control will be

Attachment: 25-1003243_Exhibit A_Scope of Work_HDR_FINAL (11751 : I-15 Cajon Pass PID and PA/ED Contract Award and Caltrans Coop)

adequate to install data collection cameras on the freeway mainline if required.

Forecasting will be completed using the SBTAM+ travel demand forecasting model. Updated collision data will also be requested from Caltrans and incorporated into the assessment.

Separate from the TOAR documentation, up-to ten roadway segment counts will also be collected and forecasts completed on those segments that will be used to assist with the Noise, Air Quality, and GHG assessment. VMT by speed bin will be provided using either the VISSIM model or the travel demand forecasting model.

Finally, it is assumed that the VMTDD will screen the project from VMT assessment and that no additional VMT-related documents are needed for this effort (and have accordingly not been included in the scope of work nor the fee estimate).

Deliverables:

- *Traffic Studies*
  - *Draft/Final Traffic Forecasting and Analysis Assumptions and Methodologies Memorandum*
  - *Draft/Final Traffic Volumes Development Report*
  - *Draft/Final Traffic Operations Analysis Report*
- *VMT-Related Documents (not required - truck lane by definition is screened from VMT)*
  - *Induced Travel (VMT) Methodology and Results*
  - *Mitigation Plan*
  - *Induced Travel Risk Assessment*

3-160.10.15 Geometric Plans for Project Alternative

CONSULTANT shall prepare Geometric Plans for Project Build Alternative. This includes horizontal and vertical alignments, cross sections, typical sections, utility plans, and construction staging concepts that will have costs assigned in the engineers estimate and will be described in the Project Report.

Deliverables:

- *Geometric Plans for Project Build Alternative.*

3-160.10.20 Value Analysis Study

CONSULTANT shall conduct prepare a Value Analysis (VA) Study to comply with Caltrans requirements. VA studies identify and evaluate alternative project solutions and provide recommendations to decision-makers. The list of VA Study participants will be developed by CONSULTANT and SBCTA. Once the Draft report has been reviewed by the project stakeholders, an implementation meeting will be conducted to resolve the disposition of the VA Alternatives presented in the report.

Attachment: 25-1003243_Exhibit A_Scope of Work_HDR_FINAL (11751 : I-15 Cajon Pass PID and PA/ED Contract Award and Caltrans Coop)

Deliverables:

- *Draft / Final Value Analysis Report*

3-160.10.25 Hydraulics/Hydrology Studies

CONSULTANT shall update the Preliminary Drainage Assessment in Section 2-150.15.40 with information available in the PA/ED phase. Preliminary hydrology and hydraulic calculations will be provided for off-site stormwater flows for major cross-culverts for each of the project build alternatives. The impact of the Project improvements will be documented and preliminary recommendations for conceptual drainage improvements will be included in the Preliminary Drainage Report. The report will discuss the drainage design check calculations needed for the permanent treatment BMPs and hydromodification management measures. Reference will be made to the SWDR for the preliminary stormwater calculations.

Deliverables:

- *Draft and Final Preliminary Drainage Report (Hydrology Report)*

3-160.40 Right of Way (ROW) Data Sheets

CONSULTANT shall assess project ROW requirements by obtaining ROW information and preparing ROW data sheets for each build alternative. This task shall include preliminary utility location work which includes, but not limited to, review of utility as-built plans and performing utility record searches. Results of this assessment will be used as basis for estimating ROW costs.

Deliverables:

- *ROW Data Sheet (Single Build Alternative)*

3-160.10.45 Utility Locations Determined for Preliminary Engineering

CONSULTANT shall perform all activities needed for Utility Locations Determined for Preliminary Engineering per Caltrans ROW manual and other requirements.

Deliverables:

- *Utility Relocation Estimate*
- *Utility correspondence*

3-160.10.55 Multi-Modal Study (If required)

CONSULTANT shall prepare Multi-modal Study. This review should address temporary construction and permanent impacts as well as possible improvements to Pedestrian, Bicycle, and Transit facilities.

Deliverables:

- *Draft / Final Multi-Modal Study*

Attachment: 25-1003243_Exhibit A_Scope of Work_HDR_FINAL (11751 : I-15 Cajon Pass PID and PA/ED Contract Award and Caltrans Coop)

3-160.10.80 Geotechnical Studies

CONSULTANT shall prepare 7 Structures (5 bridges and 2 wall scenarios 1-cut & 1-fill) Preliminary Geotechnical Report (SPGR), one Preliminary Geotechnical Design Report (PGDR), and one Preliminary Materials Report (PMR). Preliminary Materials Report which shall provide recommendations for pavement structure recommendations, pavement type, proposed pavement design life and corrosion studies if culverts are proposed. Results of this assessment will be used as basis for estimating project construction costs and for evaluation of pavement type in the LCCA. Fault rupture recommendations will be based on the Brightline West project reports. No detailed fault rupture evaluation will be performed.

Deliverables:

- *Draft / Final Structure Preliminary Geotechnical Report (up to 5 existing bridge widenings and 2 proposed wall conditions (1-cut report & 1-fill report))*
- *Draft / Final Preliminary Geotechnical Design Report*
- *Draft / Final Preliminary Materials Report*

3-160.10.85 Structures Advance Planning Study (APS)

CONSULTANT shall prepare an APS which shall evaluate the type of structures that are suited for the site, identify the scope of work related with each structure type and develop a cost associated with each structure type. Up to 3 structure types are anticipated to be investigated. The APS will follow the Office of Special Funded Projects (OSFP) Information and Procedures Guide Chapter 3, Section 3-2 and will include an APS checklist, Design Memo, and an Itemized Cost Estimate.

Deliverables:

- *Advance Planning Study*
- *APS Checklist*
- *Design Memo*
- *Itemized Cost Estimate*

3-160.10.95 Preliminary Transportation Management Plan (TMP)

CONSULTANT shall prepare the Preliminary TMP per the latest Caltrans guidelines and requirements.

Deliverables:

- *Draft and Final TMP*

3-160.15 Draft Project Report

CONSULTANT shall prepare a Draft Project Report following the Caltrans format. The Project

Attachment: 25-1003243_Exhibit A_Scope of Work_HDR_FINAL (11751 : I-15 Cajon Pass PID and PA/ED Contract Award and Caltrans Coop)

Report shall be prepared by or under the supervision of a registered Civil Engineer in the State of California. The consideration of non-standard features will be closely coordinated with the SBCTA Project Manager and designee to confirm acceptability by the SBCTA.

Deliverables:

- *Draft Project Report*

3-160.15.05 Cost Estimates for Alternatives

CONSULTANT shall prepare the Cost Estimates (11-page format) for each alternative for the Draft Project Report per the latest Caltrans guidelines and requirements.

Deliverables:

- *Cost Estimate (11-page format)*

3-160.15.10 Design Standard Decision Document (DSDD)

CONSULTANT shall prepare the DSDD for both mandatory and advisory standards. The report will be prepared per the latest Caltrans guidelines and requirements. It is assumed that there is only one build alternative, so the DSDD can be drafted once the geometrics are defined for the PA/ED phase.

Deliverables:

- *Draft and Final Fact Sheets for Exceptions to Design Standards (Mandatory and Advisory)*

3-160.15.25 Draft Project Report Circulation Review and Approval

CONSULTANT shall circulate the DPR for review and comment. CONSULTANT shall address and incorporate Caltrans and SBCTA comments into the Final Project Report.

Deliverables:

- *Final Project Report*

3-160.15.99 Stage Construction Concept

CONSULTANT shall prepare stage construction concept to be included in the Project Report.

Deliverables:

- *Draft and Final Stage Construction Exhibit*

3-160.45 Geometric Approval Drawings (GADs), Base Maps and Plan Sheets for PA/ED Development

CONSULTANT shall prepare the geometric approval drawings (GADs) for the preferred build alternative. GADs shall include horizontal and vertical alignments, cross sections, and typical

Attachment: 25-1003243_Exhibit A_Scope of Work_HDR_FINAL (11751 : I-15 Cajon Pass PID and PA/ED Contract Award and Caltrans Coop)

sections. Preparation of the GADs shall be performed in close coordination with Caltrans Design staff. CONSULTANT will be responsible for completion and approval of the GADs by Caltrans in a manner where there is sufficient time to proceed with the circulation of the Environmental Document and approval of the Project Report within the project schedule.

Deliverables:

- *Draft / Final GADs*
- *Plans Sheets for PA/ED*

3.165 – ENVIRONMENTAL STUDIES & ENVIRONMENTAL DOCUMENT

3-165.10 General Environmental Studies

CONSULTANT shall perform general environmental studies to support the evaluation of the Project Build Alternative and, if necessary, to support the environmental determination made under the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA) and other applicable environmental laws and regulations. Caltrans will act as the Lead Agency under CEQA and NEPA; the preparation of each environmental technical report shall be performed in consultation with the SBCTA Project Manager or designee. CONSULTANT will be responsible for obtaining the encroachment permit required for field work.

Preparation of all technical analyses and reports will follow local, state, and federal environmental guidelines, primarily consisting of the Caltrans Standard Environmental Reference (SER) website, Caltrans Project Development Procedures Manual, local and state CEQA Guidelines, and FHWA Technical Advisory 6640.81 Guidance on Preparing and Processing Environmental and Section 4(f) Documents. The formats to be used for the technical studies will follow the guidance available on the Caltrans SER website as of the date that those studies are initiated.

For this scope of work, the technical studies for which a specific scope of work has been included have been assumed based on a review of existing project information and a preliminary review of the project site. If additional studies are identified during the environmental phase of the project a scope of work and cost price proposal will be submitted for approval prior to their initiation.

All submittals of environmental technical studies, documents, and any other developed materials will be electronic, no hard copies will be submitted unless specifically stated in this scope of work. This applies to all environmental related WBS tasks.

The following general assumptions have been made with regard to the technical studies (additional assumptions specific to each respective technical study, if needed, are provided in the subsequent sections that describe each technical study). The following assumptions apply to all technical studies included in this scope of work and the environmental document.

- NEPA/404 integration process will not be required.
- Section 4(f) or 6(f) resources will not be encroached upon by the project and no Section 4(f) or 6(f) resources will require evaluation.
- All technical studies will utilize the appropriate annotated outline that is available for that topic as of the date that the notice to proceed is issued by SBCTA (assumed to be not later than July 15, 2025).

Attachment: 25-1003243_Exhibit A_Scope of Work_HDR_FINAL (11751 : I-15 Cajon Pass PID and PA/ED Contract Award and Caltrans Coop)

- Community Impact Assessment will not be required.
- Environmental documentation for addressing geotechnical borings or other related activities is not assumed or included.
- Any biological field work that needs to be conducted prior to June 15, 2025, and all biological surveys that are needed for the project (except for bats), including but not limited to burrowing owl, Crotch's bumble bee, small mammals (San Bernardino kangaroo rat and Los Angeles pocket mouse), arroyo toad, sensitive plants, least Bell's vireo, and southwestern willow flycatcher, shall be performed and completed by SBCTA's Environmental On-Call Consultant (VCS) and this information, including but not limited to geographic data, field notes, mapping, survey results, and any other required information, will be provided to CONSULTANT in a format that is easily incorporated into the biological documentation for the project. SBCTA's Environmental On-Call Consultant (VCS) shall also be responsible for any survey reports that are required for species where they perform the surveys.
- Any biological/species surveys that are required for the project, with the exception of bats, that are deemed insufficient due to survey requirements not being met, or for any other reason, shall not be the responsibility of CONSULTANT.
- The biological field evaluation to determine the species that require surveys, along with the associated species surveys, with the exception of bats, shall be the responsibility of SBCTA and this information shall be provided to CONSULTANT in a format that is easily incorporated into the biological documentation for the project, including all necessary mapping, notes, reports, and results. The biological field evaluation conducted by SBCTA's Environmental On-Call Consultant (VCS) shall include the following, all of which will be provided to CONSULTANT for inclusion in the biological documentation for the project. After reviewing relevant information, the project area will be evaluated by SBCTA's Environmental On-Call Consultant (VCS) with a thorough pedestrian survey covering all project areas relevant to potential biological resource constraints. Detailed field notes will be compiled including conditions, visible disturbance factors, species, habitats, mapping and general biological resources. The site and adjacent buffer areas will be evaluated regarding the presence, absence, or likelihood of occurrence for special status species, habitats, or general biological resources posing a constraint to the project through applicable laws and regulations. The study area is assumed to be the proposed limits of disturbance plus a buffer ranging from 100 feet (rare plants) to 300 feet (special-status wildlife species) to 500 feet (for burrowing owl). All buffers to be confirmed and finalized by SBCTA's environmental on-call consultant (VCS) and shall meet all resource agencies and CALTRANS requirements. SBCTA's Environmental On-Call Consultant (VCS) shall be responsible for utilizing the appropriate survey buffer for the species evaluated and shall cover all survey areas needed for the project. Lack of suitable survey data shall not be the responsibility of ICF.
- Any effort related to addressing changes to environmental laws, regulations, or requirements that occur following the issuance of the notice to proceed is issued by SBCTA (assumed to be not later than May 15, 2025) would be considered out of scope.
- No separate U.S. Forest Service (USFS) documentation for any resources are assumed or included.
- No California Department of Fish and Wildlife (CDFW) Incidental Take Permit is included.
- No focused surveys other than those specifically included in this scope of work are included.

Attachment: 25-1003243_Exhibit A_Scope of Work_HDR_FINAL (11751 : I-15 Cajon Pass PID and PA/ED Contract Award and Caltrans Coop)

For each technical study the following submittals are assumed (additional submittals would be considered out of scope).

Deliverables:

- *Draft Technical Study (electronically to SBCTA and then to Caltrans)*
- *Revised Draft Technical Study (electronically to SBCTA and Caltrans for concurrent review)*
- *Final Technical Study for approval (electronically to SBCTA and Caltrans for concurrent review and concurrence; assumes no further comments)*

3-165.10.15 Community Impact Analysis Land Use and Growth Studies

Based on recent experience and the fact that the project is not expected to result in substantial impacts to the community a separate Community Impact Assessment is not assumed or included. This information will be directly addressed in the environmental document.

3-165.10.20 Visual Impact Assessment and Scenic Resource Evaluation

CONSULTANT shall perform a visual impact analysis and prepare a visual impact analysis report which will be referenced in the environmental document. Discussions and negotiations with external parties as part of this task shall only be performed in consultation with the SBCTA Project Manager or designee.

In accordance with FHWA and the U.S. Department of the Interior guidelines, the visual analysis will be prepared under the direction of a licensed Landscape Architect and based on FHWA's Visual Impact Assessment for Highway Projects. Based on the Visual Impact Assessment (VIA) Questionnaire it is assumed that a Visual Impact Assessment Memorandum (VIAM) would be appropriate. A short VIAM will be prepared following the Caltrans VIAM outline, so no simulations would be required

Deliverables:

- *Draft / Final Visual Impact Analysis Report including visual simulations and exhibits*

3-165.10.25 Noise Study

CONSULTANT shall prepare a Noise Study Report evaluating the noise impacts and potential noise abatement/mitigation measures, if any, associated with the proposed project. Because federal and Caltrans oversight is involved, the report will be prepared in accordance with procedures specified by FHWA in Title 23, Section 772 of the Code of Federal Regulations (CFR) (23 CFR 772) and the Caltrans Traffic Noise Analysis Protocol (Protocol). Short-term monitoring (10 to 15 minutes) will be conducted during daylight hours at up to six (6) locations. Long-term monitoring (24 hours or more) will be conducted provided a safe and secure location can be identified to leave a long-term sound level meter in the project area at two (2) locations.

Traffic noise modeling will be performed using the version of the FHWA Traffic Noise Model (TNM) Version 2.5 available at the time that the notice to proceed for the project is issued by SBCTA.

Attachment: 25-1003243_Exhibit A_Scope of Work_HDR_FINAL (11751 : I-15 Cajon Pass PID and PA/ED Contract Award and Caltrans Coop)

Based on a preliminary review of the alignment, noise impacts are not predicted, therefore, it is assumed that no noise barriers will need to be evaluated in the Noise Study Report and that a Noise Abatement Decision Report (NADR) will not be required.

Deliverables:

- *Draft / Final Noise Study Report*

3-165.10.30 Air Quality Study

As the truck lane will be constructed outside of urban areas, the project is assumed to be exempt from both regional and project-level conformity. Therefore, an Air Quality Study is assumed to be not required but an Air Quality Memorandum will be prepared that provides the following discussion and analyses:

- Regulatory Setting and Existing Conditions.
- Evaluation of Construction Emissions.
- Evaluation of Operations-Period Mass Emissions.
- Mobile Source Air Toxics.
- Climate Change/Greenhouse Gas Emissions.
- Mitigation Measures.
- Air Quality Conformity Analysis Report and Checklist.

Air quality modeling will be performed using the version of CT-EMFAC available at the time that the notice to proceed for the project is issued by SBCTA (assumed to be not later than May 15 ,2025). If a new version of CT-EMFAC is issued then the effort to address any required revisions or modeling based on this new version would be considered out of scope. In addition, it is assumed that the project will not have to be presented to the Southern California Association of Government's (SCAG) Transportation Conformity Working Group (TCWG) and no documentation related to this process is assumed or included.

Deliverables:

- *Draft / Final Air Quality Study Report*

3-165.10.35 Water Quality Studies

In order to provide the existing physical and regulatory environment information for water quality, CONSULTANT will: 1) identify and describe the current and upcoming laws that relate to water quality; 2) describe the beneficial uses as detailed by the Regional Water Quality Control Board (RWQCB) Basin Plan for all potentially-affected waters; 3) discuss water quality objectives for all potentially-affected waters; 4) list potential sources of pollutants, existing water quality of the receiving water bodies, i.e. Total Maximum Daily Loads (TMDL) or 303(d)impaired water bodies listed; and 5) describe the watershed, existing drainage, and hydrologic conditions. CONSULTANT will evaluate the water quality impacts for each proposed alternative and recommend possible best management practices or Project features to address water quality issues. CONSULTANT will document our findings in the Water Quality Assessment Report (WQAR).

Attachment: 25-1003243_Exhibit A_Scope of Work_HDR_FINAL (11751 : I-15 Cajon Pass PID and PA/ED Contract Award and Caltrans Coop)

Deliverables:

Draft and Final Water Quality Assessment Report (WQAR)

3-165.10.40 Energy Studies

CONSULTANT will prepare an energy impact memorandum that provides the following discussions and analyses:

- Regulatory Setting and Existing Conditions. Summarize the existing federal, state, and local energy regulatory environment as it affects the proposed project. Using data provided by the California Air Resources Board (ARB), San Bernardino County, and the Southern California Association of Governments (SCAG), the memorandum will characterize the existing energy use in the project area.
- Construction Energy. Energy use from the construction sources will be analyzed based on the equipment used, length of time for a specific construction task, equipment power type (gasoline or diesel engine), horsepower, load factor, and percentage of time in use. In addition, the energy use associated with the haul truck trips and employee commutes will be calculated based on available construction information.
- Operational Energy. Changes in long-term energy consumption will be quantified using project-level VMT and EMFAC2021 emissions factors.
- Mitigation Measures. Measures to reduce energy consumption during project construction and operations will be identified, if necessary.

Deliverables:

- *Draft and Final Energy Impact Memorandum, if required.*

3-165.10.60 Location Hydraulic Study

CONSULTANT will perform activities related to preparing a Location Hydraulic Study for use in the Environmental Document. CONSULTANT will prepare the Location Hydraulic Study and the Summary Floodplain Encroachment Report forms for the four improved major streams crossing the PROJECT. CONSULTANT will prepare a Draft Location Hydraulic Study Memorandum to document the investigation and summarize the study results, which will include the four stream crossing locations. After receiving one round of comments, CONSULTANT will prepare and submit a Final Location Hydraulic Study Memorandum.

Assumptions:

- Based on review of FEMA FIRMs (effective 2008), the PROJECT is located within Zone D, and as such, detailed hydrologic and hydraulic modeling will not be performed as a part of this task.

- Because the Project is located within Zone D, impacts to a SFHA are not anticipated, and a memorandum will be developed.

- The Summary Floodplain Encroachment Report is the same as Figure 804.7B Floodplain

Attachment: 25-1003243_Exhibit A_Scope of Work_HDR_FINAL (11751 : I-15 Cajon Pass PID and PA/ED Contract Award and Caltrans Coop)

Evaluation Report Summary located in Chapter 800, Topic 804 of the Highway Design Manual (HDM, Seventh Edition, 2020).

- The Location Hydraulic Study is the same as Figure 804.7A Technical Information for Location Hydraulic Study located in Chapter 800, Topic 804 of the Highway Design Manual (HDM, Seventh Edition, 2020).

- The Summary Floodplain Encroachment Report and Location Hydraulic Study forms will be developed for each of the four improved stream crossings within the PROJECT limits:

    - Cleghorn Creek
    - Debris Cone Creek
    - Zuni Creek
    - Brush Creek

- Consolidated comments on the Draft Location Hydraulic Study Memorandum will be provided to CONSULTANT at one time.

Deliverables

- *Draft and Final Location Hydraulic Study Memorandum*

3-165.10.65 Paleontology Study

CONSULTANT shall perform a paleontology study to identify and evaluate potential impacts to paleontological resources in the project area.

The following tasks shall be performed to evaluate paleontological resources:

- Document review
- Records search
- Analysis of existing data
- Field survey
- Preparation of combined Paleontological Identification Report/Paleontological Evaluation Report (PIR/PER)

Based on preliminary review, a Paleontological Mitigation Plan (PMP) is assumed to be required for the proposed project. The PMP will be prepared under the supervision of a qualified Principal Paleontologist and will follow the PMP format as defined on the Caltrans SER.

Deliverables:

- *Draft and Final combined Paleontological Identification Report (PIR) and Paleontological Evaluation Report (PER)*
- *Draft / Final Paleontological Mitigation Plan (PMP)*

Attachment: 25-1003243_Exhibit A_Scope of Work_HDR_FINAL (11751 : I-15 Cajon Pass PID and PA/ED Contract Award and Caltrans Coop)

3-160.10.80 Hazardous Waste Initial Site Assessment

CONSULTANT shall perform a hazardous waste assessment to identify and evaluate the potential for Recognized Environmental Conditions (REC) that occur in the project area. This task shall include a literature search and review of historic information, interagency coordination with the appropriate agencies, field studies, and preparation of an Initial Site Assessment (ISA) report.

The ISA shall be prepared in general accordance with the Caltrans Initial Site Assessment Guidance Document, dated September 2006. Project specific scoping considerations include evaluations of right-of-way acquisition parcels and construction easements, proper management of any identified waste materials, and construction worker and public exposure to any identified onsite contaminants.

Review of local, state and federal regulatory databases and files in performance of the ISA. Based on these findings, additional information may be obtained from direct contact with regulatory agencies including the City Colton, San Bernardino County, California Regional Water Quality Control Board, California Department of Toxic Substances Control, Caltrans and the United States Environmental Protection Agency.

Scope assumptions:

- A corridor study for the approximate 3-mile project area will be included in a single ISA report.
- ROW acquisition areas if any, easement additions, and other real estate entitlements for the project will be provided by the design team.
- Landowner interviews will be excluded.
- Access to the adjacent property is unrestricted and does not require advance coordination for field observation.
- The site reconnaissance will be conducted from public rights-of-way, and special access or encroachment permits will not be required.

Deliverables:

- *Draft / Final Initial Site Assessment* Report

3-160.10.85 Hazardous Waste Preliminary Site Investigations (ADL & LBP/ACM)

CONSULTANT will not perform any technical work related to Aerially Deposited Lead (ADL) Survey or LBP/ACM Studies since these will be completed for the project by an SBCTA On-Call Service Team Member as part of a separate contract. A summary of the technical findings and recommendations by others will be referenced in the Initial Site Assessment (ISA) and Draft/Final Environmental Documents.

Deliverables:

- *Draft / Final Aerial Deposited Lead Survey and Report - (To be completed by SBCTA through their on-call contract.)*

Attachment: 25-1003243_Exhibit A_Scope of Work_HDR_FINAL (11751 : I-15 Cajon Pass PID and PA/ED Contract Award and Caltrans Coop)

- *Draft / Final Lead Based Paint & Asbestos Containing Materials (LBP/ACM) Survey and Report - (To be completed by SBCTA through their on-call contract.)*

2-160.10.90 Climate Change Analysis (Greenhouse Emission Estimates and Reduction Strategies and Climate Change Adaptation/Resilience)

CONSULTANT will prepare the Climate Change chapter for inclusion in the environmental document, consistent with the IS/EA annotated outline that is available on the Caltrans SER at the time that the notice to proceed is issued by SBCTA (assumed to be not later than May 15, 2025). This section of the environmental document will be prepared in advance of the overall draft environmental document so that it can be provided to Caltrans for the necessary reviews by the District and Headquarters.

Deliverables:

- *Draft and Final Climate Change chapter for inclusion in the environmental document*

3-165.15 Biological Studies

CONSULTANT shall perform biological studies to assess potential impacts to biological resources in the project area. Biological studies performed shall support the environmental determination made in the Environmental Document and shall be used to demonstrate compliance with applicable biological related laws, regulations, and requirements, including but not limited to, the Federal Endangered Species Act, California Endangered Species Act, Clean Water Act, and the Department of Fish and Game Code. All biological studies performed and reports prepared shall meet Caltrans requirements according to the SER and other pertinent Caltrans guidance that is available at the time that the notice to proceed is issued by SBCTA. CONSULTANT will not be responsible for obtaining any private right of entry permits since SBCTA's Environmental On-Call Consultant will perform the field surveys and access is only needed in the State R/W with the Project Encroachment Permit and R/W adjacent parcels are public lands which are accessible for Bats and JD observations performed by the CONSULTANT.

3.165.15.20 Natural Environment Study

The following identifies the entirety of the biological resources work that will be conducted for the project. Discussions and negotiations with external agencies as part of this task shall only be performed in consultation with the SBCTA Project Manager or designee.

Since federally and state listed species likely need to be addressed as part of the project, a full Natural Environment Study (NES) rather than a NES/Minimal Impacts document is the appropriate document. The report will be prepared in accordance with Caltrans SER guidance and will conform to the Caltrans NES annotated outline that is available at the time that the NES is initiated. The following tasks will be performed during the preparation of the NES.

Review of Project Information and Applicable Literature

A literature review will be conducted to identify special-status species known or reported from the project area. The literature review will include:

1) Special status species lists from the California Department of Fish and Wildlife (CDFW) and U.S. Fish and Wildlife Service (USFWS);
2) Database searches of current versions of the California Natural Diversity Database (CNDDB)

Attachment: 25-1003243_Exhibit A_Scope of Work_HDR_FINAL (11751 : I-15 Cajon Pass PID and PA/ED Contract Award and Caltrans Coop)

and the Online Inventory of the California Native Plant Society (CNPS); and
3) Other available biological studies conducted in the vicinity of the project site.

Field Evaluation for Biological Resource Constraints
SBCTA's On-Call Environmental Consultant (VCS) shall perform the necessary field evaluations for biological resources and provide the applicable information, geographic data, field notes, mapping, and any other necessary data to ICF in a format that is easily incorporated into the biological documentation.

NES Preparation

A draft NES will be developed based on results of the habitat assessment and biological surveys , to be provided by SBCTA's On-Call Environmental Consultant (with the exception of information regarding bats), and will describe:
(a) The study methods used in identifying and assessing the biological resources at the project site, the personnel who conducted the studies, contacts made with agencies, and any limitations associated with the study;
(b) The environmental setting including both the biological and physical setting at the project site;
(c) The results, including special-status species present on the site, if any, and a discussion of impacts and mitigation, as necessary; and
(d) The appropriate regulatory requirements and necessary permits, if any.

With the exception of bats, all habitat evaluations and focused surveys shall be conducted and completed by SBCTA's environmental on-call consultant (VCS) and the results and all associated information that is needed shall be provided to CONSULTANT In a format that is easily incorporated into the biological resources documentation. Any survey reports or other information that is required related to these species shall be the responsibility of SBCTA's on-call environmental consultant (VCS).

Bat Habitat Assessment

Bat Daytime Habitat Assessment
CONSULTANT will conduct a visual survey of each of the bridges and large culverts to identify and record potential day and/or night-roost habitat. A summary of the habitat assessment and results will be documented directly in the NES.

Bat Night Emergence Survey
Should the habitat assessment identify the presence of day-roosting bats, CONSULTANT will conduct a night emergence survey. Outflight survey and bioacoustics equipment will be used to record bat activity and develop data on species and approximate population. CONSULTANT will document the methods and results directly in the NES. It is assumed that up to 3 of the bridge structures will have suitable habitat and require emergence surveys using 4 biologists for each structure.

Biological Assessment
Because the project may impact arroyo toad critical habitat and individuals, preparation of a Biological Assessment (BA) and Federal Endangered Species Act (FESA) consultation with USFWS is assumed to be required. A BA will be prepared for the proposed project and will be used for initiation of formal consultation with USFWS under Section 7 of the Endangered Species

Attachment: 25-1003243_Exhibit A_Scope of Work_HDR_FINAL (11751 : I-15 Cajon Pass PID and PA/ED Contract Award and Caltrans Coop)

Act. The BA will conform to the Caltrans Standard Environmental Reference (SER) and the current BA template. Project details, including project description, survey methods, environmental baseline data, and impacts will be derived from the NES and protocol species surveys. The BA will identify what the probable impact will be on federally listed species including arroyo toad, least Bell's vireo, Southwestern willow flycatcher, and San Bernardino kangaroo rat that could potentially occur within the project limits and will provide detailed measures for the avoidance, minimization and/or mitigation of impacts on these species. All species habitat and survey data needed to prepare the BA shall be provided to CONSULTANT by SBCTA's On-Call Environmental Consultant (VCS). It is assumed that no more than two species will need to be addressed in the BA.

Deliverables:

- *Draft / Final Natural Environment Study Report*
- *Draft / Final Focus Surveys*
- *Draft / Final Biological Assessment*

3-165.15.99 Jurisdictional Delineation

For Projects that may impact areas under the jurisdiction of the U.S. Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), and CDFW, a formal jurisdictional delineation is required utilizing resource agency standard delineation methods. CONSULTANT will delineate aquatic resources within the study area utilizing routine on-site methods. A pedestrian-based field survey of the study area will be conducted using sub-meter GPS accuracy to precisely delineate the boundaries of agency jurisdiction. The field delineation will be augmented through aerial photo review and GIS analysis. The study area will include the Project footprint plus a 100-foot buffer. For the delineation, CONSULTANT will utilize procedures and practices in the following publications and agency guidance documents: USACE Wetland Delineation Manual (1987); USACE Regional Supplement to the Wetland Delineation Manual, Arid West Region, Version 2.0 (2008); and USACE and Environmental Protection Agency's (EPA) Clean Water Act Jurisdiction Following the U.S. Supreme Court's Decision in *Rapanos v. United State*s and *Carabell v. United States* guidance document (2007) as well as standard practices to delineate CDFW lake and stream resources and associated riparian vegetation.

The field survey results will be compiled and presented in a Jurisdictional Delineation Report prepared for the Project that will identify and quantify the limits of USACE wetland and non-wetland waters of the U.S., RWQCB wetland and non-wetland waters of the State, CDFW stream features and associated riparian areas, and MSHCP Riparian/Riverine habitats within the study area boundaries, where present. It will also include figures and maps showing the location of potential jurisdictional resources and a photolog that documents site conditions of specific drainage features. The Jurisdictional Delineation Report will not quantify impacts to jurisdiction resources; rather, impacts will be quantified and included within the NES. The purpose of excluding impacts from the Jurisdictional Delineation Report is to avoid revisiting a final JD document should the Project impact footprint change during subsequent design revisions.

Attachment: 25-1003243_Exhibit A_Scope of Work_HDR_FINAL (11751 : I-15 Cajon Pass PID and PA/ED Contract Award and Caltrans Coop)

Deliverables:

- *Draft / Final Jurisdictional Delineation Report*

3-165.20 Cultural Resources Studies

CONSULTANT shall perform cultural resources studies to assess potential impacts to archaeological and historic resources in the project area. Cultural studies performed shall support the environmental determination made in the Environmental Document. CONSULTANT will be responsible for obtaining an encroachment permits required for field work. A records search will be obtained from the South Central Coastal Information Center, part of the California Historical Resources Information System, which houses San Bernardino County records. The Native American Heritage Commission will be contacted to request a review of its Sacred Lands File. CONSULTANT will coordinate with CALTRANS for consultation with Native American groups and other interested parties. Consultation will be conducted in accordance with appropriate current state and federal regulations; therefore, it is assumed that CALTRANS will conduct the actual consultation with information that is prepared and provided by CONSULTANT.

This scope of work assumes that no archaeological sites will be identified in the Area of Protentional Effect (APE) and that no testing and/or evaluation will be required. It is anticipated that an Archaeological Survey Report (Finding of No Archaeological Resources Present) will be prepared and no additional documentation will be required.

Architectural historians will undertake a windshield survey of the APE and record intact built environment resources. Based on a review of the anticipated APE, it is assumed that a Historical Resources Evaluation Report (HRER) will not be needed and no built environment resources will need to be evaluated. If any resources are identified as part of the record search then a scope and fee will be provided for approval prior to conducting this effort.

Following completion and approval of the APE, research, survey, outreach and reporting, a summary document (the Historic Property Survey Report [HPSR]) with attached Archaeological Survey Report (ASR) shall be generated. It is anticipated that the proposed project shall result in an HPSR with a finding of No Historic Properties Affected per Stipulation X.B of the Caltrans Section 106 Programmatic Agreement. It is assumed that no properties eligible for listing on the NRHP or CRHR are present within the project's APE and no Department of Parks and Recreation forms (DPR 523) will need to be prepared or updated.

Deliverables:

- *Draft / Final Archaeological Survey Report*
- *Draft / Final Area of Potential Effects Map*
- *Native American Consultation Support (consultation to be conducted by CALTRANS)*
- *Draft / Final Historical Property Survey Report*

Attachment: 25-1003243_Exhibit A_Scope of Work_HDR_FINAL (11751 : I-15 Cajon Pass PID and PA/ED Contract Award and Caltrans Coop)

3-165.XX Rapid Stability Assessment of Stream Crossings

CONSULTANT will prepare a Rapid Stability Assessment up to four (4) improved crossing locations in the Project vicinity. The assessment will follow the approach of the Caltrans Rapid Stability Assessment methodology. CONSULTANT staff will perform a two (2) day site visit and support the findings presented in the assessment report with photographs. CONSULTANT will prepare and submit one (1) Draft Rapid Stability Assessment Report for Caltrans review which will include assessments for all five of the locations. After receiving one round of comments, CONSULTANT will prepare and submit a Final Rapid Stability Assessment Report.

Assumptions:

- Any required permission to access the project location will be obtained by others, and provided to CONSULTANT before the field assessment is performed.
- All comments on the Draft Rapid Stability Assessment Report will be submitted to CONSULTANT at one time.

Deliverables:

- *Draft and Final Rapid Stability Assessment Report*

3-165.XX Preliminary Bridge Hydraulics Study

CONSULTANT will do the following to develop 1D steady-state HEC-RAS models for each of the 4 stream crossings at Cleghorn Creek, Debris Cone Creek, Zuni Creek, and Brush Creek:

- Use available terrain data to cut 4 to 6 cross sections
- Incorporate bridges into the geometry based on as-built information to develop the existing, pre-project condition model
- Incorporate proposed bridge widening improvements to develop the proposed, post-project condition model for one build condition alternative
- Use 100-year flow rates from SBCTA, if available. Otherwise, CONSULTANT will use USGS regional regression equation, USGS estimation for ungaged site near a streamgage, the rational method following San Bernardino County's Hydrology Manual (1986 with 2010 addendum), or the unit hydrograph following San Bernardino County's Hydrology Manual (1986 with 2010 addendum), in that order of priority at each stream crossing location.
- A bulking factor of 2.0 will be applied to streams where bulking flows are anticipated. CONSULTANT will confirm the locations with SBCTA.

CONSULTANT will use available Bridge Inspection Reports, and the preliminary hydraulic models and to estimate potential scour for the proposed widening. CONSULTANT will evaluate the need for rock slope protection scour/erosion countermeasures.

The preliminary hydraulic and scour analyses will be documented in one Preliminary Bridge Hydraulics Memorandum, which will include the hydrologic and hydraulic assessments for the four stream crossings. After receiving one round of comments, CONSULTANT will prepare and submit a Final Preliminary Bridge Hydraulics Memorandum.

Attachment: 25-1003243_Exhibit A_Scope of Work_HDR_FINAL (11751 : I-15 Cajon Pass PID and PA/ED Contract Award and Caltrans Coop)

Assumptions:

- The bridge at East Fork Cajon Creek will not be widened and will not be analyzed as part of this task.
- There are no detailed FEMA hydrologic analyses available for the streams crossing the PROJECT.
- If as-built information is not available at crossing(s), CONSULTANT will seek direction from SBCTA.
- Consolidated comments on the Draft Preliminary Bridge Hydraulics Memorandum will be provided to CONSULTANT at one time.
- Hydraulic modeling will utilize HEC-RAS version 6.6.
- Scour analysis at the bridges will follow methodologies in FHWA HEC-18 Fifth Edition (2012).
- Scour analysis at the culvert will follow methodologies in FHWA HEC-14 Third Edition (2006; errata from 2012).
- Rock slope protection sizing will follow methodologies in Caltrans HDM Seventh Edition and FHWA HEC-23 Third Edition (2009).

Deliverables:

- *Draft and Final Preliminary Bridge Hydraulics Memorandum*

3-165.25 Draft Environmental Document

3-165.25 Section 4(f)/6(f) Evaluation

It is assumed that no Section 4(f)/6(f) properties will be encroached upon and that no "use" of a Section 4(f) property will result and a Section 4(f)/6(f) evaluation will not be required.

3-165.25.A Public Outreach

CONSULTANT shall coordinate with SBCTA Public Outreach consultant but will take the lead in providing the public notice about the project and coordinating public meetings, if necessary. CONSULTANT will prepare the Notice of Availability/Notice of Intent to Adopt a Mitigated Negative Declaration/Notice of Public Hearing (NOA/NOI/NOPH) (English and Spanish versions) for publication by SBCTA in a newspaper(s) of general circulation. CONSULTANT shall provide all Public Outreach collateral materials including notices, handouts, and exhibits. CONSULTANT may serve as initial point of contact for public inquiries and shall be expected to maintain a Public Outreach file, which shall include a project mailing list, correspondence log, and records of public meetings. Public Outreach coordination shall be performed in consultation with the SBCTA Project Manager or designee and the SBCTA Public Affairs Office.

Deliverables:

- *Public Outreach collateral materials/Electronic Media*
- *Public Outreach File*

Attachment: 25-1003243_Exhibit A_Scope of Work_HDR_FINAL (11751 : I-15 Cajon Pass PID and PA/ED Contract Award and Caltrans Coop)

- *Public Filing Cost with the County Clerk (DED)*
- *Newspaper public hearing notices / ads will be paid by SBCTA*

3-165.25.15 Draft Environmental Document (DED)

CONSULTANT shall consider the scope of the project and results of the environmental technical studies to recommend and obtain direction from Caltrans and SBCTA on the appropriate environmental document to comply with CEQA and NEPA. Based on conceptual design and preliminary information, an Initial Study/Environmental Assessment (IS/EA) appears to be the appropriate CEQA and NEPA environmental document and that level of document is assumed in this scope of work. If an IS/EA is appropriate, CONSULTANT shall prepare a draft environmental document following the available annotated outline on the SER.

CONSULTANT shall prepare a Notice of Completion (NOC) and Environmental Document Transmittal (EDT) and circulate the IS/EA pursuant to SER and the California Office of Planning and Research, State Clearinghouse guidelines. The NOC and EDT, along with the draft IS/EA, will be submitted to the State Clearinghouse via CEQAnet (all submittals to CEQAnet will be made electronically and no hard copies are assumed to be submitted to the State Clearinghouse or are included in this scope of services). CONSULTANT will also post the notice with the San Bernardino County Clerk's office. It is assumed that the County filing fee will not exceed $50. CONSULTANT shall prepare an Environmental Commitment Record (ECR) and will be responsible for the incorporation of applicable environmental conservation measures into the project final design.

Deliverables:

- *Draft IS/EA (1) for SBCTA review and then Caltrans review*
- *Draft IS/EA (2) for SBCTA review and Caltrans review*
- *Draft IS/EA (3) for SBCTA review and Caltrans review*
- *Final draft IS/EA for SBCTA review, and Caltrans concurrence*
- *Up to five hard copies of draft IS/EA for availability locations and public hearing*
- *Distribution of draft IS/EA to availability locations (Caltrans, SBCTA and library)*
- *Filing of the notice with the San Bernardino County Clerk (cost not to exceed $50)*
- *Draft and Final Notice of Completion (NOC) and Environmental Document Transmittal (EDT) forms*
- *Submittal of the NOC and EDT and draft IS/EA to SCH electronically via CEQAnet*
- *Mailing of notices to surrounding owners/occupants, businesses and agencies or other related activities are assumed to be the responsibility of SBCTA as the project sponsor*

3.170 – PERMITS & AGREEMENTS

3.170.05 Determine Required Permits

Attachment: 25-1003243_Exhibit A_Scope of Work_HDR_FINAL (11751 : I-15 Cajon Pass PID and PA/ED Contract Award and Caltrans Coop)

Upon completion of the jurisdictional delineation and NES, CONSULTANT will confirm which, if any, aquatic resources permits are expected to be needed from which agency for the PROJECT. This information will be included in the IS/EA. Up to two meetings with the permitting agencies (assumed each meeting will involve all three agencies) are assumed and included.

Deliverables:

- *Identification of anticipated aquatic resources permits; to be documented in the environmental document (no separate deliverables)*

3-170.20 Freeway Agreements

If the Freeway Agreement needs to be updated, CONSULTANT should assist with the local agency reviews, coordination with Caltrans, and revision to the map.

Deliverables:

- *Executed Copies of the Freeway Agreement and Map (Update in PA&ED Finalize in PS&E)*

3.180 PROJECT REPORT & FINAL ENVIRONMENTAL DOCUMENT (FED)

3-180.05.10 Final Project Report

CONSULTANT shall perform work to incorporate comments received, update the information, and complete the Project Report for final Caltrans approval.

Deliverables:

- *Final Project Report*

3-180.05.15 Storm Water Data Report (SWDR)-PA/ED

CONSULANT shall update the PSR-PDS SWDR according to the latest Caltrans template, guidelines and procedures. The report will summarize the Project impacts to water quality, general project features and recommended temporary and permanent BMPs. CONSULTANT will provide preliminary, conceptual mapping of the locations of treatment BMP and hydromodification management measures as necessary, as well as delineations of their appropriate watersheds. The SWDR will also include the PA/ED level cost estimate for BMPs considered for the Project.

Deliverables:

- *Draft / Final SWDR – PA/ED*

3-108.10 Final Environmental Document (FED)

CONSULTANT shall update the DED to identify the rational for identification of the Preferred Alternative. Subsequent to circulation of the FED, CONSULTANT shall prepare responses to comments received from the public and reviewing agencies. Preparation of the responses shall be

Attachment: 25-1003243_Exhibit A_Scope of Work_HDR_FINAL (11751 : I-15 Cajon Pass PID and PA/ED Contract Award and Caltrans Coop)

conducted in consultation with the SBCTA Project Manager or designee. Responses to comments received shall be processed according to Caltrans guidelines. It is assumed that no comments regarding legal review or requiring new analyses or from lawyers will be received. CONSULTANT shall prepare a Mitigated Negative Declaration (MND) and Finding of No Significant Impact (FONSI) for Caltrans approval.

CONSUTANT will prepare the Notice of Determination (NOD) in compliance with CEQA. It is assumed that CONSUTANT will file the NOD electronically with the State Clearinghouse via CEQAnet. The NOD will also be posted by CONSULTANT with the San Bernardino County Clerk. It is assumed that the County filing fee will not exceed $50. Along with the NOD a California Department of Fish and Game (CDFG) filing fee will also be filed (assumed not to exceed $3,000).

CONSULTANT will prepare a notice for publication in the Federal Register by FHWA to start the NEPA statute of limitations. This notice will be prepared in compliance with the format on the Caltrans SER and it is assumed that coordination and publication of the notice will be the responsibility of Caltrans and FHWA.

All deliverables below are assumed to be electronic, except as noted.

Deliverables:

- *Responses to comments (included in final IS/EA; no separate submittals of the response to comments are assumed)*
- *Draft final IS/EA/MND/FONSI (1) to SBCTA first and then to Caltrans for review*
- *Draft final IS/EA/MND/FONSI (2) to SBCTA and Caltrans for review*
- *Final IS/EA/MND/FONSI to SBCTA and Caltrans for review/concurrence*
- *Up to three hard copies final IS/EA/MND/FONSI*
- *Draft and Final NOD*
- *Draft and Final Federal Register Notice*
- *Filing with San Bernardino County Clerk (filing fee not to exceed $50)*
- *CDFW filing fee (not to exceed $3,000)*

Attachment: 25-1003243_Exhibit A_Scope of Work_HDR_FINAL (11751 : I-15 Cajon Pass PID and PA/ED Contract Award and Caltrans Coop)

Attachment: 25-1003243 - Exhibit B Compensation Summary - TO BE ADDED WITH AGENDA ITEM CONTRACT (11751 : I-15 Cajon Pass PID and

EXHIBIT B "COMPENSATION SUMMARY"

EXHIBIT "B"

COMPENSATION SUMMARY[1]

FIRM	PROJECT TASKS/ROLE	COST
	Prime Consultant:	
HDR Engineering, Inc.	Project Initiation Document and Project Approval Environmental Document	$ 2,624,710.68
	Sub Consultants:	
ICF Jones & Stokes, Inc.	Environmental Documentation and Technical Studies	1,064,569.24
Fehr & Peers	Traffic Engineering/Transportation Planning	250,248.70
Earth Mechanics, Inc.	Geotechnical and Earthquake Engineering	221,134.24
Psomas	Surveying and Mapping	39,066.11
Procura360 Group, LLC	Value Analysis	40,860.73
	SUBTOTAL	**4,240,589.70**
	OTHER DIRECT COSTS	
	TOTAL COSTS	**$ 4,240,589.70**

[1] Board of Director authorization pertains to total contract award amount. Compensation adjustments between consultants may occur; however, the maximum total compensation authorized may not be exceeded.

Attachment: 25-1003243 - Exhibit B Compensation Summary - TO BE ADDED WITH AGENDA ITEM CONTRACT (11751 : I-15 Cajon Pass PID and

Contract Summary Sheet

General Contract Information

Contract No: 25-1003299 Amendment No.:

Contract Class: Payable Department: Project Delivery

Vendor No.: 00450 Vendor Name: California Department of Transportation (Caltrans)

Description: I-15 Cajon Pass Northbound Corridor Freight Project

List Any Related Contract Nos.: 25-1003243

Dollar Amount					
Original Contract	$	150,000.00	Original Contingency	$	-
Prior Amendments	$	-	Prior Amendments	$	-
Prior Contingency Released	$	-	Prior Contingency Released (-)	$	-
Current Amendment	$	-	Current Amendment	$	-
Total/Revised Contract Value	**$**	**150,000.00**	**Total Contingency Value**	**$**	**-**
	Total Dollar Authority (Contract Value and Contingency)			**$**	**150,000.00**

Contract Authorization

Board of Directors Date: 07/02/2025 Board Item # 11751

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? N/A No Budget Adjustment

Local Funding Agreement N/A

Accounts Payable

Estimated Start Date: 07/02/2025 Expiration Date: 12/31/2039 Revised Expiration Date:

NHS: Yes QMP/QAP: No Prevailing Wage: N/A

	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding: $ 150,000.00	Total Contingency: $ -
GL:	4710	40	0820	0857	52005	41100000	610	MSI CAJON PASS	150,000.00	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
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GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-

Juan Lizarde
Project Manager (Print Name)

Kristi Harris
Task Manager (Print Name)

Additional Notes:

Attachment: 25-1003299_CSS (11751 : I-15 Cajon Pass PID and PA/ED Contract Award and Caltrans Coop)

DRAFT Agreement No. 08-1807
Project No.: 0825000114
EA: 08-1R720
08-SBD-015-17.7/21.1
SBCTA Contract No. 25-1003299

COOPERATIVE AGREEMENT COVER SHEET

Work Description

EXTENDING THE NORTHBOUND TRUCK CLIMBING LANE FROM 2.7 MILES NORTH OF KENWOOD AVENUE TO SR-138 NB EXIT RAMP ON INTERSTATE 15 (I-15) IN CAJON PASS

Contact Information

The information provided below indicates the primary contact information for each PARTY to this AGREEMENT. PARTIES will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this AGREEMENT.

CALTRANS

To Be Determined, Project Manager

464 West 4th Street

San Bernardino, CA 92401

Office Phone: (909) 501-5761

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Juan Lizarde , Project Manager

1170 West 3rd Street, 2nd Floor

San Bernardino, CA 92410

Office Phone: (909) 884-8276

Email: jlizarde@gosbcta.com

Attachment: [PDF] 25-1003299_Caltrans Draft PID_Co-op. 08-1807 (11751 : I-15 Cajon Pass PID and PA/ED Contract Award and Caltrans Coop)

Table of Contents

COOPERATIVE AGREEMENT COVER SHEET....1
Work Description....1
Contact Information....1
CALTRANS....1
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY....1
COOPERATIVE AGREEMENT....4
RECITALS....4
RESPONSIBILITIES....5
Sponsorship....5
Implementing Agency....5
Funding....6
CALTRANS' Quality Management....6
Project Initiation Document (PID)....7
Additional Provisions....8
Standards....8
Noncompliant Work....8
Qualifications....8
Consultant Selection....8
Encroachment Permits....8
Protected Resources....9
Disclosures....9
Hazardous Materials....9
Claims....9
Accounting and Audits....10
Interruption of Work....10
Penalties, Judgments and Settlements....10
GENERAL CONDITIONS....10
Venue....11
Exemptions....11
Indemnification....11

Attachment: [PDF] 25-1003299_Caltrans Draft PID_Co-op. 08-1807 (11751 : I-15 Cajon Pass PID and PA/ED Contract Award and Caltrans Coop)

Non-parties 11
Ambiguity and Performance 12
Defaults 12
Dispute Resolution 12
Prevailing Wage 13
FUNDING SUMMARY 14
Funding 16
Invoicing and Payment 16
Project Initiation Document (PID) 16
SIGNATURES 17

Attachment: [PDF] 25-1003299_Caltrans Draft PID_Co-op. 08-1807 (11751 : I-15 Cajon Pass PID and PA/ED Contract Award and Caltrans Coop)

Attachment: [PDF] 25-1003299_Caltrans Draft PID_Co-op. 08-1807 (11751 : I-15 Cajon Pass PID and PA/ED Contract Award and Caltrans Coop)

COOPERATIVE AGREEMENT

This AGREEMENT, executed on and effective from _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

San Bernardino County Transportation Authority, a public corporation/entity, referred to hereinafter as SBCTA.

An individual signatory agency in this AGREEMENT is referred to as a PARTY. Collectively, the signatory agencies in this AGREEMENT are referred to as PARTIES.

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System (SHS) per the California Streets and Highways Code, Sections 114 and 130 and California Government Code, Section 65086.5.

2. For the purpose of this AGREEMENT, *extending the Northbound Truck Climbing Lane from 2.7 Miles North of Kenwood Avenue to SR-138 NB Exit Ramp on Interstate 15 (I-15) in Cajon Pass*, will be referred to hereinafter as PROJECT. SBCTA desires that a Project Initiation Document (PID) be developed for the PROJECT. The Project Initiation Document will be a Project Study Report-Project Development Support (PSR-PDS).

3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENT will be referred to hereinafter as WORK:

   - PROJECT INITIATION DOCUMENT (PID)

   Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.

4. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

   This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

   PARTIES intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT will preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

   If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.

Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

AGREEMENT will terminate 180 days after PID is signed by PARTIES or as mutually agreed by PARTIES in writing. However, all indemnification articles will remain in effect until terminated or modified in writing by mutual agreement.

5. No PROJECT deliverables have been completed prior to this AGREEMENT.

6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.

7. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

RESPONSIBILITIES

Sponsorship

8. A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for securing additional funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds committed in this AGREEMENT.

   PROJECT changes, as described in the CALTRANS Project Development Procedures Manual, will be approved by CALTRANS as the owner/operator of the State Highway System.

9. SBCTA is the SPONSOR for the WORK in this AGREEMENT.

Implementing Agency

10. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.

    - SBCTA is the Project Initiation Document (PID) IMPLEMENTING AGENCY.

      The PID identifies the PROJECT need and purpose, stakeholder input, project alternatives, anticipated right-of-way requirements, preliminary environmental analysis, initial cost estimates, and potential funding sources.

11. SBCTA will provide a Quality Management Plan (QMP) for the WORK in every PROJECT COMPONENT that they are implementing. The QMP describes the IMPLEMENTING AGENCY's quality policy and how it will be used. The QMP will include a process for resolving disputes between the PARTIES at the team level. The QMP is subject to CALTRANS review and concurrence.

12. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.

Attachment: [PDF] 25-1003299_Caltrans Draft PID_Co-op. 08-1807 (11751 : I-15 Cajon Pass PID and PA/ED Contract Award and Caltrans Coop)

Attachment: [PDF] 25-1003299_Caltrans Draft PID_Co-op. 08-1807 (11751 : I-15 Cajon Pass PID and PA/ED Contract Award and Caltrans Coop)

Funding

13. SBCTA is the only PARTY committing funds in this AGREEMENT and will fund the cost of the WORK in accordance with this AGREEMENT.

    If, in the future, CALTRANS is allocated state funds and Personnel Years (PYs) for PID review or development of this PROJECT, PARTIES will agree to amend this AGREEMENT to change the reimbursement arrangement for PID review.

14. Funding sources, PARTIES committing funds, funding amounts, and invoicing/payment details are documented in the Funding Summary section of this AGREEMENT.

15. PARTIES will not be reimbursed for costs beyond the funding commitments in this AGREEMENT.

16. Unless otherwise documented in the Funding Summary, overall liability for project costs within a PROJECT COMPONENT, subject to program limitations, will be in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.

17. Unless otherwise documented in the Funding Summary, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.

18. WORK costs, except those that are specifically excluded in this AGREEMENT, are to be paid from the funds obligated in the Funding Summary. Costs that are specifically excluded from the funds obligated in this AGREEMENT are to be paid by the PARTY incurring the costs from funds that are independent of this AGREEMENT.

CALTRANS' Quality Management

19. CALTRANS, as the owner/operator of the State Highway System (SHS), will perform quality management work including Quality Management Assessment (QMA) and owner/operator approvals for the portions of WORK within the existing and proposed SHS right-of-way.

20. CALTRANS' Quality Management Assessment (QMA) efforts are to ensure that SBCTA's quality assurance results in WORK that is in accordance with the applicable standards and the PROJECT's quality management plan (QMP). QMA does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking WORK.

    When CALTRANS performs QMA, it does so for its own benefit. No one can assign liability to CALTRANS due to its QMA.

21. CALTRANS, as the owner/operator of the State Highway System, will approve WORK products in accordance with CALTRANS policies and guidance and as indicated in this AGREEMENT.

22. SBCTA will provide WORK-related products and supporting documentation upon CALTRANS' request for the purpose of CALTRANS' quality management work.

Project Initiation Document (PID)

23. As the PID IMPLEMENTING AGENCY, SBCTA is responsible for all PID WORK except those activities and responsibilities that are assigned to another PARTY in this AGREEMENT and those activities that may be specifically excluded.

24. Should SBCTA request CALTRANS to perform any portion of PID preparation work, except as otherwise set forth in this AGREEMENT, SBCTA agrees to reimburse CALTRANS for such work and PARTIES will amend this AGREEMENT.

PARTIES agree to share work as shown in Attachment A – Scope Summary

25. CALTRANS will provide relevant existing proprietary information and maps related to:

- Geologic and Geotechnical information
- Utility information
- Environmental constraints
- Traffic modeling/forecasts
- Topographic and Boundary surveys
- As-built centerline and existing right-of-way

Due to the potential for data loss or errors, CALTRANS will not convert the format of existing proprietary information or maps.

26. When required, CALTRANS will perform pre-consultation with appropriate resource agencies in order to reach consensus on need and purpose, avoidance alternatives, and feasible alternatives.

27. CALTRANS will actively participate in the Project Development Team meetings.

28. The PID will be signed on behalf of SBCTA by a Civil Engineer registered in the State of California.

29. CALTRANS will review and approve the Project Initiation Document (PID) as required by California Government Code, Section 65086.5.

CALTRANS will complete a review of the draft PID and provide its comments to SBCTA within 60 calendar days from the date CALTRANS received the draft PID from SBCTA. SBCTA will address the comments provided by CALTRANS. If any interim reviews are requested of CALTRANS by SBCTA, CALTRANS will complete those reviews within 30 calendar days from the date CALTRANS received the draft PID from SBCTA.

After SBCTA revises the PID to address all of CALTRANS' comments and submits the revised draft PID and all related attachments and appendices, CALTRANS will complete its review and final determination of the revised draft PID within 30 calendar days from the date CALTRANS received the revised draft PID from SBCTA. Should CALTRANS require supporting data necessary to defend facts or claims cited in the revised draft PID, SBCTA will provide all available supporting data in a reasonable time so that CALTRANS may conclude its review. The 30 day CALTRANS

Attachment: [PDF] 25-1003299_Caltrans Draft PID_Co-op. 08-1807 (11751 : I-15 Cajon Pass PID and PA/ED Contract Award and Caltrans Coop)

review period will be stalled during that time and will continue to run after SBCTA provides the required data.

No liability will be assigned to CALTRANS, its officers and employees by SBCTA under the terms of this AGREEMENT or by third parties by reason of CALTRANS' review and approval of the PID.

Additional Provisions

Standards

30. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; Federal Highway Administration (FHWA) standards; and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:

- CADD Users Manual
- CALTRANS policies and directives
- Plans Preparation Manual
- Project Development Procedures Manual (PDPM)
- Workplan Standards Guide
- Construction Manual Supplement for Local Agency Resident Engineers
- Local Agency Structure Representative Guidelines

Noncompliant Work

31. CALTRANS retains the right to reject noncompliant WORK. SBCTA agrees to suspend WORK upon request by CALTRANS for the purpose of protecting public safety, preserving property rights, and ensuring that all WORK is in the best interest of the State Highway System.

Qualifications

32. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.

Consultant Selection

33. SBCTA will invite CALTRANS to participate in the selection of any consultants that participate in the WORK.

Encroachment Permits

34. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within State Highway System (SHS) right-of-way. SBCTA, their contractors, consultants, agents, and utility owners will not work within the SHS right-of-way without an encroachment permit issued by CALTRANS. CALTRANS will provide encroachment permits to SBCTA at no cost. CALTRANS will provide encroachment permits to utility owners at no cost. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT will prevail.

Attachment: [PDF] 25-1003299_Caltrans Draft PID_Co-op. 08-1807 (11751 : I-15 Cajon Pass PID and PA/ED Contract Award and Caltrans Coop)

35. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

Protected Resources

36. If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection.

Disclosures

37. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code, Section 7921.505(c)(5) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.

    PARTIES will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the WORK without the written consent of the PARTY authorized to release them, unless required or authorized to do so by law.

38. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public records.

Hazardous Materials

39. If any hazardous materials, pursuant to Health and Safety Code 25260(d), are found within the PROJECT limits, the discovering PARTY will notify all other PARTIES within twenty-four (24) hours of discovery.

40. PARTIES agree to consider alternatives to PROJECT scope and/or alignment, to the extent practicable, in an effort to avoid any known hazardous materials within the proposed PROJECT limits.

41. If hazardous materials are discovered within PROJECT limits, but outside of State Highway System right-of-way, it is the responsibility of SBCTA in concert with the local agency having land use jurisdiction over the property, and the property owner, to remedy before CALTRANS will acquire or accept title to such property.

Claims

42. Any PARTY that is responsible for completing WORK may accept, reject, compromise, settle, or litigate claims arising from the WORK without concurrence from the other PARTY.

43. PARTIES will confer on any claim that may affect the WORK or PARTIES' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.

Attachment: [PDF] 25-1003299_Caltrans Draft PID_Co-op. 08-1807 (11751 : I-15 Cajon Pass PID and PA/ED Contract Award and Caltrans Coop)

44. If the WORK expends state or federal funds, each PARTY will comply with the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTIES will ensure that any for-profit consultant hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.

Accounting and Audits

45. PARTIES will maintain, and will ensure that any consultant hired by PARTIES to participate in WORK will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.

46. PARTIES will maintain and make available to each other all WORK-related documents, including financial data, during the term of this AGREEMENT.

PARTIES will retain all WORK-related records for three (3) years after the final voucher.

PARTIES will require that any consultants hired to participate in the WORK will comply with this Article.

47. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.

48. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with the Local Assistance Procedures Manual, Chapter 10.

Interruption of Work

49. If WORK stops for any reason, IMPLEMENTING AGENCY will place the PROJECT right-of-way in a safe and operable condition acceptable to CALTRANS.

Penalties, Judgments and Settlements

50. The cost of awards, judgments, fines, interest, penalties, attorney's fees, and/or settlements generated by the WORK are considered WORK costs.

51. Any PARTY whose action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this AGREEMENT.

GENERAL CONDITIONS

52. All portions of this AGREEMENT, including the RECITALS section, are enforceable.

Attachment: [PDF] 25-1003299_Caltrans Draft PID_Co-op. 08-1807 (11751 : I-15 Cajon Pass PID and PA/ED Contract Award and Caltrans Coop)

Venue

53. PARTIES understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTY initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.

Exemptions

54. All CALTRANS' obligations and commitments under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, programming and allocation of funds by the California Transportation Commission (CTC).

Indemnification

55. Neither CALTRANS nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by SBCTA, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon SBCTA under this AGREEMENT. It is understood and agreed that SBCTA, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by SBCTA, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

56. Neither SBCTA nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless SBCTA and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

Non-parties

57. PARTIES do not intend this AGREEMENT to create a third-party beneficiary or define duties, obligations, or rights for entities in PARTIES not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.

Attachment: [PDF] 25-1003299_Caltrans Draft PID_Co-op. 08-1807 (11751 : I-15 Cajon Pass PID and PA/ED Contract Award and Caltrans Coop)

58. PARTIES will not assign or attempt to assign obligations to entities not signatory to this AGREEMENT without an amendment to this AGREEMENT.

Ambiguity and Performance

59. Neither PARTY will interpret any ambiguity contained in this AGREEMENT against the other PARTY. PARTIES waive the provisions of California Civil Code, Section 1654.

A waiver of a PARTY's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

60. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

Defaults

61. If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.

Dispute Resolution

62. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level as described in the Quality Management Plan. If they cannot resolve the dispute themselves, the CALTRANS District Director and the Executive Officer of SBCTA will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the WORK in accordance with the terms of this AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the WORK continues.

Except for equitable relief and/or to preserve the statute of limitations, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS District Office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

63. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

Attachment: [PDF] 25-1003299_Caltrans Draft PID_Co-op. 08-1807 (11751 : I-15 Cajon Pass PID and PA/ED Contract Award and Caltrans Coop)

Prevailing Wage

64. When WORK falls within the Labor Code § 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair or maintenance work under Labor Code § 1771, PARTIES will conform to the provisions of Labor Code §§ 1720-1815, and all applicable provisions of California Code of Regulations, Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTIES will include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts.

Work performed by a PARTY's own employees is exempt from the Labor Code's Prevailing Wage requirements.

If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. §§ 3141-3148.

When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works. WORK performed by a PARTY's employees is exempt from federal prevailing wage requirements.

Attachment: [PDF] 25-1003299_Caltrans Draft PID_Co-op. 08-1807 (11751 : I-15 Cajon Pass PID and PA/ED Contract Award and Caltrans Coop)

DRAFT Agreement No. 08-1807
Project No.: 0825000114
EA: 08-1R720
08-SBD-015-17.7/21.1
SBCTA Contract No. 25-1003299

FUNDING SUMMARY

FUNDING TABLE				
IMPLEMENTING AGENCY:			**SBCTA**	
Source	**Party**	**Fund Type**	**PID**	**Totals**
LOCAL	SBCTA	Local	1,069,400	1,069,400
Totals			1,069,400	1,069,400

Attachment: [PDF] 25-1003299_Caltrans Draft PID_Co-op. 08-1807 (11751 : I-15 Cajon Pass PID and PA/ED

DRAFT Agreement No. 08-1807
Project No.: 0825000114
EA: 08-1R720
08-SBD-015-17.7/21.1
SBCTA Contract No. 25-1003299

SPENDING TABLE			
	PID		
Fund Type	**CALTRANS**	**SBCTA**	**Totals**
Local	150,000	919,400	1,069,400
Totals	150,000	919,400	1,069,400

Attachment: [PDF] 25-1003299_Caltrans Draft PID_Co-op. 08-1807 (11751 : I-15 Cajon Pass PID and PA/ED

Funding

65. Per the State Budget Act of 2012, Chapter 603, amending item 2660-001-0042 of Section 2.00, the cost of any engineering support performed by CALTRANS towards any local government agency-sponsored PID project will only include direct costs. Indirect or overhead costs will not be applied during the development of the PID document.

Invoicing and Payment

66. PARTIES will invoice for funds where the SPENDING TABLE shows that one PARTY provides funds for use by another PARTY. PARTIES will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, SBCTA will pay invoices within five (5) calendar days of receipt of invoice.

67. If SBCTA has received EFT certification from CALTRANS then SBCTA will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.

68. When a PARTY is reimbursed for actual cost, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTIES will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTIES will invoice or refund as necessary to satisfy the financial commitments of this AGREEMENT.

Project Initiation Document (PID)

69. CALTRANS will invoice SBCTA for a $45,000 initial deposit after execution of this AGREEMENT and forty-five (45) working days prior to the commencement of PROJECT INITIATION DOCUMENT (PID) expenditures. This deposit represents two (2) months' estimated costs.

    Thereafter, CALTRANS will invoice and SBCTA will reimburse for actual costs incurred and paid.

Attachment: [PDF] 25-1003299_Caltrans Draft PID_Co-op. 08-1807 (11751 : I-15 Cajon Pass PID and PA/ED Contract Award and Caltrans Coop)

DRAFT Agreement No. 08-1807
Project No.: 0825000114
EA: 08-1R720
08-SBD-015-17.7/21.1
SBCTA Contract No. 25-1003299

SIGNATURES

PARTIES are authorized to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT. By signing below, the PARTIES each expressly agree to execute this AGREEMENT electronically.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

Catalino A. Pining III
District 8 Director

Verification of Funds and Authority:

Karem Evans (Acting)
District Budget Manager

Certified as to financial terms and policies:

Darwin Salmos
HQ Accounting Supervisor

HQ Legal Representative
HQ Legal Rep Title

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Raymond W. Wolfe
Executive Director

Attest:

Julianna K. Tillquist
General Counsel

Attachment: [PDF] 25-1003299_Caltrans Draft PID_Co-op. 08-1807 (11751 : I-15 Cajon Pass PID and PA/ED Contract Award and Caltrans Coop)

Attachment A - SCOPE SUMMARY

WORK ELEMENT	CALTRNAS	SBCTA	N/A
0.100.05.05.xx - Quality Management Plan	x	x	
0.100.05.05.xx - Risk Management Plan		x	
0.100.05.05.xx - Project Communication Plan		x	
0.100.05.10.xx - Quality Management	x		
0.100.05.10.xx - Cooperative Agreement for PA&ED Phase	x	x	
0.100.05.10.xx - Independent Quality Assurance (IQA)	x		
0.100.05.10.xx - Project Development Team Meetings	x	x	
1.150.05.05 - Review of Existing Reports, Data, Studies, and Mapping	x	x	
1.150.05.10 - Geological Hazards Review		x	
1.150.05.15 - Utility Search		x	
1.150.05.20 - Environmental Constraints Identification		x	
1.150.05.25 - Traffic Forecasts/Modeling		x	
1.150.05.30 - Surveys and Maps for PID		x	
1.150.05.35 - Transportation Problem Definition and Site Assessment		x	
1.150.05.45 - As-Built Centerline and Existing Right of Way		x	
1.150.05.50 - Tranportation Climate Risk/Adaptation Evaluation		x	
1.150.10 – Initial Alternatives Development		x	
1.150.10.05 - Public/Local Agency Input	x	x	
1.150.10.15 – Concept Alternatives Development		x	
1.150.15 – Alternatives Analysis	x	x	
1.150.15.05 - Right of Way Data Sheets		x	
1.150.15.10 - Utility Relocation Requirements Assessment		x	
1.150.15.15 - Railroad Involvement Determination		x	
1.150.15.35 - Multimodal/Complete Streets Review	x	x	
1.150.15.40 - Hydraulic Review	x	x	
1.150.15.50 - Traffic Studies		x	
1.150.15.55 - Construction Estimates		x	
1.150.15.60 – Preliminary Transportation Management Plan		x	
1.150.15.65 Climate Change Analysis		x	
1.150.20 – Preliminary Environmental Analysis Report (PEAR)		x	
1.150.20.05 - Initial Noise Study		x	
1.150.20.10 - Hazardous Waste Initial Site Assessment/Investigations		x	
1.150.20.15 - Scenic Resources and Landscape Architecture Review		x	
1.150.20.20 – Initial NEPA/404 Coordination		x	
1.150.20.25 – Initial Biology Study		x	
1.150.20.30 - Initial Records and Literature Search for Cultural Resources		x	
1.150.20.40 - Initial Community Impact Analysis, Land Use, and Growth Studies		x	
1.150.20.45 - Initial Air Quality Study		x	
1.150.20.50 - Initial Water Quality Studies		x	
1.150.20.60 - Preliminary Environmental Analysis Report Preparation		x	

Attachment: 25-1003299_Attachment-A_Scope Summary (11751 : I-15 Cajon Pass PID and PA/ED Contract Award and Caltrans Coop)

1.150.20.65 - Initial Paleontology Study		x	
1.150.25.05 - Draft PID		x	
1.150.25.10 – Approved Exceptions to Design Standards	x	x	
1.150.25.20 PID Circulation, Review & Approval	x	x	
1.150.25.25 - Storm Water Data Report		x	
1.150.25.30.05 – Cost Estimates for Alternatives		x	
1.150.25.99 – Other PID Products		x	
1.150.25.99.xx – Complete Streets Decision Document (CSDD)		x	
1.150.25.99.xx – Vehicle Miles Traveled Decision Document (VMTDD)		x	
1.150.25.99.xx - Public Engagement Plan (PEP)		x	
1.150.25.99.xx - Headquarters Division of Engineering Services PSR-PDS scopingchecklist		x	
1.150.35 - Required Permits, Licenses, Agreements, and Certifications (PLACs) during Project Initiation Documents Development		x	
1.150.40 - PLACs During Project Initiation Documents Development		x	
1.150.45 - Base Maps and Plan Sheets for Project Initiation Documents		x	

Attachment: 25-1003299_Attachment-A_Scope Summary (11751 : I-15 Cajon Pass PID and PA/ED Contract Award and Caltrans Coop)

Minute Action

AGENDA ITEM: 14

Date: July 2, 2025

Subject:
US 395 Phase 2 Widening Project Authorization to Release Invitation for Bids No. 25-1003266

Recommendation:
That the Board, acting as the San Bernardino County Transportation Authority (SBCTA):

Authorize the Executive Director, or their designee, to release Invitation for Bids No. 25-1003266 for the construction of the US 395 Phase 2 Widening Project, subject to approval as to form by SBCTA General Counsel; ~~or her designee, subject to final approval of the Plans, Specifications, and Estimates package by the California Department of Transportation;~~ and issuance of the federal authorization to proceed with construction.

Background:
US 395 is designated as a "Priority Interregional Highway" in the California Department of Transportation (Caltrans) 2021 Interregional Transportation Strategic Plan. US 395 is widely recognized as a critical linkage for goods movement, supporting the economies of multiple inland counties and an important agricultural route to and from the Central Valley.

On July 6, 2022, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) awarded the professional services contract to initiate the Plans, Specifications, and Estimates (PS&E) phase of the US 395 Phase 2 Widening Project (Project). The 100% PS&E package ~~is currently in final review by Caltrans and is expected to be approved in June 2025~~ **was approved by Caltrans on June 12, 2025**.

In May 2025, the California Transportation Commission approved allocation of Trade Corridor Enhancement Program funds for the project.

Staff is recommending that the Board authorize the Executive Director, or their designee, to advertise the construction contract for the Project by releasing Invitation for Bids No. 25-1003266, subject to approval as to form by SBCTA General Counsel, ~~final approval of the Plans, Specifications, and Estimates package by Caltrans,~~ and issuance of the Federal authorization to proceed with construction. A future agenda item for the award of the construction contract will be brought to the Board for consideration in fall 2025.

Financial Impact:
This Project is included in the adopted Budget for Fiscal Year 2025/2026 and funded with Measure I Victor Valley Major Local Highway Projects Program funds, Surface Transportation Block Grant Program funds, Trade Corridor Enhancement Program funds, State Highway Operations and Protection Program funds, and a Federal Earmark in Program 40, Project Delivery.

Reviewed By:
This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on June 20, 2025. SBCTA General Counsel and Procurement Manager have reviewed this item.

Responsible Staff:
David Tan, Senior Project Manager

Entity: San Bernardino County Transportation Authority

Approved
Board of Directors
Date: July 2, 2025

Witnessed By:

Minute Action

AGENDA ITEM: 15

Date: July 2, 2025

Subject:
Update on Cajon Pass Emergency Bypass Strategy

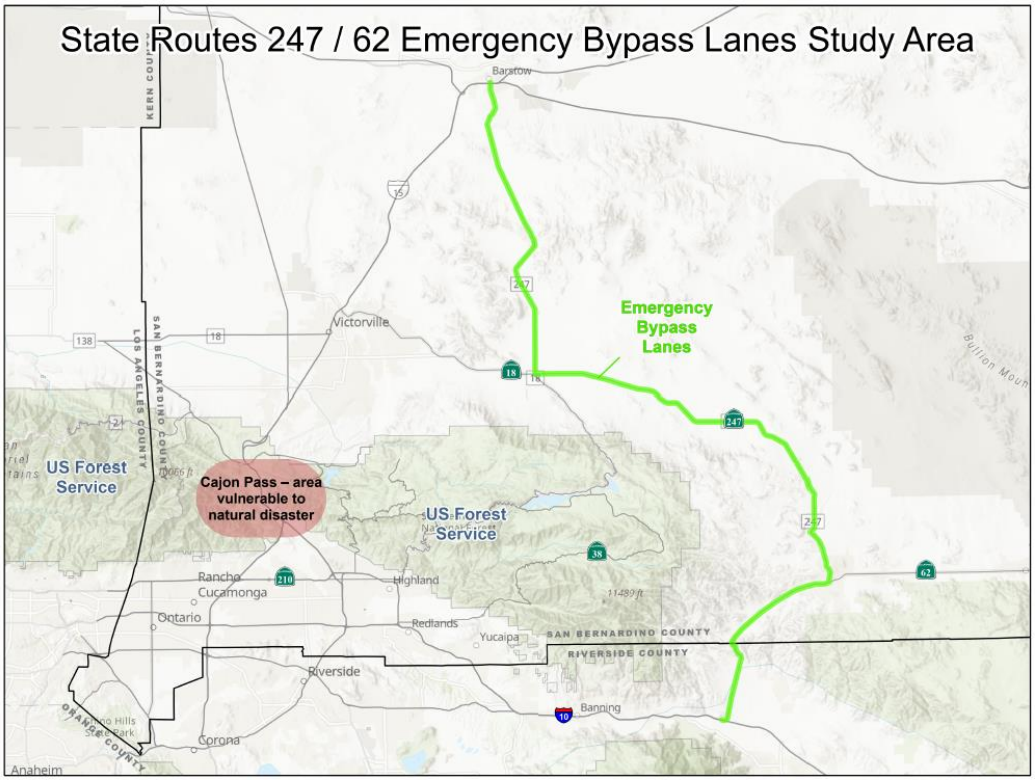
Recommendation:
Receive an update on the Cajon Pass Emergency Bypass Strategy.

Background:
On September 8, 2022, the Governor of California signed Assembly Bill (AB) 179, which amended the Budget Act of 2022 to reflect changes necessary to implement the budget agreement for the State of California. AB 179 also appropriated funding for Priority Legislative Budget Projects (PLBP), otherwise known as State earmarks. The PLBP program includes earmarks for a variety of projects, including transportation-related projects. In April 2022, the San Bernardino County Transportation Authority (SBCTA) submitted a request for an earmark in the amount of $1,000,000 to conduct the State Route (SR) 247/62 Emergency Bypass Study (Project). On December 12, 2022, SBCTA was notified that the request was approved and included in AB 179. The California Department of Transportation (Caltrans) is the authorizing agency for the proper distribution of the funding provided by this legislation.

The Project is intended to increase the usefulness of SR-247 and SR-62 as an alternative to Interstate 15 (I-15) through the Cajon Pass in the event of an emergency, such as an earthquake, wildfire, major incident, or other disaster.

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Figure 1. Overview of SR 247/62 Study Area



Entity: San Bernardino County Transportation Authority

The study is being conducted in two parts:

- Part 1 - prepares the Cajon Pass Emergency Bypass Strategy, which builds on emergency response information obtained from the California Highway Patrol (CHP), Caltrans, and other emergency service agencies. The Emergency Bypass Strategy focuses on traffic management on I-15 through the Cajon Pass during major incidents, but also provides information about how to best coordinate the messaging for a closure. The Draft Cajon Pass Emergency Bypass Strategy Executive Summary is included as Attachment A to this item.
- Part 2 - prepares a feasibility study for potential geometric and operational improvements on the portions of SR-247 from the City of Barstow to the Town of Yucca Valley, on SR-62 from the Town of Yucca Valley to Interstate 10 (I-10) in the City of Palm Springs, in the Cajon Pass, and on other state and local roadways that feed the Cajon Pass from either direction. The feasibility study serves as the basis for recommending projects to develop that will allow for strategic improvements to SR-247 and SR-62 and other routes that will better facilitate traffic management, evacuation, response, and recovery. Part 2 may also include a companion data collection effort as well as follow-up emergency response services coordination meetings. These meetings may consider strategies to improve off-system resiliency improvements to help limit the impact of natural disasters as well as to support evacuation and recovery by maintaining the open availability of alternative routes.

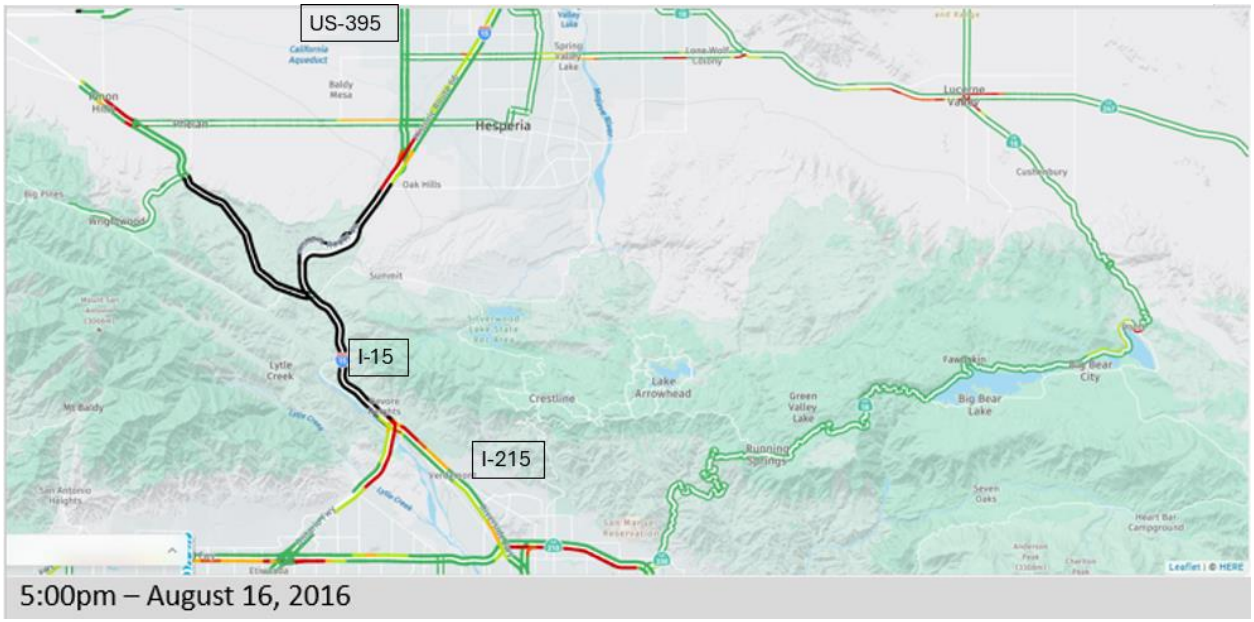
SBCTA released a Request for Proposals on December 19, 2023, seeking consultant support to develop the SR-247/62 Emergency Bypass Study. The firm WSP USA, Inc. was selected as the consultant for the Project and the Board of Directors approved the award of Contract No. 24-1003069 to WSP USA, Inc. on May 1, 2024. The Project includes technical participation in the form of a Cajon Pass Working Group (CPWG). The CPWG held its kickoff meeting on October 28, 2024, and there have been two follow-up meetings since that then. The meetings have been attended by members of SBCTA, WSP USA, Caltrans, CHP, the San Bernardino County Fire Protection District (County Fire), and the San Bernardino County Department of Public Works (DPW).

The Draft Executive Summary for the Cajon Pass Emergency Bypass Strategy (Attachment A) highlights the preliminary results of Part 1: the Cajon Pass Emergency Bypass Strategy. It first summarizes input from the CPWG. It then identifies additional strategies and actions that could be considered for future major incidents in the Cajon Pass. Participants in the discussions thus far have included the CHP, Caltrans, the California Department of Forestry and Fire Protection (CAL FIRE), County Fire, and the San Bernardino County Office of Emergency Services (OES) and DPW. The Transportation Technical Advisory Committee, which consists of local jurisdiction public works/transportation representatives, has also been briefed on this material. The Cajon Pass Emergency Bypass Strategy has also been supplemented with available historical data from prior major incidents and traffic modeling data reconstructing traffic flows of scenarios in which the Cajon Pass is closed south of SR-138.

One of the historical closures included in the analysis is the Blue Cut Fire on August 16, 2016. This major fire caused a full closure of the Cajon Pass and severely limited capacity along mountain routes in both directions. Exhibit 1 below on the following page shows Cajon Pass

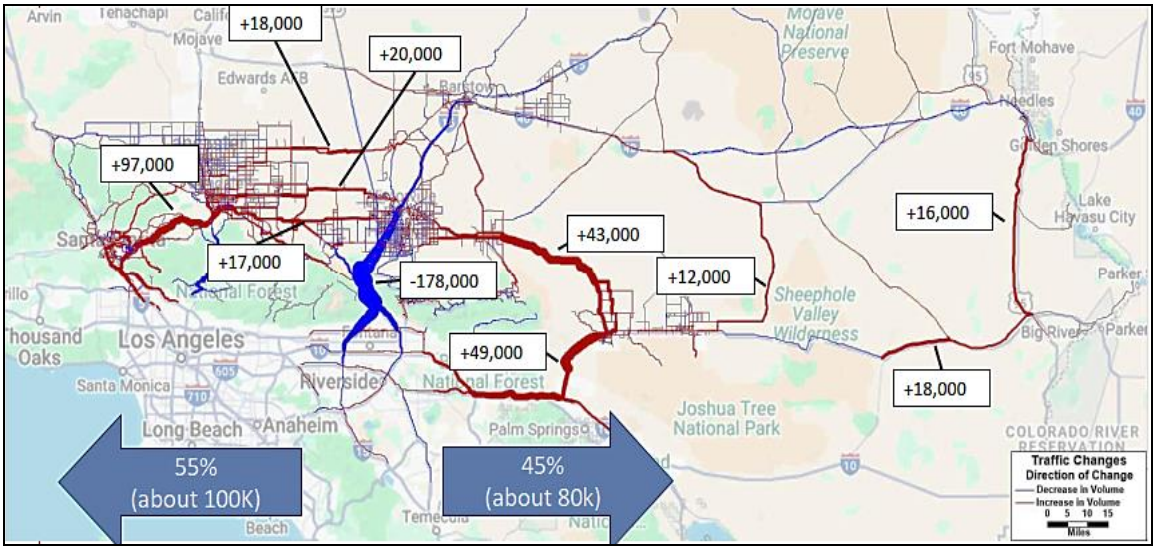
closure limits (in black) for the Blue Cut Fire on August 16, 2016, at 5:00 pm. As expected, particularly heavy delays (in red) were seen in the initial hours on the I-15 approaches to the Cajon Pass, which primarily spread to U.S. Highway 395 and Phelan Road toward SR-138 on the north side and SR-210 on the south side. Challenges on SR-18 and SR-247 are shown to have occurred in Lucerne Valley.

Exhibit 1. I-15 Closure and Surrounding Congestion Early in the Blue Cut Fire



Supplemental traffic modeling was conducted using the San Bernardino Transportation Analysis Model calibrated with 2019 traffic data. A major closure scenario was modeled, assuming the closure of I-15 through the Cajon Pass and no use of the mountain routes. The simulated closure produced a roughly 50-50 split of increased traffic to the east and west of I-15 at the Cajon Pass, as documented in Exhibit 2 below.

Exhibit 2. Increases and Decreases in Daily Volume from Simulated Closure of Cajon Pass



A few of the key insights from the CPWG conversations are included below:

1. There are currently no formal incident response plans, traffic management plans, or detour plans for I-15 through the Cajon Pass that are referenced by agencies or emergency personnel during an incident. Incident command is handled on a case-by-case basis.
2. No single "Cajon Pass Closure Plan" exists, but a layered set of plans that would be activated between federal, state, local, and military documents. Disaster response plans broadly acknowledge I-15 (and the Cajon Pass) as a critical transportation and logistics corridor. Additionally, most agencies follow a general protocol, procedure, or plan when responding to events – either federal, state, local, and/or internal. While the general guidance is helpful, much of the response is reflex-like and driven by the most pressing need. Agencies noted real-world scenarios and training exercises as being valuable learning experiences.
    a. Several Emergency Operations Plans exist at the federal, state, and county levels. Furthermore, California OES provides general guidance for catastrophic incident planning through the "California Catastrophic Incident Base Plan: Concept of Operations" and more detailed guidance in the "Southern California Catastrophic Earthquake Plan, 2022."
    b. CHP follows its internal Emergency Incident Planning Manual and utilizes their standard communication equipment and protocols. Checklists are available for certain events (earthquakes, floods, etc.), but traffic management is handled on a case-by-case basis.
    c. Caltrans does not have a plan specific to the Cajon Pass but has experience from and plans for other facilities they can leverage. General guidance is provided by their Emergency Operations Plan.
    d. County OES has general frameworks for certain events (earthquakes, floods, landslides, etc.) but no formal process or traffic management component. Any routing plans, if developed, are generally kept private, so the most up-to-date version may be deployed with minimal public confusion due to a previous version. OES is currently conducting audits of key elements of their response frameworks.
3. The recommendation of specific alternative routes to the public is not generally advisable. Doing so may result in routes that are not optimal for significant portions of those unfortunate enough to be caught in a Cajon Pass closure. Pre-established alternative routes may also lock the public into a suboptimal route choice, as during emergency situations, the field conditions inevitably evolve in real time. The preferred course of action is to get the most accurate and timely information out to the media and the public on the location of the closure/incident and the nature of the event so that the traveling public can develop their own alternate route plan in real-time based on their trip destination and the mapping apps now available to them. The CHP has indicated they now typically get information on major incidents out to the media very efficiently via "X" (formerly "Twitter").
4. There are currently no formal incident response plans, traffic management plans, or detour plans for I-15 through the Cajon Pass that are referenced by emergency personnel

during an incident. Experience has shown that traffic management for is best handled based on field conditions (using the extensive knowledge of the area by response agencies, best practices, past personal experiences of key personnel, professional judgment etc.). The response agencies provide substantial discretion to field personnel because every emergency situation is different, and there are many variables (time of day, exact location and direction of incident, type of incident, expected duration of closure, etc.).

5. CHP, Caltrans, County Fire, CAL FIRE, and other emergency service personnel know the area well and are typically able to rapidly establish lines of communication and collaborate on incident responses that both protect public safety and "minimize the pain" brought about by major incidents, to the extent possible. That said, there is no way to replace the traffic capacity of I-15 through the Cajon Pass, which carries approximately 200,000 cars and trucks each weekday. Major delays are inevitable.
6. The CHP is generally the first responder to an incident on I-15 and the initiator of communications regarding closure. The CHP dispatch office is co-located with the Caltrans Traffic Management Center so communication between CHP and Caltrans is easy to establish and relatively frictionless.

Draft Cajon Pass Emergency Bypass Strategy

In light of the efforts of the CPWG, a proposed traffic management strategy for major Cajon Pass incidents is as follows:

1. Build on all the elements and lessons learned highlighted above: (e.g. provide accurate and timely information on Cajon Pass incidents to the public and anticipate that many drivers will find an alternate route that is best for their own destination and individual conditions).
2. Meet the varying needs of all responding agencies:
    a. DPW: Mitigation of congestion on San Bernardino County roads.
    b. CHP: Public safety and accessibility to support response times.
    c. OES: Availability of emergency access/supply routes.
    d. Caltrans: Continuity of service on State roadways.
3. Establish a Food and Water Point of Distribution plan for incidents which leave motorists stranded for long periods of time.
    a. Identify equipment (gators, quads, etc) in the Operational Area that can be utilized on shoulders to set out water and food for any stranded motorists.
    b. Coordinate with other San Bernardino County agencies, including Public Health, Behavioral Health, and Human Services.
4. Work with businesses along the transportation corridors such as gasoline stations, motels, towing companies and others that can provide resources to support incident management or recovery.
5. Reduce overall traffic demand during an incident by engaging with large trip generators/attractors (e.g., Las Vegas Convention and Visitors Authority, etc.).

By engaging these organizations, the strategy aims to inform travelers early and direct them to alternate routes, reducing the volume of vehicles entering the Cajon Pass closure area.

6. Improve capacity and traffic operations at key bottlenecks on the alternate routes most often used during major Cajon Pass incidents. Alternate routes can become overloaded very quickly, and individual intersections can become serious bottlenecks that constrain flow for the entire route. An initial analysis of prior major incidents has suggested a set of locations that should be further examined for capacity enhancement or operational improvement. Preliminary examples in the High Desert include: I-15 at SR-138; I-15 at SR-18 south; I-15 at SR-18 north; SR-62 at SR-247; SR-247 at SR-18; SR-18 at US 395; SR-138 at Phelan Road. Phase 2 of the Emergency Bypass Study will look at what can be done in the SR-247/62 corridor overall, to make the use of that alternate as safe and efficient as possible.
7. Address other operational and capacity constraints along alternate routes or at intersections. Examples include: widening shoulders, upgrading/modifying intersection control, signal optimization and coordination, adding/extending turn lanes, providing consistent lane configurations, and mitigating overlaps/convergence of traffic.
8. Explore use of Intelligent Transportation System (ITS) infrastructure along State roadways including SR-247/62 in order to support traffic monitoring and management systems such as Closed Circuit Television, Changeable Message Signs (CMS), adaptive traffic control, and emergency vehicle preemption.
9. There is a tendency to think primarily of the southbound drivers from the High Desert when it comes to alternate routing, because of the sense of isolation from the Southern California region. But an equivalent amount of traffic goes northbound. For drivers in the Los Angeles (LA) Basin seeking to continue on I-15 north toward the Victor Valley and beyond, the mountain roads are not particularly good choices, but they may still be the best for certain destinations. Longer distance drivers that would have used Interstate 40 may instead divert to I-10 toward Phoenix. Unfortunately, alternate routes from the LA Basin to the City of Las Vegas via I-15 are very limited, and mapping apps can be immensely helpful if information on Cajon Pass closures is available early enough before approaching the Pass.
10. Regarding mapping apps, agencies should develop relationships with real-time traffic mapping providers wherein for major incidents they can be notified by CHP or Caltrans to designate Cajon Pass closure locations in real time. This will increase the share of accurate re-routings provided to drivers that would have otherwise been using the Cajon Pass.
11. Support agency integration into the Joint Information System (JIS) structure. The JIS includes the Telephone Emergency Notification System (TENS), the San Bernardino Ready App, and activation protocols for the Joint Information Center, which is coordinated by OES.
12. Given the success with sharing incident information with the media through “X,” agencies may also want to consider establishing relationships with trucking companies for CHP to share incident information on “X.” Other traditional methods such as radio and television will be important as well. A key focus will be supporting trucking

companies in disseminating this information to their drivers in a timely way since some of the routes are not well-suited to large volumes of heavy-duty truck travel.

a. Identify and socialize the AM radio stations that have information for any residents stranded on these roadways.

b. Utilize the TENS by using a geo-fence to send Wireless Emergency Alerts to all affected cell phones.

13. For longer term incidents, deploy portable CMS at strategic locations in advance of key alternate route exit points to advise of incident locations.

14. For ultra-long closures of I-15 (such as might be caused by an earthquake on the San Andreas fault, which bisects the Cajon Pass), coordinate information dissemination not only with adjacent regions but adjacent states. A key part of the strategy will be to support interagency coordination in the form of resource allocation, communications protocols, command structures, and traffic management.

15. For non-critical, localized events:

    a. Assess opportunities for vehicle turnarounds and parallel bypass routes that do not exist today. For example, reconnecting Cajon Boulevard between SR-138 and the ramps at Cajon Boulevard and I-15 to the south could play a critical future role to relieve congestion in the event of I-15 closures. While this would be a challenging project, the closure of this gap in Cajon Boulevard could greatly assist traffic management on major incidents south of SR-138.

    b. Assess the feasibility of implementing measures such as dynamic medians, dynamic shoulders, and contraflow lanes (i.e. safely allow flows of southbound traffic in the northbound lanes, and vice versa), in extreme, long-term cases. A dynamic median was activated several years ago with the loss of a bridge on I-10 east of the Coachella Valley.

16. Establish direct notification channels with major freight and logistics partners (dispatch centers, industry associations)

17. Identify and prioritize infrastructure reinforcements: shoulders, turn lanes, pullouts for enforcement or disabled vehicles.

18. Conduct tabletop exercises with Caltrans, County Fire, OES and DPW, and CHP focused on contraflow or one-way routing scenarios.

It should be noted that many of these strategies apply not only to the Cajon Pass but also to other major routes that can be impacted by major incidents. For any of these events, there can be a major economic impact: for commuters struggling to access their employment sites, for truckers delivering time-sensitive goods, and for carrying on commerce in general. Investing in the improvement of some strategic locations can help to lessen that impact. Furthermore, coordinating these improvements with ongoing or planned projects will be important. But as noted previously, there is no set of alternate routes that can fully replace the Cajon Pass.

The Cajon Pass Emergency Bypass Strategy Executive Summary was distributed to the CPWG for review and comment. Each of the major emergency response stakeholders communicated to SBCTA and its consultant WSP USA that the Bypass Strategy accurately reflects the

conversations from the CPWG. The suggested edits that were offered largely helped to provide added nuance and context.

One of the likely outgrowths of the SR 247/62 Emergency Bypass Study is a recommendation to prepare Caltrans Project Initiation Documents (PIDs) for specific sections of that route or for strategic locations elsewhere in the Victor Valley or Cajon Pass. The PIDs will be the next step in the project programming/funding process. The intent of this study is not to identify projects for the general widening of these routes. However, the Emergency Bypass Strategy needs to be developed enough to support the recommendations for roadway geometric and operational improvements to better serve emergency service needs. This assessment will be the focal point of Part 2 of the study.

Financial Impact:
This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026.

Reviewed By:
This item was received by the Board of Directors Metro Valley Study Session on June 12, 2025 and the Mountain/Desert Policy Committee on June 20, 2025.

Responsible Staff:
Steve Smith, Director of Planning & Regional Programs

Attachment A

Cajon Pass Emergency Bypass Strategy

Draft Executive Summary – SBCTA – June 3, 2025

The Cajon Pass is a critical transportation corridor connecting Southern California to the rest of the United States via Interstate 15 (I-15). It serves as a convergence point for not only I-15 but also key rail lines and major utility infrastructure. The Cajon Pass and its highway connections support daily commuting, regional travel, and interstate travel for passenger vehicles and freight. It is a high-volume truck corridor, carrying approximately 200,000 total vehicles, including 20,000 trucks per day (source: Caltrans truck volume data) and is essential for both regional mobility and the national supply chain. Any significant disruption to this corridor – whether due to a catastrophic event, wildfire, earthquake or other prolonged closure – would have significant consequences for national and regional supply chains.

Assembly Bill (AB) 179 appropriated funding for the Priority Legislative Budget Projects (PLBP) Program, which included earmarks for a variety of transportation projects. The State Route (SR) 247/62 Emergency Bypass Study was one of the projects awarded funding. **The intent of the legislative earmark was to conduct a study that examines strategies to minimize the impact of closures and major traffic incidents in the Cajon Pass and to improve the ability for alternate routes such as SR-247/62 to carry additional traffic loads during these emergencies.**

The study is being conducted in two parts:

- Part 1 prepares an area-wide Cajon Pass Emergency Bypass Strategy that builds on any existing response plans previously developed by the County of San Bernardino, California Highway Patrol (CHP), California Department of Transportation (Caltrans), the State of California Catastrophic Earthquake Plan and other emergency service agencies' plans for traffic management during periods of closure on I-15 through the Cajon Pass due to major incidents.
- Part 2 prepares a feasibility study for potential geometric and operational improvements on the portions of SR-247 from the City of Barstow to the Town of Yucca Valley, on SR-62 from the Town of Yucca Valley to Interstate 10 (I-10) in the City of Palm Springs, in the Cajon Pass, and on other state and local roadways that feed the Cajon Pass from either direction. The feasibility study serves as the basis for recommending projects to develop that will allow for strategic improvements to SR-247 and SR-62 and other routes that will better facilitate traffic management, evacuation, response and recovery. Part 2 may also include a companion data collection effort as well as follow-up emergency response services coordination meetings. These meetings may consider strategies to improve off-system resiliency improvements to help limit the impact of natural disasters as well as to support evacuation and recovery by maintaining the open availability of alternative routes.

The Draft Executive Summary highlights the preliminary results of Part 1: the Cajon Pass Emergency Bypass Strategy. It first summarizes input from the Cajon Pass Working Group (CPWG), a group of stakeholders and emergency service agencies, on how they currently manage

Attachment: Attachment A - Cajon Pass Emergency Bypass Strategy - Executive Summary Revised (11742 : Update on Cajon Pass Emergency

Attachment: Attachment A - Cajon Pass Emergency Bypass Strategy - Executive Summary Revised (11742 : Update on Cajon Pass Emergency

traffic during incidents in the Cajon Pass. It then identifies additional strategies and actions that could be considered for traffic management during future major incidents in the Cajon Pass. Participants in the discussions thus far have included the CHP, Caltrans, the California Department of Forestry and Fire Protection (CAL FIRE), San Bernardino County (SBC) Fire Protection District (County Fire), the SBC Office of Emergency Services (OES), the SBC Department of Public Works (DPW). Focused debriefs regarding emergency traffic response and management were conducted with each agency individually. This coordination has been supplemented with available historic traffic data from prior major incidents as well as traffic modeling data reconstructing traffic flows of scenarios in which the Cajon Pass is closed south of SR-138.

Data Collection and Analysis

Data collection and analysis efforts were conducted by the consultant team to assist in the CPWG discussion on the Emergency Bypass Strategy. The approach to the compilation of this information for the CPWG includes the following considerations:

1. Traffic incidents along the Cajon Pass were logged for the period of June 2024 through January 2025. The log indicated that the location, time, duration, and severity of incidents in the Cajon Pass vary widely, and it would be difficult to craft response plans for every situation. Furthermore, most incidents, although frequent and/or serious, only resulted in partial closures and/or dissipated relatively quickly - therefore, they resulted in a low-to-moderate impact that did not force motorists to divert to alternate routes. There were also no incidents during this period that produced a complete closure of the Cajon Pass for a multiple day duration. As a result, the review of recent incidents was supplemented with major closures from past history as far back as 2014.
2. Based on the events and understanding of the effects based on input from the CPWG, the key criteria the consultant team considered when determining incident impact include:
    a. Date/time,
    b. Location (zone),
        i. Zone 1 - Ranchero Road to Oak Hill Road
        ii. Zone 2 - Oak Hill Road to SR-138 (critical - no parallel bypass)
        iii. Zone 3 - SR-138 to Cajon Boulevard (critical - no parallel bypass)
        iv. Zone 4 - Cajon Boulevard to Kenwood Avenue
        v. Zone 5 - Kenwood Avenue to I-215
    c. Duration of the closure,
    d. Direction(s) affected
3. The following major events were expected to have created the most significant, and thus measurable, change in regional traffic patterns. These events are summarized below:
    a. Police shooting on September 14, 2024

        The incident occurred in Zone 3 where there are no parallel alternative routes. The northbound closure lasted about 14 hours – it is unclear if it was a full closure the entire time. It would be expected that traffic patterns due to a southbound closure would follow the same alternate route(s) but in reverse. The incident occurred on a Saturday evening and was cleared Sunday morning.

b. Snowstorm on November 28, 2019

The storm was expected but the magnitude was not planned for. The storm severely limited capacity along the entire pass and mountain routes in both directions. There was a short, full closure followed by a partial (one lane) re-opening causing significant congestion. The storm occurred on Thanksgiving Day. The combination of these factors provided a focused view of more local alternate routes used during the event as well as insights into altered travel routes in anticipation of an event.

c. Blue Cut Fire on August 16, 2016

This was a major fire that caused a full closure of the Cajon Pass and severely limited capacity along mountain routes in both directions. The fire began on a Tuesday. The combination of these factors provided a more regional view of alternate routes used during an event when the Cajon Pass and mountain routes are unavailable.

4. Historical traffic data available through the Caltrans Performance Measurement System (PeMS) and ClearGuide (a "big-data" history of traffic congestion on the road network) was reviewed for the major closures. The data mostly covered state highways and showed color-coded congestion levels as opposed to traffic volumes. Several arterial bottlenecks became apparent on alternate routes. For example, Exhibit 1 below shows the Cajon Pass closure limits (in black) on August 16, 2016, 2:30 pm, for the Blue Cut Fire. As expected, particularly heavy delays (in red) were seen in the initial hours on the I-15 approaches to the Pass, which primarily spread to US 395 and Phelan Road toward SR-138 on the north side and SR-210 on the south side. Challenges on SR-18, SR-247 and SR-62 were documented later in the incident.

5. Supplemental traffic modeling was conducted using the San Bernardino Transportation Analysis Model calibrated with 2019 traffic data. A major closure scenario was modeled, assuming the closure of I-15 through the Cajon Pass and no use of the mountain routes. Exhibit 2 below shows the increases in daily traffic volume on routes to the east and west of the Cajon Pass and reductions of daily traffic volume on I-15. The modeling showed:

    a. Rerouted traffic was concentrated along state highways such as SR-247, SR-62, and SR-18 in the High Desert and SR-14 in the County of Los Angeles. The model assumes that all drivers still make the trip to their original destination, but just by a different route. In reality, we expect some drivers (both car and truck) to assess the situation and decide not to make the trip at all or simply pause their trip and wait for a better time to travel.

6. The simulated closure produced a roughly 50-50 split of increased traffic to the east and west of I-15 at the Cajon Pass, as documented in Exhibit 2 below. The importance of model data at this point is to show the high-level distribution of rerouted traffic to the east/west and potential spillover to local roads from a complete closure of I-15 in the Cajon Pass. Note: The model distributes traffic based on standard capacity-balancing parameters and does not reflect any specific trip/route detours, restrictions, or diversions/cancellations. Localized traffic impacts (queueing, bottlenecks, or roadway improvements) will be looked at in detail as the effort progresses.

Attachment: Attachment A - Cajon Pass Emergency Bypass Strategy - Executive Summary Revised (11742 : Update on Cajon Pass Emergency

Exhibit 1. I-15 Closure and Surrounding Congestion Early in the Blue Cut Fire

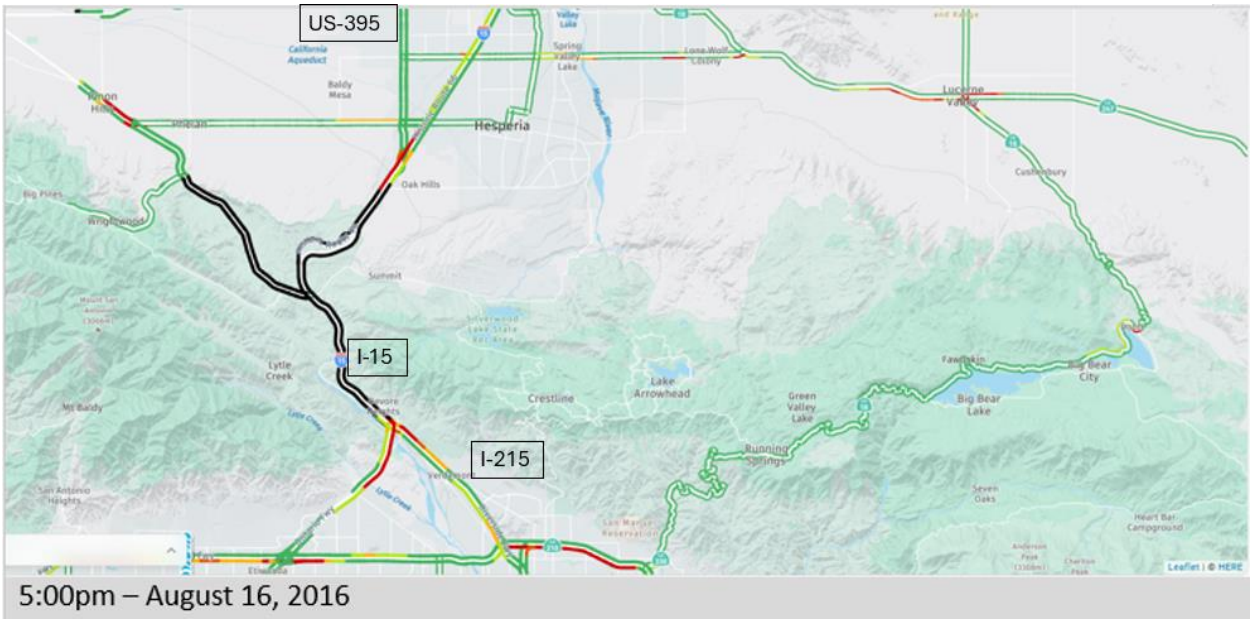
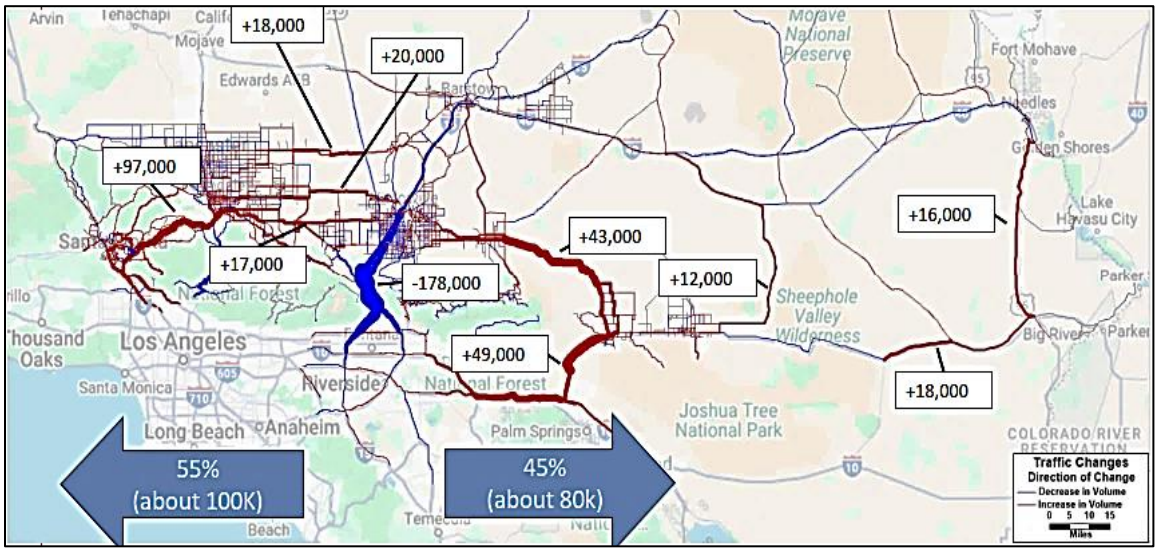


Exhibit 2. Increases and Decreases in Daily Volume from Simulated Closure of Cajon Pass



Insights from the Working Group Regarding Cajon Pass Incident Traffic Management

1. Incident Response and Reporting

a. There are currently no formal incident response plans, traffic management plans, or detour plans for I-15 through the Cajon Pass that are referenced by agencies or emergency personnel during an incident. Incident command and traffic management is handled on a case-by-case basis.

Attachment: Attachment A - Cajon Pass Emergency Bypass Strategy - Executive Summary Revised (11742 : Update on Cajon Pass Emergency

b. No single "Cajon Pass Closure Plan" exists, but a layered set of plans and actions would be activated between federal, state, local, and military documents. Disaster response plans broadly acknowledge I-15 (and the Cajon Pass) as a critical transportation and logistics corridor. Additionally, most agencies follow a general protocol, procedure, or plan when responding to events – either federal, state, local, and/or internal. While the general guidance is helpful, much of the response is reflex-like, utilizing past experience and training, and driven by the most pressing need. Agencies noted real-world scenarios and training exercises as being valuable learning experiences.

    i. Several Emergency Operations Plans exist at the federal, state, and county levels. Furthermore, California OES provides general guidance for catastrophic incident planning through the "California Catastrophic Incident Base Plan: Concept of Operations" and more detailed guidance in the "Southern California Catastrophic Earthquake Plan, 2022."

    ii. CHP follows its internal Emergency Incident Planning Manual and utilizes their standard communication equipment and protocols. Checklists are available for certain events (earthquakes, floods, etc.), but traffic management is handled on a case-by-case real-time basis.

    iii. Caltrans does not have a plan specific to the Cajon Pass but has experience from and plans for other facilities they can leverage. General guidance is provided by their Emergency Operations Plan.

    iv. County OES has general frameworks for certain events (earthquakes, floods, landslides, etc.) but no formal process or traffic management component. Any routing plans, if developed, are generally kept private so the most up-to-date version may be deployed with minimal public confusion due to a previous version. OES is currently conducting audits of key elements of their response frameworks.

c. Traffic management for incidents is generally handled based on field conditions (using the extensive knowledge of the area by response agencies, best practices, past personal experiences of key personnel, professional judgement etc.). The response agencies provide substantial discretion to field personnel because every emergency situation is different, and there are many variables (time of day, exact location and direction of incident, type of incident, expected duration of closure, etc.). The CHP is generally the first responder to an incident along the state highway system and initiator of communications regarding closure. The CHP dispatch office is co-located with the Caltrans Traffic Management Center so communication between CHP and Caltrans is easy to establish and relatively frictionless. A mobile unified command center with federal, state and local partners may also be strategically established in the field depending on the needs of the incident. Caltrans then relays traffic information directly to the public through changeable message signs (CMS) and indirectly through online map apps that reference Caltrans QuickMap data and system sensor data (PeMS).

    i. For disaster events, OES expects that roads will initially be closed for emergency vehicle access only. While CHP oversees the re-opening of lanes on I-15, there are procedural requirements for certain events that can dictate the pace of re-opening lanes.

Attachment: Attachment A - Cajon Pass Emergency Bypass Strategy - Executive Summary Revised (11742 : Update on Cajon Pass Emergency

ii. There is need to formalize agreements with mapping platforms such as Waze, Google, and Apple to flag closures in real-time so that system users can be directed to vetted detours.

iii. There is potential need to integrate the Emergency Bypass Strategy into the County of San Bernardino's Joint Information System (JIS) structure. The JIS includes the Telephone Emergency Notification System (TENS), the San Bernardino Ready App, and activation protocols for the Joint Information Center (JIC), which is coordinated by OES.

iv. More formalized alert and warning processes can enhance public communications during rapidly evolving emergencies.

2. Communications

a. CHP, Caltrans, County Fire, CAL FIRE, and other emergency service personnel know the area well and are typically able to rapidly establish lines of communication and collaborate on incident responses that both protect public safety and "minimize the pain" brought about by major incidents, to the extent possible. That said, there is no way to replace the traffic capacity of I-15 through the Cajon Pass, which carries approximately 200,000 cars and trucks each weekday. Major delays are inevitable.

b. The CHP has found that "X" (formerly "Twitter") is now one of the most efficient methods of getting information to the media about major incidents. Critical pieces of information include the route, direction, exact location, and potential duration and nature of the incident. From this, many drivers (especially the local ones) can make their own decisions about routing.

c. There may be an opportunity to more formally align the Emergency Bypass Strategy with the San Bernardino County Emergency Operations Plan Annexes. This could help ensure that OES has all the plans necessary for training purposes. Doing so will provide an opportunity to establish and align clear activation thresholds and protocols for OES engagement during a prolonged or multi-agency incident.

d. Establishing Points of Distribution for situations of mass care and standings would require coordination with other San Bernardino County agencies, such as Public Health, Behavioral Health, and Human Services. This cross-agency planning is typically led by OES and would promote greater effectiveness and equity in service delivery during major incidents.

3. Detours and Routing

a. The destinations of drivers approaching the Cajon Pass vary widely. The best alternate route for drivers from the City of Las Vegas to the City of Los Angeles will be very different than for drivers traveling from the City of Las Vegas to the City of Palm Springs, for example. Therefore, recommending specific alternate routes to the public may actually result in routes that are not optimal for significant portions of those unfortunate enough to be caught in a Cajon Pass backup. The best route depends on their destination.

b. Driver familiarity ranges from very familiar to unfamiliar. CHP noted that they, and likely other commuters, have used the mountain routes and are generally familiar/comfortable

Attachment: Attachment A - Cajon Pass Emergency Bypass Strategy - Executive Summary Revised (11742 : Update on Cajon Pass Emergency

with them but non-commuters may experience difficulties. Additionally, SR-18 is a common route for vehicles from I-15 to SR-247.

c. While Caltrans has previously developed a set of alternate route maps that could be used for diversion of traffic depending on location and direction of an incident, the maps generally presumed that the diversions would be more localized. Thus, they were not found to be as useful for major incidents in the Cajon Pass, where multiple alternate routes (both long and short) are needed to handle traffic. Displaying accurate information on changeable message signs and information through the media allow drivers to make the choices that are in their own best interest, recognizing that no alternate route will be as fast as an incident-free Cajon Pass.

d. Real-time route mapping apps are now relied upon heavily by the public. While not everyone will be able to safely access this information enroute to their destination, once they learn of a major incident in the Cajon Pass, typically enough of the cars or trucks will be able to plan an alternate route on their own to partially reduce the impact. This helps reduce the volume of traffic approaching the incident site and get stuck in local traffic.

Draft Cajon Pass Emergency Bypass Strategy

In light of this, a proposed traffic management strategy for major Cajon Pass incidents is as follows:

1. Build on all the elements and lessons learned highlighted above: (e.g. provide accurate and timely information on Cajon Pass incidents to the public and anticipate that many drivers will find an alternate route that is best for their own destination and individual conditions).
2. Meet the varying needs of all responding agencies:
    a. DPW: Mitigation of congestion on San Bernardino County roads.
    b. CHP: Public safety and accessibility to support response times.
    c. OES: Availability of emergency access/supply routes.
    d. Caltrans: Continuity of service on State roadways.
3. Establish a Food and Water Point of Distribution plan for incidents which leave motorists stranded for long periods of time.
    a. Identify equipment (gators, quads, etc.) in the Operational Area that can be utilized on shoulders to set out water and food for any stranded motorists.
    b. Coordinate with other San Bernardino County agencies, including Public Health, Behavioral Health, and Human Services.
4. Work with businesses along the transportation corridors such as gasoline stations, motels, towing companies and others that can provide resources to support incident management or recovery.
5. Reduce overall traffic demand during an incident by engaging with large trip generators/attractors (e.g., Las Vegas Convention and Visitors Authority, etc.). By engaging these organizations, the strategy aims to inform travelers early and direct them to alternate routes, reducing the volume of vehicles entering the Cajon Pass closure area.

Attachment: Attachment A - Cajon Pass Emergency Bypass Strategy - Executive Summary Revised (11742 : Update on Cajon Pass Emergency

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6. Improve capacity and traffic operations at key bottlenecks on the alternate routes most often used during major Cajon Pass incidents. Alternate routes can become overloaded very quickly, and individual intersections can become serious bottlenecks that constrain flow for the entire route. An initial analysis of prior major incidents has suggested a set of locations that should be further examined for capacity enhancement or operational improvement. Preliminary examples in the High Desert include: I-15 at SR-138; I-15 at SR-18 south; I-15 at SR-18 north; SR-62 at SR-247; SR-247 at SR-18; SR-18 at US 395; SR-138 at Phelan Road. Phase 2 of the Emergency Bypass Study will look at what can be done in the SR-247/62 corridor overall, to make the use of that alternate as safe and efficient as possible.
7. Address other operational and capacity constraints along alternate routes or at intersections. Examples include: widening shoulders, upgrading/modifying intersection control, signal optimization and coordination, adding/extending turn lanes, providing consistent lane configurations, and mitigating overlaps/convergence of traffic.
8. Explore use of Intelligent Transportation System infrastructure along State roadways including SR-247/62 in order to support traffic monitoring and management systems such as Closed Circuit Television, CMS, adaptive traffic control, and emergency vehicle preemption.
9. There is a tendency to think primarily of the southbound drivers from the High Desert when it comes to alternate routing, because of the sense of isolation from the Southern California region. But an equivalent amount of traffic goes northbound. For drivers in the Los Angeles (LA) Basin seeking to continue on I-15 north toward the Victor Valley and beyond, the mountain roads are not particularly good choices, but they may still be the best for certain destinations. Longer distance drivers that would have used Interstate 40 may instead divert to I-10 toward Phoenix. Unfortunately, alternate routes from the LA basin to the City of Las Vegas via I-15 are very limited, and mapping apps can be immensely helpful if information on Cajon Pass closures is available early enough before approaching the Pass.
10. Regarding mapping apps, agencies should develop relationships with real-time traffic mapping providers wherein for major incidents they can be notified by CHP or Caltrans to designate Cajon Pass closure locations in real time. This will increase the share of accurate re-routings provided to drivers that would have otherwise been using the Cajon Pass.
11. Support agency integration into the JIS structure. The JIS includes the TENS, the San Bernardino Ready App, and activation protocols for the JIC, which is coordinated by OES.
12. Given the success with sharing incident information with the media through "X," agencies may also want to consider establishing relationships with trucking companies for CHP to share incident information on "X." Other traditional methods such as radio and television will be important as well. A key focus will be supporting trucking companies in disseminating this information to their drivers in a timely way since some of the routes are not well-suited to large volumes of heavy-duty truck travel.
    a. Identify and socialize the AM radio stations that have information for any residents stranded on these roadways.
    b. Utilize the TENS by using a geo-fence to send Wireless Emergency Alerts to all affected cell phones.
13. For longer term incidents, deploy portable CMS at strategic locations in advance of key alternate route exit points to advise of incident locations.

14. For ultra-long closures of I-15 (such as might be caused by an earthquake on the San Andreas Fault, which bisects the Cajon Pass), coordinate information dissemination not only with adjacent regions but adjacent states. A key part of the strategy will be to support interagency coordination in the form of resource allocation, communications protocols, command structures, and traffic management.
15. For non-critical, localized events:
    a. Assess opportunities for vehicle turnarounds and parallel bypass routes that do not exist today. For example, reconnecting Cajon Boulevard between SR-138 and the ramps at Cajon Boulevard and I-15 to the south could play a critical future role to relieve congestion in the event of I-15 closures. While this would be a challenging project, the closure of this gap in Cajon Boulevard could greatly assist traffic management on major incidents south of SR-138.
    b. Assess the feasibility of implementing measures such as dynamic medians, dynamic shoulders, and contraflow lanes (i.e. safely allow flows of southbound traffic in the northbound lanes, and vice versa), in extreme, long-term cases. A dynamic median was activated several years ago with the loss of a bridge on I-10 east of the Coachella Valley.
16. Establish direct notification channels with major freight and logistics partners (dispatch centers, industry associations)
17. Identify and prioritize infrastructure reinforcements: shoulders, turn lanes, pullouts for enforcement or disabled vehicles.
18. Conduct tabletop exercises with Caltrans, County Fire, OES and DPW, and CHP focused on contraflow or one-way routing scenarios.

It should be noted that many of these strategies apply not only to the Cajon Pass but also to other major routes that can be impacted by major incidents. For any of these events, there can be a major economic impact: for commuters struggling to access their employment sites, for truckers delivering time-sensitive goods, and for carrying on commerce in general. Investing in the improvement of some strategic locations can help to lessen that impact. Furthermore, coordinating these improvements with ongoing or planned projects will be important. However, as noted previously, there is no set of alternate routes that can fully replace the Cajon Pass.

Next Steps

This summary is being disseminated to provide the highlights of what has been learned in the Emergency Bypass Study thus far. The bullets below indicate where the study stands and what can be expected as it moves forward. The project must be completed by June 2026.

- **Part 1 - Emergency Bypass Strategy**
  - Identify key routes for study (complete)
  - Assess/model traffic data (analysis of existing conditions complete; also modeling future conditions)
  - Evaluate operational impact, overall strategy, and potential solutions (in review)
  - Develop set of improvements and actions (in progress)
  - Draft/final report (in progress)
- **Part 2 - Feasibility Study**

Attachment: Attachment A - Cajon Pass Emergency Bypass Strategy - Executive Summary Revised (11742 : Update on Cajon Pass Emergency

- Develop concepts and planning-level cost estimates for improvements to selected bottlenecks and key alternate routes
- Assess feasibility of and bundle improvements
- Develop phasing and implementation plan
- (Optional) – Identify data gaps for emergency response services
- (Optional) – Determine appropriate opportunities to support data gathering efforts
- (Optional) – Facilitate meetings with emergency response services to improve off-system resiliency efforts to support evacuation, response and recovery efforts
- Draft/final study

Attachment: Attachment A - Cajon Pass Emergency Bypass Strategy - Executive Summary Revised (11742 : Update on Cajon Pass Emergency

Minute Action

AGENDA ITEM: 16

Date: July 2, 2025

Subject:
Mobile Source Air Pollution Reduction Review Committee Clean Transportation Funding – Fiscal Year 2024/2025 Project Nomination List Submittal

Recommendation:
That Board, acting as the San Bernardino County Transportation Authority (SBCTA):

Approve submittal of the following priority project nomination list for Fiscal Year 2024/2025 Mobile Source Air Pollution Reduction Review Committee Clean Transportation Funding:

1. $3,000,000 to the Highland/Redlands Regional Connector Project.
2. $1,000,000 to support free fare transit service for San Bernardino County operators during the 2028 Olympic and Paralympic Games.
3. **$725,000** ~~**$750,000**~~ to Regional Rideshare Integration and Enhancement Project

Background:
The Mobile Source Air Pollution Reduction Review Committee (MSRC) has issued its Fiscal Year 2024/2025 Clean Transportation Funding™ Invitation to Negotiate (ITN), requesting proposals from the San Bernardino County Transportation Authority (SBCTA) for eligible clean air projects. The ITN includes both a regional program opportunity, the Regional Rideshare Integration and Enhancement Project that will directly allocate $725,000 to SBCTA, and the Transportation Demand Management (TDM) County Transportation Commission (CTC) Partnership Program that directly allocates $4 million to each CTC in the South Coast Air Basin for innovative TDM and air pollution reduction projects.

SBCTA, in coordination with local agency staff, has developed a proposed project nomination list for submittal under the MSRC's TDM CTC Partnership Program FY 2024/2025 program. The list includes two projects:

- **$3,000,000 for the Highland/Redlands Regional Connector Project.**

  The SBCTA Planning Department is requesting $3,000,000 in MSRC funding to support the Highland/Redlands Regional Connector Project, an active transportation corridor that the Board of Directors (Board) has prioritized as part of the agency's Carbon Reduction Program (CRP) strategy. The project addresses a key infrastructure gap between the City of Highland and the City of Redlands, providing bicycle and pedestrian improvements along Orange Street and Boulder Avenue. These improvements will enhance access to schools, employment centers, parks, transit services, and the future Santa Ana River Trail. The project supports SBCTA's regional goals of improving safety, expanding multimodal transportation options, and enhancing community connectivity. It includes a combination of Class I, II, and IV bikeways, enhanced pedestrian crossings, and supporting infrastructure designed to increase active transportation usage and reduce reliance on single-occupant vehicles. The project is included in SBCTA's prioritized list of CRP-eligible projects and aligns with MSRC program objectives to reduce emissions through investments in non-motorized transportation infrastructure.

- **$1,000,000 to support free fare transit service for San Bernardino County operators during the 2028 Olympic and Paralympic Games (Games).**

  The TDM CTC Partnership Program emphasizes supporting upcoming mega-events, and SBCTA has had great success in increasing transit ridership through promotional, reduced, and free fare campaigns. The Transit & Rail Department is requesting $1,000,000 in funding to support free fares for San Bernardino County transit operators during the 2028 Games. This initiative will ensure that the County of San Bernardino residents and visitors have seamless access to public transportation and key destinations across the region during the Games. With the Games being promoted as car-free, the proposal aligns with broader regional messaging and presents an opportunity to encourage new riders to experience transit during the event. The initiative aims to reduce barriers to trying transit during the Games, encourage behavioral shifts, increase long-term transit ridership, and raise public awareness of public transit options in the County of San Bernardino. If funding is secured, SBCTA staff will coordinate with San Bernardino County transit operators, including Metrolink, Omnitrans, Victor Valley Transit Authority, Mountain Transit, Basin Transit, and Needles Area Transit, to implement the initiative during the designated period.

The Regional Rideshare Integration and Enhancement Project is for a defined Scope of Work provided by MSRC. The project will result in automated ride-matching and transit planning tools, streamline data and reporting, and integrate the San Diego Association of Governments into the database to increase rideshare adoption. The regional rideshare software and database currently includes the Los Angeles County Metropolitan Transportation Authority, Orange County Transportation Authority, Riverside County Transportation Commission, SBCTA, and Ventura County Transportation Commission.

These proposals are intended to align with the MSRC program's air quality and mobility goals and are consistent with previously approved Board priorities. Proposals are due no later than August 1, 2025, and will be evaluated by the MSRC Technical Advisory Committee through a public review and contract negotiation process.

On June 3, 2025, SBCTA received a letter from the Southern California Regional Rail Authority requesting that the four CTC's within the South Coast Air Quality Management District consider dedicating the TDM Program funding to enhanced Metrolink regional rail service during upcoming major sporting events. While staff acknowledges and appreciates Metrolink's efforts to expand regional rail service for these events, our approach reflects the understanding that multiple transit operators within our county will be impacted and should be considered in the funding strategy. Staff recommends that the remaining funds be used for SBCTA-led priorities that deliver long-term mobility improvements and air quality benefits beyond the scope of these temporary events.

No funds have been awarded at this time. Upon submittal, the projects will be considered for funding as part of the MSRC's FY 2024–2027 Work Program. If selected, SBCTA would return to the Board for approval to enter into any funding agreement required by the MSRC and initiate project implementation.

Financial Impact:
This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026.

Reviewed By:
This item was reviewed and unanimously recommended for approval by the General Policy Committee on June 11, 2025. **The amount in Recommendation 3 was corrected to be consistent with the item Background after approval by the General Policy Committee.**

Responsible Staff:
Dulce Spencer, Grants Analyst

Approved
Board of Directors
Date: July 2, 2025

Witnessed By:



Regional Rideshare Integration and Enhancement Project

Invitation to Negotiate Issued to the San Bernardino County Transportation Authority

April 4, 2025

Attachment: MSRC Invitation to Negotiate (ITN) -SBCTA 2025 (11738 : FY 24/25 MSRC Clean Transportation Funding – Project Nomination List)

Attachment: MSRC Invitation to Negotiate (ITN) -SBCTA 2025 (11738 : FY 24/25 MSRC Clean Transportation Funding – Project Nomination List)

I INTRODUCTION

This Invitation to Negotiate (ITN) is presented to the San Bernardino County Transportation Authority (SBCTA) and requests submission of a proposal to develop and implement a Regional Rideshare Integration and Enhancement Project. The purpose of the project is to incorporate San Diego commuters and their employers into the existing Regional Rideshare database.

It is expected that the Regional Rideshare Integration and Enhancement Project will result in an automated clustering and transit matching tools, employer engagement modules, and streamlined data tracking to enhance commuter support and increase rideshare adoption. This will be facilitated through a partnership between SBCTA, who is the existing regional rideshare platform/database provider on behalf of the on behalf of the CTC Transportation Demand Management Partnership, and the San Diego Association of Governments (SANDAG).

The Regional Rideshare Integration and Enhancement Project will establish a public-facing rideshare and vanpool website for commuters traveling to or from San Diego County, modeled after the existing CTC ride matching websites. Additionally, it will unify all systems under a centralized database, streamlining ride matching and ensuring seamless connections for commuters regardless of their origin or destination within a six-county region.

In addition to the integration of San Diego County commuters into the existing Regional Rideshare Database, enhancements will be implemented to enhance the regional rideshare platform's overall effectiveness. These enhancements may include, but are not limited to:

- Employer Car/vanpool Clustering Module – Enhance the rideshare system by introducing a clustering module that automates the grouping of potential rideshare arrangements within a worksite and adjacent sites, facilitating the formation and expansion of carpools and vanpools. Additionally, the module would identify routes where car/vanpools could benefit from carpool lanes or express lanes, particularly those offering free or reduced tolls for rideshare arrangements with three or more participants;
- Employer Transit Service/Potential Rider Module – Enhance the rideshare system with a new module that identifies and summarizes viable transit options for employer transportation coordinators and potential riders at worksites across the region. This module would match potential transit riders with suitable routes. Additionally, it would include a function that allows employer transportation coordinators or program administrators/consultant staff to efficiently engage groups of potential riders using customizable templated communications;
- Automated Post Survey Employer Support Module – Automate post-survey support for employer transportation coordinators through tools such as IE Commuter's Sustainable Transportation Action Report program. This includes generating potential car/vanpool

cluster maps, transit routes/rider maps, and corresponding lists. The module will also feature a function that enables employer transportation coordinators or program administrators to efficiently engage groups of potential car/vanpoolers or transit riders using customizable, templated communications;

- Enhanced Multimodal Trip Planning Module – Upgrades to the current platform and account registration process to support trip planning for a broader range of markets beyond traditional employers and commuters. The enhancement would aggregate options such as fixed-route transit, on-demand services, specialized transit, bike or car share, micromobility, park & ride facilities, and other transportation choices, providing users with seamless trip itineraries and comprehensive transportation options;
- Higher Education Campus Module – Enhance the regional rideshare system by adapting its functions and capabilities to meet the specific needs of higher education campuses and students. This module would offer tailored features such as student-specific trip planning, student-only ride matching, and rideshare incentives designed to encourage students to share rides to and from campus.

Partner funding and in-kind contributions, including SANDAG funding, CTC staff and consultant time, and resources for employer/commuter support, are expected to leverage MSRC funding. investments in addition to MSRC funding may provide subsidies for newly formed vanpools, incentives for new rideshare participants, and paid and earned media campaigns to promote the ride matching program.

Emission reductions attributable to increased ridesharing will be tracked through new rideshare match accounts and by measuring shifts from single-occupant vehicle trips to shared transportation modes including carpools, vanpools, and public transit. Documentation of these mode shifts will be included in reporting submitted to MSRC by SBCTA.

II GENERAL REQUIREMENTS & CONDITIONS

The following requirements and conditions apply to a proposal submitted by SBCTA in response to this ITN:

1. Funding Availability - The total amount of MSRC Clean Transportation Funding™ allocated for the SBCTA Regional Rideshare Integration and Enhancement Project is $725,000.

2. Project Completion Deadlines – The Regional Rideshare Integration and Enhancement Project must be implemented within 48 months of contract execution.

Attachment: MSRC Invitation to Negotiate (ITN) -SBCTA 2025 (11738 : FY 24/25 MSRC Clean Transportation Funding – Project Nomination List)

3. Reporting Requirements – Reporting requirements for the Regional Rideshare Integration and Enhancement Project will include quarterly progress reports and a Final Report.

4. Audit Requirements – In accordance with state law, all projects funded with MSRC Clean Transportation Funding™ are subject to audit. It is highly recommended that SBCTA employ standard government accounting practices when administering their MSRC co-funded project.

5. Additional Requirements & Conditions on MSRC Program Funding

   - Projects funded under this ITN are not eligible to receive additional MSRC funds under any other current Work Program category or any future MSRC Work Program;
   - MSRC funding over and above the original contract amount will not be available for any reason, including project cost overruns. SBCTA must use funding sources other than MSRC funds to cover foreseen or unforeseen project cost increases;
   - Project management costs necessary to implement demonstration projects are allowable; however, the MSRC reserves the right to reduce or delete project management costs that appear excessive;
   - MSRC funds will be distributed on a reimbursement basis upon completion of the approved project milestone and submittal of all required reports and invoices;
   - Certificate of Insurance or Letter of Self Insurance - SBCTA must provide a Certificate of Insurance or Letter of Self Insurance within 45 days of notification of a funding award.

II PROPOSAL CONTENT

The requested proposal format includes the following elements:

- Work Plan – It is requested that SBCTA provide a thorough, but concisely written, work plan for the Regional Rideshare Integration and Enhancement Project. The information provided will be the primary source material for the development of a sole-source contract Statement of Work. The Work Plan should, to the extent feasible, include specific information as it pertains to each element of the Regional Rideshare Integration and Enhancement Project.
- Schedule of Contract Deliverables – SBCTA is asked to specify the deliverables that will result from project implementation for each element of the Work Plan. This information will be used to develop a Schedule of Contract Deliverables that will be included in the Contract.
- Proposed Budget/Cost Breakdown – It is requested that SBCTA provide a Cost Breakdown as a function of Work Plan elements. To the extent know, co-funding commitments from

Attachment: MSRC Invitation to Negotiate (ITN) -SBCTA 2025 (11738 : FY 24/25 MSRC Clean Transportation Funding – Project Nomination List)

other Project partners, including but not limited to participating County Transportation Commissions, should be identified and included in the Cost Breakdown.

- Project Implementation Schedule – Include a project implementation schedule depicting key milestones, expected project completion dates, etc. It is anticipated the project will be completed within 48 months of contract execution; however, SBCTA may propose an alternative project implementation schedule.

III PROPOSAL SUBMITTAL

SBCTA should respond to this ITN by submitting a proposal in the requested format. It is requested that the proposal be submitted no later than August 1, 2025. Should SBCTA require additional time, the MSRC reserves the right to extend the proposal acceptance period at their discretion.

The proposal may be submitted via email and should be addressed to Cynthia Ravenstein, MSRC Program Administrator:

Cynthia Ravenstein
21865 Copley Drive
Diamond Bar, CA 91765
Cravenstein@AQMD.gov
(909) 396-3269

Submitted proposals shall be considered public information and may be made publicly available. The MSRC, MSRC Technical Advisory Committee (MSRC-TAC), and typically their subcommittees are required to discuss matters at public meetings and are subject to the Brown Act and the California Public Records Act.

IV PROPOSAL REVIEW

A Subcommittee of the MSRC Technical Advisory Committee (MSRC-TAC) will evaluate the proposal received from SBCTA for conformance to MSRC and South Coast AQMD requirements. The Subcommittee will make recommendations to the full MSRC-TAC, who will in turn advise the MSRC. Upon approval by the MSRC, a sole-source contract will be pursued between the South Coast AQMD, on behalf of the MSRC, and SBCTA.

Attachment: MSRC Invitation to Negotiate (ITN) -SBCTA 2025 (11738 : FY 24/25 MSRC Clean Transportation Funding – Project Nomination List)



Transportation Demand Management
CTC Partnership Program

A Funding Opportunity to Enhance Mobility
While Improving Air Quality in the
South Coast Air Quality Management District

Invitation to Negotiate

April 4, 2025

Attachment: ITN - CTC 2025 final (11738 : FY 24/25 MSRC Clean Transportation Funding – Project Nomination List)

I INTRODUCTION

The purpose of this Invitation to Negotiate is to partner with County Transportation Commissions (CTCs) that have historically taken the lead in implementing transportation demand management (TDM) strategies and provide a flexible funding opportunity to implement innovative projects that have high potential to reduce significant numbers of automobile trips and vehicle miles traveled. In addition, projects that stimulate the use of lower-emitting technologies, especially those coupled with traditional TDM strategies are sought; this could include, but is not limited to, the use of zero emission vehicles in shared ride projects, or the implementation of electric vehicle charging infrastructure at public transit facilities.

Thus, in offering funding to the CTCs, the MSRC's expectation is to stimulate the implementation of innovative TDM projects throughout the South Coast AQMD region. A primary goal of the MSRC is to provide funds that can be used to match other sources of funding; it is expected that the infusion of MSRC funds will allow TDM projects to be implemented both sooner and on a broader scale.

The MSRC views the CTCs as the appropriate partner for TDM projects, as the CTCs typically solicit and co-fund the majority of TDM projects within their respective jurisdictions. Thus, the CTCs have the best overall perspective regarding the need for TDM strategies within their respective regions as well as knowledge of where funding can most effectively be applied.

While each CTC has the opportunity to identify which priority programs are proposed for MSRC co-funding, CTCs are encouraged to assess and consider partnering with MSRC on projects that either prepare for, or directly implement, transportation demand management and air pollution reduction strategies supportive of upcoming major events, including but not limited to the 2026 FIFA World Cup, 2027 Super Bowl, and 2028 Los Angeles Olympics and Paralympic Games.

It is understood that each CTC has ambitious plans for TDM demonstration and expansion within their region. Undoubtedly, the funding needs for each CTC jurisdiction greatly exceed the funding available from all sources. Because each CTC could easily expend any level of funding offered by the MSRC, and given that MSRC funding is limited, the CTC Partnership Program will offer each Transportation Commission an equal share of the available $16M; thus, each CTC is eligible for $4.0M in MSRC Clean Transportation Funding™. As stated above, the MSRC anticipates that this amount will be significantly leveraged with other funding sources.

The MSRC also understands that the burden for wisely investing MSRC funds, including project identification and selection, oversight, and reporting, largely rests with the CTCs. In recognition

Attachment: ITN - CTC 2025 final (11738 : FY 24/25 MSRC Clean Transportation Funding – Project Nomination List)

of the CTCs accepting these responsibilities, the MSRC will reciprocate by offering the CTCs a high degree of flexibility in implementing air quality improvement-oriented TDM/TCM projects within their jurisdiction. This flexibility extends to project type and implementation schedule, as the MSRC is fully aware that each CTC has unique requirements from a timeline perspective.

The MSRC does require, however, that projects implemented with Clean Transportation Funding™ focus on air quality improvements. Examples of potentially eligible TDM project categories include the following; however, all proposed projects would be evaluated on their merits and potential for reducing criteria air pollutant motor vehicle emissions:

- TDM Strategies to Support Major International Events, including the 2026 FIFA World Cup, 2027 NFL Superbowl, and 2028 Olympics and Paralympics. This might include projects that focus on moving large numbers of event patrons between venues using zero-emission modes, as well as mitigating congestion impacts on day-to-day transportation operations. Examples include, but are not limited to:
  - Mobility Hub Development and Activation
  - On-Demand Shared Mobility
  - Event-Focused Ridesharing Programs
- Non-Event Car Sharing/Bike Sharing Projects
- Transit Efficiency Improvements
- Transit Information Technology
- Other Active Transportation projects
- "First mile, Last Mile" Strategies that are effective in eliminating trips and VMT
- Transit Trainer Programs Targeting Discretionary Single Occupant Motor Vehicle Trips
- Transit Pass Incentives Targeting Current Single Occupant Motorists

The MSRC recognizes that the expertise for designing TDM projects resides with the CTCs; thus, other project categories are potentially eligible if they offer meaningful criteria air pollutant emission reductions. Please note the determination of project eligibility will remain the sole authority of the MSRC.

Each of the four South Coast AQMD CTCs are encouraged to submit a Proposal for MSRC funding consideration in accordance with the guidelines outlined in the following Sections. An approximately three-month window has been established to accept proposals commencing on April 4, 2025 and ending August 1, 2025. Proposals may be submitted at any time during that period and will be considered for funding upon receipt. Additionally, a CTC may submit multiple

Attachment: ITN - CTC 2025 final (11738 : FY 24/25 MSRC Clean Transportation Funding – Project Nomination List)

proposals for MSRC funding consideration throughout the proposal acceptance period, up to the not to exceed amount of $4.0M.

II GENERAL REQUIREMENTS & CONDITIONS

The MSRC's Transportation Demand Management - CTC Partnership Program has been designed to offer maximum flexibility while ensuring conformance to all applicable South Coast AQMD procurement policies and procedures and MSRC administrative policies. Thus, the following requirements and conditions apply to each CTC:

1. Earliest Date for an MSRC Co-funded Project to Commence – The release date of this Invitation to Negotiate, April 4, 2025, will be the earliest date work on a project can commence and be potentially eligible for funding. The MSRC is not intending to modify and hereby reaffirms its previously adopted policy on scope changes and pre-contract costs that any expenditures made in anticipation of a contract and before the execution of a contract are solely at prospective contractor's risk. If no contract is executed MSRC/AQMD are not in any way liable for payment of any funds expended pre-contract. Reimbursement of said expenses are discretionary with the MSRC/AQMD.

2. Funding Availability - The total amount of MSRC Clean Transportation Funding™ allocated for the CTC Partnership Program is $16.0M. Each CTC within the South Coast AQMD is eligible to receive a maximum of $4.0M under the Partnership Program on a sole-source contract award basis.

3. Eligibility Requirements – Only County Transportation Commissions within the South Coast AQMD are eligible to submit a proposal under the Program. Other public and private entities, including but not limited to transit operators, local governments, public agencies, traffic engineering firms, urban planning firms, etc., are welcome to participate as a subcontractor to a County Transportation Commission.

4. Project Completion Deadlines – All projects should be designed such that they can be fully implemented within 60 months of contract execution.

5. Reporting Requirements – The reporting requirements established for the Program are intended to ensure adequate monitoring of the use of public funds, while avoiding the imposition of excessive reporting burdens on the funding recipients. Individual reporting requirements will be a function of the type of project proposed; however, reporting typically includes quarterly progress reports as well as a Final Report.

Attachment: ITN - CTC 2025 final (11738 : FY 24/25 MSRC Clean Transportation Funding – Project Nomination List)

6. Audit Requirements – In accordance with state law, all projects funded with MSRC Clean Transportation Funding™ are subject to audit. It is highly recommended that applicants employ standard government accounting practices when administering their MSRC co-funded project.

7. Additional Requirements & Conditions on MSRC Program Funding

   - Projects funded under the MSRC CTC Partnership Program are not eligible to receive additional MSRC funds under any other current or future MSRC Work Program;
   - Projects awarded MSRC funding under a previous Work Program are not eligible to receive additional MSRC funding under this Program;
   - MSRC funding over and above the original contract amount will not be available for any reason, including project cost overruns. CTCs must use funding sources other than MSRC funds to cover foreseen or unforeseen project cost increases;
   - Project management costs necessary to implement demonstration projects are allowable; however, the MSRC reserves the right to reduce or refuse to reimburse project management costs that appear excessive;
   - MSRC funds will be distributed on a reimbursement basis upon completion of the approved project milestone and submittal of all required reports and invoices;
   - Certificate of Insurance or Letter of Self Insurance - All CTCs that accept an MSRC funding award must provide a Certificate of Insurance or Letter of Self Insurance within 45 days of notification of a funding award.

III PROPOSAL CONTENT

In an effort to reduce the paperwork burden, a concise proposal format has been adopted for the Transportation Demand Management - CTC Partnership Program. There are three (3) primary parts to be completed, as follows:

- Work Plan – This proposal element outlines the various TDM projects or programs for which MSRC funding is sought. The information provided will be the primary source material for the development of a sole-source contract Statement of Work. The Work Plan should, to the extent feasible, include specific information as it pertains to each TDM project(s) selected for implementation.
- Proposed Budget – This proposal element delineates how the CTC proposes to invest their appropriation of MSRC Clean Transportation Funding™. As with the Work Plan, it is preferred that the CTC provide cost information at the "per project" level. However, under

Attachment: ITN - CTC 2025 final (11738 : FY 24/25 MSRC Clean Transportation Funding – Project Nomination List)

an anticipated Call for Projects scenario, definitized cost information may not be readily available. Thus, the CTC may provide a draft Budget, with the knowledge that additional specificity will be added through a subsequent submission. At a minimum, CTCs should specify what limit they would place on MSRC funding as a percentage of individual project costs. Please note that the goal of the MSRC is to significantly leverage Clean Transportation Funding™; thus, CTCs are encouraged to maximize the use of other funding sources and limit the use of MSRC funds to cases where the availability of MSRC funding is a deciding factor in a project's viability.

- Implementation Schedule – This final proposal element requests the submittal of a schedule depicting key milestones, anticipated project completion dates, etc. There is a high level of flexibility associated with the 60 months of contract execution.

III PROPOSAL SUBMITTAL

Proposals can be submitted by a CTC anytime between the dates of April 4, 2025 and August 1, 2025. As this is a sole source solicitation, the MSRC reserves the right to modify the proposal acceptance period at their discretion, including granting additional proposal preparation time without penalty.

Proposals may be submitted in any manner, including e-mail, and should be addressed to Cynthia Ravenstein, MSRC Program Administrator:

Cynthia Ravenstein
21865 Copley Drive
Diamond Bar, CA 91765
Cravenstein@AQMD.gov
(909) 396-3269

Submitted proposals shall be considered public information and may be made publicly available. The MSRC, MSRC Technical Advisory Committee (MSRC-TAC), and typically their subcommittees are required to discuss matters at public meetings and are subject to the Brown Act and the California Public Records Act.

IV PROPOSAL REVIEW

A Subcommittee of the MSRC-TAC will evaluate each proposal received for conformance to MSRC goals and Program requirements. The Subcommittee will make recommendations to the full MSRC-TAC, who will in turn advise the MSRC. Upon approval by the MSRC, a sole-source contract

Attachment: ITN - CTC 2025 final (11738 : FY 24/25 MSRC Clean Transportation Funding – Project Nomination List)

will be pursued between the South Coast AQMD, on behalf of the MSRC, and each CTC. Proposals will be evaluated as received.

Attachment: ITN - CTC 2025 final (11738 : FY 24/25 MSRC Clean Transportation Funding – Project Nomination List)

Minute Action

AGENDA ITEM: 17

Date: July 2, 2025

Subject:
Mountain/Desert Smart Corridors Update and Funding Allocation

Recommendation:
That the Board, acting as the San Bernardino County Transportation Authority:

A. Receive an update on Smart Corridor projects in the Mountain/Desert Subareas.

B. Allocate $499,600 in Measure I Victor Valley Subarea Project Development and Traffic Management Systems funds to conduct the planning and project development phase of the Bear Valley Road Smart Corridor.

Background:
The San Bernardino Council of Governments completed the Smart County Master Plan (SCMP) in December 2024, with input from a full range of stakeholders, including local jurisdictions. One of the early action items in the SCMP is to move forward with a set of "smart corridors" to focus on controller technology and communication upgrades to improve traffic flow, with the additional consideration of incorporating technology to reduce bus delays for the County's transit operators.

Smart corridors enable favorable traffic flow and safety by using real-time communications to connect intersections across a corridor. Typically, the through movement along a corridor is optimized but may vary throughout the day. Smart corridor functions link smart intersection devices by utilizing high-speed communications infrastructure. Examples of smart corridor infrastructure include dynamic signal control, traffic signal coordination, signal priority preemption, environmental monitoring, parking management, and closed-circuit television.

Both the SCMP and the SCMP Early Action Plan established a commitment to smart corridor investments throughout the County of San Bernardino. Within the San Bernardino Valley, staff initiated a competitive Request for Information to solicit interest in smart corridor investments. The awards for the recommended projects were approved by the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) on June 4, 2025.

Within the Victor Valley and the Morongo Basin, smart corridor candidates were also included in the SCMP. Within the Victor Valley, the priority smart corridor identified was Bear Valley Road, and in the Morongo Basin, the priority corridor identified was SR-62. Following approval of the SCMP, staff commenced smart corridor implementation for both facilities. This item provides a status update on these efforts.

SR-62 Smart Corridor
On December 4, 2024, the SBCTA Board approved Cooperative Agreement No. 25-1003191 with the Town of Yucca Valley for the development of a project in the Town of Yucca Valley on State Route (SR) 62 from Sage Avenue to Airway Avenue for both the Project Initiation Document (PID) and Project Approval and Environmental Document (PA/ED) phases (collectively referred to as Project). On May 7, 2025, the Board approved the release of a Request for Proposals (RFP) for professional services, and the proposals were due to SBCTA on June 5, 2025.

The PID phase will provide a greater definition of the Project. The PA/ED phase will engage in alternative analysis, concluding with preliminary engineering for the preferred alternative for the Project. The PID and PA/ED phases for the SR-62 Project anticipate both geometric improvements and the incorporation of smart corridor elements. The Project will address the traffic bottleneck along an approximate 3/4 mile segment of SR-62 along the Town of Yucca Valley's commercial segment. The Project will add an outside channelization lane along both directions and improve three existing intersections.

The original RFP for the Project included consideration of signal interconnects as part of the Scope of Work (SOW). However, during the proposal period, SBCTA issued an addendum for the PID and PA/ED to expand the smart corridor elements that would be anticipated as part of the Project. Smart Corridor elements are now directed to include, but are not limited to, Advanced Traffic Management Systems, Transit Integration, including Transit Signal Priority, Environmental Monitoring, and Safety Enhancements for pedestrians and non-motorized users. The addendum further directs that the consultant ensure that the Project builds off SBCTA's Smart County Master Plan smart corridor initiative.

Bear Valley Road Smart Corridor

On March 11, 2025, staff initiated the conversation with the Victor Valley jurisdictions to start the project development process for the Bear Valley Road Smart Corridor. The Town of Apple Valley, the City of Hesperia, and the City of Victorville met with SBCTA staff on March 17, 2025.

The tenor of the meeting was overwhelmingly positive. The Victor Valley jurisdictions collectively recognize Bear Valley Road as a primary point of regional mobility and congestion. Congestion on Bear Valley Road is often most intensely experienced by system users in the area of the Interstate 15 (I-15)/Bear Valley Road freeway interchange. The California Department of Transportation (Caltrans) controls the signal timing for the intersections with I-15 and the on/off-ramps. However, due to the proximity of the ramps to the freeway frontage roads of Amargosa Road and Mariposa Road, the importance of Caltrans' participation in the Project was expressed to be critical. A conversation with the District 8 Deputy Director for Operations on May 7, 2025, confirmed Caltrans' interest in participating with the cities and SBCTA on the Project.

During the initial meeting on the Bear Valley Road Smart Corridor, SBCTA communicated that the Measure I Victor Valley Subarea (VV) Project Development and Traffic Management Systems (PDTMS) fund could be a potential source of funding to support the preliminary planning and project development phase of the Project. SBCTA is also able to use consultant support from its On-Call Planning Bench to perform the work effort. Given the multijurisdictional nature of the Project, the Victor Valley jurisdictions appreciated the willingness of SBCTA staff to use the On-Call Planning Bench and supported SBCTA taking the lead on this Project for the initial phase. The Project lead for subsequent phases will continue to be revisited based on evolving needs and project complexity.

During SBCTA's RFP for 24-1003130 to solicit the On-Call Planning Bench of consultants, Fehr & Peers was the only consultant that both applied for and was determined to be qualified for Category 3 – Transportation Planning. On April 10, 2025, SBCTA staff sent a solicitation request to Fehr & Peers regarding a Contract Task Order (CTO) to determine interest, skill, and capacity to perform project development and preliminary engineering for the Bear Valley Road Smart Corridor. On May 2, 2025, Fehr & Peers provided a proposal for the Bear Valley Road Smart Corridor. The proposal was reviewed internally and determined to be responsive, and the SOW and price were both reasonable and sufficient.

As part of this item, staff has included a recommendation for an allocation of VV PDTMS funds in an amount not-to-exceed $499,600. Approval of the allocation is being requested pursuant to Measure I Strategic Plan Policy VV PDTMS-5. SBCTA staff has confirmed that the funds are available, and approval of the CTO will be through authority delegated to the Executive Director. Funding for future phases of this Project has not yet been identified. However, the planning and preliminary engineering effort will help define the Project and provide information that will be important for SBCTA to use in subsequent grant funding applications for the next phases.

The Smart Corridor projects identified above are in the beginning phases of project development and will require additional funding beyond what is currently available and anticipated to be used for support. As project development activities progress for both projects, SBCTA staff will use the information to seek grant funding opportunities to support future phases of project development and other smart corridor projects that are consistent with the SCMP.

Financial Impact:
This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026.

Reviewed By:
This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on June 20, 2025.

Responsible Staff:
Ryan Graham, Planning Manager

Minute Action

AGENDA ITEM: 18

Date: July 2, 2025

Subject:
Fiscal Year 2025/2026 Transit Operator Allocations

Recommendation:
That the Board, acting as the San Bernardino County Transportation Authority:

A. Approve the Fiscal Year 2025/2026 Transit Operator Funding Allocations to the City of Needles, Morongo Basin Transit Authority, Mountain Area Regional Transit Authority, Omnitrans, and Victor Valley Transit Authority.

B. Approve revisions to the transit agencies' Short Range Transit Plan revenue assumptions to reflect the final allocation amounts.

C. Approve the revised Congestion Mitigation and Air Quality Allocation Plan through Fiscal Year 2034/2035.

D. Authorize the Executive Director, or his designee, to release Local Transportation Fund reserves to transit operators immediately, if needed, to help with unforeseen cashflow issues resulting from delay by the Federal Transit Administration and the California Department of Transportation.

Background:
San Bernardino County Transportation Authority (SBCTA) staff has worked with each of the transit operators to determine their funding needs for Fiscal Year (FY) 2025/2026. Attachment 1 outlines the proposed FY 2025/2026 transit funding allocations for the individual transit operators. Attachment 2 contains the recommended revisions to the operator Short Range Transit Plan (SRTP) revenue assumptions to reflect consistency with the proposed FY 2025/2026 allocations. Attachment 3 is the proposed revised Congestion Mitigation and Air Quality Allocation Plan through FY 2034/2035 that has been developed in coordination with the transit operators. Allocations to SBCTA and Southern California Regional Rail Authority (SCRRA) are addressed in separate SBCTA Board of Directors (Board) actions.

Fund Source Detail
On an annual basis, SBCTA allocates a variety of funds to the transit operators in San Bernardino County. SBCTA's role in each of the fund sources varies, as well as the parameters by which the operators can use the funds. Below is a summary of each fund source and detailed information on how the allocation amount is determined, SBCTA's role, and how the funds can be used.

Local Transportation Fund (LTF) - LTF is derived from a quarter cent of the general sales tax collected statewide, enacted as part of the Transportation Development Act (TDA) of 1971. LTF is the most flexible funding source available for transit as it can be used for capital and operations with minimal restrictions and does not require matching funds. The main qualifying requirement is that an operator must maintain a minimum ratio of fare revenue to operating cost of at least 20 percent in urban areas and 10 percent in rural areas, unless an alternate ratio has been adopted.

The annual apportionment includes the estimated amount available, a 10 percent reserve per Board policy, and priority uses per the TDA. Set-asides for priority uses prior to apportioning based on population include: one percent for TDA administrative costs, three percent for SBCTA planning efforts, three-quarter percent for Southern California Association of Governments (SCAG) planning efforts, and two percent for pedestrian and bike facilities. In accordance with TDA, the remainder of LTF can be set aside for passenger rail service operations, capital improvements and community transit services, prior to area apportionment. However, SBCTA does not elect to use that set-aside and instead allocates to rail and community transit services after apportioning the remaining balance geographically based on population.

In the Valley Subarea, LTF is entirely used for transit purposes with the focus on maintaining a steady flow of operations funding available in the future. In the Mountain/Desert region, LTF is allocated to the individual transit operators based on population of their service areas.

State Transit Assistance (STA) – STA funding is derived from the statewide sales tax on diesel fuel, enacted as part of the TDA. Each January, the State Controller's Office (SCO) provides a STA revenue estimate for the following year. STA funds are allocated to SBCTA in accordance with California Public Utility Code (PUC) as follows: 1) 50 percent under PUC Section 99313, STA-Population Share, based on the ratio of the population of the area under its jurisdiction to the total population of the state; and 2) 50 percent under PUC Section 99314, STA-Operator Share, which is allocated to individual operators based on the ratio of the prior year transit operator passenger fare and local support revenues, including revenues from member agencies, to the total revenues of all operators in the state and member agencies. The amount of STA-Operator Share funds available to each transit operator on an annual basis is determined by the SCO, and SBCTA functions as a pass-through agency for this portion of STA for all operators except SCRRA. SCRRA is allocated STA-Operator Share funds as needed to meet their annual subsidy requirements, and if 100 percent of the funds are not needed in a given year, the funds are reserved solely for future use by SCRRA.

The STA-Population Share revenue is apportioned to the Valley and Mountain/Desert regions based on population. STA-Population Share is then allocated to the operators on an as-needed basis, as approved by the Board. The STA-Population Share has historically been limited to funding capital projects unless the operator can demonstrate compliance with a specific efficiency calculation. However, recent changes to California State law concerning the use of these funds for operations have provided additional flexibility to use STA for operations.

State of Good Repair (SGR) – The SGR Program is apportioned to SBCTA and the operators in the same manner as STA. SGR funds are derived from a portion of the Transportation Improvement Fee (TIF) on vehicle registrations. Since the amount is determined from the total collections, prior to allocations to other TIF-funded programs, SGR funding is anticipated to be less volatile to economic conditions. SGR provides funding to transit operators in California for eligible maintenance, rehabilitation, and capital projects with the specific goal of keeping transit systems in a state of good repair. SGR-Operator Share funds are apportioned and allocated in the same manner as STA-Operator Share funds. SGR-Population Share funds apportioned to the Valley are allocated on a case-by-case basis as approved by the Board, and in the Mountain/Desert, allocations to operators are made by population. SGR funds do not require

matching funds. These amounts are consistent with the SGR allocations in a concurrent item on this agenda.

Low Carbon Transit Operations Program (LCTOP) – LCTOP is a source of State funding and one of several programs that are part of the Transit, Affordable Housing, and Sustainable Communities Program established by California Legislature in 2014 by Senate Bill (SB) 862. The LCTOP was created to provide transit operating and capital assistance to eligible project sponsors in an effort to reduce greenhouse gas emissions and improve mobility, with priority on serving disadvantaged communities. This program is funded by auction proceeds from the California Air Resources Board (CARB) Cap-and-Trade Program, where proceeds are deposited into the Greenhouse Gas Reduction Fund (GGRF). Although five percent of future annual GGRF proceeds will continue to be appropriated to the LCTOP, staff is cautious about becoming reliant upon this funding source as the overall availability is market driven. LCTOP apportionments occur after the auctions are completed and the amounts are known; therefore, the amounts in Attachment 1 are based on auctions that have already occurred.

Eligible projects include new or expanded bus or rail service, expanded intermodal transit facilities, free or reduced-fare transit passes/vouchers, and may include equipment acquisition, fueling, maintenance and other costs to operate those services or facilities, with each project required to reduce greenhouse gas emissions. For agencies whose service area includes disadvantaged communities, at least 50 percent of the total monies received shall be expended on projects that will benefit disadvantaged communities.

As with STA and SGR funds, LCTOP funding is allocated pursuant to PUC Sections 99313 and 99314. SBCTA receives LCTOP funds by formula, based on the ratio of the population of the area under its jurisdiction, to the total population of the state. A transit operator that is eligible to receive STA funds per PUC Section 99314 is eligible to receive LCTOP funds by formula based on the ratio of the revenue of the transit operator's jurisdiction to the total revenue of all operators in the state. The transit operators receiving LCTOP funds per PUC Section 99314, work directly with the California Department of Transportation (Caltrans) to receive their LCTOP funds. In San Bernardino County, this includes the City of Needles, Morongo Basin Transit Authority (Basin Transit), Mountain Area Regional Transit Authority (Mountain Transit), Victor Valley Transit Authority (VVTA), Omnitrans, and SCRRA.

Annually, staff recommends that LCTOP funds received under the population formula be further apportioned to the Valley and Mountain/Desert based on population, the same as STA funds that SBCTA receives per PUC Section 99313. After apportionment, LCTOP funds apportioned to the Valley are allocated on a case-by-case basis, as approved by the Board, and in the Mountain/Desert, allocations are made by population. LCTOP funds do not require matching funds.

Annually, the City of Needles requests a swap of their LCTOP allocations for STA funds to reduce the administrative burden of the LCTOP funds. A swap of $13,359 was approved by the Board in April 2025.

Measure I (MSI) Senior and Disabled (S&D) Transit Program – In the Valley Subarea, eight percent of the total MSI collected is dedicated for MSI S&D, of which two percent is specifically

dedicated to Consolidated Transportation Services Agency (CTSA) operations. Initially, in the Victor Valley Subarea, five percent of the total MSI collected was dedicated to MSI S&D, with one-half percent increases every five years after the initial collection of MSI 2010-2040 revenues, to a maximum of seven and one-half percent. Currently, six percent of the Victor Valley Subarea MSI collected is allocated to VVTA to support S&D transit, with all increases above five percent coming from the MSI Local Streets Program. In the rural Mountain/Desert Subareas, five percent of the total MSI collected continues to be dedicated to MSI S&D based on Board approval in February 2019 as an increase was not required to address unmet transit needs of senior and disabled transit services.

All of the MSI S&D funds available are allocated to the transit operator serving the MSI Subarea. In the Valley Subarea, Omnitrans is the only operator eligible to use these funds. The MSI S&D funds are administered as a pass-through; therefore, the operators receive only the amounts actually received by SBCTA.

Federal Transit Administration (FTA) Section 5307 Urban Area Formula Funds - Section 5307 funds are Federal urban formula funds apportioned by SCAG to SBCTA for the Riverside/San Bernardino Urbanized Area (UZA) and the Los Angeles/Long Beach/Anaheim UZA. These Valley UZAs receive apportionments for Section 5307, per an apportionment formula codified in Title 49 of the United States Code, which includes a formulaic split for buses and fixed guideway. The Victorville/Hesperia UZA funds are apportioned directly to VVTA. VVTA is the only operator in an urbanized area in San Bernardino County outside the Valley area. Eligible activities include public transportation capital, planning, job access, and reverse commute projects, as well as operating expenses under certain circumstances that do not exist in the San Bernardino Valley. This program requires a 20 percent local match. SBCTA is responsible for allocating the funds available to the Riverside/San Bernardino UZA and Los Angeles/Long Beach/Anaheim UZA. SBCTA's vanpool program, SB Loop, has continued to generate funding in Section 5307 funding. The funding generated from vanpool will be able to cover the cost of the program.

FTA Section 5339 Urban Area Formula Funds for Bus and Bus Facilities – Section 5339 funds are Federal urban formula funds apportioned by SCAG to SBCTA for the Riverside/San Bernardino UZA and the Los Angeles/Long Beach/Anaheim UZA. The Victorville/Hesperia UZA funds are apportioned directly to VVTA. The formula is based on population, vehicle revenue miles, and passenger miles. This capital program provides funding to replace, rehabilitate, and purchase buses and related equipment and to construct bus-related facilities. This program requires a 20 percent local match. Additionally, SB Loop has generated funding in Section 5339 funding. The funding generated from vanpool will be able to cover the cost of other projects that fall under the Section 5339 umbrella.

FTA Section 5311 Rural Area Formula Funds (Regional Apportionment) – Section 5311 funds are rural formula funds apportioned by Caltrans to the San Bernardino County region based on population. Eligible activities include: public transportation planning, capital, operating, job access and reverse commute projects, and the acquisition of public transportation services. This program requires a 20 percent local match for capital projects and a 50 percent match for operating assistance. SBCTA is responsible for ensuring proposed projects are selected and eligible, and for preparation of the Program of Projects that is submitted to Caltrans.

FTA Section 5310 Enhanced Mobility of Seniors & Individuals with Disabilities Program - Section 5310 funds are Federal formula funds apportioned by SCAG to SBCTA for the Riverside/San Bernardino UZA, the Los Angeles/Long Beach/Anaheim UZA, and the Victorville/Hesperia UZA to support transportation services planned, designed, and carried out to meet the special transportation needs of seniors and individuals with disabilities in all areas. Eligible activities would improve mobility for seniors and individuals with disabilities by removing barriers to transportation services and expanding transportation mobility options, including both traditional capital investment and nontraditional investment beyond the Americans with Disabilities Act complementary paratransit services. Although SCAG apportions this funding to SBCTA, the Riverside/San Bernardino UZA is administered through Caltrans on SBCTA's behalf. The Los Angeles/Long Beach/Anaheim UZA funds are allocated by SBCTA to Omnitrans as part of the Annual Operators allocation. Omnitrans, in return, will add MSI CTSA funds to its MSI CTSA call-for-projects in an amount equivalent to the Section 5310 funding received. This action was done to help ease the burden of FTA oversight by Omnitrans, as non-profits had difficulty meeting some of the FTA requirements. This was approved by the Board in November 2020. The Victorville/Hesperia UZA will be administered by VVTA in conjunction with SBCTA. SBCTA will release the call for projects and award funding to the projects in this UZA. VVTA will monitor these projects since VVTA is a direct recipient of federal funding.

Congestion Mitigation and Air Quality (CMAQ) Funds – CMAQ funds are Federal formula funds apportioned by Caltrans based on population and emissions weight factors to specific air basins such as the South Coast Air Basin and Mojave Desert Air Basin. SBCTA receives annual apportionments of CMAQ funds and has historically been the agency responsible for recommending projects; however, after FY 2025/2026 SBCTA will be required to recommend projects to SCAG for final project selection. Activities typically eligible for CMAQ funding include: high occupancy vehicle and express lanes, transit improvements, travel demand management strategies, traffic flow improvements such as signal synchronization, and public fleet conversions to cleaner fuels. SBCTA is responsible for submitting a CMAQ annual report to the Federal Highway Administration and Caltrans. The annual report documents the results of emission reduction assessments for projects in San Bernardino County using CMAQ funding for each Federal FY. Each CMAQ project must be analyzed using calculation methodologies recommended and approved by Caltrans and the CARB and shown to provide emissions reductions.

The Board has identified funding gaps for transit as a high priority for allocation of CMAQ funds. Additionally, the Board approved Policy No. 40023 in February 2015 to ensure a proportional share of State and Federal funds are available for each Subarea in accordance with the MSI 2010-2040 Expenditure Plan. Typically, the Board adopts a 10-year allocation plan for CMAQ funds to transit operators with annual updates during this allocation process, and also makes updates to the allocation plan and includes the plan as part of the biennial update to the 10-Year Delivery Plan.

SB 125 – The Transit and Intercity Rail Capital Program (TIRCP) was created by SB 862 (Chapter 36, Statutes of 2014) and modified by SB 9 (Chapter 710, Statutes of 2015), to provide grants from the GGRF to fund transformative capital improvements that will modernize California's intercity commuter and urban rail systems, and bus and ferry transit systems to

significantly reduce emissions of greenhouse gases, vehicle miles traveled, and congestion. Assembly Bill (AB) 398 (Chapter 135, Statutes of 2017) extended the Cap-and-Trade Program that supports the TIRCP from 2020 through 2030. SB 1 (Chapter 5, Statutes of 2017) continues to provide a historic funding increase for transportation with funds directed to the TIRCP from the Public Transportation Account (PTA). AB 102 (Chapter 38, Statutes of 2023) and SB 125 (Chapter 54, Statutes of 2023) amended the Budget Act of 2023 to appropriate $4 billion from the General Fund to the TIRCP over the next two FYs as well as $910 million of GGRF funding and $190 million of PTA funding over the next four FYs to establish the Zero-Emission Transit Capital Program (ZETCP). Further, AB 173 (Chapter 53, Statutes of 2024), SB 108 (Chapter 35, Statutes of 2024), and SB 109 (Chapter 36, Statutes of 2024) amended the Budget Act of 2024 to make adjustments to the timing of the availability of funds for both the TIRCP and the ZETCP. These funds are formula funds that are to be administered by SBCTA. The TIRCP portion is distributed to SBCTA based on a population formula and the ZETCP is distributed to SBCTA based on the STA formula, which is 50 percent based on population and 50 percent based on transit operator revenues.

In March 2024, the SBCTA Board apportioned the FY 2023/2024 TIRCP and ZETCP and FY 2024/2025 ZETCP funds to the Valley Subarea and to the Mountain/Desert operators in the same manner as they are received by SBCTA. A concurrent agenda item recommends the apportionment of the FY 2024/2025 TIRCP funds to the Valley Subarea and to the Mountain/Desert operators in the same manner as they are received by SBCTA.

An additional fund source available to the transit operators, not included above or identified in Attachment 1, is LTF Article 3 funds. Article 3 funds are made available to transit operators for projects that improve access to transit stops for pedestrians and persons with disabilities and to eligible entities for bicycle and pedestrian facilities. These funds are allocated through a call-for-projects process under separate Board action.

LTF, STA, SGR, and MSI S&D funds available for allocation to the individual transit operators are included in the SBCTA FY 2025/2026 Budget.

Financial Impact:
This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026.

Reviewed By:
This item was reviewed and unanimously recommended for approval by the Transit Committee on June 12, 2025.

Responsible Staff:
Nancy Strickert, Transit Manager

Attachment 1

Fiscal Year 2025/2026 Operator Allocations

SBCTA Allocations	Basin Transit	Mountain Transit	Needles	Omnitrans	VVTA	Total
LTF	$ 4,908,431	$ 3,710,387	$ 327,847	$ 62,651,069	$ 32,891,922	$ 104,489,656
LTF Carryover	$ -	$ -	$ -	$ -	$ -	$ -
STA - Population	$ 202,597	$ 135,000	$ 150,441		$ 5,120,000	$ 5,608,038
Measure I - S&D	$ 136,700	$ 158,100	$ 18,900	$ 12,334,650	$ 1,591,400	$ 14,239,750
Measure I - CTSA	$ -	$ -	$ -	$ 4,111,550	$ -	$ 4,111,550
CMAQ	$ -	$ 102,736		$ 6,028,000	$ 4,400,000	$ 10,530,736
FTA 5307	$ -	$ -	$ -	$ 24,133,230	$ 11,970,182	$ 36,103,412
FTA 5339				$ 1,811,721	$ 1,109,167	$ 2,920,888
FTA 5311	$ 566,145	$ 393,851	$ 54,918		$ 1,005,977	$ 2,020,891
Allocations/Estimates from other SBCTA Board actions or by other entities						
STA - Operator	$ 71,759	$ 39,429	$ 4,063	$ 2,393,349	$ 316,295	$ 2,824,895
SGR - Population	$ 139,102	$ 96,769	$ 9,291	$ 3,072,580	$ 932,136	$ 4,249,878
SGR - Operator	$ 12,445	$ 6,838	$ 705	$ 415,076	$ 54,855	$ 489,919
LCTOP - Population	$ 184,549	$ 128,386	Swapped for STA-Pop	$ 2,040,000	$ 1,250,042	$ 3,602,977
LCTOP - Operator	$ 18,247	$ 10,026	Swapped for STA-Pop	$ 608,597	$ 80,430	$ 717,300
FTA 5310[1]	$ -	$ -	$ -	$ 425,000	$ -	$ 425,000
Grand Total	**$ 6,239,975**	**$ 4,781,522**	**$ 566,165**	**$ 120,024,822**	**$ 60,722,406**	**$ 192,334,890**

[1] Omnitrans FTA 5310 is only from Los Angeles/Long Beach Urbanized Area

Attachment: Attachment 1 Operator Allocation Table (11718 : Fiscal Year 2025/2026 Transit Operator

Attachment 2

Summary of Changes to SRTP Revenue Assumptions for FY 2025/2026[1]

Operator	FY 2025/2026 Total Revenues	LTF/ LTF Carryover	STA	SGR	LCTOP	Measure I	CMAQ	FTA Non-Stimulus (5307/5310/5311/ 5337/5339)
Basin Transit Plan[2]	$ 6,239,975	4,908,431	274,356	151,547	202,796	136,700	-	566,145
Amendment	**$ 6,239,975**	**4,908,431**	**274,356**	**151,547**	**202,796**	**136,700**	**-**	**566,145**
Difference	$ -	-	-	-	-	-	-	-
Mountain Transit Plan	$ 7,298,445	3,070,609	27,229	90,841	57,034	130,015	3,363,389	559,328
Amendment[3]	**$ 4,781,522**	**3,710,387**	**174,429**	**103,607**	**138,412**	**158,100**	**102,736**	**393,851**
Difference	$ (2,516,923)	639,778	147,200	12,766	81,378	28,085	(3,260,653)	(165,477)
Needles Plan[4]	$ 566,165	327,847	154,504	9,996	-	18,900	-	54,918
Amendment[5]	**$ 566,165**	**327,847**	**154,504**	**9,996**	**-**	**18,900**	**-**	**54,918**
Difference	$ -	-	-	-	-	-	-	-
Omnitrans Plan	$ 125,326,244	59,145,125	2,200,000	390,150	2,089,774	17,596,637	17,117,915	26,786,643
Amendment[6]	**$ 120,024,822**	**62,651,069**	**2,393,349**	**3,487,656**	**2,648,597**	**16,446,200**	**6,028,000**	**26,369,951**
Difference	$ (5,301,422)	3,505,944	193,349	3,097,506	558,823	(1,150,437)	(11,089,915)	(416,692)
VVTA Plan	$ 58,231,988	35,428,674	370,319	900,319	1,452,160	1,807,960	4,400,000	13,872,556
Amendment	**$ 60,722,406**	**32,891,922**	**5,436,295**	**986,991**	**1,330,472**	**1,591,400**	**4,400,000**	**14,085,326**
Difference	$ 2,490,418	(2,536,752)	5,065,976	86,672	(121,688)	(216,560)	-	212,770
Total Original Plan	$ 197,662,817	102,880,686	3,026,408	1,542,853	3,801,764	19,690,212	24,881,304	41,839,590
Total Amendment	**$ 192,334,890**	**104,489,656**	**8,432,933**	**4,739,797**	**4,320,277**	**18,351,300**	**10,530,736**	**41,470,191**
TOTAL INCREASE/(DECREASE)	**$ (5,327,927)**	**1,608,970**	**5,406,525**	**3,196,944**	**518,513**	**(1,338,912)**	**(14,350,568)**	**(369,399)**

[1] Does not include all SRTP revenues (i.e., passenger fares, advertising, directly received federal & other revenues).

[2] Basin Transit has tentatively completed new SRTP and numbers reflect current apportionment.

[3] Mountain Transit received CMAQ dollars in prior allocation and the revised number reflects current need.

[4] Needles swapped $13,359 of LCTOP for STA. An additional $141,145 is being allocated per their SRTP which outlines their funding needs for FY25/26.

[5] Needles has tentatively completed new SRTP and financial reflect current apportionment.

[6] Omnitrans received CMAQ dollars in prior allocation and the revised number reflects current need.

Attachment: Attachment 2 SRTP Table (11718 : Fiscal Year 2025/2026 Transit Operator Allocations)

Attachment 3

CMAQ Allocation Plan for Transit Operators[1]

	FY 2025/2026	FY 2026/2027	FY 2027/2028	FY 2028/2029	FY 2029/2030	FY 2030/2031	FY 2031/2032	FY 2032/2033	FY 2033/2034	FY 2034/2035	Total
MBTA	$0	$876,513	$595,579	$1,040,485	$3,053,006	$1,500,000	$1,079,971	$0	$775,000	$775,000	$9,695,554
OMNITRANS	$6,028,000	$26,369,560	$27,142,452	$28,672,131	$24,867,689	$42,072,196	$19,723,484	$19,723,484	$3,189,674	$3,285,365	$201,074,035
VVTA	$3,100,000	$2,500,000	$3,465,983	$6,311,981	$5,658,869	$6,696,381	$6,003,494	$6,003,494	$3,100,000	$3,100,000	$45,940,202
VVTA Barstow	$1,300,000	$0	$650,000	$0	$650,000	$0	$0	$0	$0	$0	$2,600,000
MARTA	$102,736	$2,750,322	$821,931	$0	$1,851,448	$2,289,384	$0	$0	$1,861,740	$130,143	$9,807,704
Total	$10,530,736	$32,496,395	$32,675,945	$36,024,597	$36,081,012	$52,557,961	$26,806,949	$25,726,978	$8,926,414	$7,290,508	$269,117,495

[1] Funding after FY2025/2026 will go through a competiive process and approved by SCAG

Attachment: Attachment 3 CMAQ table (11718 : Fiscal Year 2025/2026 Transit Operator Allocations)

Minute Action

AGENDA ITEM: 19

Date: July 2, 2025

Subject:
Fiscal Year 2025/2026 State of Good Repair Program Allocations

Recommendation:
That the Board, acting as the San Bernardino County Transportation Authority (SBCTA):

A. Allocate $5,064,183 of State of Good Repair Program – Population Share and Operator Share funding to the following projects:

i. Engine Overhauls – Morongo Basin Transit Authority - $50,000
ii. Shop Equipment – Morongo Basin Transit Authority - $20,000
iii. Service Vehicles – Morongo Basin Transit Authority - $81,547
iv. Maintenance Equipment and Major Vehicle Components – Mountain Area Regional Transit Authority - $103,607
v. Preventative Maintenance – City of Needles - $9,996
vi. Preventative Maintenance – Omnitrans - $415,076
vii. Enterprise Resource Planning Software – Omnitrans $3,072,580
viii. Service Vehicles – Victor Valley Transit Authority (VVTA) - $150,000
ix. Hesperia Transfer Hub – VVTA - $500,000
x. Regional Bus Replacements – VVTA – $336,991
xi. Metrolink Rehabilitation Program – Southern California Regional Rail Authority-$324,386

B. Adopt Resolution No. 25-075, authorizing the Executive Director, or their designee, to submit project nominations to the California Department of Transportation for Fiscal Year 2025/2026 State of Good Repair Program funds for the projects listed above.

Background:
Senate Bill (SB) 1, also known as the Road Repair and Accountability Act of 2017, was approved in April 2017 and will provide over $50 billion in new transportation funding over the next decade to improve transit service and repair highways, bridges, and local roads. The State of Good Repair (SGR) Program, derived from the approval of SB 1, is funded from a portion of a Transportation Improvement Fee on vehicle registrations and provides approximately $105 million annually to transit operators in California for eligible maintenance, rehabilitation, and capital projects. While SB 1 addresses a variety of transportation needs, the SGR Program has a specific goal of keeping transit systems in a state of good repair, including the maintenance and rehabilitation of transit facilities and vehicles and the purchase of new transit vehicles.

Administered by the California Department of Transportation (Caltrans), SGR Program funds are apportioned to eligible agencies using the State Transit Assistance Program formula. The formula apportions 50% of the available SGR funds by population and the remaining 50% by operator revenues from the prior Fiscal Year (FY), in accordance with Public Utilities Code (PUC) Section 99313 and PUC Section 99314, respectively. The State Controller's Office (SCO) is responsible for determining the estimated funding levels for PUC Section 99313 (Population Share) and PUC Section 99314 (Operator Share) funds. San Bernardino County Transportation Authority (SBCTA), as the regional transportation planning agency, will receive direct

allocations of SGR funds in accordance with PUC Section 99312.2(c) and is responsible for allocating SGR-Population Share funds to projects based on local need and sub-allocating SGR-Operator Share funds to the transit operators in the San Bernardino County region based on the amounts published by the SCO. SBCTA is further responsible for providing a list annually to Caltrans of all projects proposed to be funded with SGR funds made available to San Bernardino County. Agencies eligible to receive SGR funds include SBCTA, Omnitrans, Victor Valley Transit Authority (VVTA), Morongo Basin Transit Authority (Basin Transit), Mountain Area Regional Transit Authority (Mountain Transit), City of Needles, and Southern California Regional Rail Authority (SCRRA).

In March 2025, the SBCTA Board of Directors (Board) approved a total FY 2025/2026 SGR-Population Share apportionment of $4,249,878. This amount includes the SCO estimated apportionment of $3,845,507 for FY 2025/2026, an additional $131,263 from excess FY 2023/2024 Population Share revenue, and $273,108 of interest earned on existing SGR fund balance. The Board also approved apportioning the funds to the Valley and Mountain/Desert areas based on California Department of Finance Population Data and further apportioning the Mountain/Desert SGR-Population Share apportionment to the Mountain/Desert transit operators in accordance with the population of their respective service areas. The total amount of FY 2025/2026 SGR-Population Share funds available to the Valley and Mountain/Desert is $3,072,580 and $1,177,298, respectively. As required, SGR-Operator Share funds are allocated to the transit operators in the San Bernardino region based on the amounts determined by the SCO. Since SBCTA has no discretion in the apportionment of the SGR-Operator Share, and Caltrans does not require revised allocation documents, the Board authorized SBCTA staff to release SGR-Operator Share funds as they are received. The SBCTA Board-approved SGR-Population Share apportionments and the estimated SGR-Operator Share funds to be disbursed are included below in Table 1.

Table 1 – Fiscal Year 2025/2026 SGR-Population Share and Operator Share Apportionments

Agency	Population Share[1]	Operator Share	Total SGR Apportionment
Omnitrans	$3,072,580	$415,076	$3,487,656
SCRRA	-	$324,386	$324,386
Basin Transit	$139,102	$12,445	$151,547
Mountain Transit	$96,769	$6,838	$103,607
City of Needles	$9,291	$705	$9,996
VVTA	$932,136	$54,855	$986,991
Total	**$4,249,878**	**$814,305**	**$5,064,183**

[1] Apportionment includes revenue over the FY 2023/2024 estimate + interest.

SBCTA staff contacted all transit operators requesting the submission of a proposed list of projects to be funded with SGR funds. Based on project list submittals and discussions with the operators concerning the availability of funds, SBCTA staff is recommending the following projects for FY 2025/2026 SGR allocations:

Basin Transit Engine Overhauls - $50,000
Basin Transit will be using a portion of its SGR funding on engine overhauls. This will extend the useful life of their buses.

Basin Transit Shop Equipment - $20,000
Basin Transit will be using a portion of its SGR funding for shop equipment. They will purchase or replace aging shop equipment, such as mechanical lifts, as needed.

Basin Transit Service Vehicles - $81,547
Basin Transit will be replacing two non-revenue service vehicles. This will decrease downtime and increase reliability to ensure that the drivers have the support vehicles needed to provide service.

Mountain Transit Maintenance Equipment and Major Vehicle Components - $103,607
Mountain Transit will be using SGR funding to purchase normal replacement of aging maintenance shop equipment. Additionally, a portion of this funding will be used to purchase major vehicle components to help extend the life of Mountain Transit's service vehicles.

City of Needles Preventative Maintenance - $9,996
Pursuant to an agreement with the City of Needles, Transportation Concepts provides Needles Area Transit service and facilitates preventative maintenance on the vehicles used for service. The City of Needles will use SGR funds to partially fund the preventative maintenance portion of the Transportation Concepts contract.

Omnitrans Preventative Maintenance - $415,076
Omnitrans will use the SGR funding for preventative maintenance. Preventative maintenance will help prevent any future failures on their service vehicles.

Omnitrans Enterprise Resource Planning Software - $3,072,580
Omnitrans will utilize the SGR funding for improvements to the Enterprise Resource Planning (ERP) system in the areas of Finance, Human Resources, Procurement, Maintenance, and Payroll. The current system requires multiple platforms to perform the functions necessary for reporting and operations. Omnitrans will upgrade its system to a fully integrated, state-of-the-art ERP Software as a Service (SaaS) system with this funding. This is the first year of a three-year accrual.

VVTA Service Vehicles - $150,000
VVTA will add three service vehicles to their fleet. This will decrease downtime and increase reliability to ensure that the drivers have the support vehicles needed to make service.

VVTA Hesperia Transfer Hub - $500,000
This project will add additional funding to VVTA’s ongoing Hesperia Transfer Hub project to construct a bus transfer hub that will consist of a shelter for 12 bus bays, sidewalk installation, landscaping, and a 2,500 square-foot building that will house six restrooms and a security control room.

VVTA Regional Bus Replacement - $336,991
VVTA will use SGR funds to purchase four Class H Zero Emission Buses as replacement vehicles for their regional routes. This purchase is outlined in the Transit Asset Manager plan and will help meet the state-mandated requirement to have all vehicles zero-emission by 2040.

Metrolink Rehabilitation Program - $324,386
SCRRA will use SGR funds to rehabilitate and replace the critical priorities of aging track, railroad structures, vehicles, and facilities currently in use by Metrolink's daily commuter rail service within San Bernardino County.

Caltrans requires that SBCTA submit an authorizing resolution from its governing board that approves the submission of the Certifications and Assurances (included as Attachment 2), authorizes SBCTA to accept the SGR funds, and authorizes SBCTA's Executive Director, or their designee, to execute the Certifications and Assurances and other relevant documents necessary for funding and completing the SGR-funded projects.

Financial Impact:
This item has no financial impact on the adopted Budget for Fiscal 2025/2026.

Reviewed By:
This item was reviewed and unanimously recommended for approval by the Transit Committee on June 12, 2025.

Responsible Staff:
Nancy Strickert, Transit Manager

Attachment: RESOLUTION 25-075 SGR Funds FY2526 ProjectList (11717 : Fiscal Year 2025/2026 State of Good Repair Program Allocations)

RESOLUTION NO. 25-075

RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY AUTHORIZING THE PROJECTS FUNDED BY CALIFORNIA STATE OF GOOD REPAIR PROGRAM FUNDS

WHEREAS, the San Bernardino County Transportation Authority (SBCTA) is an eligible project sponsor and may receive State Transit Assistance funding from the State of Good Repair Account (SGR) now or sometime in the future for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 1 (2017) named the Department of Transportation (Department) as the administrative agency for the SGR; and

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing SGR funds to eligible project sponsors (local agencies); and

WHEREAS, the guidelines require local agencies to execute certifications and assurances, authorized agent forms and other documents in order to receive SGR funds; and

WHEREAS, SBCTA wishes to implement the SGR Projects listed below.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Bernardino County Transportation Authority, as follows:

Section 1. The fund recipient, SBCTA, agrees to comply with all conditions and requirements set forth in the Certification and Assurances document and the Authorized Agent documents and applicable statutes, regulations, and guidelines for all SGR funded transit projects.

Section 2. The SBCTA Executive Director, or his or her designee, is authorized to execute all required documents of the SGR program and any Amendments thereto with the Department.

Section 3. The submittal of the following project nominations to the Department for Fiscal Year 2025/2026 SGR funds is hereby authorized:

- Morongo Basin Transit Authority Engine Overhauls
- Morongo Basin Transit Authority Shop Equipment
- Morongo Basin Transit Authority Service Vehicles
- Mountain Area Regional Transit Authority Maintenance Equipment and Major Vehicle Components
- City of Needles Preventative Maintenance
- Omnitrans Preventative Maintenance
- Omnitrans Replacement of Enterprise Resource Planning Software (Accrual)
- Victor Valley Transit Authority Service Vehicles

- Victor Valley Transit Authority Hesperia Transfer Hub
- Victor Valley Transit Authority Regional Bus Replacements
- Southern California Regional Rail Authority Metrolink Rehabilitation Program

Section 4. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED at a meeting of the San Bernardino County Transportation Authority held on July 2, 2025.

By: _____
Rick Denison, Board President
San Bernardino County Transportation Authority

ATTEST:

By: _____
Marleana Roman, Clerk of the Board
San Bernardino County Transportation Authority

DRAFT

Attachment: RESOLUTION 25-075 SGR Funds FY2526 ProjectList (11717 : Fiscal Year 2025/2026 State of Good Repair Program Allocations)

State Transit Assistance State of Good Repair Program

Recipient Certifications and Assurances

Recipient: ***Name*** .

Effective Date: ***Date Month, 20xx*** .

In order to receive State of Good Repair Program (SGR) funds from the California Department of Transportation (Department), recipients must agree to following terms and conditions:

A. General

(1) The recipient agrees to abide by the State of Good Repair Guidelines as may be updated from time to time.

(2) The potential recipient must submit to the Department a State of Good Repair Program Project List annually, listing all projects proposed to be funded by the SGR program. The project list should include the estimated SGR share assigned to each project along with the total estimated cost of each project..

(3) The recipient must submit a signed Authorized Agent form designating the representative who can submit documents on behalf of the recipient and a copy of the board resolution authorizing the agent.

B. Project Administration

(1) The recipient certifies that required environmental documentation will be completed prior to expending SGR funds. The recipient assures that each project approved for SGR funding comply with Public Resources Code § 21100 and § 21150.

(2) The recipient certifies that SGR funds will be used for transit purposes and SGR funded projects will be completed and remain in operation for the estimated useful lives of the assets or improvements.

(3) The recipient certifies that it has the legal, financial, and technical capacity to deliver the projects, including the safety and security aspects of each project.

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Attachment: Attachment 2 SGR certs_assurances (11717 : Fiscal Year 2025/2026 State of Good Repair Program Allocations)

(4) The recipient certifies that there is no pending litigation, dispute, or negative audit findings related to any SGR project at the time an SGR project is submitted in the annual list.

(5) Recipient agrees to notify the Department immediately if litigation is filed or disputes arise after submission of the annual project list and to notify the Department of any negative audit findings related to any project using SGR funds.

(6) The recipient must maintain satisfactory continuing control over the use of project equipment and/or facilities and will adequately maintain project equipment and/or facilities for the estimated useful life of each project.

(7) Any and all interest the recipient earns on SGR funds must be reported to the Department and may only be used on approved SGR projects or returned to the Department.

(8) The recipient must notify the Department of any proposed changes to an approved project list by submitting an amended project list.

(9) Funds will be expended in a timely manner.

C. Reporting

(1) Per Public Utilities Code § 99312.1 (e) and (f), the recipient must submit the following SGR reports:

a. Annual Expenditure Reports within six months of the close of the fiscal year (by December 31st) of each year.

b. The annual audit required under the Transportation Development Act (TDA), to verify receipt and appropriate expenditure of SGR funds. A copy of the audit report must be submitted to the Department within six months of the close of each fiscal year in which SGR funds have been received or expended.

D. Cost Principles

(1) The recipient agrees to comply with Title 2 of the Code of Federal Regulations Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

(2) The recipient agrees, and will assure that its contractors and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual project cost items and (b) those parties shall

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Attachment: Attachment 2 SGR certs_assurances (11717 : Fiscal Year 2025/2026 State of Good Repair Program Allocations)

comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

(3) Any project cost for which the recipient has received payment that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, are subject to repayment by the recipient to the State of California (State). Should the recipient fail to reimburse moneys due to the State within thirty (30) days of demand, or within such other period as may be agreed in writing between the Parties hereto, the State is authorized to intercept and withhold future payments due the recipient from the State or any third-party source, including but not limited to, the State Treasurer and the State Controller.

E. Record Retention

(1) The recipient agrees, and will assure that its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred project costs and matching funds by line item for the project. The accounting system of the recipient, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of the recipient, its contractors and subcontractors connected with SGR funding shall be maintained for a minimum of three (3) years from the date of final payment and shall be held open to inspection, copying, and audit by representatives of the State and the California State Auditor. Copies thereof will be furnished by the recipient, its contractors, and subcontractors upon receipt of any request made by the State or its agents. In conducting an audit of the costs claimed, the State will rely to the maximum extent possible on any prior audit of the recipient pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by the recipient's external and internal auditors may be relied upon and used by the State when planning and conducting additional audits.

(2) For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of the recipient's contracts with third parties pursuant to Government Code § 8546.7, the recipient, its contractors and subcontractors and the Department shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire project period and for three (3) years from the date of final payment. The State, the California State Auditor, or any duly authorized representative of the State, shall each have access to any books, records, and documents that are pertinent to a

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Attachment: Attachment 2 SGR certs_assurances (11717 : Fiscal Year 2025/2026 State of Good Repair Program Allocations)

project for audits, examinations, excerpts, and transactions, and the recipient shall furnish copies thereof if requested.

(3) The recipient, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by the State, for the purpose of any investigation to ascertain compliance with this document.

F. Special Situations

(1) Recipient acknowledges that if a project list is not submitted timely, the recipient forfeits its apportionment for that fiscal year.

(2) Recipients with delinquent expenditure reports may risk future eligibility for future SGR funding.

(3) Recipient acknowledges that the Department shall have the right to perform an audit and/or request detailed project information of the recipient's SGR funded projects at the Department's discretion from SGR award through 3 years after the completion and final billing of any SGR funded project.. Recipient agrees to provide any requested project information.

I certify all of these conditions will be met.

AGENCY NAME

BY: _____

AUTHORIZING OFFICER, Title
Unit/Department

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Attachment: Attachment 2 SGR certs_assurances (11717 : Fiscal Year 2025/2026 State of Good Repair Program Allocations)

Minute Action

AGENDA ITEM: 20

Date: July 2, 2025

Subject:
Metrolink San Bernardino Line Frequency

Recommendation:
Receive an update on Metrolink frequency on the San Bernardino Line.

Background:
On January 27, 2025, the Southern California Regional Rail Authority (SCRRA) released a schedule change that added five roundtrip trains from the Montclair Station to Los Angeles (LA) Union Station. With this addition, there are 22 roundtrip trains providing service at Montclair; 16 of the trains service all stations on the San Bernardino Line between San Bernardino Downtown Station and LA Union Station, one train services all stations between Redlands Downtown Station and LA Union Station, and the remaining five service stations between Montclair Station and LA Union Station. The January schedule change was prompted by SCRRA's launch of an "optimized schedule" on October 21, 2024, often referred to as "Metrolink Reimagined", which was an ambitious goal that negatively impacted Metrolink's service and reliability for customers on the San Bernardino Line. However, since January, on-time performance and reliability have improved on the San Bernardino Line.

The goal of the optimized schedule was to provide more flexibility with the addition of mid-day trip options to reach non-traditional weekday commuters and to streamline connections and reduce dwell time for transfers at LA Union Station. On the San Bernardino Line, the optimized schedule originally added 10 roundtrip trains between Covina and LA Union Station and removed one roundtrip train from the San Bernardino Downtown Station. The schedule included 27 roundtrip trains on the San Bernardino Line, 17 of which served Montclair and included express service between Redlands Downtown and LA Union Stations. The remaining 10 roundtrip trains serviced Covina to LA Union Station. Before the optimized schedule, 18 trains serviced Montclair, which included one express train.

SCRRA has developed a Service Growth Development Plan (Plan) for future service transformation and growth system-wide. The first phase was Metrolink Reimagined launched this past October. The next phase is to expand weekend service in Fiscal Year 2026/2027 on the San Bernardino Line to bi-hourly. The third phase is expected to be active for the 2028 Olympics in Fiscal Year 2028/2029, increasing weekday service to half-hourly during the A.M. and P.M., and hourly on weekends between Rancho Cucamonga and LA Union Stations. The last phase would provide enhancements to service on the Antelope Valley Line only. The estimated operating support required for the system-wide expansion is nearly $80 million, broken down to $10 million for the Fiscal Year 2026/2027 weekend expansion and $70 million for the Fiscal Year 2028/2029 weekday and weekend expansion. These costs have not been split by member agency, nor have additional funding sources been identified. The SCRRA Board of Directors discussed dedicated funding sources at the March 28, 2025 Board Workshop, and SCRRA staff is shortlisting options for future discussion with the member agencies.

Following a request from the Transit Committee on April 10, 2025, staff is providing this update on Metrolink trains servicing the Montclair Station on the San Bernardino Line.

Financial Impact:
This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026.

Reviewed By:
This item was received by the Transit Committee on June 12, 2025.

Responsible Staff:
Nicole Soto, Multimodal Mobility Programs Administrator

Minute Action

AGENDA ITEM: 21

Date: July 2, 2025

Subject:
Amendment No. 1 to Contract No. 23-1002920 for On-Call Railroad Maintenance of Way Services

Recommendation:
That the Board, acting as the San Bernardino County Transportation Authority (SBCTA):

A. Approve Amendment No. 1 to Contract No. 23-1002920 with Joshua Grading & Excavating, Inc., for On-Call Railroad Maintenance of Way Services, to allow reimbursement of equipment rental rates above the published California Department of Transportation Labor Surcharge and Equipment Rental Rate and equipment transportation costs incurred on behalf of SBCTA in the course of performing emergency work, and to increase the contract by $215,000, from $5,500,000 to a new not-to-exceed amount of $5,715,000, to be funded with Local Transportation Funds - Rail for cost incurred performing emergency work and statutory compliance.

B. Authorize the reimbursement of emergency costs incurred on February 14-15, 2025, under Amendment No. 1 of Contract No. 23-1002920, upon approval and execution of the amendment.

Background:
During and in advance of rain events, the San Bernardino County Transportation Authority's (SBCTA) on-call maintenance of way contractor, Joshua Grading & Excavating, Inc. (JGE), inspects drainage facilities on the SBCTA property to verify the facility is clear of debris. On February 14, 2025, JGE identified and notified SBCTA and the Southern California Regional Rail Authority (SCRRA) of significant erosion on the San Gabriel Subdivision right-of-way and requested permission to import backfill and rip rap to repair the damage and reduce incidences of future damage. The emergency restoration of the right-of-way was coordinated with SCRRA and completed by the following morning.

JGE submitted a request for full reimbursement to SBCTA for this emergency work, which included receipt costs for the restoration work, including the rental and delivery of heavy earth-moving equipment; however, SBCTA's maintenance of way contract with JGE explicitly caps equipment rental costs to the published California Department of Transportation (Caltrans) Labor Surcharge and Equipment Rental rates and does not allow for the reimbursement of equipment transport costs regardless of whether or not the costs are incurred in the course of emergency work. The contract requires that JGE maintain a 24-hour readiness for emergency "on-call" communication with SBCTA and a response time of four hours in cases of emergencies or a one-hour response time where train operations are halted, which does not permit JGE reasonable time to shop around for rental equipment that will charge less than or equal to the published Caltrans rates. The proposed amendment removes the cap on rental costs otherwise used for general maintenance and permits the actual reasonable cost to rent the equipment, inclusive of transportation costs, for emergency work to be performed on less than 24 hours' notice. It is important to recognize that emergency work is often performed on short notice and that SBCTA's contractor is assured it will be reimbursed the full cost to get the necessary equipment and materials onsite.

The amendment also increases the contract not-to-exceed amount by $215,000 to cover the costs of special work performed above and beyond general maintenance. The department has sufficient budget to cover the cost of the special work and general maintenance; the increase to the contract authority is to ensure that the incurred cost of special work does not impact the contract capacity to fulfil the general maintenance work through the initial term of the contract.

Additionally, the amendment adds clarifying language that the station grounds within San Bernardino County are within the scope of work for the agreement with respect to special work, to ensure that SBCTA can swiftly resolve statutory or regulatory deficiencies impacting non-operating facilities at the Metrolink stations located within the County.

The change in the ninth paragraph of the scope of work is a minor one, correcting a typo in the listing of entities that can impose requirements on the maintenance of the appearance of the property, facilities, and structures located on SBCTA property.

Finally, Recommendation B requests approval to apply the revised emergency work compensation criteria to the emergency work performed from February 14, 2025, through the morning of February 15, 2025.

Financial Impact:
The contract is included in the adopted Budget for Fiscal Year 2025/2026 and funded with Local Transportation Funds - Rail (1040) in Program 30, Transit.

Reviewed By:
This item was reviewed and unanimously recommended for approval by the Transit Committee on June 12, 2025. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft amendment.

Responsible Staff:
Ryan Aschenbrenner, Right of Way Manager

Approved
Board of Directors
Date: July 2, 2025

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 23-1002920 Amendment No.: 1

Contract Class: Payable Department: Transit

Vendor No.: 01121 Vendor Name: JOSHUA GRADING & EXCAVATING, INC.

Description: ON-CALL RAILROAD MAINTENANCE OF WAY SERVICES

Dollar Amount					
Original Contract	$	5,500,000.00	Original Contingency	$	-
Prior Amendments	$	-	Prior Amendments	$	-
Prior Contingency Released	$	-	Prior Contingency Released (-)	$	-
Current Amendment	$	215,000.00	Current Amendment	$	-
Total/Revised Contract Value	**$**	**5,715,000.00**	**Total Contingency Value**	**$**	**-**
			Total Dollar Authority (Contract Value and Contingency)	**$**	**5,715,000.00**

Contract Authorization

Board of Directors Date: 07/02/2025 Board Item # 11715

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? No No Budget Adjustment

Local Professional Services (Non-A&E) N/A

Accounts Payable

Estimated Start Date: 07/05/2023 Expiration Date: 06/30/2028 Revised Expiration Date:

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

	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding:	Total Contingency:
									$ 5,715,000.00	$ -
GL:	1040	30	0313	0361	53470	43022000		Sales Tax - LTF	5,715,000.00	-
GL:									-	-
GL:									-	-

Ryan Aschenbrenner
Project Manager (Print Name)

Victor Lopez
Task Manager (Print Name)

Additional Notes: Five-year initial term ends June 30, 2028. The initial $5.5M contract authority is projected to only be sufficent for the initial five-year term. Contract has two (1) year options.

Attachment: CSS - 23-1002920_01 (11715 : Amendment No. 1 to Contract No. 23-1002920 for Railroad Maintenance of Way Services)

AMENDMENT NO. 1 TO CONTRACT NO. 23-1002920

FOR

ON-CALL RAILROAD PROPERTY MAINTENANCE OF WAY SERVICES

(JOSHUA GRADING & EXCAVATING, INC.)

This Amendment No. 1 to Contract No. 23-1002920 (this "Amendment") is made by and between the San Bernardino County Transportation Authority ("SBCTA") and Joshua Grading & Excavating, Inc. ("CONSULTANT"). SBCTA and CONSULTANT are each a "Party" and collectively "Parties" herein.

RECITALS:

A. SBCTA, under Contract No. 23-1002920, engaged CONSULTANT to provide on-call railroad property maintenance of way services for SBCTA-owned railroad property ("Contract"); and

B. SBCTA and CONSULTANT desire to amend the Contract to add $215,000 of contract authority to the existing $5,500,000 of contract authority, clarify that Metrolink station grounds are within the scope of work for the purposes of specific work projects, and to allow for the reimbursement of certain costs incurred in the performance of emergency work.

NOW THEREFORE, the Parties mutually agree to amend the Contract as follows:

1. DELETE Section 3.2 and REPLACE it as follows:

   "The total Contract Not-To-Exceed Amount is Five Million Seven Hundred Fifteen Thousand Dollars ($5,715,000.00). All Work provided under this Contract is to be performed as set forth in Exhibit A "Scope of Work," and shall be reimbursed pursuant to Exhibit B "Price Proposal for Time and Materials." The hourly labor rates identified in Exhibit B shall remain fixed for the term of this Contract, except as to when prevailing wage must be paid, in which case the current applicable prevailing wage shall be paid, and include CONSULTANT's direct labor costs, indirect costs, and profit. All expenses shall be reimbursed for the amounts identified in Exhibit B. SBCTA will not reimburse CONSULTANT for any expenses not shown in Exhibit B or agreed to and approved by SBCTA as required under this Contract."

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Attachment: 23-1002920_01 (11715 : Amendment No. 1 to Contract No. 23-1002920 for Railroad Maintenance of Way Services)

2. DELETE the eighth paragraph of Exhibit A, SCOPE OF WORK, and REPLACE it as follows:

   "Specific work projects may be authorized by the SBCTA Project Manager, who shall have the discretion to determine which projects will require a written Contract Task Order and which may be authorized in the normal course of business by verbal or telephonic approval, email, or other means of communication. The Metrolink Station grounds located within San Bernardino County are not a part of the scope of regular day to day work; however, they shall be considered to be railroad right-of-way owned by SBCTA and within this scope of work, as determined by the SBCTA Project Manager on a case by case basis where specific work projects are concerned."

3. DELETE the ninth paragraph of Exhibit A, SCOPE OF WORK, and REPLACE it as follows:

   "The CONSULTANT shall maintain the appearance of the property, facilities and structures (bridges, retaining walls and signs) in compliance with Federal Railroad Administration regulations, California Public Utilities Code, and the various municipal code requirements of the local agencies within San Bernardino County."

4. DELETE the tenth paragraph of Exhibit A, SCOPE OF WORK, and REPLACE it as follows:

   "Services shall consist of weed abatement & vegetation control (fire hazard prevention); herbicide & pesticide applications; removal of debris & trash; abatement of encampments, illegal structures and shelters, belongings and related items, materials and substances associated with transient or homeless persons trespassing upon the ROW; fencing and barricade installation and/or repairs; drainage repairs; graffiti abatement & control; tree trimming & removals; and installation/maintenance/repair of railroad signage. Services may also include, but is not limited to, work necessary or convenient to ensure the railroad right-of-way owned by SBCTA complies with statutory and regulatory requirements. The removal of hazardous materials shall be coordinated with a licensed hazardous materials contractor."

5. DELETE **IMPORTANT NOTICE** in Exhibit A, SCOPE OF WORK, and REPLACE it as follows:

   "**IMPORTANT NOTICE:** Unless equipment rates are specifically identified in the Agreement, reimbursement for equipment rental will be either at the CALTRANS published rates within "Labor Surcharge and Equipment Rental Rates" or the actual rental rate, whichever is less. Equipment rental payment is full compensation for rental equipment costs, including covering rental equipment to and from the site using its own power. For rental equipment that cannot be transported economically using its own power, no transport cost will be paid. Notwithstanding the foregoing, in the case of emergency work requested

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Attachment: 23-1002920_01 (11715 : Amendment No. 1 to Contract No. 23-1002920 for Railroad Maintenance of Way Services)

by SBCTA to be performed on less than 24 hours' notice, reimbursement for equipment rental will be the actual rental rate, subject to the reasonableness thereof, and may include reasonable transportation costs."

6. Except as amended by this Amendment No. 1, all other provisions of Contract No. 23-1002920 shall remain in full force and effect and are incorporated herein by this reference.

7. The Recitals set forth above are incorporated herein by this reference.

8. This Amendment No. 1 shall be effective upon execution by SBCTA.

IN WITNESS WHEREOF, the Parties have duly executed this Amendment No. 1 below.

JOSHUA GRADING & EXCAVATING, INC.

By: _____
Muriel J. Craft
CEO/President

Date: _____

By: _____
Matthew T. Craft
Secretary

Date: _____

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
Rick Denison
Board President

Date: _____

APPROVED AS TO FORM:

By: _____
Julianna K. Tillquist
General Counsel

Date: _____

CONCURRENCE:

By: _____
Alicia J. Bullock
Procurement Manager

Date: _____

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Attachment: 23-1002920_01 (11715 : Amendment No. 1 to Contract No. 23-1002920 for Railroad Maintenance of Way Services)

Minute Action

AGENDA ITEM: 22

Date: July 2, 2025

Subject:
Surplus and Sale of a Portion of Fontana Station to the City of Fontana

Recommendation:
That the Board, acting as the San Bernardino County Transportation Authority:

A. Adopt Resolution No. 25-063, finding and declaring property described in Exhibit A of said resolution to be exempt surplus property.

B. Delegate authority to the Executive Director, or their designee, to approve and execute a Purchase and Sale Agreement with the City of Fontana, upon approval as to form by SBCTA General Counsel, or her designee, for the purchase of the exempt surplus property at fair market value as determined by an appraisal.

Background:
In December of 2024, the City of Fontana (City) informed the San Bernardino County Transportation Authority (SBCTA) of its desire to locate a police substation at the Fontana Transit Center (Transit Center) located at 16777 Orange Way in the City of Fontana. Adjacent to the Fontana Metrolink Station are bus stop facilities where 10 Omnitrans bus lines and the Victor Valley Transit Authority's Barstow–Victorville–San Bernardino link stops. The proposed police substation will be located immediately east of the existing bus loop and Orange Way.

In February of 2025, City staff expressed their preference to purchase the property from SBCTA rather than securing a license or lease agreement. Consequently, SBCTA submitted a draft of Resolution No. 25-063 to the California Department of Housing and Community Development (HCD) on March 6, 2025, and HCD provided technical advice that concurs with the surplus land exemption determination in advance of adoption. HCD will provide a formal letter of concurrence once the SBCTA Board of Directors formally adopts Resolution No. 25-063.

Resolution No. 25-063 declares the subject property to be exempt surplus property conveyed to another agency for that agency's use, in this case, for a police substation located at the Transit Center. Furthermore, the resolution finds that the property is not located within a coastal zone, located adjacent to a historical unit of the State Parks System, listed on or determined by the State Office of Historic Preservation to be eligible for the National Register of Historic Places, nor located within the Lake Tahoe region, because if any of the preceding criteria were true, then a notice of availability for open space purposes would still be required notwithstanding the disposal to another agency for that agency's use exemption.

The City also met with Omnitrans staff regarding the plan to construct a police substation at the Transit Center and Omnitrans is fully supportive of the City's plan at the Fontana Transit Center. While there may be some short-term disruption while the existing coach operator restrooms are demolished, the long-term benefit of a police substation and new restrooms for both coach operators and customers will be a significant improvement to the facility. Omnitrans staff has expressed appreciation for the City's proactive response to improve security and amenities at the Transit Center to advance its long-term downtown plans.

Approval of Recommendation B will authorize the Executive Director to finalize the sale details with the City and execute a Purchase and Sale Agreement, upon approval as to form by SBCTA General Counsel, or her designee. On May 15, 2025, the City of Fontana provided SBCTA staff with an appraisal with a date of valuation of April 30, 2025, that values the subject property at $111,000, or $18 per square foot. SBCTA staff is reviewing the appraisal and will conduct its due diligence and independent assessment.

Sale proceeds of the property will be returned to the Rail Assets Fund, Fund 1080, per SBCTA Policy No. 10400, Surplus Real Property. There is no broker, and therefore no broker fees associated with this sale, so there is sufficient budget under Fund 1080 in Program 30, Transit, in the adopted Fiscal Year 2025/2026 Budget to cover typical escrow costs associated with the sale of the property.

Financial Impact:
The escrow costs associated with the sale of property is included in the adopted Budget for Fiscal Year 2025/2026 and funded with Rail Asset Funds in Program 30, Transit.

Reviewed By:
This item was reviewed and unanimously recommended for approval by the Transit Committee on June 12, 2025. SBCTA General Counsel has reviewed this item and the draft resolution.

Responsible Staff:
Ryan Aschenbrenner, Right of Way Manager

RESOLUTION NO. 25-063

RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY DECLARING PROPERTY SURPLUS, AUTHORIZING ITS SALE AND FINDING SUCH SALE TO BE EXEMPT FROM THE SURPLUS LAND ACT

WHEREAS, the San Bernardino County Transportation Authority (SBCTA) acquired the Fontana Station Grounds from the Atchison Topeka & Santa Fe Railway Company as described in Instrument 1992-0514405, recorded December 15, 1992, in the Official Records of San Bernardino County, State of California; and

WHEREAS, the SBCTA and the City of Fontana (CITY) are parties to Station Cooperative Agreement No. 93-078, dated June 1, 1993, and amended June 1, 2022; and

WHEREAS, the CITY has prepared a legal description and plat, attached to this resolution as Exhibit A and Exhibit B, respectively, describing a portion of SBCTA-owned property immediately East of and adjacent to the Station Cooperative Agreement premises (the "Property"); and

WHEREAS, the CITY has informed SBCTA that the CITY wishes to purchase the Property for use primarily as a police substation; and

WHEREAS, SBCTA wishes to sell the Property to the CITY for primary use as a police substation, which will benefit the public transportation options located on the Station Cooperative Agreement premises; and

WHEREAS, California Government Code Section (GC) 54221(f)(1)(D) defines surplus land which is transferred to another local, state, or federal agency for the transferee agency's use as exempt surplus land.

NOW, THEREFORE BE IT RESOLVED by the San Bernardino County Transportation Authority:

1. The Board finds the Property described in Exhibit A and depicted in Exhibit B to be surplus to SBCTA's needs.

2. The Board finds that the Property, being 6,194 square feet in area, more or less, is less than 10 acres and is neither (i) located within a coastal zone, (ii) located adjacent to a historical unit of the State Parks System, (iii) listed on, or determined by the State Office of Historic Preservation to be eligible for, the National Register of Historic Places, nor (iv) within the Lake Tahoe region as defined in Government Code Section 66905.5, and therefore no notice of availability of the Property for open space purposes is required pursuant to Government Code Section 54221(f)(2).

3. The Board further finds that disposal of the Property to the CITY for a police substation is exempt from the Surplus Land Act, pursuant to Government Code Section 54222.3,

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Attachment: Resolution No. 25-063 (PRINT) (11722 : Surplus and Sale of a Portion of Fontana Station to the City of Fontana)

fitting the description of exempt surplus land set forth in Government Code Section 54221(f)(1)(D) ("Exempt Surplus Land").

4. The Board declares the Property to be Exempt Surplus Land and authorizes the Executive Director to negotiate and execute any and all necessary documents, including but not limited to, a Purchase and Sale Agreement with the City of Fontana to effectuate the disposition of the Property, at Fair Market Value, to the City of Fontana.

Adopted by the San Bernardino County Transportation Authority on July 2, 2025, by the following vote:

AYES: XX

NOES: XX

ABSTAINED: XX

ABSENT: XX

_____

Rick Denison, Board President
San Bernardino County Transportation Authority

ATTEST:

_____

Marleana Roman, Clerk of the Board
San Bernardino County Transportation Authority

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Attachment: Resolution No. 25-063 (PRINT) (11722 : Surplus and Sale of a Portion of Fontana Station to the City of Fontana)

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel A:

That portion of land lying in Block Forty-Nine (49) of Fontana Townsite, per map recorded in Book 19 of Maps, Page 53, records of San Bernardino County, California, described as follows:

Commencing at the northeast corner of said Block 49, said line also being the southerly Right-of-Way line of Orange Way (40-foot half-width); thence South 89°44'00" West, a distance of 179.91 feet along the northerly line of said Block 49 and said southerly Right-of-Way line, to the **Point of Beginning**; thence South 00°16'00" East, a distance of 85.86 feet; thence South 89°53'10" West, a distance of 71.54 feet; thence North 00°06'50" West, a distance of 50.82 feet; thence North 24°48'42" West, a distance of 20.04 feet; thence North 46°35'04" East, a distance of 24.30 feet to said northerly line of Block 49 and said southerly Right-of-Way line; thence North 89°44'00" East, a distance of 62.00 feet along said northerly line of Block 49 and said southerly Right-of-Way line, to the **Point of Beginning.**

The land for Parcel A described herein contains approximately 6,194 square feet.

Affecting: APN 0191-291-19

See Exhibit "B" for a plat depicting the above described property.

This real property has been described by me, or under my direction, in conformance with the Professional Land Surveyor's Act.

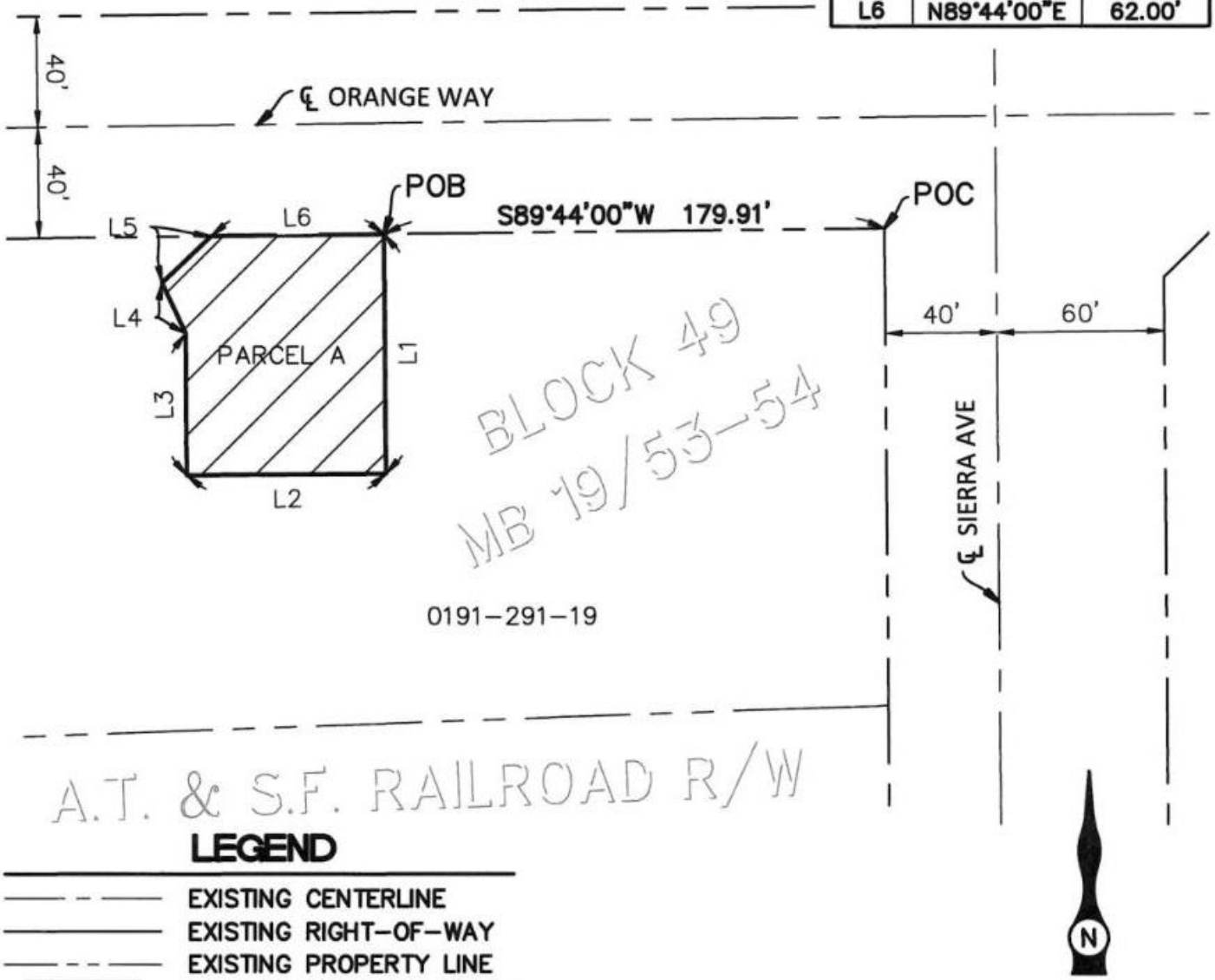
Terry Renner, PLS 9762, Exp. 6-30-25

04/02/2025
Date



Attachment: Resolution No. 25-063 Exhibits A & B (PRINT) (11722 : Surplus and Sale of a Portion of Fontana Station to the City of Fontana)

LINE TABLE		
#	BEARING	LENGTH
L1	S00°16'00"E	85.86'
L2	S89°53'10"W	71.54'
L3	N00°06'50"W	50.82'
L4	N24°48'42"W	20.04'
L5	N46°35'04"E	24.30'
L6	N89°44'00"E	62.00'



LEGEND

———	EXISTING CENTERLINE
———	EXISTING RIGHT-OF-WAY
— - —	EXISTING PROPERTY LINE
▨	PARCEL A AREA (6,194 SF)
POB	POINT OF BEGINNING
POC	POINT OF COMMENCING

SCALE: 1"=60'

J.N.: 101-125

TKE ENGINEERING, INC.
2305 CHICAGO AVENUE
RIVERSIDE, CA 92507
(951) 680-0440

LICENSED LAND SURVEYOR
TERRY M. RENNER
No. 9762
Exp.6-30-25
STATE OF CALIFORNIA

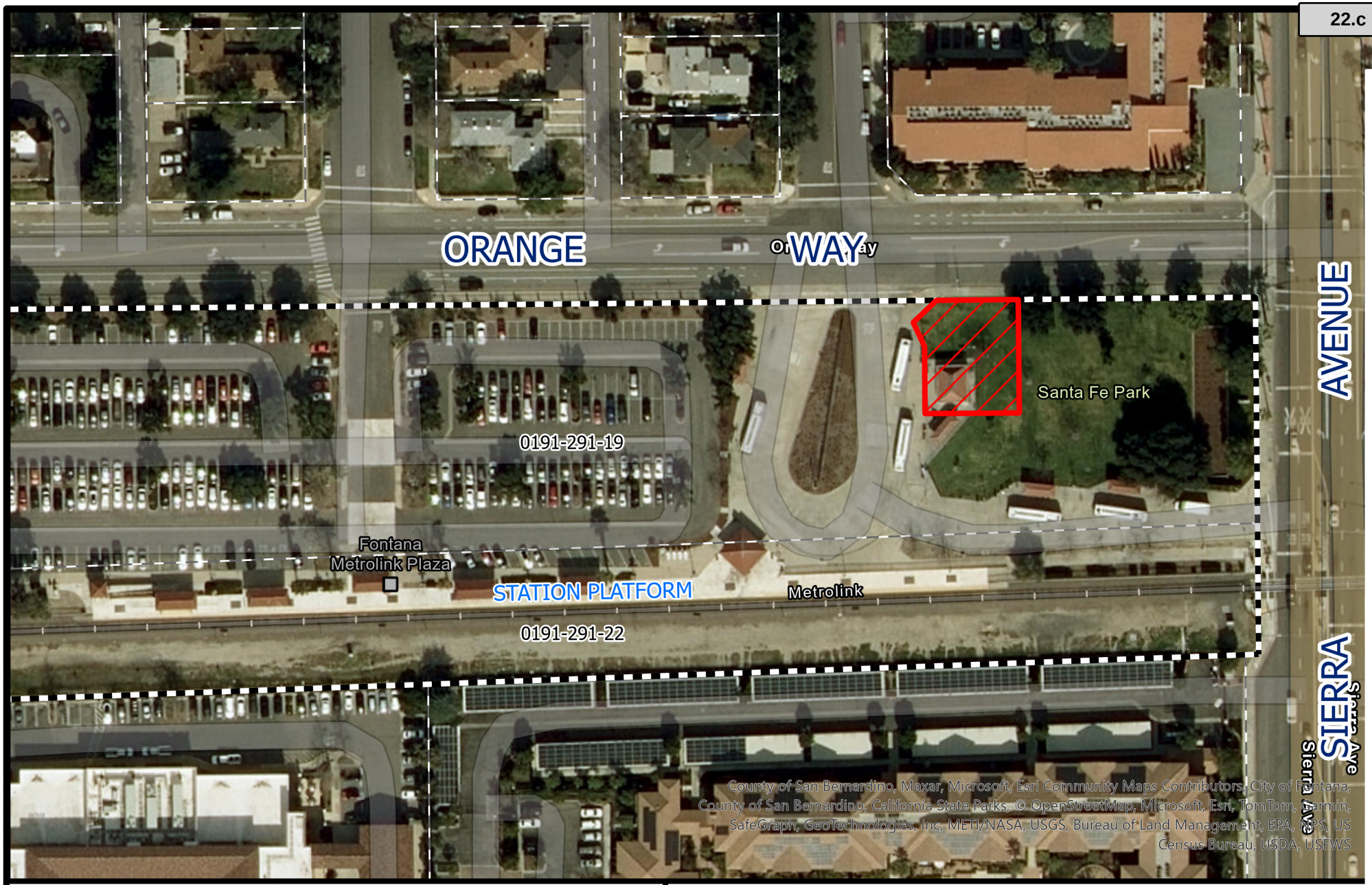
04/02/2025

TERRY M. RENNER L.S. No. 9762 DATE

EXHIBIT 'B'

APN 0191-291-19

Attachment: Resolution No. 25-063 Exhibits A & B (PRINT) (11722 : Surplus and Sale of a Portion of Fontana Station to the City of Fontana)



VICINITY MAP
Fontana Metrolink Station
Police Substation

SBCTA Right of Way
Parcel Boundaries
Subject Property

N

sbcta
San Bernardino County

Attachment: Surplus Property Vicinity Exhibit (PRINT) (11722 : Surplus and Sale of a Portion of Fontana

Minute Action

AGENDA ITEM: 23

Date: July 2, 2025

Subject:
Amendment No. 6 to Contract No. 18-1001870 with Parsons Transportation Group, Inc., for the West Valley Connector Project

Recommendation:
That the Board, acting as the San Bernardino County Transportation Authority:

A. Approve Amendment No. 6 to Contract No. 18-1001870 with Parsons Transportation Group, Inc., for the West Valley Connector Project to increase the contract amount by $261,947, for a total not-to-exceed amount of $17,714,799.11, for design services during construction and related project management support through project completion, to be funded with Measure I Valley Express Bus/Bus Rapid Transit funds.

B. Approve an increase to the contingency in the amount of $450,000 for a not-to-exceed amount of $576,700 for Contract No. 18-1001870 and authorize the Executive Director, or their designee, to release contingency as necessary for the project.

Background:
In August 2017, under the Assignment, Assumption and Amendment Agreement No. 17-1001636, Omnitrans assigned to San Bernardino County Transportation Authority (SBCTA) all its rights, duties, and obligations under Omnitrans' services agreement with Parsons Transportation Group, Inc., (Parsons) for Environmental, Architectural, Engineering, and Final Design Services for the West Valley Connector (WVC) Project, except as it relates to the Active Transportation Program related services. For administrative tracking purposes, SBCTA assigned Contract No. 18-1001870 to the service agreement and through this assignment, established a contract period of November 10, 2015 through December 31, 2023.

Since the assignment of the Parsons contract to SBCTA, several amendments have been executed. On November 1, 2023, the SBCTA Board of Directors (Board) approved Amendment No. 5 to Contract No. 18-1001870, extending the contract duration through June 30, 2026, with two one-year option terms, to allow Parsons to continue to provide necessary design services during construction, and ensure those services align with the final phase and contract close-out of the WVC Project. Prior to that, on August 2, 2022, Amendment No. 4 was executed for final design services through July 2022 and continued project management and other support services for Phase I of the Project through January 2023. Additional design and support services included completion of safety and security documents, safety and security workshops, modifications for the design at Pomona Transit Center, final design plans, specifications, and estimates for the charging infrastructure at West Valley Maintenance Facility, and other support services related to Southern California Edison (SCE) work. Amendment No. 4 also increased the contract not-to-exceed amount to $17,189,836.11. Prior to Amendment No. 4, the contract was amended three times to increase the contract price for additional support, procurement of project-specific insurance required by SBCTA, design of the West Valley Maintenance Facility, environmental mitigation and other related services, adding a total of approximately $4.2 million to the contract price. Further, there have been 12 releases of contingency, totaling $1,185,300.

In March 2023, Parsons submitted the final design package to SBCTA. Sequentially, the construction contract was listed for bid in May 2023, and a contract was awarded to Griffith Company on September 6, 2023. Parsons continues to provide design services during construction and coordination with SCE for utility relocation. As construction continues, staff identified conditions where additional Parsons support is needed, including right-of-way (ROW) support for the active cases in which SBCTA continues to negotiate with property owners and new utility service connections.

As a result of delay in construction start and additional support expected through project completion, staff is recommending the Board approve an amendment to increase the total contract amount by $261,947 for a new not-to-exceed amount of $17,714,799.11 for continued project management, utility relocation coordination services, and, design services during construction. Additionally, a contract contingency of $450,000 is recommended to address the redesign effort and continued ROW settlement support for active cases.

Financial Impact:
This contract is included in the adopted Budget for Fiscal Year 2025/2026 and funded with Local Projects funds, Measure I - Express Bus/BRT funds, and Federal Transit - 5309 American Rescue Plan Stimulus funds for Program 30, Transit.

Reviewed By:
This item was reviewed and unanimously recommended for approval by the Transit Committee on June 12, 2025. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft amendment.

Responsible Staff:
Joy Buenaflor, Deputy Director of Transit & Rail Programs

Contract Summary Sheet

General Contract Information

Contract No: 18-1001870 Amendment No.: 6

Contract Class: Payable Department: Transit

Vendor No.: 01600 Vendor Name: Parsons Trransportation Group, Inc.

Description: Services Agreement for Architectural, Engineering, and Final Design Services for the West Valley Connector Project

List Any Related Contract Nos.:

Dollar Amount

Original Contract	$	6,495,780.54	Original Contingency	$	-
Prior Amendments	$	6,430,040.00	Prior Amendments	$	1,312,000.00
Prior Contingency Released	$	1,185,300.00	Prior Contingency Released (-)	$	(1,185,300.00)
Current Amendment	$	261,947.00	Current Amendment	$	450,000.00
Total/Revised Contract Value	**$**	**14,373,067.54**	**Total Contingency Value**	**$**	**576,700.00**
	Total Dollar Authority (Contract Value and Contingency)			**$**	**14,949,767.54**

Contract Authorization

Board of Directors Date: 07/02/2025 Board Item # 11716

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? No No Budget Adjustment

Federal/State/Local Environmental Design N/A

Accounts Payable

Estimated Start Date: 07/01/2021 Expiration Date: 06/30/2026 Revised Expiration Date:

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

	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding: $ 14,373,067.54	Total Contingency: $ 576,700.00
GL:	4160	30	0315	0334	52001	41100000		MSI Valley Fund Express	4,138,072.87	576,700.00
GL:	2130	30	0315	0334	52001	42107027		FTA ARP	5,003,874.96	-
GL:	6010	30	0315	0334	52001	42909007		Omnitrans_Capital	747,247.00	-
GL:	6010	30	0315	0334	52001	42909014		Omnitrans_Fed Land Sale	3,587,098.17	-
GL:	6010	30	0315	0334	52001	42909015		Omnitrans_Loc Land Sale	896,774.54	-
GL:									-	-
GL:									-	-
GL:									-	-
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GL:									-	-
GL:									-	-

Joy Buenaflor
Project Manager (Print Name)

Victor Lopez
Task Manager (Print Name)

Additional Notes: Original contract between Omnitrans and Vendor was $9,837,512.11; however, SBCTA assumed only $6,495,780.54 of original agreement as Omnitrans already expended $3,341,731.57 with the vendor. Current contract authority is to include original contract amounts, all amendments, and all contingency releases. Therefore, full contract authority to vendor is as follows: Original contract amount ($9,837,512.11) + Amendment 1 ($1,275,000) + Amendment 2 ($1,045,000) + Amendment 3 ($1,894,812) + Amendment 4 ($2,215,228) + Amendment 6 ($261,947) Contingency Releases 1 thru 12 ($1,185,300) = $17,714,799.11

Attachment: 18-1001870 CSS (11716 : Amendment No. 6 to Contract No. 18-1001870 with Parsons Transportation Group, Inc)

AMENDMENT NO. 6 TO CONTRACT NO. 18-1001870, SERVICES AGREEMENT WITH PARSONS TRANSPORTATION GROUP, INC., FOR ENVIRONMENTAL, ARCHITECTURAL, ENGINEERING AND FINAL DESIGN SERVICES FOR THE WEST VALLEY CONNECTOR CORRIDOR

This Amendment No. 6 to the SERVICES AGREEMENT ("Amendment No. 6") is made by and between the San Bernardino County Transportation Authority ("SBCTA") and Parsons Transportation Group, Inc. ("CONSULTANT"). SBCTA and CONSULTANT are each a "Party"and are collectively the "Parties" herein.

RECITALS:

Omnitrans ("OMNITRANS") and CONSULTANT entered into an Agreement for Architectural, Engineering and Final Design Services ("SERVICES AGREEMENT") for the West Valley Connector Corridor ("PROJECT"), effective November 17, 2015 (OMNITRANS Ref No. MKP15-37).

A. Under SBCTA Contract No. 17-1001636, Assignment, Assumption, and Amendment Agreement, OMNITRANS assigned, and SBCTA assumed, OMNITRANS' rights, duties and obligations under the SERVICES AGREEMENT, including five amendments (with the exception of the Active Transportation Program (ATP) (SBCTA Contract No. 18-1001870)).

B. On December 15, 2017, the CONSULTANT and SBCTA entered into Amendment No. 1 to Contract No. 18-1001870 to increase the contract price by $1,275,000 for additional support required and procurementof project-specific insurance, as required by SBCTA.

C. On May 2, 2018, the CONSULTANT and SBCTA entered into Amendment No. 2 to Contract No. 18-1001870 to increase the contract price by $1,045,000 for Federal Transit Administration (FTA) directed inclusion of the operations and maintenance facility required for the PROJECT.

D. On May 10, 2021, the CONSULTANT and SBCTA entered into Amendment No. 3 to Contract No. 18-1001870 to increase the contract price by $1,894,812 for additional project management services, environmental re-evaluation and mitigation, and other engineering, right of way, modeling and permitting work.

E. Between March 3, 2019, and August 11, 2021, SBCTA approved eight (8) contingency releases to the CONSULTANT, increasing the contract price by $922,284, to complete PROJECT requirements imposed by SBCTA and FTA.

F. On August 2, 2022, CONSULTANT and SBCTA entered into Amendment No. 4 to Contract No. 18-1001870 to augment the Scope of Work and to increase the contract price by $2,215,228.00 for final design of en-route charging facilities, final design of pantograph chargers at the West Valley Maintenance Facility, project management services, and other utility work.

G. On December 5, 2023, CONSULTANT and SBCTA entered into Amendment No. 5 to Contract No. 18-1001870 to extend the contract period of performance date to June 30, 2026, and adding two optional one-year extensions, to ensure the continuation of services to align with the construction phase of the West Valley Connector Corridor.

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Attachment: 18-1001870-06 (11716 : Amendment No. 6 to Contract No. 18-1001870 with Parsons Transportation Group, Inc)

H. Between February 7, 2024, and May 23, 2025, SBCTA approved four (4) contingency releases to the CONSULTANT, increasing the contract price by $263,016, to complete PROJECT requirements requested by Southern California Edison.

I. CONSULTANT and SBCTA desire to amend Contract No. 18-1001870 to increase the contract price by $261,947.00 to provide continued design support during construction, additional support for SCE utility coordination and relocations, and project management.

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

1. Article 3 "COMPENSATION" of the SERVICES AGREEMENT shall be deleted and replaced in its entirety with the following:

   "3. COMPENSATION

   For CONSULTANT's full and complete performance of its obligations under this agreement, SBCTA shall pay CONSULTANT on a LUMP SUM basis as shown in Exhibit A.6 and subject to the maximum cumulative payment obligation.

   SBCTA's maximum payment obligation to CONSULTANT under the SERVICES AGREEMENT shall be Seventeen Million, Seven Hundred Fourteen Thousand, Seven Hundred Ninety-Nine Thousand and Eleven cents($17,714,799.11), excluding any amounts for such task already paid to CONSULTANT by Omnitrans prior to the Effective Date of the AGREEMENT."

2. Except as otherwise specified herein or in Exhibit B.6, the modified and additional services set forth in Exhibit B.6 shall be compensated in the same manner and under the same procedures as provided in the SERVICES AGREEMENT and are subject to the amended maximum payment obligation figure set forth in paragraph 1 above. Exhibit A.6 to this Amendment No. 6 contains the projected budget for the cost components of the price increase negotiated by the parties for the completion of the modified and additional services set forth in Exhibit B.6.

3. The Recitals set forth above are incorporated herein by this reference.

4. Except as amended by this Amendment No. 6, all provisions of the SERVICES AGREEMENT, as previously amended, shall remain in full force and effect and are incorporated herein by this reference.

5. Exhibits A.6 and B.6 are attached to and incorporated into this Amendment No. 6.

6. This Amendment No. 6 is effective on the date executed by SBCTA.

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

DRAFT

Attachment: 18-1001870-06 (11716 : Amendment No. 6 to Contract No. 18-1001870 with Parsons Transportation Group, Inc)

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 6 below.

PARSONS TRANSPORTATION GROUP, INC. AN ILLINOIS CORPORATION

By:_____
Nicole DePuy, P.E.
Vice President

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By:_____
Rick Denison
President, Board of Directors

APPROVED AS TO FORM:

By:_____
Julianna K. Tillquist
General Counsel

CONCURRENCE:

By:_____
Alicia J. Bullock
Procurement Manager

DRAFT

Attachment: 18-1001870-06 (11716 : Amendment No. 6 to Contract No. 18-1001870 with Parsons Transportation Group, Inc)

EXHIBIT A.6
Contract No. 18-1001870 - AMENDMENT No. 6
TASK SUMMARY

Attachment: 18-1001870 Amendment No. 6 - Exhibit A.6 (include with agenda item) (11716 : Amendment

Parsons Professional Services Estimate - Amendment 6

Amendment Estimate Summary Sheet
Job Name: West Valley Connector Corridor Project
Contract Number: 18-1001870
Job Location: Pomona, Montclair, Ontario, & Rancho Cucamonga, CA

TASKS	DESCRIPTION		FEE
1	PROJECT MANAGEMENT		
	PM - Feb/Mar 2023		$ 46,133
	PM - Through Project Closeout		$ 49,291
	Escalation		$ 31,168
12	DESIGN SUPPORT DURING CONSTRUCTION		
	Task 12.0 Design Support During Construction		$ 100,780
14	MISCELLANEOUS SERVICES		
	Task 14.0 Miscellaneous Services		$ 34,575
		Total	**$ 261,947**

Attachment: 18-1001870-6 Scope-Exhibit B6 (Include) (11716 : Amendment No. 6 to Contract No. 18-1001870 with Parsons Transportation

EXHIBIT B.6

SERVICES AGREEMENT - AMENDMENT No. 6

ADDITIONAL SCOPE OF WORK TO THE SERVICES AGREEMENT

BACKGROUND

On December 5, 2023, Amendment No 5 was approved by the San Bernardino County Transportation Authority (SBCTA) as a no-cost time extension for the West Valley Connector (WVC) Project. The Period of Performance was extended through June 30, 2026, with an option to extend the term of the Contract for two one-year option terms, up to June 30, 2028. Additional Design Support Services are required to support the project for the added contract time. The purpose of Amendment No. 6 is to add budget to support the project through to the new contract end date.

Task 1.20 – Project Management

The Consultant previously requested additional project management that covered up to January 2023. However, since the delay of receiving plan check review comments from various agencies, Consultant is requesting additional management budget for 2 additional months, up to March 2023 to recapture the slipped PS&E delivery schedule from Amendment No. 4. During this time, the Consultant responded to delayed & additional comments from the City of Ontario and additional comments from the CM team. The Consultant responded to these comments, producing a post-Final PS&E package, allowing the project to stay on schedule. Contract/Project Management time is included for Contract/Project Management January 1, 2025 to June 30, 2026

Escalations are prorated into Task 1.20.

This following is the basis of the escalation amounts:

The Final Design was anticipated to be completed by June 2022. A delay in the project schedule required the final design of the project to go into 2023. Previously, an escalation yearly factor, based on the federal rate was applied from the year in which tasks were projected to be completed. This scope includes escalation to the end of March 2023.

- Final Design (Tasks 9 and 10) was previously scheduled to end June 2022. This is 9-months of escalation.

- Bid Period Services (Task 11) was previously scheduled to end June 2022. This is 9-months of escalation.

Assumption:

Escalation will be based on federal rate and applied only on the remaining effort in each task performed in the period subject to additional escalation.

Task 12.2 Design Services during Construction – West Valley Connector Mainline

The Consultant will provide continued Design Services during Construction (DSDC) to the new end of construction date of June 30, 2026. Optional support to June 30, 2028, will be provided in a future Amendment as required. The following items are included to determine a basis of cost and work effort required. The timeframe below is estimated from January 1, 2025, to June 30, 2026 (18 months).

The Consultant shall:

A. Prepare 40 Agenda/Actions and lead weekly DSDC Meetings (original scope included 25 meetings; 59 meetings completed by January 2025).
B. Attend 12 Resident Engineer (RE) construction progress meetings.
C. Respond to 50 requests for information (RFI's) and other technical issue resolution posed by the construction contractor(s).
D. Attend 3 Partnering meetings.

Deliverables:

- Forty Agenda/Action items DSDC progress meetings

- 50 RFI's

Task 14J Additional SCE Utility Coordination/relocation support

The original scope included utility relocation support up to award of the construction contract. During design, Parsons identified conflicts for relocation. During construction, SCE is reviewing the conflicts and requesting Parsons to review the identified conflicts in the Conformed Plans, with the intent to protect in place or assist with additional solutions for relocations. Therefore, additional design related utility relocation support is needed for third-party utility that are being relocated during construction. Consultant will review SCE prepared relocation designs for SBCTA signature approval. Consultant will coordinate with the CM team on anticipated design needs associated with utility relocations. Effort included as part of this task is from January 1, 2025, through to June 30, 2026.

Deliverables:

- Coordinate and review SCE Relocation designs (up to 8 SCE designs)

- Attend SCE and CM Team utility relocation meetings (up to 24 total).

Attachment: 18-1001870-6 Scope-Exhibit B6 (Include) (11716 : Amendment No. 6 to Contract No. 18-1001870 with Parsons Transportation

Minute Action

AGENDA ITEM: 24

Date: July 2, 2025

Subject:
West Valley Connector - Program Budget Update and Contract Amendments

Recommendation:
That the Board, acting as the San Bernardino County Transportation Authority (SBCTA):

A. Approve an increase of $33,600,122 to the total budget authorized for the West Valley Connector Project to be funded with Measure I Valley Express Bus/Rapid Transit Program funds, for a new not-to-exceed budget of $353,934,817.

B. Approve an increase of $9,000,000 to the right-of-way acquisition budget authority to fund remaining right-of-way capital acquisitions for the West Valley Connector Project, in accordance with SBCTA policies, including but not limited to relocation assistance, demolition of existing structures, and goodwill, for a new not-to-exceed amount of $73,000,000 to be funded with Measure I Valley Express Bus/Rapid Transit Program funds.

C. Approve Amendment No. 4 to Contract No. 19-1002002 with Richards, Watson & Gershon, A Professional Corporation, increasing the contract amount by $2,165,000 for a new not-to-exceed amount of $16,665,000 and extending the contract termination date to December 31, 2027.

D. Authorize the Executive Director, or their designee, to execute Contract Task Orders greater than $500,000 for the Transit and Rail On-Call Right-of-Way Legal Services contracts as required for West Valley Connector Project acquisitions, for a combined not-to-exceed amount of $16,665,000.

E. Approve Amendment No. 4 to Contract No. 18-1001924 with Epic Land Solutions, Inc., for On-Call Right-of-Way Services, to support current and future Transit and Rail projects and programs, increasing the contract amount in accordance with Recommendation I.

F. Approve Amendment No. 4 to Contract No. 19-1002007 with Bender Rosenthal, Inc., for On-Call Right-of-Way Services, to support current and future Transit and Rail projects and programs, for an amount described in Recommendation I.

G. Approve Amendment No. 4 to Contract No. 19-1002008 with Overland, Pacific & Cutler, LLC for On-Call Right-of-Way Services, to support current and future Transit and Rail projects and programs, for an amount described in Recommendation I.

H. Approve Amendment No. 4 to Contract No. 19-1002009 with Paragon Partners Consultants, Inc., for On-Call Right-of-Way Services, to support current and future Transit and Rail projects and programs, for an amount described in Recommendation I.

I. Approve a total not-to-exceed amount of $1,500,000 for Epic Land Solutions, Inc. (No. 18-1001924), Bender Rosenthal, Inc. (No. 19-1002007), Overland, Pacific & Cutler, LLC (No. 19-1002008), and Paragon Partners Consultants, Inc. (No. 19-1002009), increasing the total contract authority to be shared among these contracts from $9,500,000 to $11,000,000, to ensure the completion of ongoing right-of-way services including, but not limited to, demolition efforts,

building modification efforts, and project closeout. This increase is to be funded with Measure I Valley Express Bus/Rapid Transit Program funds.

J. Authorize the Executive Director, or their designee, to execute Contract Task Orders greater than $500,000, to the Transit and Rail On-Call Right-of-Way Services consulting firms, as required for West Valley Connector Project acquisitions, for a combined not-to-exceed amount of $11,000,000, previously authorized by the SBCTA Board of Directors for Contract Nos. 18-1001924, 19-1002007, 19-1002008, and 19-1002009.

Background:

The West Valley Connector (WVC) Project is a 100% zero-emission Bus Rapid Transit system. The project is 19 miles and will upgrade a portion of existing Route 61, which runs along Holt Boulevard, adding approximately 3.5 miles of center-running dedicated bus-only lanes. There will be 21 stations that will provide a much-improved transit connection to Ontario International Airport (ONT) and help build transit connectivity by linking ONT, two Metrolink lines (San Bernardino and Riverside), and multiple major activity centers along the route, including Ontario Mills and Victoria Gardens.

Construction of the WVC includes widening a portion of Holt Boulevard in the City of Ontario to accommodate the dedicated bus lanes and center-running stations. Improvements in the Cities of Pomona, Montclair, and Rancho Cucamonga include side running stations, charging facilities at the West Valley yard, and charging at the Pomona Transit Center. The construction contract was awarded in September 2023 to Griffith Company. Construction work on the north side of Holt Boulevard is nearing completion while some work on the south side commenced a few months ago. The side running stations in Pomona and Montclair are progressing and the work at Pomona Transit Center is on-going.

Though the WVC Project has possession of all the properties needed to construct the improvements, there are 12 court proceedings still being actively litigated with property owners. Additionally, due to delay in the start of construction, the duration of the temporary construction easements are being extended to complete work adjacent to them.

In the last project update to the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) in November 2024, staff reported that all major contracts have been awarded and construction improvements and associated procurements for vehicles and charging systems were in place. The table on the following page reflects the current WVC Project schedule, including the delivery of the last of the 18 buses in May 2025.

MAINLINE CORRIDOR	
Contract Award	September 6, 2023 (completed)
Limited NTP	October 3, 2023 (completed)
Full NTP	November 16, 2023 (completed)
Substantial Completion	June 2026
Final Acceptance	September 2026
BEB VEHICLES	
Contract Award	March 1, 2023 (completed)
NTP	August 17, 2023 (completed)
Prototype (2)	June 24, 2024 (delivered)
Production (16)	May 15, 2025 (delivered)
Vehicle Testing/Acceptance	March 2026
CHARGING INFRASTRUCTURE	
Contract Award	April 3, 2024 (completed)
NTP	May 13, 2024 (completed)
Substantial Completion	March 2026
Final Acceptance	April 2026
TESTING AND COMMISSIONING	
System Integrated Testing	March 2026
Commissioning	May 2026

The WVC Project has experienced higher-than-expected costs in several areas. The WVC Project has experienced significant increases in real estate acquisition costs, combined with associated right-of-way (ROW) support and legal services, and utility relocations. The awarded contract for electrical vehicle charging infrastructure, at the existing Omnitrans West Valley Maintenance Facility, came in at $12.863 million, which is much higher than the estimate of $3.443 million. Further, due to the extended timeline of the Project, the management services costs have also increased. The table on the following page details what was previously approved and the proposed budget amendment.

DESCRIPTION	APPROVED FFGA BUDGET	PROPOSED FFGA BUDGET	COMMITMENTS	EXPENDITURES	CURRENT FORECAST	PROPOSED BUDGET AMENDMENT
PROFESSIONAL SERVICES						
DESIGN	13,678,356	14,949,767	14,237,820	12,923,133	14,949,767	1,271,411
PROJECT MANAGEMENT	10,600,215	15,322,185	13,577,718	9,434,347	15,322,185	4,721,970
CONSTRUCTION MANAGEMENT	10,831,270	14,940,597	13,582,361	6,669,805	14,940,597	4,109,327
OTHER SERVICES	541,563	541,563	541,563	56,193	541,563	0
SUBTOTAL	35,651,404	45,754,113	41,939,462	29,083,478	45,754,113	10,102,709
RIGHT-OF-WAY (ROW) & UTILITIES						
ROW CAPITAL	62,412,625	81,282,708	61,832,708	53,527,772	81,282,708	18,870,083
ACQUISITIONS			*56,532,708*	*48,991,772*	*72,982,708*	
UTILITIES			*5,300,000*	*4,536,000*	*8,300,000*	
ROW SUPPORT	12,089,606	26,277,728	23,054,272	20,392,320	26,277,728	14,188,122
ROW ACQUISITION SERVICES			*8,567,772*	*7,869,133*	*9,626,228*	
ROW LEGAL SERVICE			*14,486,500*	*12,523,187*	*16,651,500*	
SUBTOTAL	74,502,231	107,560,436	84,886,980	73,920,092	107,560,436	33,058,205
CONSTRUCTION						
MAINLINE CONSTRUCTION	128,823,766	131,955,902	119,959,911	30,913,554	131,955,902	3,132,136
WV CHARGING STATIONS	3,443,110	14,649,834	12,863,485	0	14,649,834	11,206,724
OTHER CONSTRUCTION	12,615,319	12,615,319	12,615,319	0	12,615,319	0
SUBTOTAL	144,882,195	159,221,055	145,438,715	30,913,554	159,221,055	14,338,859
VEHICLES & START UP						
VEHICLES	29,179,103	23,979,742	21,799,765	2,368,117	23,979,742	-5,199,362
START UP	1,044,193	1,544,371	1,079,210	0	1,544,371	500,178
SUBTOTAL	30,223,296	25,524,113	22,878,975	2,368,117	25,524,113	-4,699,184
SUBTOTAL FTA PARTICIPATING COST	285,259,127	338,059,716	295,144,133	136,285,240	338,059,716	52,800,589
UNALLOCATED CONTINGENCY	25,253,702	6,053,234			6,053,234	-19,200,468
TOTAL FTA PARTICIPATING COST	**310,512,829**	**344,112,950**	**295,144,133**	**136,285,240**	**344,112,950**	**33,600,122**
FTA NON-PARTICIPATING COST	9,821,867	9,821,867			9,821,867	
TOTAL PROJECT BUDGET	**320,334,696**	**353,934,817**	**295,144,133**	**136,285,240**	**353,934,817**	**33,600,122**

In March 2023, SBCTA received a Capital Investment Grant from the Federal Transit Administration (FTA) totaling $86.75 million. While the total WVC Project budget was $320.335 million, $9.822 million was deemed FTA non-participating. As the main contracts were awarded and property acquisitions were settled, staff redistributed the allotted contingency accordingly. However, with the anticipated increase in ROW settlements and forecasted capital and support services costs, staff recommend that the Board approve an additional $33.6 million in Measure I Valley Express Bus/Rapid Transit Program funds, needed to fully fund the WVC Project. This increase brings the total project budget to $353.935 million. In addition, staff is recommending an increase of $9 million to the ROW acquisition budget authority to fund the efforts, as well as efforts to manage demolition of certain properties, relocation assistance, and goodwill, for a new not-to-exceed amount of $73 million.

With the anticipated settlements of remaining cases and ROW closeout, the ROW support services and ROW legal services contracts need to be amended. There has been a significant increase in required effort to manage and acquire temporary construction easements (TCEs), specifically extensions to easement terms, which has mandated continued support from Richards, Watson, & Gershon (RWG) related to negotiations with owners of properties to be acquired, communication with the FTA, and preparation of legal agreements to authorize work within the TCEs. As such, staff seeks approval to increase Contract No. 19-1002002 with RWG by $2.165 million, for a new not-to-exceed amount of $16.665 million, including adding a provision in the contract to allow escalation of attorney hourly rates. RWG's rates remained unchanged since the execution of Contract No. 19-1002002 in June 2019.

Also, staff recommends approval to increase ROW support services Contract No. 19-1002007 with Bender Rosenthal, Inc., Contract No. 19-1002008 with Overland, Pacific & Cutler, LLC,

Contract No. 19-1002009 with Paragon Partners Limited, and Contract No. 18-1001924 with Epic Land Solutions, Inc., by a combined amount of $1.5 million for a combined not-to-exceed amount of $11 million. Though the ROW support services contract bench is mostly used on the WVC, other Contract Task Orders to support the Transit and Rail programs are mostly for appraisals and Phase I and II Environmental Assessments, which are typically completed in short durations and within the contract term.

Financial Impact:
The Project is included in the adopted Budget for Fiscal Year 2025/2026 and funded with Local Project Funds (6010), Federal Transportation Assistance - 5309 (FTA 2130), Local Transportation Funds (LTF 1040), State Transportation Assistance (STA 1050), Measure I BRT/Express (4160), Transit and Intercity Rail Capital Program (TIRCP 2565), Solutions for Congested Corridors (SCCP 2705), Affordable Housing Sustainability Communities Program (AHSC 2645), and Federal Transportation Assistance Congestion and Mitigation Air Quality - 5307 (FTA CMAQ 2122) funds in Program 30, Transit.

Reviewed By:
This item was reviewed and unanimously recommended for approval by the Transit Committee on June 12, 2025. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft amendments.

Responsible Staff:
Joy Buenaflor, Deputy Director of Transit & Rail Programs

Contract Summary Sheet

General Contract Information

Contract No: 19-1002002 Amendment No.: 4

Contract Class: Payable Department: Transit

Vendor No.: 03413 Vendor Name: Richards, Watson & Gershon, A Professional Corporation

Description: On-Call Right-of-Way Legal Services

Dollar Amount

Original Contract	$	3,750,000.00	Original Contingency	$	-
Prior Amendments	$	10,750,000.00	Prior Amendments	$	-
Prior Contingency Released	$	-	Prior Contingency Released (-)	$	-
Current Amendment	$	2,165,000.00	Current Amendment	$	-
Total/Revised Contract Value	**$**	**16,665,000.00**	**Total Contingency Value**	**$**	**-**
			Total Dollar Authority (Contract Value and Contingency)	**$**	**16,665,000.00**

Contract Authorization

Board of Directors Date: 07/02/2025 Board Item # 11762

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? No No Budget Adjustment

Federal/Local Professional Services (Non-A&E) N/A

Accounts Payable

Estimated Start Date: 05/01/2019 Expiration Date: 06/30/2026 Revised Expiration Date: 12/31/2027

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

	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding: $ 16,665,000.00	Total Contingency: $ -
GL:	1040	30	0313	0360	52200	41200000		LTF Rail	13,500.00	-
GL:	2130	30	0315	0334	52200	42107027		FTA ARP	3,200,000.00	-
GL:	6010	30	0315	0334	52200	42909014		Fed Land Sales	3,040,000.00	-
GL:	6010	30	0315	0334	52200	42909015		Loc Land Sales	760,000.00	-
GL:	2130	30	0315	0334	52200	42107026		FTA SS/CIG	7,486,500.00	-
GL:	4160	30	0315	0334	52200	41100000		MSI BRT	2,165,000.00	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-

Joy Buenaflor
Project Manager (Print Name)

Victor Lopez
Task Manager (Print Name)

Additional Notes: Contract #18-1001925 with Meyers Nave expired on 05/01/2023 and is closed. Unused funds @$486,500.00 is reallocated to Contract #19-1002002.

Attachment: 19-1002002 Richards Watson Gershon CSS - Revised - 05-21-2025 1.15pm (11762 : West Valley Connector - Program Budget

AMENDMENT NO. 4 TO CONTRACT NO. 19-1002002

FOR

ON-CALL LEGAL SERVICES FOR RIGHT-OF-WAY

RICHARDS, WATSON & GERSHON, A PROFESSIONAL CORPORATION

This AMENDMENT NO. 4 to Contract No. 19-1002002 ("Contract") is made and entered into by and between San Bernardino County Transportation Authority ("SBCTA"), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715, and Richards, Watson & Gershon, A Professional Corporation ("ATTORNEY"), whose address is 355 South Grand Avenue, 40th Floor, Los Angeles, California 90071-3101. SCBTA and ATTORNEY are each a "Party" and collectively "Parties".

RECITALS:

A. On June 6, 2019, SBCTA and ATTORNEY entered into Contract No. 19-1002002 for On-Call Legal Services Right-of-Way services; and

B. On April 27, 2022, the Parties amended the Contract (Amendment No. 1) to exercise SBCTA's first option to extend the Contract term for one year, through May 1, 2023; and

C. On March 23, 2023, the Parties amended the Contract (Amendment No. 2) to exercise SBCTA's second option to extend the Contract term for one year, through May 1, 2024; and

D. On February 21, 2024, the Parties amended the Contract (Amendment No. 3) to increase the contract amount to a not-to-exceed amount of $14,500,000 and extend the Contract term through June 30, 2026; and

E. The Parties desire to amend the Contract to add additional funding in the amount of $2,165,000, increasing the total contract amount to a not-to-exceed amount of $16,665,000, to include escalation, and to further extend the contract term through December 31, 2027.

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

1. **ARTICLE 2. PERIOD OF PERFORMANCE** is deleted and replaced in its entirety to read as follows;

"2.1 The Period of Performance by ATTORNEY under this Contact shall commence upon issuance of a written Notice To Proceed issued by SBCTA, unless agreed otherwise, and shall continue in full force and effect through December 31, 2027, or until otherwise terminated, or unless extended as hereinafter provided by written amendment, except that all indemnity and defense obligations hereunder shall

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Attachment: Contract 19-1002002 Amendment No. 4 (11762 : West Valley Connector - Program Budget Update and Contract Amendments)

survive termination of this Contract. ATTORNEY shall not be compensated for any work performed or cost incurred prior to issuance of the NTP."

2. **ARTICLE 3.2 COMPENSATION** is deleted and replaced in its entirety to read as follows;

"3.2 The total Not-To-Exceed Amount for all CTOs issued to ATTORNEY is Sixteen Million, Six Hundred Sixty-Five Thousand Dollars ($16,665,000). All services shall be reimbursed pursuant to the hourly labor rates identified in Attachment B "Attorney's Fees and Charges" and the executed CTO. The hourly labor rates identified in Attachment B may be escalated as detailed in Article 3.2.1 of this Contract and shall include ATTORNEY's direct labor costs, indirect costs, and profit. All expenses shall be reimbursed for the amount identified in Attachment B. SBCTA will not reimburse for any expenses not shown in Attachment B."

3. Under **ARTICLE 3.2 COMPENSATION** add the following provision;

"3.2.1 Upon ATTORNEY's request, and in SBCTA's discretion, escalation may be allowed and shall be at a specific rate as shown on the Bureau of Labor Statistics Employment Cost Index for Total Compensation for private industry workers, Table 5, Private Industry Workers, Occupational Group "Management, professional, and related" or its successor. The Employment Cost Index will be annually adjusted, apply to total benefits for the private industry economic sector, not be seasonally adjusted, but will include a 12-month percent change. Escalation shall commence as of the execution of Amendment 4 to this Contract, based on the March 2025 employment cost index, and, when applied, shall be applied each July 1st for the term of the Contract based on the prior March employment cost index."

4. The Recitals set forth above are incorporated herein by this reference.

5. Except as amended by this Amendment No. 4, all other provisions of the Contract, as previously amended, shall remain in full force and effect and are incorporated herein by this reference

6. This Amendment No. 4 is effective upon execution by SBCTA.

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

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Attachment: Contract 19-1002002 Amendment No. 4 (11762 : West Valley Connector - Program Budget Update and Contract Amendments)

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 4 below.

RICHARDS, WATSON & GERSHON
A PROFESSIONAL CORPORATION

By: _____
Kayser O. Sume
Partner

Date: _____

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

By: _____
Rick Denison
President, Board of Directors

Date: _____

APPROVED AS TO FORM:

By: _____
Julianna K. Tillquist
General Counsel

By: _____
Craig A. Steele
Chief Executive Officer

Date: _____

CONCURRENCE:

By: _____
Alicia J. Bullock
Procurement Manager

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Attachment: Contract 19-1002002 Amendment No. 4 (11762 : West Valley Connector - Program Budget Update and Contract Amendments)

Contract Summary Sheet

General Contract Information

Contract No: 18-1001924 Amendment No.: 4

Contract Class: Payable Department: Transit

Vendor No.: 02727 Vendor Name: Epic Land Solutions, Inc.

Description: 19-1002007 Bender Rosenthal, 19-1002008 Overland Pacific & Cutler & 19-0002009 Paragon Partners Consultants

Dollar Amount

Original Contract	$	1,375,000.00	Original Contingency	$	-
Prior Amendments	$	2,316,400.00	Prior Amendments	$	-
Current Amendment	$	375,000.00	Current Amendment	$	-
Total/Revised Contract Value	**$**	**4,066,400.00**	**Total Contingency Value**	**$**	**-**
			Total Dollar Authority (Contract Value and Contingency)	**$**	**4,066,400.00**

Contract Authorization

Board of Directors Date: 07/02/2025 Board Item # 11762

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? No No Budget Adjustment

Federal/Local Professional Services (Non-A&E) N/A

Accounts Payable

Estimated Start Date: 05/01/2019 Expiration Date: 06/30/2026 Revised Expiration Date:

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

	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding: $ 4,066,400.00	Total Contingency: $ -
GL:	6010	30	0315	0334	52001	42909014		Federal Land Sales	1,676,881.64	-
GL:	6010	30	0315	0334	52001	42909015		Local Land Sales	419,220.41	-
GL:	2130	30	0315	0334	52001	42107027		FTA ARP Stimulus	740,000.00	-
GL:	2130	30	0315	0334	52001	42107026		FTA Small Starts	811,174.07	-
GL:	1040	30	0313	0360	52001	41200000		LTF Rail	40,000.00	-
GL:	MULT	30	MULT	MULT	52001	MULTIPLE		MULTIPLE	379,123.88	-
GL:									-	-
GL:									-	-
GL:									-	-

Joy Buenaflor
Project Manager (Print Name)

Victor Lopez
Task Manager (Print Name)

Additional Notes:

Attachment: 18-1001924 Amendment No. 4 Revised CSS (11762 : West Valley Connector - Program Budget Update and Contract Amendments)

AMENDMENT NO. 4 TO CONTRACT NO. 18-1001924

FOR

ON-CALL RIGHT-OF-WAY

EPIC LAND SOLUTIONS, INC.

This AMENDMENT No. 4 to Contract No. 18-1001924 ("Contract") is made and entered into by and between San Bernardino County Transportation Authority ("SBCTA"), whose address is 1170 W. 3rd Street,, 2nd Floor, San Bernardino, California 92410-1715, and Epic Land Solutions, Inc., ("CONSULTANT"), whose address is 1971 W 190th Street, Suite 200, Torrance, California 90504. SBCTA and CONSULTANT are each a "Party" and collectively "Parties".

RECITALS:

A. On August 22, 2019, SBCTA and CONSULTANT entered into Contract No. 18-1001924 for On-Call Right-of-Way services; and

B. On April 21, 2022, the Parties amended the Contract (Amendment No. 1) to exercise SBCTA's option to extend the Contract for the first one-year option term through May 1, 2023; and

C. On January 26, 2023, the Parties amended the Contract (Amendment No. 2) to add additional funding in the amount of $2,000,000.00, increasing the total contract amount to a not-to-exceed amount of Seven Million Five Hundred Thousand ($7,500,000.00), and to extend the Contract period of performance through June 30, 2026, with two optional one-year extensions; and

D. On July 3, 2024, the Parties amended the Contract (Amendment No. 3) to add additional funding in the amount of $2,000,000 to this and other identified On-Call Right-Of-Way Services contracts collectively, increasing the total contract amount to a not-to-exceed amount of Nine Million Five Hundered Thousand ($9,500,000.00); and

E. The Parties desire to amend the Contract to add additional funding in the amount of $1,500,000 to this and the other identified On-Call Right-of-Way Services contracts collectively, increasing the total contract amount to a not-to-exceed amount of Eleven Million ($11,000,000).

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

1. ARTICLE 4.16 COMPENSATION is deleted and replaced in its entirety to read as follows:

   "The total amount payable by SBCTA for all Contract Task Orders resulting from the following Contracts--Epic Land Solutions, LLC (18-1001924), Bender, Rosenthal Inc. (19-1002007), Overland, Pacific & Cutler, LLC (19-1002008), and Paragon Partners Consultants, Inc. (19-1002009)--shall not exceed $11,000,000. It is understood and

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Attachment: Contract 18-1001924 Amendment No. 4 Epic Land Solutions Inc (11762 : West Valley Connector - Program Budget Update and

agreed that there is no guarantee, either expressed or implied, that this dollar amount will be authorized under this Contract through Contract Task Orders."

2. The Recitals set forth above are incorporated herein by this reference.

3. Except as amended by this Amendment No. 4, all other provisions of the Contract, and amendments thereto, shall remain in full force and effect and are incorporated herein by this reference.

4. This Amendment No. 4 is effective upon execution by SBCTA.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 4 below.

EPIC LAND SOLUTIONS, INC.

By: _____
Darin Hittle
President

Date: _____

By: _____
Kevin Romito
Secretary

Date: _____

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
Rick Denison
Board President

Date: _____

APPROVED AS TO FORM:

By: _____
Julianna K. Tillquist
General Counsel

CONCURRENCE:

By: _____
Alicia J. Bullock
Procurement Manager

DRAFT

Attachment: Contract 18-1001924 Amendment No. 4 Epic Land Solutions Inc (11762 : West Valley Connector - Program Budget Update and

Contract Summary Sheet

General Contract Information

Contract No: 19-1002007 Amendment No.: 4

Contract Class: Payable Department: Transit

Vendor No.: 03228 Vendor Name: Bender Rosenthal, Inc.

Description: 18-1001924 Epic Land Solutions, 19-1002008 Overland Pacific & Cutler & 19-0002009 Paragon Partners Consultants

Dollar Amount

Original Contract	$	1,375,000.00	Original Contingency	$	-
Prior Amendments	$	(620,900.00)	Prior Amendments	$	-
Current Amendment	$	375,000.00	Current Amendment	$	-
Total/Revised Contract Value	**$**	**1,129,100.00**	**Total Contingency Value**	**$**	**-**
		Total Dollar Authority (Contract Value and Contingency)		**$**	**1,129,100.00**

Contract Authorization

Board of Directors Date: 07/02/2025 Board Item # 11762

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? No Administrative Budget Adjustment

Federal/Local Professional Services (Non-A&E)

Accounts Payable

Estimated Start Date: 05/01/2019 Expiration Date: 06/30/2026 Revised Expiration Date:

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

	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding: $ 1,129,100.00	Total Contingency: $ -
GL:	6010	30	0315	0334	52001	42909014		Federal Land Sales	599,993.27	-
GL:	6010	30	0315	0334	52001	42909015		Local Land Sales	149,998.32	-
GL:	MULT	30	MULT	MULT	52001	MULTIPLE		MULTIPLE	379,108.41	-
GL:										-
GL:										-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-

Joy Buenaflor
Project Manager (Print Name)

Victor Lopez
Task Manager (Print Name)

Additional Notes:

Attachment: Contract 19-1002007 Amendment No. 4 Revised CSS (11762 : West Valley Connector - Program Budget Update and Contract

AMENDMENT NO. 4 TO CONTRACT NO. 19-1002007

FOR

ON-CALL RIGHT-OF-WAY

BENDER ROSENTHAL, INC.

This AMENDMENT No. 4 to Contract No.19-1002007 ("Contract") is made and entered into by and between San Bernardino County Transportation Authority ("SBCTA"), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715, and Bender Rosenthal, Inc., ("CONSULTANT"), whose address is 11801 Pierce Street, Suite 200, Riverside, California 92505. SBCTA and CONSULTANT are each a "Party" and collectively "Parties".

RECITALS:

A. On May 30, 2019, SBCTA and CONSULTANT entered into Contract No. 19-1002007 for On-Call Right-of-Way Services; and

B. On May 6, 2022, the Parties amended the Contract (Amendment No. 1) to exercise SBCTA's option to extend the Contract for the first one-year option term through May 11, 2023; and

C. On January 26, 2023, the Parties amended the Contract (Amendment No. 2) to add additional funding in the amount of $2,000,000.00 to this and the other identified On-Call Right-of-Way Services contracts collectively, increasing the total amount to a not-to-exceed amount of Seven Million Five Hundred Thousand ($7,500,000.00), and to extend the Contract period of performance through June 30, 2026, with two optional one-year extensions; and,

D. On June 13, 2024 the Parties amended the Contract (Amendment No. 3) to add additional funding in the amount of $2,000,000.00 to this and the other identified On-Call Right-Of-Way Services contracts collectively, increasing the total amount to a not-to-exceed amount of Nine Million Five Hundred Thousand ($9,500,000.00); and

E. The Parties desire to amend the Contract to add additional funding in the amount of $1,500,000 to this and the other identified On-Call Right-of-Way Services contracts collectively, increasing the total amount to a not-to-exceed amount of Eleven Million ($11,000,000).

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

1. ARTICLE 4.16 COMPENSATION is deleted and replaced in its entirety to read as follows:

"The total amount payable by SBCTA for all Contract Task Orders resulting from the following Contracts--Epic Land Solutions, LLC (18-1001924), Bender, Rosenthal Inc. (19-1002007), Overland, Pacific & Cutler, LLC (19-1002008), and Paragon Partners Consultants, Inc. (19-1002009)--shall not exceed $11,000,000. It is understood and agreed

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Attachment: Contract 19-1002007 Amendment No. 4 Bender Rosenthal Inc (11762 : West Valley Connector - Program Budget Update and

that there is no guarantee, either expressed or implied, that this dollar amount will be authorized under this Contract through Contract Task Orders."

2. The Recitals set forth above are incorporated herein by this reference.

3. Except as amended by this Amendment No. 4, all other provisions of the Contract, and Amendments thereto, shall remain in full force and effect and are incorporated herein by this reference.

4. This Amendment No. 4 is effective upon execution by SBCTA.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 4 below.

DRAFT

BENDER ROSENTHAL, INC.

By: _____
David Wraa
Chief Executive Officer

Date: _____

By: _____
Renee Buar
Executive Vice President

Date: _____

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
Rick Denison
Board President

Date: _____

APPROVED AS TO FORM:

By: _____
Julianna K. Tillquist
General Counsel

CONCURRENCE:

By: _____
Alicia J. Bullock
Procurement Manager

Attachment: Contract 19-1002007 Amendment No. 4 Bender Rosenthal Inc (11762 : West Valley Connector - Program Budget Update and

Contract Summary Sheet

General Contract Information

Contract No: 19-1002008 Amendment No.: 4

Contract Class: Payable Department: Transit

Vendor No.: 02556 Vendor Name: Overland, Pacific & Cutler, LLC

Description: 18-1001924 Epic Land Solutions, 19-1002007 Bender Rosenthal & 19-0002009 Paragon Partners Consultants

Dollar Amount

Original Contract	$	1,375,000.00	Original Contingency	$	-
Prior Amendments	$	(624,300.00)	Prior Amendments	$	-
Current Amendment	$	375,000.00	Current Amendment	$	-
Total/Revised Contract Value	**$**	**1,125,700.00**	**Total Contingency Value**	**$**	**-**
		Total Dollar Authority (Contract Value and Contingency)		**$**	**1,125,700.00**

Contract Authorization

Board of Directors Date: 07/02/2025 Board Item # 11762

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? No No Budget Adjustment

Federal/Local Professional Services (Non-A&E)

Accounts Payable

Estimated Start Date: 05/01/2019 Expiration Date: 06/30/2026 Revised Expiration Date:

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

	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding: $ 1,125,700.00	Total Contingency: $ -
GL:	6010	30	0315	0334	52001	42909014		Federal Land Sales	566,829.01	-
GL:	6010	30	0315	0334	52001	42909015		Local Land Sales	141,707.00	-
GL:	1040	30	0313	0360	52001	41200000		LTF - Rail	38,000.00	-
GL:	MULT	30	MULT	MULT	52001	MULTIPLE		MULTIPLE	379,163.99	-
GL:										-
GL:										-
GL:									-	-
GL:									-	-
GL:									-	-

Joy Buenaflor
Project Manager (Print Name)

Victor Lopez
Task Manager (Print Name)

Additional Notes:

Attachment: Contract 19-1002008 Amendment No. 4 Revised CSS (11762 : West Valley Connector - Program Budget Update and Contract

Attachment: Contract 19-1002008 Amendment No. 4 Overland Pacific & Cutler LLC (11762 : West Valley Connector - Program Budget Update

AMENDMENT NO. 4 TO CONTRACT NO. 19-1002008
FOR
ON-CALL RIGHT-OF-WAY
(OVERLAND, PACIFIC & CUTLER, LLC)

This AMENDMENT No. 4 to Contract No 19-1002008 ("Contract") is made and entered into by and between San Bernardino County Transportation Authority ("SBCTA"), whose address is 1170 W. 3d Street, 2nd Floor, San Bernardino, California 92410-1715, and Overland, Pacific & Cutler, LLC ("CONSULTANT "), whose address is 2280 Market Street, Suite 340, Riverside, California 92501. SBCTA and CONSULTANT are each a "Party" and collectively "Parties."

RECITALS:

A. SBCTA, under Contract No 19-1002008, engaged CONSULTANT to provide certain services related to On-Call-Right-of-Way Services ("Contract"); and

B. On April 22, 2022, the Parties amended the Contract (Amendment No. 1) to exercise SBCTA's option to extend the Contract for the first one-year option through May 1, 2023; and

C. On February 27, 2023, the Parties amended the Contract (Amendment No. 2) to add additional funding in the amount of $2,000,000.00 to this and the other identified On-Call Right-Of-Way Services contracts collectively, increasing the total amount to a not-to-exceed amount of Seven Million Five Hundred Thousand ($7,500,000.00), and to extend the Contract period of performance through June 30, 2026, with two optional one-year extensions; and

D. On June 11, 2024, the Parties amended the Contract (Amendment No. 3) to add additional funding in the amount of $2,000,000.00 to this and the other identified On-Call Right-Of-Way Services contracts collectively, increasing the total amount to a not-to-exceed amount of Nine Million Five Hundred Thousand ($9,500,000.00); and

E. The Parties desire to amend the Contract to add additional funding in the amount of $1,500,000 to this and the other identified On-Call Right-of-Way Services contracts collectively, increasing the total amount to a not-to-exceed amount of Eleven Million ($11,000,000).

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the Parties agree as follows.

1. ARTICLE 4.16 COMPENSATION is deleted and replaced in its entirety to read as follows:

"The total amount payable by SBCTA for all Contract Task Orders resulting from the following Contracts--Epic Land Solutions, LLC (18-1001924), Bender, Rosenthal Inc. (19-1002007), Overland, Pacific & Cutler, LLC (19-1002008), and Paragon Partners Consultants, Inc. (19-1002009)--shall not exceed $11,000,000. It is understood and agreed

DRAFT

that there is no guarantee, either expressed or implied, that this dollar amount will be authorized under this Contract through Contract Task Orders."

2. The Recitals set forth above are incorporated herein by this reference.

3. Except as amended by this Amendment No. 4, all other provisions of the Contract, and Amendments thereto, shall remain in full force and effect and are incorporated herein by this reference.

4. This Amendment No. 4 is effective upon execution by SBCTA.

IN WITNESS WHEREOF, the Parties have duly executed this Amendment No. 4 below.

OVERLAND, PACIFIC & CUTLER, LLC

By: _____
Brian Everett
Manager

Date: _____

By: _____
Mark LaBonte
Manager

Date: _____

SAN BERNARDINO COUNTY TRANSPORTATIONAUTHORITY

By: _____
Rick Denison
Board President

Date: _____

APPROVED AS TO FORM:

By: _____
Julianna K. Tillquist
General Counsel

Date: _____

CONCURRENCE:

By: _____
Alicia J. Bullock
Procurement Manager

Date: _____

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Attachment: Contract 19-1002008 Amendment No. 4 Overland Pacific & Cutler LLC (11762 : West Valley Connector - Program Budget Update

Contract Summary Sheet

General Contract Information

Contract No: 19-1002009 Amendment No.: 4

Contract Class: Payable Department: Transit

Vendor No.: 02624 Vendor Name: Paragon Partners Consultants, Inc.

Description: 18-1001924 Epic Land Solutions, 19-1002007 Bender Rosenthal & 19-0002008 Overland Pacific & Cutler

Dollar Amount

Original Contract	$	1,375,000.00	Original Contingency	$	-
Prior Amendments	$	2,928,800.00	Prior Amendments	$	-
Current Amendment	$	375,000.00	Current Amendment	$	-
Total/Revised Contract Value	**$**	**4,678,800.00**	**Total Contingency Value**	**$**	**-**
			Total Dollar Authority (Contract Value and Contingency)	**$**	**4,678,800.00**

Contract Authorization

Board of Directors Date: 07/02/2025 Board Item # 11762

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? No No Budget Adjustment

Federal/Local Professional Services (Non-A&E)

Accounts Payable

Estimated Start Date: 05/01/2019 Expiration Date: 06/30/2026 Revised Expiration Date:

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

	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding: $ 4,678,800.00	Total Contingency: $ -
GL:	6010	30	0315	0334	52001	42909014		Federal Land Sales	1,861,519.49	-
GL:	6010	30	0315	0334	52001	42909015		Local Land Sales	465,379.88	-
GL:	2130	30	0315	0334	52001	42107026		FTA SS/CIG	1,135,069.18	-
GL:	1040	30	0315	0360	52001	41200000		LTF - Rail	8,103.29	-
GL:	1040	30	0313	0360	52001	41200000		LTF - Rail	38,200.00	-
GL:	MULT	30	MULT	MULT	52001	MULTIPLE		MULTIPLE	1,170,528.16	-
GL:									-	-
GL:									-	-
GL:									-	-

Joy Buenaflor
Project Manager (Print Name)

Victor Lopez
Task Manager (Print Name)

Additional Notes:

Attachment: Contract 19-1002009 Amendment No. 4 Revised CSS (11762 : West Valley Connector - Program Budget Update and Contract

AMENDMENT NO. 4 TO CONTRACT NO. 19-1002009

FOR

ON-CALL RIGHT-OF-WAY

PARAGON PARTNERS CONSULTANTS, INC.

This AMENDMENT No. 4 to Contract No. 19-1002009 ("Contract") is made by and between San Bernardino County Transportation Authority ("SBCTA"), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715, and Paragon Partners Consultants, Inc. ("CONSULTANT"), whose address is 5660 Katella Ave., Suite 100 Cypress, California 90630, SBCTA and Consultant are each a "Party" and collectively "Parties".

RECITALS:

A. SBCTA, under Contract No. 19-1002009, engaged CONSULTANT to provide certain services related to On-Call Right-of-Way services ("Contract"); and

B. On April 27, 2022, the Parties amended the Contract (Assignment and Amendment No. 1) to assign the Contract from Paragon Partners, Ltd. to Paragon Partners Consultants, Inc., pursuant to Article 40 of the Contract, and to exercise SBCTA's option to extend the Contract for the first one-year option through May 1, 2023; and

C. On January 27, 2023, the Parties amended the Contract (Amendment No. 2) to add additional funding in the amount of $2,000,000.00 to this and the other identified On-Call Right-Of-Way Services contracts collectively, increasing the total amount to a not-to-exceed amount of Seven Million Five Hundred Thousand ($7,500,000.00), and to extend the Contract period of performance through June 30, 2026, with two optional one-year extensions; and

D. On May 29, 2024, the Parties amended the Contract (Amendment No. 3) to add additional funding in the amount of $2,000,000.00 to this and the other identified On-Call Right-Of-Way Services contracts collectively, increasing the total amount to a not-to-exceed amount of Nine Million Five Hundred Thousand ($9,500,000.00); and

E. The Parties desire to amend the Contract to add additional funding in the amount of $1,500,000 to this and the other identified On-Call Right-of-Way Services contracts collectively, increasing the total amount to a not-to-exceed amount of Eleven Million ($11,000,000).

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

1. ARTICLE 4.16 COMPENSATION, is deleted and replaced in its entirety to read as follows:

"The total amount payable by SBCTA for all Contract Task Orders resulting from the following Contracts--Epic Land Solutions, LLC (18-1001924), Bender, Rosenthal Inc. (19-1002007), Overland, Pacific & Cutler, LLC (19-1002008), and Paragon Partners Consultants, Inc. (19-1002009) shall not exceed $11,000,000. It is understood and agreed

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Attachment: Contract 19-1002009 Amendment No. 4 Paragon Partners Consultants Inc (11762 : West Valley Connector - Program Budget

that there is no guarantee, either expressed or implied, that this dollar amount will be authorized under this Contract through Contract Task Orders."

2. The Recitals set forth above are incorporated herein by this reference.

3. Except as amended by Amendment No. 4, all other provisions of the Contract, and Amendments thereto, shall remain in full force and effect and are incorporated herein by this reference.

4. This Amendment No. 4 is effective upon execution by SBCTA.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 4 below.

PARAGON PARTNERS CONSULTANTS, INC.

By: _____
Neilia LaValle
Chief Executive Officer

Date: _____

By: _____
Kevin Romito
Chief Financial Officer

Date: _____

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
Rick Denison
Board President

Date: _____

APPROVED AS TO FORM:

By: _____
Julianna K. Tillquist
General Counsel

CONCURRENCE:

By: _____
Alicia J. Bullock
Procurement Manager

DRAFT

Attachment: Contract 19-1002009 Amendment No. 4 Paragon Partners Consultants Inc (11762 : West Valley Connector - Program Budget

Minute Action

AGENDA ITEM: 25

Date: July 2, 2025

Subject:
Ontario International Airport Connector Project Update

Recommendation:
Receive and file an update on the Ontario International Airport Connector Project.

Background:
The Ontario International Airport (ONT) Connector Project (Project) will provide new passenger service between the Rancho Cucamonga Metrolink Station (Cucamonga Station) and ONT utilizing fully autonomous, all-electric, rubber-tired transit vehicles. The proposed Project includes the construction of a 4.2-mile-long transit service tunnel, stations to serve the Cucamonga Station and ONT Terminal; a maintenance and storage facility to store and maintain vehicles; and an emergency access and ventilation shaft to provide a means of emergency passenger egress and first responder access. This new connection will increase mobility and connectivity for transit patrons, improve access to existing transportation services, provide a connection to future Brightline West service to/from ONT, and support the deployment of clean, emerging technology for transit opportunities between the Cucamonga Station and ONT.

The Project offers multifaceted benefits, positioning the Inland Empire as a key technology, transportation, and economic hub, which include:

- **Technical Innovation-Autonomous Transit:** The ONT Connector will deploy autonomous electric transit vehicles, providing on-demand service meeting all connection needs. This system ensures seamless connectivity to the ONT, reducing reliance on personal vehicles and enhancing first/last-mile solutions.
- **ONT and Regional Attractions:** The Project provides an environmentally friendly direct airport connection. ONT is one of the nation's fastest-growing passenger airports, currently serving over 7 million passengers annually and projected to reach 30 million by 2045.
- **Metrolink Integration:** The Cucamonga Station is one of the most utilized stations on the highest ridership Metrolink line, the San Bernardino Line (SBL). The SBL is scheduled to offer 30-minute weekday bi-directional service between Los Angeles and Redlands starting in 2028.
- **Integration with Brightline West High-Speed Rail:** The Project seamlessly connects to the Brightline West service, a $12 billion initiative linking Las Vegas to Rancho Cucamonga, including important stops in the High Desert. Expected to serve over 13 million one-way passengers annually, Brightline West will provide a 2-hour, 200-mph trip from Las Vegas, offering a faster, eco-friendly alternative to the 4-hour drive. Brightline will also provide a local rail service from Hesperia to Cucamonga Station, a critical connection between San Bernardino Valley and the High Desert. The Project will provide the final direct link to ONT for High Desert residents and businesses.

The environmental clearance was completed in April 2025 and the Project is currently in the Design-Build (DB) contract procurement phase. On July 3, 2024, the San Bernardino County Transportation Authority Board of Directors (Board) approved moving forward with the procurement process by shortlisting two DB firms, ONTheMove Joint Venture and Ontario Tunnel Constructors, and three Operating System Providers (OPS), Glydways, Inc., Oceaneering International, Inc., and Ohmio, Inc. However, on March 18, 2025, Oceaneering International, Inc. provided written notice formally withdrawing from the procurement process, leaving two shortlisted OSP teams, which have now teamed up with one of the DB teams. The proposal submittal date is scheduled for September 30, 2025 with the evaluation process being completed in time for a recommendation to award the DB contract and a separate OSP contract in December 2025. The overall program schedule milestones include:

- Environmental Clearance: Completed April 2025
- DB Bids Due: September 30, 2025
- DB Contract Award: December 3, 2025
- Final Design: 2026-2027
- Construction: 2027-2031 (pending funding availability)
- Operations: 2031 (pending funding availability)

Closing the funding gap is the critical path activity, meaning it will drive the project schedule. The major milestone schedule shown above is subject to adjustments based on grant cycles and closing the funding gap. As previously discussed with the Board, the DB contract includes multiple "notices to proceed" to allow the advancement of the final design while funding is still being secured.

On February 5, 2025, the Board approved the 2025 update to the 10-Year Delivery Plan, which included the latest project estimate at $696 million with an unfunded need of $483 million. Project development costs to date are approximately $20 million, which includes conceptual engineering, environmental clearance, grant applications, and, expenditures related to the ongoing procurement process. The current funding approved for the Project is noted below:

Table 1. Current Funding Plan

Source	Type	Amount (thousands)
FTA 5307	Federal	$ 21,000
Congestion Mitigation and Air Quality (CMAQ)	Federal	$ 1,980
Low Carbon Transit Operations Program (LCTOP)	State	$2,000
Rail Assets	Local	$980
State Transit Assistance (STA)	Local	$55,862
Local Transportation Funds (LTF)	Local	$131,491
	Sub-total	$213,313
	Current Funding Gap	$482,678

Closing the funding gap requires substantial State and Federal funding from highly competitive grant programs. In July 2024, the Board approved proceeding with submitting grant applications as needed to continue to close the funding gap. The following grant applications have been submitted, and grant awards are expected to be announced in the summer of 2025:

- State-Solutions for Congested Corridors Program (SCCP): $80 million
- Federal-Better Utilizing Investments to Leverage Development (BUILD): $25 million

The strategy to close the funding gap includes submitting applications for the State Transit and Intercity Rail Capital Program and the Federal Transit Administration Capital Investment Grants program. Both programs are highly competitive and the amounts requested will be determined based on the outcome of the BUILD and SCCP grant awards.

Delivering large capital projects requires the project delivery team to identify, monitor, and mitigate project risks in order to minimize impacts on the overall Project. Some of the major Project risks that have the potential to impact the Project scope, costs, and schedule include:

- *Cost:* Potential increases to overall cost due to unforeseen construction challenges and uncertain economic conditions.
- *Funding Uncertainty:* A large funding gap requires substantial Federal and State grant funding, which introduces risks associated with grant cycles and political priorities, potentially delaying the Project if funding is not secured.
- *Technology and Regulatory Approvals*: The use of autonomous vehicles for a public transit service in an underground tunnel is a new application that requires robust testing to ensure safety and reliability.
- *Coordination with Other Construction Projects*: At this time, it is expected that Brightline West construction will precede ONT Connector construction; however, there could be some overlapping activities towards the end of construction at Cucamonga Station, which increases construction coordination and complexity. ONT is in the process of developing a central terminal design, which will require close coordination. The final location of the ONT station must be known by December 2025, and to mitigate cost and schedule impacts, it should be largely consistent with the conceptual plan location.

In 2014, SBCTA studied various options for a direct connection between the Metrolink SBL and ONT. These included traditional Metrolink service, Arrow Service, light rail/Gold Line, and bus shuttle. The study was conducted before the viability of dedicated autonomous services was introduced as another practicable alternative. The cost estimates for the rail options ranged from $600 million to $776 million in 2014 dollars. They would be substantially more in today's dollars, in the range of $900 million to $1.2 billion, and have a greater impact on private property than the ONT Connector. They would also have congestion impacts at the rail/road interfaces unless costly grade separations were constructed. Connecting to ONT from Cucamonga Station serves the communities throughout the San Bernardino Valley, on or near the Metrolink SBL, both east and west of ONT. With the introduction of local rail service from Brightline West, the High Desert will also be served.

Financial Impact:
This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026.

Reviewed By:
This item was received by the Transit Committee on June 12, 2025.

Responsible Staff:
Victor Lopez, Director of Transit & Rail Programs

Approved
Board of Directors
Date: July 2, 2025

Witnessed By:

Minute Action

AGENDA ITEM: 26

Date: July 2, 2025

Subject:
Federal Compliance Update

Recommendation:
That the Board, acting as the San Bernardino Council of Governments (SBCOG):

A. Receive a report on discussions with the SBCOG Ad Hoc Committee regarding recent Federal mandates.

B. Direct staff to update program and document information to avoid conflict with recent Federal mandates.

Background:
In late April 2025, the Federal Transit Administration (FTA) sent a letter to recipients of FTA funds. The Master Agreement language was revised to mandate compliance with recent Executive Orders regarding Diversity, Equity, and Inclusion (DEI) policies. The FTA letter and revised Master Agreement reflect the current Secretary of Transportation's approach to implementing the Federal Transportation Program. The Federal Railroad Administration has added similar language to recent drafts of the Rebuilding American Infrastructure with Sustainability and Equity Grant for the construction of two Brightline West stations in the Victor Valley. As a direct recipient of Federal funds, both by formula and grant award, as well as a sub-recipient of Federal funds, the United States Department of Transportation requires certification of compliance with the DEI Executive Orders. This direction was broadly distributed to all recipients, and compliance requirements are being written into the funding agreements compelling certifications by recipients to comply with the Executive Orders.

On May 15, 2025, staff met with the San Bernardino Council of Governments (SBCOG) Ad Hoc Committee, provided an update on the federal requirements, and requested guidance on how to proceed with the Engagement Framework in light of the Federal guidance. On June 11, 2025, staff shared the SBCOG Ad Hoc's guidance with the General Policy Committee, which in turn is recommending the Board of Directors direct staff to update program and document information to avoid conflict with recent Federal mandates.

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

Reviewed By:
This item was reviewed and unanimously recommended for approval by the General Policy Committee on June 11, 2025. SBCTA General Counsel has reviewed this item.

Responsible Staff:
Monique Reza-Arellano, Chief of COG and Equity Programs

Approved
Board of Directors
Date: July 2, 2025

Witnessed By:

Minute Action

AGENDA ITEM: 27

Date: July 2, 2025

Subject:
Smart County Master Plan Update

Recommendation:
Receive a status update on the Smart County Master Plan and the path forward for initiating implementation.

Background:
The Smart County Master Plan (SCMP) has been moving forward since January 2023. Extensive outreach occurred throughout the project, and direction was received from the San Bernardino Council of Governments (SBCOG) Ad Hoc Committee, the Board of Directors (Board), the City/County Manager's Technical Advisory Committee, and the Information Technology Working Group. SBCOG staff and consultant completed a draft of the SCMP in December 2024. The SCMP is envisioned to be a guide for identifying and prioritizing projects that improve the infrastructure and telecommunications in the region. The SCMP was developed in two phases: the Early Action Plan and the full Master Plan.

SBCOG initiated the SCMP to align technology investments and actions in the County of San Bernardino with the region's overall objectives. It prioritizes investments in public safety and transportation and bridging the digital divide based on guidance from local member agencies looking to support governmental efficiency and increased commercial activity. To accomplish this, the SCMP recommended seven strategies to set the stage for a safer, more efficient, and better-connected County of San Bernardino. The seven strategies, all grounded in previously proven and field-deployed technologies are recommended in varying configurations in each of the four subregions: West Valley, East Valley, Low Desert, and High Desert.

A set of toolkits that aligned with the proposed strategies were developed. The toolkits support local agencies in developing or furthering their programs in those areas. Four of the strategies (alternative fuel vehicles, unmanned aircraft system operations, data governance and sharing, and joint operations) are overarching strategies. The associated toolkit can be used for these strategies to advance specific projects. Specific deployment locations were prioritized based on several factors for the other three strategies (smart intersections, smart corridors, and broadband enhancements). The locations identified address needs in each of the four subregions.

Each of the seven strategies is mapped to the primary next steps, which target outcomes that each will address, along with suggested performance metrics. The next steps are designed to address goals/target outcomes identified during the early planning process, including 1) efficiency and responsiveness, 2) clean and sustainable transportation, 3) improved quality of life, and 4) support of a new narrative focused on innovation and opportunity. Each strategy addresses at least two, and often four, of the identified target outcomes.

In addition to the "Next Steps," performance metrics are also identified, as well as the roles and responsibilities designating which agency would be responsible, supporting, or informed of the task. A schedule for task implementation is also included, along with cost estimates to guide projects and grant funding opportunities.

After completing the SCMP, it was determined that there was a project savings of approximately $226,500. San Bernardino County funded the SCMP and was interested in the implementation of some initiatives identified within the plan with the remaining balance. SBCOG worked with the

San Bernardino County Chief Administrative Office, the Office of Emergency Services (OES), the San Bernardino County Fire, and the Consolidated Fire Agencies (CONFIRE) to create a Scope of Work to complete two tasks.

The first task identified in Amendment No. 1 for the SCMP is focused on helping Computer-Aided Dispatch (CAD) systems talk to one another, referred to as CAD-to-CAD systems. The CAD-to-CAD Program (Program) is spearheaded by CONFIRE to implement seamless computer-aided dispatch across jurisdictions within the County of San Bernardino and, ultimately, with neighboring agencies.

The deliverables will provide a plan for CAD connections to agencies that include regional and local fire agencies, the Inland County Emergency Management Agency, the OES, regional and local law enforcement, and others. The program aims to establish a fully integrated and interoperable dispatch system among emergency medical services, regional and local fire and law enforcement, and other agencies, thereby enhancing emergency response coordination and efficiency across jurisdictions. As CAD-to-CAD currently exists within CONFIRE, the question of which agency is the appropriate program manager has arisen. This analysis will be undertaken to identify the correct entity under which CAD-to-CAD should be managed.

Task two will be a Remote Connectivity Concept for Emergency Communications for the general public. The San Bernardino County Transportation Authority completed the dismantling of the Motorist Aid Call Box System by the end of June 2025. While cell signal coverage has steadily improved over the last decade, there are potential areas of poor cell coverage on several state or county highways and in certain recreational areas in the County of San Bernardino that could benefit from an alternate method of emergency access. This task aims to evaluate cost-effective and secure connectivity solutions to address gaps in cell coverage on San Bernardino highways, ensuring robust emergency access in underserved areas. A report will be prepared to identify such areas and different options for maintaining connectivity (Starlink, satellite phone, boost of signals by current cell network providers, etc.), including measures for the prevention of theft, abuse, and vandalism.

Task 1 will receive the bulk of the additional funding, to be completed by December 31, 2026. Task 2 will have a target completion date of December 31, 2025. The consultant team is currently moving forward with the scope for this amendment. Staff will return to this body with updates on progress at primary milestones and at critical decision points.

Financial Impact:
This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026.

Reviewed By:
This item was reviewed by the City/County Manager's Technical Advisory Committee on June 5, 2025 and the General Policy Committee on June 11, 2025.

Responsible Staff:
Monique Reza-Arellano, Chief of COG and Equity Programs

Approved
Board of Directors
Date: July 2, 2025

Witnessed By:

Minute Action

AGENDA ITEM: 28

Date: July 2, 2025

Subject:
San Bernardino County Transportation Authority Federal Fiscal Year 2026/2027 and 2027/2028 Congestion Mitigation and Air Quality and Surface Transportation Block Grant Program Project Nomination List

Recommendation:
That the Board, acting as the San Bernardino County Transportation Authority:

Approve the Federal Fiscal Year (FY) 2026/2027 and FY 2027/2028 Congestion Mitigation and Air Quality and Surface Transportation Block Grant Program Project Nomination List for the Southern California Association of Governments Call for Projects.

Background:
The Southern California Association of Governments (SCAG) issued a SCAG Region Congestion Mitigation and Air Quality (CMAQ) and Surface Transportation Block Grant (STBG) Program Call for Project Nominations on March 31, 2025. Per the SCAG STBG/CMAQ Program Guidelines (Guidelines), all project nominations were due to the County Transportation Commission (CTC) on May 16, 2025, by 5:00 pm. The CTCs are responsible for the initial review and ranking of all project nominations.

The ranking given to all project nominations by the CTCs is determined by a Project Prioritization Framework (Framework). The SCAG Guidelines required CTCs, such as the San Bernardino County Transportation Authority (SBCTA), in the SCAG region to create a Framework that will assign a ranking for project nominations in their respective counties before applications are submitted to the SCAG for regional evaluation and project selection. The Framework (Attachment 1) was approved by the SBCTA Board of Directors (Board) on March 5, 2025, and was subsequently distributed to all eligible agencies within the County of San Bernardino.

It should be noted that this is not a new source of funding for the SBCTA, but the process of obtaining these CMAQ and STBG funds has changed. Whereas the SBCTA previously received a formula share of funds for allocation to projects that the SBCTA selected, the projects must now be selected by the SCAG. The Framework used to score project nominations is consistent with current Board-approved policies and was developed with the intention of prioritizing the projects that would have been recommended to the SBCTA Board if the SBCTA had retained allocation authority over these funds. These priorities would include programs such as rideshare, bus purchases, transit capital, the freeway program in the Valley Subarea, and the public share of, or contributions to, Major Local Highway Projects Program projects in the Mountain/Desert Subareas. The CMAQ and STBG have been critical in SBCTA's ability to deliver projects throughout the County of San Bernardino, particularly in the Mountain/Desert Subareas, where Measure I funding is limited.

The SBCTA staff received project nominations on May 16, 2025, and used the Board-approved Framework to evaluate and score applications. Through the Framework, applications can receive a maximum score of 100 points. The points assigned through this review determine which SCAG CTC Prioritization Category the projects fall under (Highly Recommended, Recommended, Contingency List, or Not Recommended).

The Prioritization Category given is determined by the table below:
Entity: San Bernardino County Transportation Authority

SBCTA Scoring Matrix	Prioritization Category	SCAG Point Assignment
80-100 points	Highly Recommended	50
60-79 points	Recommended	40
40-59 points	Contingency List	20
0-39 points	Not Recommended	0

There were 23 project nominations submitted for evaluation in San Bernardino County. Of the 23 project nominations, three projects were given a score below 40 points, resulting in a Prioritization Category of "Not Recommended." From the 23 total project nominations, 20 projects received scores of 80 points or above, resulting in a Prioritization Category of "Highly recommended."

Per the Program Guidelines, the CTCs must submit all project prioritization packages to the SCAG for evaluation and project selection by August 1, 2025, and shall include the following:

- **County Transportation Commission Project Nomination List**:
  Complete list of eligible project nominations received for STBG and/or CMAQ funds, identifying the CTC prioritization designation according to the approved Project Prioritization Framework.
- **CEO or Governing Board Approval**:
  Letter from the CTC's CEO or documentation of the Governing Board approving the project nomination list in accordance with the approved Project Prioritization Framework.
- **Outreach Documentation**:
  Materials verifying CTC compliance with outreach requirements for Project Prioritization Framework.

Therefore, staff recommends approval of the attached project nomination list (Attachment 2) to facilitate the submittal of the project prioritization package to the SCAG by the August 1, 2025 deadline. Note that while the project list will not change, the amounts requested are subject to final eligibility and accuracy review. **As noted at the General Policy Committee meeting, the Baker Bridge Project has been recommended for competitive funding from the Trade Corridor Enhancement Program. If the award is approved, the application for STBG will be withdrawn, and the funding request for I-10 Contract 2B will be increased accordingly to reduce future Measure I Freeway Program bonding costs.**

Financial Impact:
This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026.

Reviewed By:
This item was reviewed and unanimously recommended for approval by the General Policy Committee on June 11, 2025.

Responsible Staff:
Jamie Carone, Management Analyst III

Approved
Board of Directors
Date: July 2, 2025

Witnessed By:

SBCTA Project Prioritization Framework
SCAG STBG/CMAQ Call for Project Nominations
Fiscal Years 2026/2027-2027/2028

The Southern California Association of Governments (SCAG) intends to issue a SCAG Region Congestion Mitigation and Air Quality (CMAQ) and Surface Transportation Block Grant (STBG) Program Call for Project Nominations on March 31, 2025. Agencies eligible to apply for STBG and CMAQ funding in San Bernardino County are generally limited to the 25 local government agencies in San Bernardino County (cities, towns, and San Bernardino County), the six transit agencies (Omnitrans, Basin Transit, Mountain Transit, Needles Transit, Victor Valley Transit Authority, and Southern California Regional Rail Authority (in partnership with San Bernardino County Transportation Authority (SBCTA), federally recognized tribal governments in San Bernardino County, the California Department of Transportation (Caltrans), and SBCTA. Additionally, though an existing federal-aid master agreement is not required to apply, implementing agencies that are eligible for a federal-aid master agreement with Caltrans may apply but are required to have a master agreement in place prior to having awarded funds programmed in the Federal Transportation Improvement Program.

The SCAG guidelines require county transportation commissions (CTC), such as SBCTA, in the SCAG region to create a Project Prioritization Framework that will provide a ranking for project nominations in their respective counties before applications are submitted to SCAG for regional evaluation and project selection.

Through SBCTA's Project Prioritization Framework, applications can receive a maximum score of 100 points. The points assigned through SBCTA's review will determine which SCAG CTC Prioritization Category the project falls under (Highly Recommended, Recommended, Contingency List, or Not Recommended).

SBCTA's proposed Project Prioritization Framework will assign a point value to applications according to the scoring matrix contained in Table 1 on the following page. That scoring will result in the SBCTA prioritization category, which will be used as one of the scoring criteria in SCAG's review process. SCAG will assign a point value, as shown below, for each CTC Prioritization Category during their application review. The maximum points a project can receive with the other SCAG criteria are 110 for CMAQ projects and 100 for STBG projects.

SBCTA Scoring Matrix	Prioritization Category	SCAG Point Assignment
80-100 points	Highly Recommended	50
60-79 points	Recommended	40
40-59 points	Contingency List	20
0-39 points	Not Recommended	0

Attachment: Attachment 1 - SBCTA Project Prioritization Framework [Revision 1] (11734 : SBCTA FFY 2026/2027 and 2027/2028 CMAQ and

Table 1. SBCTA Project Prioritization Framework Scoring Matrix

Category	Criteria	Points
Project	Project meets at least one of the following criteria: • Project is in the SBCTA 10-Year Delivery Plan • Project is consistent with SBCTA Board-approved priorities • Project is consistent with the SBCTA Zero-Emission Bus Roll-out Plan	70
	Projects in the SBCTA Board-approved Regional/Interregional Project Prioritization	40
	Projects that do not meet any of the above criteria but are consistent with Board Policy	20
	Projects that are not consistent with Board-approved policies	0
Community Engagement	Agency demonstrates public outreach concerning project through public meetings or hearings, workshops, community endorsements, etc.	10
	Agency does not demonstrate community/stakeholder engagement	0
Deliverability	Agency is experienced in delivering federal projects and presents a reasonable schedule for the term of funding availability	20
	Agency lacks experience in delivering federal projects or schedule presents risks to delivery	10
	Schedule is beyond the term of the call for projects	0*

***Projects that receive 0 points in this category will not be recommended**

Attachment: Attachment 1 - SBCTA Project Prioritization Framework [Revision 1] (11734 : SBCTA FFY 2026/2027 and 2027/2028 CMAQ and

ATTACHMENT 2

SBCTA PROJECT NOMINATION LIST
SCAG Fiscal Year 2026/2027 and 2027/2028 CMAQ and STBG Call for Project Nominations

Agency	Project Title	Total Cost	CMAQ Request*	STBG Request*	Project	Community Engagement	Deliverability	Rating	Category
Basin Transit	FFY27 Clean Fleet Expansion: Adding One CNG Transit Vehicle to Meet Growing Demand	$209,664	$185,616		70	10	20	100	Highly Recommended
Basin Transit	FFY27 Clean Fleet Renewal: Replacing Three Aging Transit Vehicles for Safer, Greener Mobility	$753,246	$666,849		70	10	20	100	Highly Recommended
Basin Transit	FFY28 Greener Mobility: Expanding Demand Response with Clean CNG Transit	$440,295	$362,182		70	10	20	100	Highly Recommended
Basin Transit	FFY28 Investing in Access: One Vehicle Replacement for Safer, Sustainable Transit	$263,636	$233,397		70	10	20	100	Highly Recommended
San Bernardino County	Baker Blvd Bridge Replacement	$29,795,000		$15,165,000	70	10	20	100	Highly Recommended
SBCTA	I-10 Corridor Freight and Managed Lane Project (Contract 2B)	$531,032,000		$45,000,000	70	10	20	100	Highly Recommended
SBCTA	State Route (SR) 62 Operational and Channelization Project	$41,700,000		$3,983,850	70	10	20	100	Highly Recommended
SBCTA	Transportation Demand Management/Rideshare Program Implementation	$3,700,000	$3,700,000		70	10	20	100	Highly Recommended
Apple Valley	Yucca Loma Road Rehab and Widening Rincon Road to Navajo Road	$13,864,000		$5,841,000	70	0	20	90	Highly Recommended
Mountain Transit	Electric Cutaway Bus Replacements	$3,572,000	$3,572,000		70	0	20	90	Highly Recommended
Needles	The River Road & River Street Rehabilitation Project	$2,801,000		$2,801,000	70	0	20	90	Highly Recommended
Omnitrans	Buses-Replacement-Alternative Fuel	$20,260,440	$20,260,440		70	0	20	90	Highly Recommended
Omnitrans	Buses-Replacement-Alternative Fuel	$24,957,404	$24,957,404		70	0	20	90	Highly Recommended
Omnitrans	Less-than-30-Foot Vehicles-Replacement	$2,185,048	$2,185,048		70	0	20	90	Highly Recommended
Omnitrans	Less-than-30-Foot Vehicles-Replacement	$2,109,120	$2,109,120		70	0	20	90	Highly Recommended
Omnitrans	Maintenance/Storage Facility-Upgrade	$4,000,000	$4,000,000		70	0	20	90	Highly Recommended
Victor Valley Transit Authority	Fuel Cell Electric Bus Purchase	$7,751,000	$6,616,000		70	0	20	90	Highly Recommended
Victorville	Mojave Drive Street Improvements	$8,875,000		$4,370,000	70	10	10	90	Highly Recommended
San Bernardino County	National Trails Highway Bridges Replacement Project Phase 3	$17,700,000		$3,150,000	70	0	10	80	Highly Recommended
San Bernardino County	US 95 Havasu Lake Road Intersection Improv	$1,204,000		$788,000	70	0	10	80	Highly Recommended
Chino Hills	EV Infrastructure and Fleet Replacement Project	$8,218,000	$7,274,000		0	0	20	20	Not Recommended
Highland	Greenspot Road Complete Streets Project	$5,050,000		$5,050,000	0	0	10	10	Not Recommended
San Bernardino County	Del Rosa Sidewalk Project	$1,220,000		$1,220,000	0	0	10	10	Not Recommended
	TOTAL	$731,660,853	$76,122,056	$87,368,850					
	TOTAL RECOMMENDED		$68,848,056	$81,098,850					

* amounts are subject to eligibility determination and may change

Attachment: Attachment 2 - STBG CMAQ Project Nomination List (11734 : SBCTA FFY 2026/2027 and

Minute Action

AGENDA ITEM: 29

Date: July 2, 2025

Subject:
Capital Project Needs Analysis Submittals and Funding Allocations for the Measure I Valley Major Street Program/Arterial Sub-Program for Fiscal Year 2025/2026

Recommendation:
That the Board, acting as the San Bernardino County Transportation Authority:

Approve the Project List for the Measure I Valley Major Street Program/Arterial Sub-program allocations for Fiscal Year 2025/2026.

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

Additionally, as required by policy, Valley jurisdictions must prepare, adopt, and annually submit to SBCTA by September 30th, their Capital Project Needs Analysis (CPNA), a list of projects for which they plan to request reimbursement of the public share in the next five years, as shown in Attachment A. Projects listed in the first two years or shown as having any unreimbursed expenditures from prior years are eligible for reimbursement in Fiscal Year (FY) 2025/2026. Besides identifying the need for Measure I funds by project phase, the complete submittal also lists other anticipated funding sources, including the required development mitigation fair share funds.

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

The Arterial Sub-program current year funding allocations were approved by the Board on April 2, 2025, as part of the FY 2025/2026 Budget planning process. Attachment B shows the Board-approved total allocations to date, project reimbursements to date, and arterial funds identified as collateral for development share term loans. Since FY 2021/2022, adjustments have been made to each city's share over a 15-year period to achieve fair share equity between actual program revenue and approved allocations among jurisdictions. Also listed as additional information is the total of each agency's five-year CPNA need for funds and whether they have a Board-approved five-year advance. Based on the submittals, additional cities may need five-year

advances in order to complete their projects, but these would be presented to the Board at a future date as needed.

Financial Impact:
The adopted Budget for Fiscal Year 2025/2026 includes sufficient Valley Arterial Sub-Program funds for new and ongoing projects to support this allocation in Program 50, Fund Administration.

Reviewed By:
This item was reviewed and recommended for approval (19-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on June 12, 2025.

Responsible Staff:
Marc Lucius, Management Analyst II

ATTACHMENT A

CAPITAL PROJECT NEEDS ANALYSIS

VALLEY ARTERIAL SUB-PROGRAM - FY2025/2026 to FY2029/2030

Jurisdiction	Project	DEV LOAN?	5-YR Advance	Nexus Project Cost	Current Cost Estimate	MI Prior	MI FY 25/26	MI FY 26/27	MI FY 27/28	MI FY 28/29	MI FY 29/30	MI Future	MI Total
Chino	Widen Edison Ave from Central Ave to Euclid Ave from 4 to 6 lanes			12,407,000	16,200,000	2,000,000	0	0	0	0	0	0	**2,000,000**
	Widen Pine Ave from El Prado Rd to SR-71 from 2 to 4 lanes		Yes	39,292,000	74,000,000	1,833,830	1,724,000	10,483,187	8,638,983	0	0	0	**22,680,000**
	Widen Pine Avenue from Hellman Avnue to Euclid Avenue from 2 to 6 lanes			7,355,000	45,300,000	0	0	4,432,576	4,432,576	0	0	0	**8,865,152**
						3,833,830	**1,724,000**	**14,915,763**	**13,071,559**	**0**	**0**	**0**	**33,545,152**
Chino Hills	Widen Pine Ave from SR-71 to Chino Creek (north side only)			4,201,000	4,201,000	0	0	2,789,884	0	0	0	0	**2,789,884**
	Soquel Canyon Pkwy/Peyton Dr Connection - construct 2 lanes from Soqual Cyn Pkwy to Peyton Dr at Woodview Rd			16,000,000	16,000,000	0	0	253,834	0	0	0	0	**253,834**
						0	**0**	**3,043,718**	**0**	**0**	**0**	**0**	**3,043,718**
Colton	Improvement of La Cadena Dr from Rancho Ave to Iowa Split including bridge replacement at Santa Ana River			3,696,215	26,173,958	234,497	616,719	616,719	616,719	0	0	0	**2,084,654**
	Widen and realign Reche Cnyn Rd from Washington St (Hunts Ln) to City Limits from 2 to 4 lanes			6,782,000	5,669,970	50,754	44,556	180,954	180,954	180,954	0	0	**638,172**
	Widen Mount Vernon Ave Bridge over UPRR			4,800,000	17,662,602	315,199	533,699	533,699	533,699	0	0	0	**1,916,296**
						600,450	**1,194,974**	**1,331,372**	**1,331,372**	**180,954**	**0**	**0**	**4,639,122**
Fontana	Widen Sierra Ave from Summit Av to I-15 Widen from 2 to 6 lanes			12,857,000		95,139	0	0	0	0	0	0	**95,139**
	Widen Foothill Blvd from Hemlock to Almeria from 4 to 6 lanes			16,522,000		2,609,814	0	0	0	0	0	0	**2,609,814**
	Widen Sierra Ave from Foothill Blvd to Baseline Ave from 4 to 6 lanes			14,377,000	21,343,063	11,286,653	0	0	0	0	0	0	**11,286,653**
	Widen Slover Ave from Etiwanda Ave to 800' e/o Etiwanda from 2 to 4 lanes			9,643,000	13,147,629	5,563,638	0	0	0	0	0	0	**5,563,638**
	Citrus Avenue Widening at SR-210			1,195,000	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			5,625,000	1,950,000	1,302,865	0	0	0	0	0	0	**1,302,865**
	Widen Walnut Ave from I-15 to San Servaine from 2 to 4 lanes			5,806,000	1,950,000	1,345,235	0	0	0	0	0	0	**1,345,235**
	Intersection widening and traffic signal installation at Santa Ana Ave and Juniper Ave			12,857,000	870,000	590,730	0	0	0	0	0	0	**590,730**
	Widen Foothill Blvd from Citrus Ave to Maple Ave from 4 to 6 lanes.			11,601,000	21,608,343	230,860	0	0	0	0	0	0	**230,860**
						23,445,914	**0**	**0**	**0**	**0**	**0**	**0**	**23,445,914**
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**
	Widen San Bernardino Ave from Cherry Ave to Fontana City Limits from 2 to 4 lanes			16,000,000	15,599,600	121,464	1,728,537	6,949,185	0	0	0	0	**8,799,186**
						705,669	**1,728,537**	**6,949,185**	**0**	**0**	**0**	**5,803,765**	**15,187,156**
Grand Terrace	Extend Commerce Way from 900' n/o DeBerry Rd to Main St from 0 to 4 lanes			6,185,000		1,186,430	876,500	0	0	0	0	0	**2,062,930**
						1,186,430	**876,500**	**0**	**0**	**0**	**0**	**0**	**2,062,930**
Highland	SR-210 / Baseline Interchange - term loan; cash flow estimated by SBCTA	Yes		13,260,000	31,730,814	0	200,000	200,000	50,000	0	0	0	**450,000**
	Victoria Avenue Improvements Project			6,549,000	9,986,000	268,000	268,000	0	0	0	0	0	**536,000**
						268,000	**468,000**	**200,000**	**50,000**	**0**	**0**	**0**	**986,000**

Attachment: Attachment A - CPNA FY26-FY30 (11735 : CPNA Project List and Funding Allocation for

ATTACHMENT A

CAPITAL PROJECT NEEDS ANALYSIS

VALLEY ARTERIAL SUB-PROGRAM - FY2025/2026 to FY2029/2030

Jurisdiction	Project	DEV LOAN?	5-YR Advance	Nexus Project Cost	Current Cost Estimate	MI Prior	MI FY 25/26	MI FY 26/27	MI FY 27/28	MI FY 28/29	MI FY 29/30	MI Future	MI Total
Loma Linda	Intersection Improvements at Mound St and Anderson St			1,000,000	1,568,300	0	330,970	628,830	0	0	0	0	**959,800**
	Widen California St from Barton Rd to Redlands Blvd from 2 to 6 lanes			4,100,000	12,686,679	0	956,995	0	1,563,935	0	0	0	**2,520,931**
	Install traffic signal at Barton Rd & Benton St			235,632	242,112	0	0	148,172	0	0	0	0	**148,172**
						0	**1,287,965**	**777,002**	**1,563,935**	**0**	**0**	**0**	**3,628,903**
Montclair	I-10 / Monte Vista Ave interchange - term loan; cash flow estimated by SBCTA	Yes	Yes	32,219,539		0	1,990,241	0	0	0	0	0	**1,990,241**
						0	**1,990,241**	**0**	**0**	**0**	**0**	**0**	**1,990,241**
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 (Holt/Grove Intx)			50,898,000	9,143,990	2,681,592	2,116,294	0	0	0	0	0	**4,797,886**
	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	20,758,000	22,336,447	0	913,167	0	0	0	0	0	**913,167**
	Widen Grove Ave from I-10 to Holt Blvd from 4 to 6 lanes, Including W. Cuc. Creek Bridge			37,894,000	9,143,990	2,681,592	2,116,294	0	0	0	0	0	**4,797,886**
	Widen Holt Blvd from Benson Ave to Vineyard Ave from 4 to 6 lanes (Holt/Mtn Intx)			2,631,000	5,074,509	77,840	0	0	0	0	0	0	**77,840**
	Widen Mountain Ave from Sixth Street to s/o Holt Blvd			2,631,000	5,074,509	77,840	0	0	0	0	0	0	**77,840**
						7,153,835	**5,371,380**	**0**	**0**	**0**	**0**	**0**	**12,525,214**
Rancho Cucamonga	Widen Wilson Ave from East Ave to Wardman Bullock from 0 to 4 lanes			10,567,000	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			481,000	738,737	526,720	0	0	0	0	0	0	**526,720**
	Construct a Traffic Signal at the Intersection of Rochester and Jersey			481,000	738,737	526,720	0	0	0	0	0	0	**526,720**
	Widen Victoria Ave from EHS to I-15			554,000	412,341	293,999	0	0	0	0	0	0	**293,999**
	Construct a Traffic Signal at the Intersection of East and Miller			481,000	738,737	526,720	0	0	0	0	0	0	**526,720**
	Construct a Traffic Signal at the Intersection of 6th and Rochester			481,000	738,737	526,720	0	0	0	0	0	0	**526,720**
	Construct a Traffic Signal at the Intersection of Carnelian and Banyan			539,000	600,297	428,012	0	0	0	0	0	0	**428,012**
	Construct a Traffic Signal at the Intersection of 6th and Hellman			617,000	1,081,710	771,973	0	0	0	0	0	0	**771,973**
	Construct a Traffic Signal at the Intersection of 6th and Utica			539,000	595,946	424,910	0	0	0	0	0	0	**424,910**
						7,224,872	**0**	**0**	**0**	**0**	**0**	**0**	**7,224,872**
Redlands	Construct a Traffic Signal at the Intersection of Wabash Ave and Citrus Ave			870,000	870,000	0	0	0	92,280	576,750	0	0	**669,030**
	Construct a Traffic Signal at the Intersection of Wabash Ave and 5th Ave			885,000	885,000	0	0	0	0	96,125	584,440	0	**680,565**
	Construct a Traffic Signal at the Intersection of Dearborn St and Citrus Ave			800,000	800,000	0	0	76,900	538,300	0	0	0	**615,200**
	Widen Citrus Ave from Dearborn St to Wabash Ave from 2 to 4 lanes			1,500,000	1,500,000	0	1,153,500	0	0	0	0	0	**1,153,500**
						0	**1,153,500**	**76,900**	**630,580**	**672,875**	**584,440**	**0**	**3,118,295**

Attachment: Attachment A - CPNA FY26-FY30 (11735 : CPNA Project List and Funding Allocation for

ATTACHMENT A

CAPITAL PROJECT NEEDS ANALYSIS

VALLEY ARTERIAL SUB-PROGRAM - FY2025/2026 to FY2029/2030

Jurisdiction	Project	DEV LOAN?	5-YR Advance	Nexus Project Cost	Current Cost Estimate	MI Prior	MI FY 25/26	MI FY 26/27	MI FY 27/28	MI FY 28/29	MI FY 29/30	MI Future	MI Total
Rialto	Construct Pepper Ave from N. Terminus to Highland Ave to 4 lanes			25,098,000	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			1,505,000	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			792,000	888,254	524,958	0	0	0	0	0	0	**524,958**
	Widen Alder Ave from Baseline Rd to Renaissance Pkwy from 2 to 4 lanes			9,022,000	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			7,554,000	6,298,766	4,087,120	0	0	0	0	0	0	**4,087,120**
	Widen Cactus Ave from Valley Blvd to Foothill Blvd from 3 to 4 lanes			774,000	481,229	284,406	0	0	0	0	0	0	**284,406**
	Widen Randall Ave from Cactus Ave to Riverside Ave from 2 to 4 lanes			745,000	4,284,491	2,532,134	0	0	0	0	0	0	**2,532,134**
						24,021,264	**0**	**0**	**0**	**0**	**0**	**0**	**24,021,264**
San Bernardino, City of	Reconstruct Mt Vernon Bridge to 4 lanes (local match)		Yes	19,525,000	242,417,534	7,132,830	5,730,806	504,098	0	0	0	0	**13,367,734**
	Widen "H" St from Kendall Dr to 40th St from 2 to 4 lanes		Yes	7,500,000	7,500,000	77,188	0	0	0	0	0	0	**77,188**
	Widen State Street from 16th St to Baseline St from 0 to 4 lanes		Yes	8,479,000	9,000,000	4,541,832	0	0	0	0	0	0	**4,541,832**
	Widen 40th St from Acre Ln to Electric Ave from 2 to 4 lanes		Yes	8,500,000	8,500,000	35,009	0	0	866,560	3,380,000	0	0	**4,281,569**
						11,786,859	**5,730,806**	**504,098**	**866,560**	**3,380,000**	**0**	**0**	**22,268,323**
San Bernardino Sphere	Widen State Street from Adams St to Nolan St from 2 to 4 lanes			6,750,000	4,000,000	529,449	517,533	516,780	1,512,238	0	0	0	**3,076,000**
						529,449	**517,533**	**516,780**	**1,512,238**	**0**	**0**	**0**	**3,076,000**
Upland	Widen Arrow Hwy from County Line to Central Ave from 2 to 4 lanes			2,874,000	1,870,000	0	0	0	0	913,220	0	0	**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**
						432,543	**0**	**0**	**0**	**913,220**	**0**	**0**	**1,345,763**
Yucaipa	Widen 5th St from Yucaipa Bl to County Line Rd from 2 to 4 lanes		Yes	8,059,000	2,030,000	1,402,000	0	0	0	0	0	0	**1,402,000**
	Widen Ave E from 14th St to Bryant St from 2 lanes to 4 lanes		Yes	26,968,000	9,053,000	6,208,000	0	0	0	0	0	0	**6,208,000**
	Widen Calimesa Bl from Oak Glen Rd to County Line Rd from 2 to 4 lanes.		Yes	4,804,000	6,767,000	1,740,000	0	750,000	1,500,000	750,000	0	0	**4,740,000**
	Widen County Line Rd from I-10 to Calimesa Blvd from 2 to 4 lanes		Yes	699,000	10,002,000	6,869,000	0	0	0	0	0	0	**6,869,000**
	Widen Yucaipa Bl from I-10 to 15th St from 4 to 6 lanes		Yes	20,248,000	16,545,000	9,861,000	0	700,000	700,000	700,000	0	0	**11,961,000**
						26,080,000	**0**	**1,450,000**	**2,200,000**	**1,450,000**	**0**	**0**	**31,180,000**
Total						**$ 107,269,115**	**$ 22,043,436**	**$ 29,764,818**	**$ 21,226,244**	**$ 6,597,049**	**$ 584,440**	**$ 5,803,765**	**$ 193,288,867**

Attachment: Attachment A - CPNA FY26-FY30 (11735 : CPNA Project List and Funding Allocation for

ATTACHMENT B

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

	SHARES	ALLOCATIONS	BALANCES		SPECIAL ARRANGEMENTS		CPNA			
Jurisdiction	Current Equitable Share*	FY10/11 thru FY25/26	Reimbursements FY10/11 thru 5/5/25	Allocation Balance	Approved Advances @ 5/5/25	Term Loan Collateral @ 5/5/25	Balance PLUS Anticipated Revenue FY26/27 thru FY29/30	*Balance of Equitable Share Due in FY29/30*	Total "Needs" from CPNA FY25/26 thru FY29/30 (incl loan collateral)	Total "Needs" thru FY29/30 when limited by 5-yr rule thru FY34/35
Chino	7.591%	**$24,294,535**	**$298,946**	**$23,995,589**	**$12,747,348**		$33,598,578	*$708,207*	$33,545,152	$33,545,152
Chino Hills	2.194%	**$3,185,579**	**$0**	**$3,185,579**			$3,185,579	*-$1,174,460*	$3,043,718	$3,043,718
Colton	2.534%	**$8,590,874**	**$419,427**	**$8,171,446**			$11,524,614	*$412,341*	$4,639,122	$4,639,122
Fontana	19.400%	**$50,309,124**	**$17,365,322**	**$32,943,802**			$50,502,865	*-$8,197,661*	$23,445,914	$23,445,914
Grand Terrace	1.389%	**$4,709,047**	**$151,462**	**$4,557,585**			$6,395,608	*$226,023*	$2,062,930	$2,062,930
Highland	6.777%	**$22,903,499**	**$6,246,382**	**$16,657,117**		**$2,435,439**	$25,602,783	*$1,076,378*	$986,000	$986,000
Loma Linda	4.074%	**$13,811,846**	**$5,243,316**	**$8,568,530**			$13,959,534	*$662,936*	$3,628,903	$3,628,903
Montclair	0.597%	**$2,023,974**	**$1,913,734**	**$110,240**	**$1,078,732**	**$1,990,241**	$900,232	*$97,146*	$1,990,241	$997,378
Ontario	12.272%	**$41,605,052**	**$17,381,859**	**$24,223,192**	**$6,383,764**		$40,462,368	*$1,996,943*	$12,525,214	$12,525,214
Rancho Cucamonga	5.044%	**$13,870,311**	**$5,429,607**	**$8,440,705**			$13,614,013	*-$1,219,465*	$7,224,872	$7,224,872
Redlands	4.854%	**$16,456,235**	**$2,112,512**	**$14,343,723**			$20,766,878	*$789,860*	$3,118,295	$3,118,295
Rialto	3.831%	**$12,450,073**	**$11,055,088**	**$1,394,985**			$6,299,422	*$426,619*	$24,021,264	$13,305,052
San Bernardino	7.857%	**$26,637,132**	**$11,337,116**	**$15,300,016**	**$14,196,975**		$25,696,953	*$1,278,519*	$22,268,323	$22,268,323
Upland	2.743%	**$9,299,434**	**$3,158,457**	**$6,140,977**	**$2,029,872**		$9,770,708	*$446,351*	$1,345,763	$1,345,763
Yucaipa	5.965%	**$18,593,618**	**$15,585,426**	**$3,008,192**	**$9,682,601**		$10,401,757	*$374,710*	$31,180,000	$21,020,214
County	12.878%	**$43,659,539**	**$6,247,171**	**$37,412,368**			$54,453,446	*$2,095,554*	$18,263,156	$18,263,156
Arterial Allocation	100.000%	**$312,399,872**	**$103,945,826**	**$208,454,046**	**$46,119,292**	**$4,425,680**	**$327,135,338**	***$0***	**$193,288,867**	**$171,420,006**

Attachment: Attachment B - Arterial Program Summary (11735 : CPNA Project List and Funding

Minute Action

AGENDA ITEM: 30

Date: July 2, 2025

Subject:
Measure I 2025 Population Estimates

Recommendation:
That the Board, acting as the San Bernardino County Transportation Authority:

Adopt the 2025 Population Estimates in Attachment B for use in the allocation of Measure I Local Street Projects Program and Transportation Development Act funds, and in the apportionment of shares of certain State and Federal funds.

Background:
Allocation of Measure I revenue is estimated within the Transportation Expenditure Plan authorized by Ordinance No. 04-01, but funds are allocated by percentage of the actual revenue received. Population estimates for the cities and unincorporated territory within each Measure I Subarea are used in the allocation of Measure I Local Street Projects Program funds, commonly referred to as local pass-through funds. The Valley distribution formula for local pass-through funds is based strictly upon population, while the Mountain/Desert formula contains both population and point of generation components as detailed below:

San Bernardino Valley Subarea Expenditure Plan, Section F "Local Street Projects" states:

"Allocations to local jurisdictions shall be on a per capita basis using the most recent State Department of Finance (DOF) population estimates for January 1, with the County's portion based upon the unincorporated population in the Valley Subarea. Estimates of unincorporated population within the Valley Subarea shall be determined by the County Planning Department, reconciled with the State Department of Finance population estimate for January 1 of each year."

Mountain/Desert Expenditure Plan, Section C "Local Street Projects" Paragraph 2 states:

"…funds in the general Local Street Projects category shall be allocated to local jurisdictions based upon population (50 percent) and tax generation (50 percent). Population calculations shall be based upon the most current State Department of Finance estimates for January 1 of each year. Estimates of unincorporated population within each subarea shall be determined by the County Planning Department and reconciled with the State Department of Finance population estimates. Tax generation calculations shall be based upon State Board of Equalization data."

Additionally, San Bernardino County Transportation Authority (SBCTA) uses population as a factor in the allocation and/or apportionment of Transportation Development Act (TDA) funds (Local Transportation Fund and State Transit Assistance Fund) and for tracking the equitable distribution of certain State and Federal funds (Surface Transportation Program, Congestion Mitigation and Air Quality Improvement Program, State Transportation Improvement Program, Local Partnership Program, Federal Transit Administration Section 5311 Rural Grants, Senate Bill 1 State of Good Repair, Low Carbon Transit Operations Program, and most recently Senate Bill 125 funds).

The formulas are updated annually using the State DOF population estimates as of January 1 of each year. The DOF estimating process begins with a county estimate that is produced by using customary demographic data inputs (births, deaths, school enrollment, administrative data, etc.) and applying standard demographic methodology. Growth or decline at the local level

(city/unincorporated area) is estimated using data collected from local jurisdictions, mainly housing unit change and annexations, and group quarters changes (college dorms, prisons, military barracks, etc.) collected from a variety of government agencies and educational segments. That local estimate is then aligned to the county-level figure, which is based on changes in annual counts for births, deaths, school enrollment, migration, medical care enrollment data, and group quarters population. Once the DOF has the data necessary to produce the annual sub-county report, the DOF timeframe for actually calculating and producing the estimates is very limited due to the timing of the data collection (as it becomes available) and the statutory deadline that they are under. Additional information from the DOF website is included as Attachment A to this agenda item.

According to DOF, local agencies that have comments or feedback pertaining to a population estimate are encouraged to first contact their planning department, building department, or community development department locally to express their concerns. The housing unit changes that drive population estimates locally come directly from a survey completed by local planning, building, and community development departments. In the event that a number of housing units were not reported by the local jurisdiction, DOF can revise a previous year to include those units, given the proper documentation. This may result in a higher population for a previous year but does not directly impact current-year transportation funds to the jurisdiction for the current year.

The San Bernardino County Demographic Research Unit takes the DOF estimates and disaggregates the unincorporated population by Measure I Subarea based on building permit activity. Urban areas are defined by The California Department of Transportation using Urban Area Boundaries within the unincorporated areas. Both unincorporated and urban populations are adjusted to match the total population estimate provided by DOF for each unincorporated region.

The January 1, 2025 population estimates are recommended for approval and use in the allocation of Measure I Local Street Projects Program funds and the other TDA, State, and Federal funds. The 2025 population estimates (Attachment B) and the 2024 population estimates (Attachment C) are attached to this agenda item for comparison purposes. As there are no major changes in the population statistics, there should be no significant shift in Measure I fund allocations related to population. The distribution of Measure I funds will be adjusted retroactively to January 1, 2025, to reflect each jurisdiction's relative proportion of population within the Measure I Subarea.

This item has no direct impact on the SBCTA budget. The adopted population estimates are incorporated into the allocation formula for distribution to local jurisdictions.

Financial Impact:
This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026.

Reviewed By:
This item was reviewed and unanimously recommended for approval by the General Policy Committee on June 11, 2025.

Responsible Staff:
Marc Lucius, Management Analyst II

Approved
Board of Directors
Date: July 2, 2025

Witnessed By:

Attachment A

Department of Finance Population Estimate Methodology

Source: State of California, Department of Finance, May 1, 2025:
May 2025 Population Estimates Release (ca.gov)

Overview

California's population grew by 108,000 persons in calendar year 2024 to reach 39,529,000 people as of January 1st, 2025, according to new data reported today by the California Department of Finance.

These population estimates are produced annually by the California Department of Finance (Finance) for use by local areas to calculate their annual appropriations limit. The State Controller's Office uses Finance's estimates to update their population figures for distribution of state subventions to cities and counties, and to comply with various state codes. Additionally, estimates are used for research and planning purposes by federal, state, and local agencies, the academic community, and the private sector.

Changes to the housing stock are used in the preparation of the annual city population estimates. Estimated occupancy of housing units and the number of persons per household further determine population levels. Changes in city housing stock result from new construction, demolitions, housing unit conversions, and annexations. The sub-county population estimates are then adjusted to be consistent with independently produced county estimates.

Starting with this estimate, Finance has identified and incorporated additional immigration data sources, including backlog and immigration court outcomes from the Department of Justice and the Transactional Records Access Clearinghouse.

Comparing Census Bureau's recently released July 1, 2024 estimates with Finance's January 1, 2025 estimates should generally be avoided since they refer to different points in time. In addition, there are numerous differences between the two series including different assumptions regarding the effects of natural disasters, changes in migration patterns, and accelerating slowdown in births. All Finance population and housing estimates are benchmarked to a decennial census. The estimates in this report are benchmarked to the 2020 decennial census.

Related population reports are available on the Department's website:
http://www.dof.ca.gov/Forecasting/Demographics/

Contents

The report contains preliminary year-over-year January 2025 and revised January 2021 through January 2024 population data for California cities, counties, and the state. These estimates are based on information as of January 1, 2025, and therefore do not include data for the Los Angeles County wildfires later that month.

Methodology

City and Unincorporated Area Estimates. The Housing Unit Method (HUM) is used to estimate total and occupied housing units, household size, household population, and group quarters population. American Community Survey (ACS) data were used to distribute 2020 Census housing units into our standard housing types (single detached units, single attached units, two to four units, five plus or apartment units, and mobile homes). Housing units are estimated by adding new construction and annexations and subtracting demolitions, and adjusting for units lost or gained by conversions. Annual housing unit change data are supplied by local jurisdictions and the U.S. Census Bureau. Occupied housing units are estimated by applying a derived civilian vacancy rate to the estimated civilian housing units. Vacancy rates are based on 2020 Census benchmark data, adjusted to incorporate the directional

Attachment: Attachment A - Census Data Info (11733 : Measure I 2025 Population Estimates)

changes described by the latest available ACS data. Exact data on foreclosures or other housing market indicators are not reliably available to adjust vacancy rates and are not used.

Military occupied housing units are added to civilian occupied housing units to calculate total occupied housing units. Military surveys are used to track military changes including base realignments and closures. Household population estimates are derived by multiplying the number of occupied housing units by the current persons per household. The persons per household estimates are based on 2020 Census benchmark data and are adjusted by raking the current county population series into these estimates. The group quarters population is based on the Census Bureau's 2020 P.L.94-171 File counts on group quarters and annually adjusted using reported changes for group quarters by state, federal, and local agencies. The household and group quarters populations are summed to produce the initial city population estimates. These estimates are aligned to the county estimates described below.

State Estimate. The state population is estimated using the Driver License Address Change (DLAC) Method. This composite method separately estimates the population under age 18, 18 through 64, and 65 years and older. Administrative records such as births, deaths, driver license address changes, tax return data, Medicare and Medi-Cal enrollment, immigration reports, school enrollments, and group quarters population are among the data used in this method. All data used to develop these estimates are in summary tables and do not reveal the identity of any individual.

County Estimates. Most of county populations estimates result from averaging the first three methods below. We use a Vital Statistics Method in nine counties (Alpine, Calaveras, Inyo, Mariposa, Modoc, Sierra, Siskiyou, Trinity, and Tuolumne) with populations 65,000 or less.

DLAC Method. A modified version of the state Driver License Address Change (DLAC) method is used for counties. County proportions of the state total result from changes in county population values for births, deaths, school enrollment, foreign and domestic migration, medical care and medical aid enrollments, and group quarters population.

Ratio-Correlation Method. This method models changes in household population as a function of changes in the distributions of school enrollments, labor force, and housing units. Estimates of county group quarters are added.

Tax Return Method. County proportions are derived by the U.S. Census Bureau using matched federal income tax returns to estimate inter-county migration along with vital statistics, group quarters, and other information for the population aged 65 and over.

Vital Statistics Method. County population estimates result from changes in county population values for births, deaths, and group quarters population.

Data Considerations

Sources. Data used in estimation models come from administrative records of several state and federal government departments and agencies, and from the local jurisdictions for which Finance produces population estimates. Because timeliness and coverage in these series vary, corrections, smoothing, and other adjustments may be applied. Changes to 2020 P.L. 94-171 data in the classification of student housing on or near campus was necessary to remain consistent with the census group quarters definition. In only a few instances, some student housing (residence hall and apartment units) counted as household population in the census was redefined as group quarters student housing population. College dorm group quarters population is defined as student population living in residence halls and apartment units located on or near college campuses.

Suggested Citation

State of California, Department of Finance, E-1 Population Estimates for Cities, Counties and the State with Annual Percent Change — January 1, 2024 and 2025. Sacramento, California, May 2025.

Attachment: Attachment A - Census Data Info (11733 : Measure I 2025 Population Estimates)

Contact Information

For questions on the E-1, contact Doug Kuczynski, John Boyne, or Jordan Bruhn in the Demographic Research Unit at (916) 323-4086 or e-mail at ficalpop@dof.ca.gov.

Attachment: Attachment A - Census Data Info (11733 : Measure I 2025 Population Estimates)

MEASURE I 2025 POPULATION SUMMARY — ATTACHMENT B
PREPARED BY SAN BERNARDINO COUNTY PLANNING

PLANNING REGION	(1) DOF/CO 2025	(2) ADJUSTMENT	2025 TOTAL	PERCENT OF SUBAREA	PERCENT OF COUNTY TOTAL	POP CHANGE FROM 2024	%SUBAREA CHANGE FROM 2024
WEST VALLEY							
CHINO	95,506		95,506	5.98%	4.327%	2,921	0.11%
CHINO HILLS	77,314		77,314	4.84%	3.502%	900	0.00%
FONTANA	219,172		219,172	13.73%	9.929%	4,949	0.15%
MONTCLAIR	37,526		37,526	2.35%	1.700%	315	-0.01%
ONTARIO	184,404		184,404	11.55%	8.354%	3,180	0.06%
RANCHO CUCAMONGA	175,992		175,992	11.03%	7.973%	2,676	0.04%
UPLAND	79,140		79,140	4.96%	3.585%	855	-0.01%
UNINCORPORATED URBAN	42,809	(6)	42,809	2.68%	1.939%	(48)	-0.04%
UNINCORPORATED RURAL	1,782	(7)	1,782	0.11%	0.081%	10	0.00%
TOTAL WEST VALLEY			913,645	57.24%	41.390%	15,758	0.31%
EAST VALLEY							
COLTON	53,278		53,278	3.34%	2.414%	500	-0.01%
GRAND TERRACE	12,803		12,803	0.80%	0.580%	32	-0.01%
HIGHLAND	57,088		57,088	3.58%	2.586%	1,412	0.05%
LOMA LINDA	25,322		25,322	1.59%	1.147%	357	0.00%
REDLANDS	73,488		73,488	4.60%	3.329%	792	-0.01%
RIALTO	105,565		105,565	6.61%	4.782%	2,468	0.08%
SAN BERNARDINO	222,727		222,727	13.95%	10.090%	(3,814)	-0.41%
YUCAIPA	54,838		54,838	3.44%	2.484%	1,028	0.02%
UNINCORPORATED URBAN	76,232	(6)	76,232	4.78%	3.453%	446	-0.03%
UNINCORPORATED RURAL	1,134	(7)	1,134	0.07%	0.051%	7	0.00%
TOTAL EAST VALLEY			682,475	42.76%	30.917%	3,228	-0.31%
TOTAL VALLEY			1,596,120	100.00%	72.307%	18,986	0.01%
MOUNTAINS							
BIG BEAR LAKE	4,953		4,953	9.92%	0.224%	(5)	-0.06%
UNINCORPORATED URBAN	36,113	(6) (3)	36,113	72.33%	1.636%	211	0.05%
UNINCORPORATED RURAL	8,863	(7) (3)	8,863	17.75%	0.402%	52	0.01%
TOTAL MOUNTAINS			49,929	100.00%	2.262%	258	-0.02%
NORTH DESERT							
BARSTOW	24,811		24,811	42.63%	1.124%	142	0.00%
UNINCORPORATED URBAN	22,897	(6)	22,897	39.34%	1.037%	134	0.00%
UNINCORPORATED RURAL	10,495	(7)	10,495	18.03%	0.475%	61	0.00%
TOTAL NORTH DESERT			58,204	100.00%	2.637%	338	-0.02%

Attachment: Attachment B - 2025 Population Estimates (11733 : Measure I 2025 Population Estimates)

MEASURE I 2025 POPULATION SUMMARY — **ATTACHMENT B**
PREPARED BY SAN BERNARDINO COUNTY PLANNING

PLANNING REGION	(1) DOF/CO 2025	(2) ADJUSTMENT	2025 TOTAL	PERCENT OF SUBAREA	PERCENT OF COUNTY TOTAL	POP CHANGE FROM 2024	%SUBAREA CHANGE FROM 2024
COLORADO RIVER							
NEEDLES (RURAL)	4,791		4,791	68.83%	0.217%	22	-0.03%
UNINCORPORATED URBAN	0	(6)	0	0.00%	0.000%	0	0.00%
UNINCORPORATED RURAL	2,170	(7)	2,170	31.17%	0.098%	13	0.03%
TOTAL COLORADO RIVER			6,961	100.00%	0.315%	35	0.00%
MORONGO BASIN							
TWENTYNINE PALMS	24,257	(4)	24,257	34.22%	1.099%	(1,089)	-1.28%
YUCCA VALLEY	22,027		22,027	31.07%	0.998%	433	0.83%
UNINCORPORATED URBAN	7,774	(6)	7,774	10.97%	0.352%	46	0.14%
UNINCORPORATED RURAL	16,831	(7)	16,831	23.74%	0.762%	99	0.31%
TOTAL MORONGO BASIN			70,888	100.00%	3.211%	(512)	-0.06%
VICTOR VALLEY							
ADELANTO	37,150	(5)	37,150	8.73%	1.683%	1,019	0.10%
APPLE VALLEY	75,262	(5)	75,262	17.70%	3.409%	940	-0.07%
HESPERIA	101,792	(5)	101,792	23.93%	4.611%	1,705	0.01%
VICTORVILLE	141,013	(5)	141,013	33.15%	6.388%	2,811	0.13%
UNINCORPORATED URBAN	37,038	(6) (5)	37,038	8.71%	1.678%	217	-0.09%
UNINCORPORATED RURAL	33,067	(7) (5)	33,067	7.77%	1.498%	194	-0.08%
TOTAL VICTOR VALLEY			425,321	100.00%	19.268%	6,885	0.09%
TOTAL DESERT			561,374			6,746	
TOTAL MOUNTAIN/DESERT			611,303		27.693%	7,004	-0.01%
SUMMARY:							
TOTAL INCORPORATED	1,910,219		1,910,219		86.536%	24,549	0.09%
TOTAL UNINCORPORATED	297,205		297,205		13.464%	1,442	-0.09%
TOTAL COUNTY	2,207,424		2,207,424		100.000%	25,991	0.00%

(1) - CITY FIGURES FROM DOF JANUARY 1, 2025 ESTIMATES; UNINCORPORATED FIGURES FROM PLANNING DEPARTMENT ESTIMATES CONTROLLED TO DOF UNINCORPORATED TOTAL.
(2) - THIS COLUMN CONTAINS ADJUSTMENTS NECESSARY TO MODIFY CITY TOTALS AS SPECIFIED IN MEASURE I.
(3) - THE WRIGHTWOOD COMMUNITY AND AREAS NORTH OF LONE PINE CANYON ROAD WERE EXCLUDED FROM THE MOUNTAIN AREA AND INCLUDED IN THE VICTOR VALLEY AS SPECIFIED IN MEASURE I.
(4) - THE POPULATED PORTIONS OF THE TWENTYNINE PALMS MARINE BASE HAVE BEEN ANNEXED BY THE CITY OF TWENTYNINE PALMS.
(5) - WITH THE CLOSING OF GEORGE AIR FORCE BASE, THERE IS NO LONGER AN ALLOCATION OF POPULATION TO THE CITIES IN THE VICTOR VALLEY.
(6) - UNINCORPORATED URBAN FIGURES FROM PLANNING DEPARTMENT ESTIMATES CONTROLLED TO DOF UNINCORPORATED TOTALS AND CALTRANS URBAN AREA BOUNDARIES
(7) - UNINCORPORATED RURAL FIGURES FROM PLANNING DEPARTMENT ESTIMATES CONTROLLED TO DOF UNINCORPORATED TOTALS AND BASED ON AREAS OUTSIDE THE CALTRANS URBAN AREA BOUNDARIES

Attachment: Attachment B - 2025 Population Estimates (11733 : Measure I 2025 Population Estimates)

MEASURE I 2024 POPULATION SUMMARY — **ATTACHMENT C**
PREPARED BY SAN BERNARDINO COUNTY PLANNING

PLANNING REGION	(1) DOF/CO 2024	(2) ADJUSTMENT	2024 TOTAL	PERCENT OF SUBAREA	PERCENT OF COUNTY TOTAL	POP CHANGE FROM 2023	%SUBAREA CHANGE FROM 2023
WEST VALLEY							
CHINO	92,585		92,585	5.87%	4.244%	(552)	-0.04%
CHINO HILLS	76,414		76,414	4.85%	3.503%	(644)	-0.05%
FONTANA	214,223		214,223	13.58%	9.820%	372	0.01%
MONTCLAIR	37,211		37,211	2.36%	1.706%	(283)	-0.02%
ONTARIO	181,224		181,224	11.49%	8.308%	507	0.02%
RANCHO CUCAMONGA	173,316		173,316	10.99%	7.945%	(229)	-0.02%
UPLAND	78,285		78,285	4.96%	3.589%	(91)	-0.01%
UNINCORPORATED URBAN	42,857	(6)	42,857	2.72%	1.965%	(249)	-0.02%
UNINCORPORATED RURAL	1,772	(7)	1,772	0.11%	0.081%	(10)	0.00%
TOTAL WEST VALLEY			897,887	56.93%	41.160%	(1,179)	-0.12%
EAST VALLEY							
COLTON	52,778		52,778	3.35%	2.419%	(376)	-0.03%
GRAND TERRACE	12,771		12,771	0.81%	0.585%	(43)	0.00%
HIGHLAND	55,676		55,676	3.53%	2.552%	(308)	-0.02%
LOMA LINDA	24,965		24,965	1.58%	1.144%	(263)	-0.02%
REDLANDS	72,696		72,696	4.61%	3.332%	724	0.04%
RIALTO	103,097		103,097	6.54%	4.726%	112	0.00%
SAN BERNARDINO	226,541		226,541	14.36%	10.385%	3,311	0.20%
YUCAIPA	53,810		53,810	3.41%	2.467%	(181)	-0.01%
UNINCORPORATED URBAN	75,786	(6)	75,786	4.81%	3.474%	(440)	-0.03%
UNINCORPORATED RURAL	1,127	(7)	1,127	0.07%	0.052%	(7)	0.00%
TOTAL EAST VALLEY			679,247	43.07%	31.138%	2,529	0.12%
TOTAL VALLEY			1,577,134	100.00%	72.298%	1,350	0.08%
MOUNTAINS							
BIG BEAR LAKE	4,958		4,958	9.98%	0.227%	44	0.13%
UNINCORPORATED URBAN	35,902	(6) (3)	35,902	72.28%	1.646%	(209)	-0.11%
UNINCORPORATED RURAL	8,811	(7) (3)	8,811	17.74%	0.404%	(51)	-0.03%
TOTAL MOUNTAINS			49,671	100.00%	2.277%	(216)	-0.01%
NORTH DESERT							
BARSTOW	24,669		24,669	42.63%	1.131%	(249)	-0.10%
UNINCORPORATED URBAN	22,763	(6)	22,763	39.34%	1.043%	(133)	0.07%
UNINCORPORATED RURAL	10,434	(7)	10,434	18.03%	0.478%	(60)	0.03%
TOTAL NORTH DESERT			57,866	100.00%	2.653%	(442)	-0.02%

Attachment: Attachment C - 2024 Population Estimates (11733 : Measure I 2025 Population Estimates)

MEASURE I 2024 POPULATION SUMMARY — **ATTACHMENT C**
PREPARED BY SAN BERNARDINO COUNTY PLANNING

PLANNING REGION	(1) DOF/CO 2024	(2) ADJUSTMENT	2024 TOTAL	PERCENT OF SUBAREA	PERCENT OF COUNTY TOTAL	POP CHANGE FROM 2023	%SUBAREA CHANGE FROM 2023
COLORADO RIVER							
NEEDLES (RURAL)	4,769		4,769	68.86%	0.219%	13	0.19%
UNINCORPORATED URBAN	0	(6)	0	0.00%	0.000%	0	0.00%
UNINCORPORATED RURAL	2,157	(7)	2,157	31.14%	0.099%	(13)	-0.19%
TOTAL COLORADO RIVER			6,926	100.00%	0.317%	0	0.00%
MORONGO BASIN							
TWENTYNINE PALMS	25,346	(4)	25,346	35.50%	1.162%	(583)	-0.43%
YUCCA VALLEY	21,594		21,594	30.24%	0.990%	(41)	0.26%
UNINCORPORATED URBAN	7,728	(6)	7,728	10.82%	0.354%	(45)	0.05%
UNINCORPORATED RURAL	16,732	(7)	16,732	23.43%	0.767%	(97)	0.11%
TOTAL MORONGO BASIN			71,400	100.00%	3.273%	(766)	-0.03%
VICTOR VALLEY							
ADELANTO	36,131	(5)	36,131	8.63%	1.656%	(525)	-0.11%
APPLE VALLEY	74,322	(5)	74,322	17.76%	3.407%	(674)	-0.14%
HESPERIA	100,087	(5)	100,087	23.92%	4.588%	46	0.04%
VICTORVILLE	138,202	(5)	138,202	33.03%	6.335%	1,009	0.28%
UNINCORPORATED URBAN	36,821	(6) (5) (3)	36,821	8.80%	1.688%	(214)	-0.04%
UNINCORPORATED RURAL	32,873	(7) (5) (3)	32,873	7.86%	1.507%	(191)	-0.04%
TOTAL VICTOR VALLEY			418,436	100.00%	19.182%	(549)	-0.02%
TOTAL DESERT			554,628			(1,757)	
TOTAL MOUNTAIN/DESERT			604,299		27.702%	(1,973)	-0.08%
SUMMARY:							
TOTAL INCORPORATED	1,885,670		1,885,670		86.442%	1,096	0.07%
TOTAL UNINCORPORATED	295,763		295,763		13.558%	(1,719)	-0.07%
TOTAL COUNTY	2,181,433		2,181,433		100.000%	(623)	0.00%

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Attachment: Attachment C - 2024 Population Estimates (11733 : Measure I 2025 Population Estimates)

Minute Action

AGENDA ITEM: 31

Date: July 2, 2025

Subject:
Senate Bill 125 Transit Funding

Recommendation:
That the Board, acting as the San Bernardino County Transportation Authority (SBCTA):

A. Approve the apportionment of Fiscal Year 2024/2025 Senate Bill 125 Transit Funding to the Valley and the Mountain/Desert area operators as shown in Table 1.

B. Authorize the Executive Director, or his designee, to submit the Revised Allocation Package to the California State Transportation Agency on behalf of SBCTA subsequent to approvals of allocations by the SBCTA Board of Directors.

Background:
The Transit and Intercity Rail Capital Program (TIRCP) was created by Senate Bill (SB) 862 (Chapter 36, Statutes of 2014) and modified by SB 9 (Chapter 710, Statutes of 2015) to provide grants from the Greenhouse Gas Reduction Fund (GGRF) to fund transformative capital improvements that will modernize California's intercity, commuter, and urban rail systems and bus and ferry transit systems, to significantly reduce emissions of greenhouse gases, vehicle miles traveled, and congestion. Assembly Bill (AB) 398 (Chapter 135, Statutes of 2017) extended the Cap-and-Trade Program that supports the TIRCP from 2020 through 2030. SB 1 (Chapter 5, Statutes of 2017) continues to provide a historic funding increase for transportation with funds directed to the TIRCP from the Public Transportation Account (PTA).

AB 102 (Chapter 38, Statutes of 2023) and SB 125 (Chapter 54, Statutes of 2023) amended the Budget Act of 2023 to appropriate $4 million of General Funds to the TIRCP over two fiscal years (FY) as well as $910 million of GGRF funding and $190 million of PTA funding over four fiscal years to establish the Zero-Emission Transit Capital Program (ZETCP). Further, AB 173 (Chapter 53, Statutes of 2024), SB 108 (Chapter 35, Statutes of 2024), and SB 109 (Chapter 36, Statutes of 2024) amended the Budget Act of 2024 to make adjustments to the timing of the availability of funds for both the TIRCP and the ZETCP. These funds are formula funds that are to be administered by the San Bernardino County Transportation Authority (SBCTA). The TIRCP portion is distributed to SBCTA based on a population formula, and the ZETCP is distributed to SBCTA based on the State Transportation Assistance formula, which is 50% based on population and 50% based on transit operator revenues. The total amount to be received by SBCTA through the FY 2027/2028 is estimated at $259,191,238. The guidelines for managing these funds were approved by the California State Transportation Agency (CalSTA) on September 29, 2023, and amended on January 10, 2025.

As outlined in SB 125, it is the intent of the Legislature to:

1. Provide one-time multi-year bridge funding for transit operators to address operational costs until long-term transit sustainability solutions are identified.
2. Assist transit operators in preventing service cuts and increasing ridership.
3. Prioritize the availability of transit for riders who are transit-dependent.
4. Prioritize transit agencies that represent a significant percentage of the region's ridership.

The TIRCP portion is appropriated over three FYs. The bill authorizes the funds to be used for high-priority transit capital projects consistent with the uses allowed in Cycle 6 of the TIRCP, which includes existing projects seeking to maintain or obtain Federal or local funding commitments, project development for major projects that are seeking to enter or have already entered project development with Federal partners, or for new TIRCP projects. As in Cycle 6, all capital projects must increase ridership and reduce greenhouse gas emissions, which is common with traditional TIRCP project requirements. The funding may also be used to fund transit operating expenses that prevent service cuts and increase ridership, subject to compliance with requirements.

The ZETCP portion is appropriated over five FYs. The bill authorizes the funds to be used for zero-emission transit equipment, including, but not limited to, zero-emission vehicles and refueling infrastructure, and subject to compliance with requirements, to use that money to fund transit operating expenditures that prevent service reduction or elimination in order to maintain or increase ridership.

These funds are transferred to SBCTA after CalSTA approves an Allocation Package submitted by SBCTA. The Initial Allocation Package was submitted to CalSTA by the required submittal deadline of December 31, 2023, and updated Allocation Packages can be submitted on a rolling basis to incorporate changes to projects and costs. The funds must be transferred to SBCTA within four years of appropriation in the State budget, and there is no expenditure deadline. Because the funds are received by SBCTA prior to expenditure and can only be received by SBCTA, funding agreements are being developed with transit operators that are allocated funds from these programs.

There is an allowance for up to 1% to be used for administrative purposes such as preparing annual reports, processing agreements and invoices, preparing Allocation Packages, and developing the required financial plans. At the December 2023 SBCTA Board of Directors (Board) meeting, the Board approved the maximum eligible amount totaling $2,591,912 to be reserved for this purpose before the funds are apportioned; if the administration funds are not fully used, they can be reallocated for projects in the future.

The SBCTA Board approved apportioning the FY 2023/2024 funds to the Valley Subarea and to the Mountain/Desert operators in the same manner as they were received by SBCTA at the March 2024 meeting. Staff recommends apportioning the FY 2024/2025 funds in the same manner. Table 1, on the following page, is the resulting recommended apportionment of the TIRCP funds based on population. All available ZETCP funds have been apportioned at this time, and therefore, no additional ZETCP funds are included in the recommendation.

Table 1 – Fiscal Year 2024/2025 TIRCP Formula Apportionments

			TIRCP Year 2 Total
Fiscal Year 2024/2025 Apportionment			**$ 55,567,944**
Less SBCTA Administration			**$ -**
Total Funds Available			**$ 55,567,944**
Apportionment Area	**Population**	**Percentage**	**TIRCP Apportionment**
Valley	1,577,134	72.30%	$ 40,174,552
Mountain/Desert	604,299	27.70%	$ 15,393,392
MBTA	71,400	11.82%	$ 1,818,782
Mountain Transit	49,671	8.22%	$ 1,265,276
VVTA	478,459	79.18%	$ 12,187,852
City of Needles	4,769	0.79%	$ 121,482
TOTAL	**2,181,433**	**100.00%**	**$ 55,567,944**

After approval of the proposed apportionments in Table 1, an allocation item will be brought to the Board for approval before being submitted to CalSTA, as all Allocation Packages must be submitted by SBCTA.

Financial Impact:
This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026.

Reviewed By:
This item was reviewed and unanimously recommended for approval by the Transit Committee on June 12, 2025.

Responsible Staff:
Brianna Martinez, Management Analyst III

Approved
Board of Directors
Date: July 2, 2025

Witnessed By:

Minute Action

AGENDA ITEM: 32

Date: July 2, 2025

Subject:
State Legislative Update

Recommendation:
Receive and file the June 2025 State Legislative Update relating to the following:

- Transportation; and
- Council of Governments.

Background:
San Bernardino County Transportation Authority Legislative Affairs (SBCTA) staff, along with a representative from state advocates, Seaside Advocacy, LLC, updated the Legislative Policy Committee on June 11, 2025, on the status of agency supported bills and discussions between legislature and Governor Gavin Newsom's administration regarding the budget for Fiscal Year 2025-2026.

2025 Legislative Session Update

During the month of May 2025, policy and fiscal committees in the Assembly and Senate had their final hearings to report out bills to their respective floors prior to the June 6, 2025, House of Origin deadline. Bills need to be out of the house in which they were introduced by that date. The week before the deadline, there will be several lengthy floor sessions in both houses to pass the hundreds of bills remaining before each chamber. Once they have passed this first deadline, the bills will swap houses and begin their policy hearings starting on June 9, 2025, when policy committees resume hearings.

Budget – Governor's May Revise

On May 14, 2025, Governor Gavin Newsom (Governor Newsom) released his May Revision for the 2025-26 Budget. Governor Newsom now projects budget year General Fund expenditures of $226.4 billion, available resources of $248.9 billion (prior year balance, revenues, and transfers), and $4.5 billion in the Special Fund for Economic Uncertainties (SFEU), the state's general budget reserve.

Across the prior year, current year, and budget year, General Fund revenues decreased by approximately $5.2 billion as compared to Governor Newsom's January 2025, budget proposal. General Fund expenditures have also increased since January, most notably for health care services. The budget shortfall identified in the May Revision is approximately $12 billion (includes an ending balance of $4.5 billion in the SFEU). In addition, significant out-year deficits were estimated in Governor Newsom's January Budget and remains so today, however many of the solutions proposed in the May Revision result in larger impacts in the out-years to reduce structural deficits.

The budget shortfall is driven by higher-than-anticipated expenditure increases, due mostly to recent health care expansions and lower revenue estimates in 2025-26 and future years related to dampened economic indicators as a result of federal policies. The May Revision reflects a

revision in Big Three revenue (personal income, corporate taxes, and sales taxes) estimates across the 2023-24 through 2025-26 fiscal years with a negative $4.8 billion.

Specifically on the transportation side, the May Revision includes:

- Highway Violence Task Force: The May Revision includes $4.8 million from the Motor Vehicle Account (MVA) in 2025-26 for an additional year of funding for the California Highway Patrol's Highway Violence Task Force to continue addressing violent crimes occurring on state highways.
- Digital eXperience Platform (DXP) Project: The May Revision includes $53 million from the MVA one-time to complete the vehicle registration phase of the DXP project for the Department of Motor Vehicles (DMV).
- Delayed Implementation of Legislation: The May Revision includes trailer bill language that will delay several recently chaptered pieces of legislation so that DMV can first complete the DXP project that replaces many of its aging IT components.
- 2028 Olympics: The May Revision includes $17.6 million one-time from the State Highway Account to support transportation project planning associated with the 2028 Olympic Games, including work on the Games Route Network project.

Cap and Trade Extension

The May Revision also proposed to extend the Cap-and-Trade program and rename the program "Cap-and-Invest" program. Specifically, it includes trailer bill language that reauthorizes the program until 2045. The Administration also requested at least $1 billion annually for the High-Speed Rail Project out of the Greenhouse Gas Reduction Fund (GGRF). However, this is not reflected in the proposed trailer bill language nor is it included in the proposed budget bill language.

Most importantly, the May Revision cuts all the discretionary expenditures from the GGRF in the budget year, including:

- $188 million for the Formula Transit and Intercity Rail Capital Program at California State Transportation Agency (CalSTA)
- $180 million for the Competitive Transit and Intercity Rail Capital Program at CalSTA
- $25 million for the Highways to Boulevards program at the California Department of Transportation
- $89 million for Clean Trucks, Buses and Off-Road Equipment at California Energy Commission

Legislative Analyst Office's (LAO) Initial Comments on the Governor Newsom's May Revision

On May 17th, the LAO released their Initial Comments on the Governor's May Revision. In this brief, they provide a summary of and comments on Governor Newsom's revised budget, focusing on Governor Newsom's proposals and the overall condition of the state's General Fund—the budget's main operating account. The LAO stated that their assessment are based on the administration's revenue projections and spending estimates.

Overall, the LAO's assessment of the state's budget condition for 2025-26 is very similar to that of the administration's assessment—namely, since January, when the budget was roughly

balanced, a budget problem has emerged. They estimated the administration solved a $14 billion budget problem (similar to the $12 billion budget problem cited by Governor Newsom). This budget problem is driven by two key factors: higher baseline spending, most notably in Medi-Cal, and lower revenues, reflecting diminished expectations for both the personal income tax and the corporation tax.

In the report, LAO recommended that the Legislature address the budget shortfall with a similar approach the administration is proposing, namely, adopting solutions that primarily put the state on a more solid fiscal footing, rather than those that delay or exacerbate future problems. Moreover, they recommend avoiding committing to new activities. Finally, although LAO has not previously recommended the Legislature take decisive action to address the structural deficits, the state's persistent fiscal imbalance and the added downside risks—particularly from potential federal actions— suggest a need for a more proactive approach. As such, LAO views Governor Newsom's focus on reducing multiyear spending as a reasonable and appropriate step. That said, the Legislature could allocate the mix of solutions differently, for example, by changing the types of programs, types of reductions, or mix of spending and revenue solutions adopted.

Attachment A contains a list of legislative bills that the SBCTA)/San Bernardino Council of Governments (SBCOG) have taken a position on. Attachment B reflects bills of interest to SBCTA and SBCOG.

Financial Impact:
This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026.

Reviewed By:
This item was received by the Legislative Policy Committee on June 11, 2025.

Responsible Staff:
Otis Greer, Director of Legislative and Public Affairs

ATTACHMENT A

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY (SBCTA) / COUNCIL OF GOVERNMENTS (SBCOG)
LEGISLATIVE BILL POSITIONS - June 2025

Legislation / Author	Description	Bill Status	Position	Date Position Adopted
AB 334 (Petrie-Norris)	Would allow California tolling agencies to share all necessary toll information with out of state tolling agencies to aide in implementation of national interoperability.	Passed out of Assembly and referred to the Senate Transportation Committee. (5/28/25)	Support	3/12/2025
AB 394 (Wilson)	Would expand existing protections under California Penal Code to broaden coverage of the existing transit assault statute for operators to all transit employees and empowers transit agencies and courts with additional tools to deter harmful behavior and enhance safety across California's public transportation systems.	Passed out of Assembly Appropriations Committee and referred to Assembly Floor. (5/28/25)	Support	3/12/2025
SB 800 (Reyes)	Would require Caltrans to establish a pilot program to install suicide deterrents on 5 freeway overpasses in the County of San Bernardino, prioritizing the placement of deterrents on freeway overpasses with the highest rates of documented suicides over the last 20 years.	Passed out of Senate Appropriations Committee and referred to Senate Floor. (5/28/25)	Support	5/14/2025
SB 415 (Reyes)	Would make technical changes to regulations established by Assembly Bill 98 passed in 2024, regarding local land-use approvals of logistics and warehouse facilities.	Passed out of Senate Local Government Committee and referred to Senate Floor. (5/28/25)	Oppose	5/14/2025

Attachment: Bill position matrix 6-25 (11702 : State Legislative Update)

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY (SBCTA) / COUNCIL OF GOVERNMENTS (SBCOG)
LEGISLATIVE BILL POSITIONS - June 2025

Legislation / Author	Description	Bill Status	Position	Date Position Adopted
AB 735 (Carrillo)	Would make technical changes to regulations established by Assembly Bill 98 passed in 2024, regarding local land-use approvals of logistics and warehouse facilities.	Passed out of Assembly Appropriations Committee and referred to Assembly Floor. (5/28/25)	Oppose	5/14/2025

Attachment: Bill position matrix 6-25 (11702 : State Legislative Update)

ATTACHMENT B

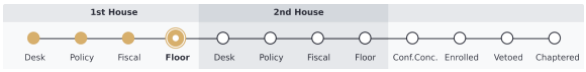
Status Report
Thursday, May 29, 2025

Sorted by: Measure
Thursday, 05/29/2025

AB 6 | Ward (D) | HTML | PDF

Residential developments: building standards: review.

Progress bar



Bill information

Status: 05/27/2025 - Read second time. Ordered to third reading.

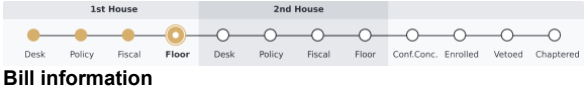
Summary: The California Building Standards Law establishes the California Building Standards Commission (commission) within the Department of General Services and sets forth its powers and duties, including approval and adoption of building standards and codification of those standards into the California Building Standards Code (code). Current law requires the commission to publish, or cause to be published, editions of the code in its entirety once every 3 years. Current law requires the building standards and rules and regulations to impose substantially the same requirements as are contained in the most recent editions of specified international or uniform industry codes, including the International Residential Code of the International Code Council. Current law establishes the Department of Housing and Community Development (department) in the Business, Consumer Services, and Housing Agency and requires the department to submit an annual report to the Governor and both houses of the Legislature on the operations and accomplishments during the previous fiscal year of the housing programs administered by the department. This bill would require the department to convene a working group no later than December 31, 2026, to research and consider identifying and recommending amendments to state building standards allowing residential developments to be built under the requirements of the California Residential Code, as specified. The bill would require the department, no later than December 31, 2027, 2028, to provide a one-time report of its findings to the Legislature in the annual report described above. The bill, if the report identifies and recommends amendments to building standards, would require the department to research, develop, and consider proposing the standards for adoption by the commission, as specified. (Based on 05/05/2025 text)

Location:	05/27/2025 - Assembly THIRD READING	**Current Text:**	05/05/2025 - Amended
		Last Amend:	05/05/2025

AB 11 | Lee (D) | HTML | PDF

The Social Housing Act.

Progress bar



Bill information

Status: 05/27/2025 - Read second time. Ordered to third reading.

Summary: Would enact the Social Housing Act and would create the California Housing Authority as an independent state body, the mission of which would be to ensure that social housing developments that are produced and acquired align with the goals of eliminating the gap between housing production and regional housing needs assessment targets and preserving affordable housing. The bill would prescribe a definition of social housing that would describe, in addition to housing owned by the authority, housing owned by other entities, as specified, provided that all social housing developed or authorized by the authority would be owned by the authority. (Based on 12/02/2024 text)

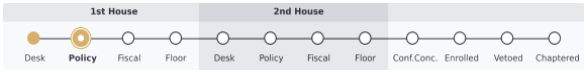
Attachment: Bill Report 6-25 (11702 : State Legislative Update)

Location:	05/27/2025 - Assembly THIRD READING	**Current Text:**	12/02/2024 - Introduced

AB 23 | **DeMaio (R)** | **HTML** | **PDF**

The Cost of Living Reduction Act of 2025.

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Bill information

Status: 03/26/2025 - Re-referred to Com. on U. & E.

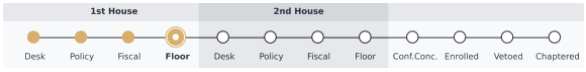
Summary: Current law vests the State Energy Resources Conservation and Development Commission (Energy Commission) with various responsibilities for developing and implementing the state's energy policies. This bill, the Cost of Living Reduction Act of 2025, would require the Energy Commission and the Public Utilities Commission to post, and update monthly, dashboards on their internet websites that include the difference in average gasoline prices and the average total price of electricity or natural gas in California compared to national averages, and any California-specific taxes, fees, regulations, and policies that directly or indirectly contribute to higher gasoline and electricity or natural gas prices within the state, as specified. The bill would require the Energy Commission and the PUC, on or before July 1, 2026, to each submit a report to the Legislature on the governmental and nongovernmental drivers of California's higher gasoline prices and higher electricity and natural gas prices, and recommendations for policy changes to reduce the costs associated with those drivers, as specified. If the average price of gasoline in California exceeds 10% of the national average in the preceding quarter, the bill would require all taxes and fees on gasoline, as specified, to be suspended for a period of 6 months, and, if the average price of electricity or natural gas in California exceeds 10% of the national average in the preceding quarter, the bill would require the PUC to suspend the collection of all fees, as specified, charged on electricity and natural gas bills for a period of 6 months. (Based on 03/25/2025 text)

Location:	03/24/2025 - Assembly U. & E.	**Current Text:** **Last Amend:**	03/25/2025 - Amended 03/25/2025

AB 33 | **Aguiar-Curry (D)** | **HTML** | **PDF**

Autonomous vehicles.

Progress bar



Bill information

Status: 05/27/2025 - Read second time. Ordered to third reading.

Summary: Would prohibit the delivery of commercial goods, as defined, directly to a residence or to a business for its use or retail sale through the operation of an autonomous vehicle without a human operator on any highway within the State of California. The bill would declare that a violation of this prohibition is not an infraction and is instead punishable by a civil fine not to exceed $25,000 for each instance of the violation. The bill would make certain findings and declarations related to these provisions. (Based on 04/01/2025 text)

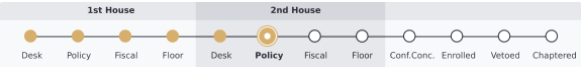
Location:	05/27/2025 - Assembly THIRD READING	**Current Text:** **Last Amend:**	04/01/2025 - Amended 04/01/2025

Attachment: Bill Report 6-25 (11702 : State Legislative Update)

AB 36 | Soria (D) | HTML | PDF

Housing elements: prohousing designation.

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Bill information

Status: 05/21/2025 - Referred to Com. on HOUSING.

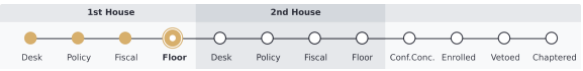
Summary: The Planning and Zoning Law requires a city or county to adopt a general plan for land use development within its boundaries that includes, among other things, a housing element. The law requires the Department of Housing and Community Development (HCD) to determine whether the housing element is in substantial compliance with specified provisions of that law. Current law requires HCD to designate jurisdictions as prohousing pursuant to emergency regulations adopted by HCD, as prescribed, and to report those designations to the Office of Land Use and Climate Innovation. Current law specifies that these emergency regulations will remain in effect until HCD promulgates permanent prohousing regulations. This bill would instead require HCD to designate jurisdictions as prohousing pursuant to permanent regulations adopted by HCD to implement these provisions, as specified. Beginning with the 7th housing element cycle, the bill would require HCD to evaluate materials from a nonentitlement jurisdiction's housing element submission when determining whether the jurisdiction qualifies as prohousing, but only with respect to those nonentitlement jursidictions that have a compliant housing element. The bill would also prohibit HCD from requiring nonentitlement jurisdictions to renew their prohousing designation for at least 5 years. (Based on 03/19/2025 text)

Location:	05/21/2025 - Senate HOUSING	**Current Text:**	03/19/2025 - Amended
		Last Amend:	03/19/2025

AB 39 | Zbur (D) | HTML | PDF

General plans: Local Electrification Planning Act.

Progress bar



Bill information

Status: 05/27/2025 - Read third time and amended. Ordered to third reading.

Summary: The Planning and Zoning Law requires a city or county to adopt a comprehensive general plan for the city's or county's physical development that includes various elements, including, among others, a land use element that designates the proposed general distribution and general location and extent of the uses of the land in specified categories, and a circulation element that identifies the location and extent of existing and proposed major thoroughfares, transportation routes, terminals, any military airports and ports, and other local public utilities and facilities, as specified. This bill, the Local Electrification Planning Act, would require each city, county, or city and county, on or after January 1, 2027, but no later than January 1, 2030, to prepare and adopt a specified plan, or integrate a plan in the next adoption or revision of the general plan, that includes locally based goals, objectives, policies, and feasible implementation measures that include, among other things, the identification of opportunities to expand electric vehicle charging and other zero-emission vehicle fueling infrastructure, as specified, and includes policies and implementation measures that address the needs of disadvantaged communities, low-income households, and small businesses for equitable and prioritized investments in zero-emission technologies that directly benefit these groups. (Based on 05/27/2025 text)

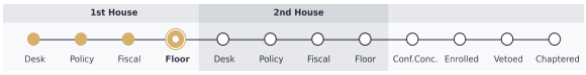
Location:	05/22/2025 - Assembly THIRD READING	**Current Text:**	05/27/2025 - Amended
		Last Amend:	05/27/2025

Attachment: Bill Report 6-25 (11702 : State Legislative Update)

AB 69 | **Calderon (D)** | **HTML** | **PDF**

FAIR Plan policy renewals.

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Bill information

Status: 05/27/2025 - Read second time. Ordered to third reading.

Summary: The California FAIR Plan Association is a joint reinsurance association in which all insurers licensed to write basic property insurance participate to administer a program for the equitable apportionment of basic property insurance for persons who are unable to obtain that coverage through normal channels. Current law requires the association to implement programs to help reduce the number of existing FAIR Plan policies. This bill would require a broker of record to determine if a FAIR Plan policy can be moved to a voluntary market insurance company before the policy is renewed. (Based on 12/10/2024 text)

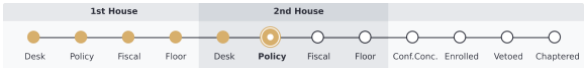
Location: 05/27/2025 - Assembly THIRD READING

Current Text: 12/10/2024 - Introduced

AB 76 | **Alvarez (D)** | **HTML** | **PDF**

Surplus land: exempt surplus land: sectional planning area.

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Bill information

Status: 05/21/2025 - Referred to Com. on L. GOV.

Summary: Current law prescribes requirements for the disposal of surplus land by a local agency. Current law defines “exempt surplus land” to mean, among other things, land that is subject to a sectional planning area document, as described, and meets specified requirements, including that at least 25% of the units are dedicated to lower income households, as specified, and that is developed at an average density of at least 10 units per acre calculated with respect to the entire sectional planning area. This bill would change those requirements so that at a minimum, 25% of units that are proposed by the sectional planning area document as adopted prior to January 1, 2019, and are not designated for students, faculty, or staff of an academic institution must be dedicated to lower income households, as specified, and that the land must be developed at an average density of at least 10 units per acre, in accordance with certain requirements and calculated with respect to the entire sectional planning area and inclusive of housing designated for students, faculty, and staff of an academic institution. (Based on 04/21/2025 text)

Location: 05/21/2025 - Senate L. GOV.

Current Text: 04/21/2025 - Amended

Last Amend: 04/21/2025

AB 226 | **Calderon (D)** | **HTML** | **PDF**

California FAIR Plan Association.

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Bill information

Attachment: Bill Report 6-25 (11702 : State Legislative Update)

Status: 05/07/2025 - Referred to Coms. on B. P. & E.D. and INS.

Summary: The California FAIR Plan Association is a joint reinsurance association in which all insurers licensed to write basic property insurance participate in administering a program for the equitable apportionment of basic property insurance for persons who are unable to obtain that coverage through normal channels. Current law requires the association's plan of operation and any amendment to the plan to be approved by the Insurance Commissioner. Current law establishes the California Infrastructure and Economic Development Bank and authorizes it to issue bonds to provide funds for the payment of costs of a project for a participating party or upon request by a state entity. This bill would authorize the association, if granted prior approval from the commissioner, to request the California Infrastructure and Economic Development Bank to issue bonds, and would authorize the bank to issue those bonds to finance the costs of claims, to increase liquidity and claims-paying capacity of the association, and to refund bonds previously issued for that purpose. The bill would specify that the association is a participating party and that financing all or any portion of the costs of claims or to increase liquidity and the claims-paying capacity of the association is a project for bond purposes. The bill would authorize the bank to loan the proceeds of issued bonds to the association, and would authorize the association to enter into a loan agreement with the bank and to enter into a line of credit agreement with an institutional lender or broker-dealer. (Based on 01/09/2025 text)

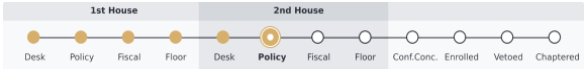
Location: 05/07/2025 - Senate B., P. & E.D.

Current Text: 01/09/2025 - Introduced

AB 234 | Calderon (D) | HTML | PDF

California FAIR Plan Association governing committee.

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Bill information

Status: 05/07/2025 - Referred to Com. on INS.

Summary: The California FAIR Plan Association is a joint reinsurance association in which all insurers licensed to write basic property insurance participate to administer a program for the equitable apportionment of basic property insurance for persons who are unable to obtain that coverage through normal channels. Current law establishes a governing committee for the association and prescribes its membership. This bill would require the Speaker of the Assembly and the Chairperson of the Senate Committee on Rules to serve as nonvoting, ex officio members of the governing committee, and would authorize each to name a designee to serve in their place. (Based on 01/13/2025 text)

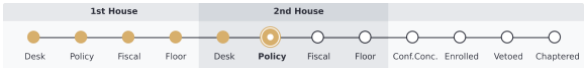
Location: 05/07/2025 - Senate INS.

Current Text: 01/13/2025 - Introduced

AB 238 | Harabedian (D) | HTML | PDF

Mortgage forbearance: state of emergency: wildfire.

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Bill information

Status: 05/07/2025 - Referred to Coms. on B. & F.I. and JUD.

Summary: Current law requires a mortgage servicer to comply with applicable federal guidance regarding borrower options following a forbearance relating to the COVID-19 emergency. This bill would authorize a borrower who is experiencing financial hardship that prevents the borrower from making timely payments on a specified residential

Attachment: Bill Report 6-25 (11702 : State Legislative Update)

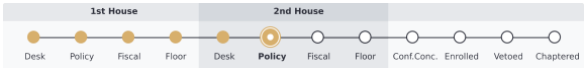
mortgage loan due directly to the wildfire disaster described in the proclamation of a state of emergency issued by Governor Gavin Newsom on January 7, 2025, or the federally declared disaster, declared on January 8, 2025, related to the Eaton Wildfire, the Palisades Fire, and the Straight-line Winds, to request forbearance on their residential mortgage loan, as prescribed. The bill would limit eligibility for that forbearance to loans that are secured by residential real property improved by 4 or fewer residential units. The bill would require the borrower to affirm that they are experiencing a financial hardship due to the wildfire disaster. (Based on 04/02/2025 text)

Location:	05/07/2025 - Senate B. & F. I.	**Current Text:**	04/02/2025 - Amended
		Last Amend:	04/02/2025

AB 259 | **Rubio, Blanca (D)** | **HTML** | **PDF**

Open meetings: local agencies: teleconferences.

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Bill information

Status: 05/14/2025 - Referred to Coms. on L. GOV. and JUD.

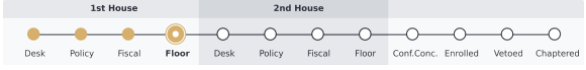
Summary: The Ralph M. Brown Act, requires, with specified exceptions, that all meetings of a legislative body, as defined, of a local agency be open and public and that all persons be permitted to attend and participate. Current law, until January 1, 2026, authorizes the legislative body of a local agency to use alternative teleconferencing if, during the teleconference meeting, at least a quorum of the members of the legislative body participates in person from a singular physical location clearly identified on the agenda that is open to the public and situated within the boundaries of the territory over which the local agency exercises jurisdiction, and the legislative body complies with prescribed requirements. Current law requires a member to satisfy specified requirements to participate in a meeting remotely pursuant to these alternative teleconferencing provisions, including that specified circumstances apply. Current law establishes limits on the number of meetings a member may participate in solely by teleconference from a remote location pursuant to these alternative teleconferencing provisions, including prohibiting such participation for more than 2 meetings per year if the legislative body regularly meets once per month or less. This bill would extend the alternative teleconferencing procedures until January 1, 2030. (Based on 04/21/2025 text)

Location:	05/14/2025 - Senate L. GOV.	**Current Text:**	04/21/2025 - Amended
		Last Amend:	04/21/2025

AB 261 | **Quirk-Silva (D)** | **HTML** | **PDF**

Fire safety: fire hazard severity zones: State Fire Marshal.

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Bill information

Status: 05/27/2025 - Read second time. Ordered to third reading.

Summary: Current law requires the State Fire Marshal to periodically review designated and rated zones and, as necessary, revise zones or their ratings or repeal the designation of zones. Current law also requires the State Fire Marshal to identify areas in the state that are not state responsibility areas as moderate, high, and very high fire hazard severity zones based on consistent statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas, and to periodically review and make

Attachment: Bill Report 6-25 (11702 : State Legislative Update)

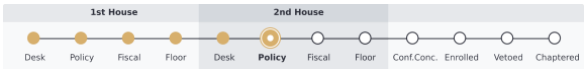
recommendations relative to very high fire hazard severity zones. This bill would, as applied to both state responsibility areas and lands that are not state responsibility areas, authorize the State Fire Marshal, in periods between the State Fire Marshal's review of areas of the state for recommendations regarding an area's fire hazard severity zone, to confer with entities, including, but not limited to, public agencies, tribes, nonprofit organizations, project applicants, and members of the public, on actions that may impact the degree of fire hazard in an area or the area's recommended fire hazard severity zone designation. The bill would authorize the State Fire Marshal to provide a written response to an entity on actions that may impact the degree of fire hazard, and would require this written response to be posted on the State Fire Marshal's internet website. (Based on 03/26/2025 text)

Location:	05/27/2025 - Assembly THIRD READING	**Current Text:**	03/26/2025 - Amended
		Last Amend:	03/26/2025

AB 266 | **Davies (R)** | **HTML** | **PDF**

Freeway Service Patrol Act: sponsorship agreement.

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Bill information

Status: 05/07/2025 - Referred to Com. on TRANS.

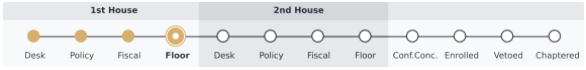
Summary: The Freeway Service Patrol Act requires each tow truck participating in a freeway service patrol to bear a specified logo that identifies the Department of the California Highway Patrol and the Department of Transportation, and, at the option of the entity, the participating regional or local entity. This bill would authorize a participating regional or local entity to generate additional revenue for its freeway service patrol by entering into exclusive sponsorship agreements that allow for the display of a sponsor's name and logo on participating tow trucks, as specified, that are in addition to the above-described required logo. (Based on 01/17/2025 text)

Location:	05/07/2025 - Senate TRANS.	**Current Text:**	01/17/2025 - Introduced

AB 289 | **Haney (D)** | **HTML** | **PDF**

State highway work zone speed safety program.

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Bill information

Status: 05/27/2025 - Read second time. Ordered to third reading.

Summary: Current law authorizes, until January 1, 2032, the City of Malibu to establish a speed safety system pilot program for speed enforcement on the Pacific Coast Highway if the system meets specified requirements. Current law requires the city to administer a public information campaign at least 30 days before implementation of the program, including information relating to when the systems would begin detecting violations. Current law requires the city to issue warning notices rather than notices of violations for violations detected within the first 60 calendar days of the program. Current law also requires the city to develop guidelines for, among other things, the processing and storage of confidential information. Current law requires photographic or administrative records made by a system to be confidential, except as specified, and would only authorize public agencies to use and allow access to these records for specified purposes. This bill would authorize, until January 1, 2032, the Department of Transportation to establish a similar program for speed enforcement that utilizes up to 75 speed safety systems on state highway construction or maintenance areas, as

Attachment: Bill Report 6-25 (11702 : State Legislative Update)

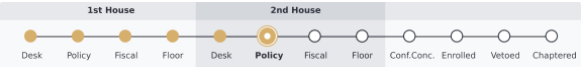
specified. The bill would require the department to adopt written guidelines for the use of speed safety systems before entering into an agreement regarding a speed safety system, purchasing or leasing equipment for a program, or implementing a program, and would require the department, in developing the guidelines, to consult with the Department of the California Highway Patrol and other relevant stakeholder organizations. (Based on 05/05/2025 text)

Location:	05/27/2025 - Assembly THIRD READING	**Current Text:**	05/05/2025 - Amended
		Last Amend:	05/05/2025

AB 306 | **Schultz (D)** | **HTML** | **PDF**

Building regulations: state building standards.

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Bill information

Status: 05/13/2025 - From committee chair, with author's amendments: Amend, and re-refer to committee. Read second time, amended, and re-referred to Com. on HOUSING.

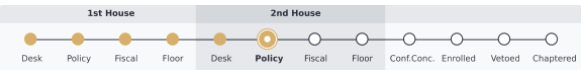
Summary: Current law establishes the Department of Housing and Community Development (department) in the Business, Consumer Services, and Housing Agency. The California Building Standards Law establishes the California Building Standards Commission (commission) within the Department of General Services. Existing law requires the commission to approve and adopt building standards and to codify those standards in the California Building Standards Code (code). The State Housing Law establishes statewide construction and occupancy standards for buildings used for human habitation. Current law requires, among other things, the building standards adopted and submitted by the department for approval by the commission, as specified, to be adopted by reference, with certain exceptions. Current law authorizes any city or county to make changes in those building standards that are published in the code, including to green building standards. Current law requires the governing body of a city or county, before making modifications or changes to those green building standards, to make an express finding that those modifications or changes are reasonably necessary because of local climatic, geological, or topographical conditions. This bill would, from June 1, 2025, to June 1, 2031, inclusive, prohibit a city or county from making changes that are applicable to residential units to the above-described building standards unless a certain condition is met, including that the commission deems those changes or modifications necessary as emergency standards to protect health and safety. (Based on 05/13/2025 text)

Location:	04/23/2025 - Senate HOUSING	**Current Text:**	05/13/2025 - Amended
		Last Amend:	05/13/2025

AB 317 | **Jackson (D)** | **HTML** | **PDF**

California First Time Homeowner Dream Act.

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Bill information

Status: 05/28/2025 - In Senate. Read first time. To Com. on RLS. for assignment.

Summary: The California Environmental Quality Act (CEQA) requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. Current law exempts various projects from CEQA, including projects

Attachment: Bill Report 6-25 (11702 : State Legislative Update)

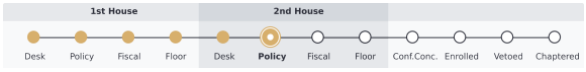
related to the conversion of a structure with a certificate of occupancy as a motel, hotel, residential hotel, or hostel to supportive or transitional housing, as defined, that meet certain conditions. This bill would exempt from CEQA the new construction of a single-family dwelling that meets specified conditions, including that the project contains one single-family dwelling that is 1,500 square feet or less with no more than 3 bedrooms, the property is intended to be sold to a first-time home buyer, and the lead agency determines that the developer of the project or the property owner provided sufficient legal commitments to meet the requirements of the exemption. The bill would require the lead agency, if it determines that a project qualifies for the exemption, to file a notice of exemption with the Office of Land Use and Climate Innovation, formerly known as the Office of Planning and Research, and the county clerk, as specified. By placing additional requirements on the lead agency to make a determination on whether the CEQA exemption applies, and on local agencies to determine whether the project developer provided sufficient legal commitments, as described, the bill would impose a state-mandated local program. (Based on 04/29/2025 text)

Location:	05/28/2025 - Senate RLS.	**Current Text:**	04/29/2025 - Amended
		Last Amend:	04/29/2025

AB 334 | **Petrie-Norris (D)** | **HTML** | **PDF**

Operators of toll facilities: interoperability programs: vehicle information.

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Bill information

Status: 05/28/2025 - Referred to Coms. on TRANS. and JUD.

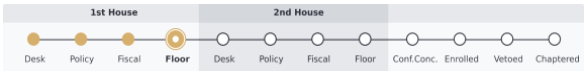
Summary: Current law authorizes operators of toll facilities on federal-aid highways engaged in an interoperability program to provide, regarding a vehicle's use of the toll facility, only the license plate number, transponder identification number, date and time of the transaction, and identity of the agency operating the toll facility. This bill would instead authorize operators of toll facilities on federal-aid highways engaged in an interstate interoperability program to provide only the information regarding a vehicle's use of the toll facility that is license plate data, transponder data, or transaction data and that is required to implement interstate interoperability. (Based on 05/12/2025 text)

Location:	05/28/2025 - Senate TRANS.	**Current Text:**	05/12/2025 - Amended
		Last Amend:	05/12/2025

AB 339 | **Ortega (D)** | **HTML** | **PDF**

Local public employee organizations: notice requirements.

Progress bar



Bill information

Status: 05/27/2025 - Read second time. Ordered to third reading.

Summary: The Meyers-Milias-Brown Act contains various provisions that govern collective bargaining of local represented employees and delegates jurisdiction to the Public Employment Relations Board to resolve disputes and enforce the statutory duties and rights of local public agency employers and employees. Current law requires the governing body of a public agency to meet and confer in good faith regarding wages, hours, and other terms and conditions of employment with representatives of recognized employee organizations. Current law requires the governing body of a public agency, and boards and commissions designated by law or by the governing

Attachment: Bill Report 6-25 (11702 : State Legislative Update)

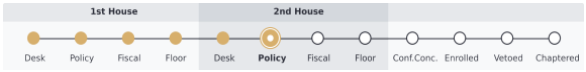
body, to give reasonable written notice, except in cases of emergency, as specified, to each recognized employee organization affected of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the governing body or the designated boards and commissions. This bill would require the governing body of a public agency, and boards and commissions designated by law or by the governing body of a public agency, to give the recognized employee organization no less than 120 days' written notice before issuing a request for proposals, request for quotes, or renewing or extending an existing contract to perform services that are within the scope of work of the job classifications represented by the recognized employee organization. The bill would require the notice to include specified information, including the anticipated duration of the contract. The bill would also require the public agency, if an emergency or other exigent circumstance prevents the public agency from providing the written notice described above, to provide as much advance notice as is practicable under the circumstances. (Based on 05/23/2025 text)

Location:	05/27/2025 - Assembly THIRD READING	**Current Text:**	05/23/2025 - Amended
		Last Amend:	05/23/2025

AB 370 | **Carrillo (D)** | **HTML** | **PDF**

California Public Records Act: cyberattacks.

Progress bar



Bill information

Status: 05/28/2025 - Referred to Com. on JUD.

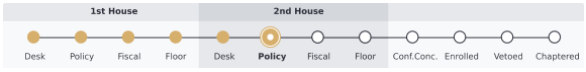
Summary: The California Public Records Act requires state and local agencies to make their records available for public inspection, except as specified. Current law requires each agency, within 10 days of a request for a copy of records, to determine whether the request seeks copies of disclosable public records in possession of the agency and to promptly notify the person of the determination and the reasons therefor. Current law authorizes that time limit to be extended by no more than 14 days under unusual circumstances, and defines "unusual circumstances" to include, among other things, the need to search for, collect, and appropriately examine records during a state of emergency when the state of emergency currently affects the agency's ability to timely respond to requests due to staffing shortages or closure of facilities, as provided. This bill would also expand the definition of unusual circumstances to include the inability of the agency, because of a cyberattack, to access its electronic servers or systems in order to search for and obtain a record that the agency believes is responsive to a request and is maintained on the servers or systems in an electronic format. (Based on 03/12/2025 text)

Location:	05/28/2025 - Senate JUD.	**Current Text:**	03/12/2025 - Amended
		Last Amend:	03/12/2025

AB 390 | **Wilson (D)** | **HTML** | **PDF**

Vehicles: highway safety.

Progress bar



Bill information

Status: 05/20/2025 - From committee chair, with author's amendments: Amend, and re-refer to committee. Read second time, amended, and re-referred to Com. on TRANS.

Attachment: Bill Report 6-25 (11702 : State Legislative Update)

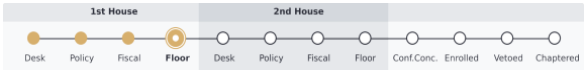
Summary: Current law requires a driver approaching, among others, a stationary marked Caltrans vehicle that is displaying flashing lights to approach with due caution and either change lanes to a lane not immediately adjacent to the vehicle, or, if unable to safely do so, slow to a reasonable and prudent speed, as specified. Current law makes a violation of that provision an infraction, punishable by a fine of not more than $50. This bill would expand that requirement to apply to all marked highway maintenance vehicles, as defined, and would also make that requirement applicable to any other stationary vehicle displaying flashing hazard lights or another warning device, including, but not limited to, cones, flares, or retroreflective devices. (Based on 05/20/2025 text)

Location:	05/07/2025 - Senate TRANS.	**Current Text:**	05/20/2025 - Amended
		Last Amend:	05/20/2025

AB 394 | **Wilson (D)** | HTML | PDF

Public transportation providers.

Progress bar



Bill information

Status: 05/27/2025 - Read second time. Ordered to third reading.

Summary: Current law defines a battery as any willful and unlawful use of force or violence upon the person of another. Current law provides that when a battery is committed against the person of an operator, driver, or passenger on a bus, taxicab, streetcar, cable car, trackless trolley, or other motor vehicle, as specified, and the person who commits the offense knows or reasonably should know that the victim is engaged in the performance of their duties, the penalty is imprisonment in a county jail not exceeding one year, a fine not exceeding $10,000, or both the fine and imprisonment. Current law also provides that if the victim is injured, the offense would be punished by a fine not exceeding $10,000, by imprisonment in a county jail not exceeding one year or in the state prison for 16 months, 2, or 3 years, or by both that fine and imprisonment. This bill would expand this crime to apply to an employee, public transportation provider, or contractor of a public transportation provider. (Based on 04/23/2025 text)

Location:	05/27/2025 - Assembly THIRD READING	**Current Text:**	04/23/2025 - Amended
		Last Amend:	04/23/2025

AB 431 | **Wilson (D)** | HTML | PDF

Advanced Air Mobility Infrastructure Act.

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Bill information

Status: 05/27/2025 - Read second time. Ordered to third reading.

Summary: The State Aeronautics Act governs various matters relative to aviation in the state, and authorizes the Department of Transportation to adopt, administer, and enforce rules and regulations for the administration of the act. Current law establishes the Advanced Air Mobility, Zero-Emission, and Electrification Aviation Advisory Panel to assess the feasibility and readiness of existing infrastructure to support a vertiport network to facilitate the development of advanced air mobility services, the development of a 3-year prioritized workplan for the state to advance advanced air mobility services, and pathways for promoting equity of access to advanced air mobility infrastructure, as specified. Current law requires the department, not later than January 1, 2025, to report to the Legislature on the infrastructure feasibility and readiness study and the 3-

Attachment: Bill Report 6-25 (11702 : State Legislative Update)

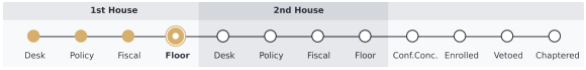
year prioritized workplan. This bill, the Advanced Air Mobility Infrastructure Act, would require the department to take certain actions related to advanced air mobility, as defined, including, among other things, developing a statewide plan, or updating the statewide aviation plan, to include vertiports, electric aviation charging, and the infrastructure needs of other advances in aviation technology, and designating a subject matter expert for advanced air mobility within the department, as specified. (Based on 04/30/2025 text)

Location:	05/27/2025 - Assembly THIRD READING	**Current Text:**	04/30/2025 - Amended
		Last Amend:	04/30/2025

AB 440 | **Ramos (D)** | HTML | PDF

Suicide prevention.

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Bill information

Status: 05/27/2025 - Read second time. Ordered to third reading.

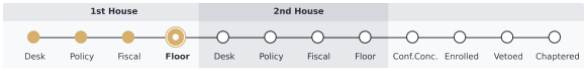
Summary: Current law authorizes the State Department of Public Health to establish the Office of Suicide Prevention. Current law authorizes the office, if established, to perform certain functions, including, among others, conducting state-level assessment of regional and statewide suicide prevention policies and practices and reporting on progress to reduce rates of suicide. This bill would require the office to work with the Department of Transportation to identify cost-effective strategies to reduce suicides and suicide attempts on the state's bridges and roadways. (Based on 04/10/2025 text)

Location:	05/27/2025 - Assembly THIRD READING	**Current Text:**	04/10/2025 - Amended
		Last Amend:	04/10/2025

AB 443 | **Bennett (D)** | HTML | PDF

Energy Commission: integrated energy policy report: curtailed solar and wind generation: hydrogen production.

Progress bar



Bill information

Status: 05/27/2025 - Read second time. Ordered to third reading.

Summary: Current law requires the State Energy Resources Conservation and Development Commission, beginning November 1, 2003, and biennially thereafter, to adopt an integrated energy policy report that contains an overview of major energy trends and issues facing the state, presents policy recommendations based on an in-depth and integrated analysis of the most current and pressing energy issues facing the state, and includes an assessment and forecast of system reliability and the need for resource additions, efficiency, and conservation, as specified. Current law also requires the commission, beginning November 1, 2004, and biennially thereafter, to prepare an energy policy review to update analyses from the integrated energy policy report or to raise energy issues that have emerged since the release of the integrated energy policy report, as specified. This bill would require the commission, as part of the 2027 edition of the integrated energy policy report, to include an assessment of the potential for using curtailed solar and wind generation to produce hydrogen, as provided. (Based on 02/06/2025 text)

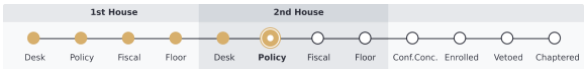
Location:	05/27/2025 - Assembly THIRD READING	**Current Text:**	02/06/2025 - Introduced

Attachment: Bill Report 6-25 (11702 : State Legislative Update)

AB 467 | Fong (D) | HTML | PDF

Open meetings: teleconferences: neighborhood councils.

Progress bar



Bill information

Status: 05/14/2025 - Referred to Coms. on L. GOV. and JUD.

Summary: The Ralph M. Brown Act, requires, with specified exceptions, that all meetings of a legislative body, as defined, of a local agency be open and public and that all persons be permitted to attend and participate. Current law, until January 1, 2026, authorizes specified neighborhood city councils to use alternate teleconferencing provisions related to notice, agenda, and public participation, as prescribed, if, among other requirements, the city council has adopted an authorizing resolution and 2/3 of the neighborhood city council votes to use alternate teleconference provisions, as specified. This bill would extend the authorization for specified neighborhood city councils to use the alternate teleconferencing provisions described above until January 1, 2030. (Based on 04/21/2025 text)

Location: 05/14/2025 - Senate L. GOV.

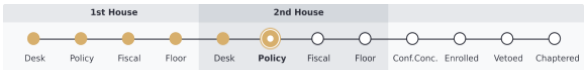
Current Text: 04/21/2025 - Amended

Last Amend: 04/21/2025

AB 507 | Haney (D) | HTML | PDF

Adaptive reuse: streamlining: incentives.

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Bill information

Status: 05/23/2025 - Read third time. Passed. Ordered to the Senate. (Ayes 64. Noes 1.) In Senate. Read first time. To Com. on RLS. for assignment.

Summary: The Planning and Zoning Law requires each county and city to adopt a comprehensive, long-term general plan for its physical development, and the development of certain lands outside its boundaries, that includes, among other mandatory elements, a housing element. That law allows a development proponent to submit an application for a development that is subject to a specified streamlined, ministerial approval process not subject to a conditional use permit, if the development satisfies certain objective planning standards, including that the development is a multifamily housing development that contains two or more residential units. This bill would deem an adaptive reuse project a use by right in all zones, regardless of the zoning of the site, and subject to a streamlined, ministerial review process if the project meets specified requirements, subject to specified exceptions. In this regard, an adaptive reuse project, in order to qualify for the streamlined, ministerial review process, would be required to be proposed for an existing building that is less than 50 years old or meets certain requirements regarding the preservation of historic resources, including the signing of an affidavit declaring that the project will comply with the United States Secretary of the Interior's Standards for Rehabilitation for, among other things, the preservation of exterior facades of a building that face a street, or receive federal or state historic rehabilitation tax credits, as specified. The bill would require an adaptive reuse project to meet specified affordability criteria. In this regard, the bill would require an adaptive reuse project for rental housing to include either 8% of the unit for very low income households and 5% of the units for extremely low income households or 15% of the units for lower income households. (Based on 02/10/2025 text)

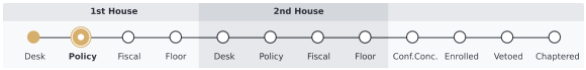
Attachment: Bill Report 6-25 (11702 : State Legislative Update)

Location:	05/23/2025 - Senate RLS.	**Current Text:**	02/10/2025 - Introduced

AB 590 | Lee (D) | HTML | PDF

Social Housing Bond Act of 2026.

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Bill information

Status: 03/03/2025 - Referred to Com. on H. & C.D.

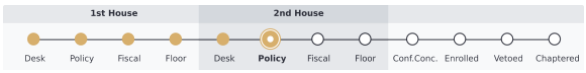
Summary: Under current law, there are programs providing assistance for, among other things, emergency housing, multifamily housing, farmworker housing, home ownership, and downpayment assistance for first-time home buyers. Current law also authorizes the issuance of bonds in specified amounts pursuant to the State General Obligation Bond Law and requires that proceeds from the sale of these bonds be used to finance various existing housing programs, capital outlay related to infill development, brownfield cleanup that promotes infill development, and housing-related parks. This bill would enact the Social Housing Bond Act of 2026 which, if approved by the voters, would authorize the issuance of bonds in the amount of $950,000,000 pursuant to the State General Obligation Bond Law, to fund social housing programs, as specified. The bill would create the California Housing Authority, which would be governed by the California Housing Authority Board, to ensure that social housing developments that are produced and acquired align with specified goals and would authorize the authority to issue the bonds and, upon appropriation of the Legislature, utilize funds from other sources to build more low, very low, and extremely low income housing. The bill would create the Social Housing Revolving Loan Fund to be used, upon appropriation of the Legislature, to provide zero-interest loan for the purpose of constructing housing to accommodate a mix of household incomes. (Based on 02/12/2025 text)

Location:	03/03/2025 - Assembly H. & C.D.	**Current Text:**	02/12/2025 - Introduced

AB 609 | Wicks (D) | HTML | PDF

California Environmental Quality Act: exemption: housing development projects.

Progress bar



Bill information

Status: 05/20/2025 - In Senate. Read first time. To Com. on RLS. for assignment.

Summary: The California Environmental Quality Act (CEQA) requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. CEQA exempts from its requirements various projects, including, but not limited to, housing projects that meet certain requirements. This bill would exempt from the requirements of CEQA a housing development project, as defined, that meets certain conditions relating to, for example, size, density, and location, including specific requirements for any housing on the project site located within 500 feet of a freeway. The bill would require a local government, as a condition of approval for the development, to require the development proponent to complete a specified environmental assessment regarding hazardous substance releases. If a recognized environmental condition is found, the bill would require the development proponent to complete a preliminary endangerment assessment and specified mitigation based on that assessment. Because a lead agency would be required to determine whether a

Attachment: Bill Report 6-25 (11702 : State Legislative Update)

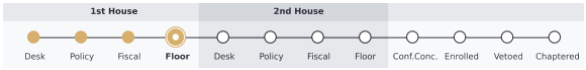
housing development project qualifies for this exemption, the bill would impose a state-mandated local program. (Based on 05/05/2025 text)

Location:	05/20/2025 - Senate RLS.	**Current Text:**	05/05/2025 - Amended
		Last Amend:	05/05/2025

AB 670 | **Quirk-Silva (D)** | HTML | PDF

Planning and zoning: housing element: converted affordable housing units.

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Bill information

Status: 05/27/2025 - Read second time. Ordered to third reading.

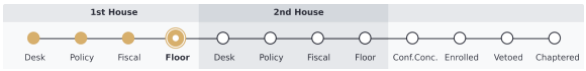
Summary: The Planning and Zoning Law requires each city, county, and city and county to adopt a general plan that includes, among other things, a housing element. After a legislative body has adopted all or part of a general plan, existing law requires a planning agency among other things, to provide by April 1 of each year an annual report to specified entities that includes prescribed information, including the number of housing development applications received in the prior year, as specified, the number of units of housing demolished and new units of housing, as specified. This bill would require specified information to be included in the report, including additional information regarding units of new housing, the units of housing demolished, and a report on replacement housing units, as specified. (Based on 03/28/2025 text)

Location:	05/27/2025 - Assembly THIRD READING	**Current Text:**	03/28/2025 - Amended
		Last Amend:	03/28/2025

AB 698 | **Wicks (D)** | HTML | PDF

Local taxation: real property transfers.

Progress bar



Bill information

Status: 05/06/2025 - Read second time. Ordered to third reading.

Summary: Current statutory law, enacted by Proposition 62, as approved by the voters at the November 4, 1986, statewide general election, prohibits a local government or district from imposing any transaction tax or sales tax on the sale of real property within the city, county, or district, except as provided. The California Constitution authorizes cities organized under a charter to make and enforce all ordinances and regulations in respect to municipal affairs, which supersede inconsistent general laws. The Documentary Transfer Tax Act authorizes the imposition of a tax by a county or city, as provided, with respect to specified instruments that transfer specified interests in real property. This bill would require a legislative body of a city, as specified, before it adopts any transfer tax on the sale of real property, to develop and post on its internet website an analysis that examines, at a minimum, the effect of the proposed transfer tax on, among other things, the production of affordable housing, including affordable housing produced by market-rate housing projects. (Based on 05/05/2025 text)

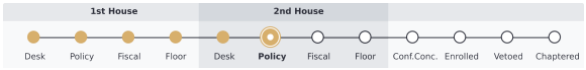
Location:	05/06/2025 - Assembly THIRD READING	**Current Text:**	05/05/2025 - Amended
		Last Amend:	05/05/2025

AB 712 | **Wicks (D)** | HTML | PDF

Attachment: Bill Report 6-25 (11702 : State Legislative Update)

Housing reform laws: enforcement actions: fines and penalties.

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Bill information

Status: 05/21/2025 - Referred to Coms. on HOUSING and JUD.

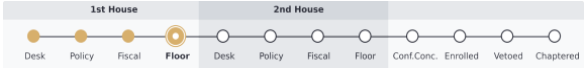
Summary: Current law within the Planning and Zoning Law describes various reforms and incentives enacted by the Legislature to facilitate and expedite the construction of affordable housing. Current law within the Planning and Zoning Law, in certain civil actions or proceedings against a public entity that has issued specified approvals for a housing development, authorizes a court to award all reasonably incurred costs of suit to a prevailing public entity or nonprofit housing corporation that is a real party in interest and the permit applicant of the low- or moderate-income housing if the court makes specified findings. This bill, where the applicant for a housing development is a prevailing party in an action brought by the applicant to enforce the public agency's compliance with a housing reform law as applied to the applicant's housing development project, would entitle an applicant for a housing development project to reasonable attorney's fees and costs and would require a court to impose fines on a local agency, as specified. The bill would prohibit a public agency from requiring the applicant to indemnify, defend, or hold harmless the public agency in any action alleging the public agency violated the applicant's rights or deprived the applicant of the benefits or protection provide by a housing reform law. (Based on 05/05/2025 text)

Location:	05/21/2025 - Senate HOUSING	**Current Text:**	05/05/2025 - Amended
		Last Amend:	05/05/2025

AB 716 | **Carrillo (D)** | **HTML** | **PDF**

Fire safety standards: hydrogen facilities.

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Bill information

Status: 05/27/2025 - Read second time. Ordered to third reading.

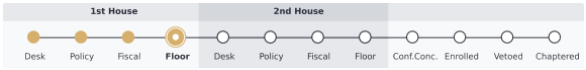
Summary: Would require the State Fire Marshal to adopt the National Fire Protection Association Hydrogen Technologies Code (NFPA 2) as the statewide fire safety standards and guidelines for hydrogen production, storage, and distribution facilities. The bill would authorize local governments, in consultation with the State Fire Marshal, to adopt more stringent fire safety standards than the statewide fire safety standards, based on unique local hazards and risks. The bill would require the State Fire Marshal to appoint a hydrogen fire expert, with specified duties. The bill would require the State Fire Marshal to provide ongoing training to local fire departments and building inspectors, as specified. (Based on 04/21/2025 text)

Location:	05/27/2025 - Assembly THIRD READING	**Current Text:**	04/21/2025 - Amended
		Last Amend:	04/21/2025

AB 726 | **Ávila Farías (D)** | **HTML** | **PDF**

Planning and zoning: annual report: rehabilitated units.

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Bill information

Attachment: Bill Report 6-25 (11702 : State Legislative Update)

Status: 05/27/2025 - Read second time. Ordered to third reading.

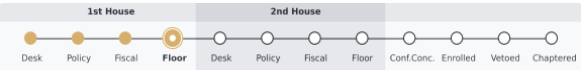
Summary: The Planning and Zoning Law requires each county and each city to adopt a comprehensive, long-term general plan for the physical development of the county or city, and specified land outside its boundaries, that includes, among other specified mandatory elements, a housing element. That law requires the planning agency of a city or county to provide by April 1 of each year an annual report to, among other entities, the Office of Land Use and Climate Innovation, formerly known as the Office of Planning and Research, and the Department of Housing and Community Development. Current law requires the annual report to include, among other things, the city's or county's progress in meeting its share of regional housing needs, as specified. This bill would permit a local agency to include in its annual report the number of units of existing deed-restricted affordable housing within a specified affordability threshold that are at least 15 years old and have been substantially rehabilitated with at least sixty thousand dollars per unit in funds awarded from the city or county, as specified. (Based on 02/18/2025 text)

Location:	05/27/2025 - Assembly THIRD READING	**Current Text:**	02/18/2025 - Introduced

AB 735 | Carrillo (D) | HTML | PDF

Planning and zoning: logistics use: truck routes.

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Bill information

Status: 05/15/2025 - Read second time. Ordered to third reading.

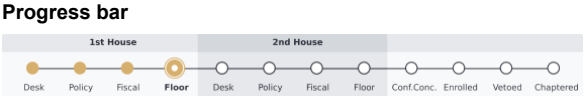
Summary: Current law, beginning January 1, 2026, prescribes various statewide warehouse design and build standards for any proposed new or expanded logistics use developments, as specified, including, among other things, standards for building design and location, parking, truck loading bays, landscaping buffers, entry gates, and signage. Current law defines various terms, including "21st century warehouse," and "tier 1 21st century warehouse," for purposes of those provisions as logistics uses that, among other things, comply with specified building and energy efficiency standards, including requirements related to the availability of conduits and electrical hookups to power climate control equipment at loading bays, as specified. Existing law, subject to specified exceptions, defines "logistics use" for these purposes to mean a building in which cargo, goods, or products are moved or stored for later distribution to business or retail customers, or both, that does not predominantly serve retail customers for onsite purchases, and heavy-duty trucks are primarily involved in the movement of the cargo, goods, or products. This bill would clarify that a 21st century warehouse and a tier 1 21st century warehouse are required to comply with those standards as are in effect at the time that the building permit for a development of a 21st century warehouse is issued and make other clarifying changes relating to permissibility of use of conduits and electrical hookups at loading bays at those locations. (Based on 04/24/2025 text)

Location:	05/15/2025 - Assembly THIRD READING	**Current Text:**	04/24/2025 - Amended
		Last Amend:	04/24/2025

AB 736 | Wicks (D) | HTML | PDF

The Affordable Housing Bond Act of 2026.

Progress bar



Attachment: Bill Report 6-25 (11702 : State Legislative Update)

Bill information

Status: 05/27/2025 - Read second time. Ordered to third reading.

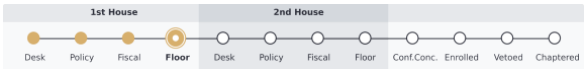
Summary: Would enact the Affordable Housing Bond Act of 2026, which, if adopted, would authorize the issuance of bonds in the amount of $10,000,000,000 pursuant to the State General Obligation Bond Law. Proceeds from the sale of these bonds would be used to finance programs to fund affordable rental housing and home ownership programs, including, among others, the Multifamily Housing Program, the CalHome Program, and the Joe Serna, Jr. Farmworker Housing Grant Program. (Based on 04/10/2025 text)

Location:	05/27/2025 - Assembly THIRD READING	**Current Text:**	04/10/2025 - Amended
		Last Amend:	04/10/2025

AB 782 | **Quirk-Silva (D)** | **HTML** | **PDF**

Subdivisions: security.

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Bill information

Status: 05/27/2025 - Read second time. Ordered to third reading.

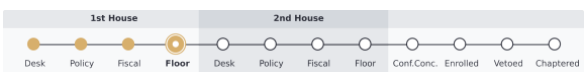
Summary: The Subdivision Map Act requires prescribed security from a developer if the act or a local ordinance authorizes or requires the furnishing of security in connection with the performance of any act or agreement. Current law requires the Real Estate Commissioner to make an examination of any subdivision, and to, unless there are grounds for denial, issue to the subdivider a public report authorizing the sale or lease of the lots or parcels within the subdivision. Current law specifies the grounds for denial, including, among other things, the inability to demonstrate that adequate financial arrangements have been made for all offsite improvements included in the offering or the inability to demonstrate that adequate financial arrangements have been made for any community, recreational, or other facilities included in the offering. This bill, with respect to a residential development or project, would prohibit a local agency from requiring the furnishing of security in connection with the performance of any act or agreement related to an improvement that will be privately owned and maintained, and from conditioning the subdivision or any approval necessary for the development or construction of the project as a whole on the furnishing of that security related to an improvement that will be privately owned and maintained, if a security has been furnished for the same improvement pursuant to specified laws relating to real estate transactions, including with respect to the issuance of the public report by the Real Estate Commissioner described above. The bill would also prohibit the Real Estate Commissioner, in issuing a public report for a residential development or project, from requiring the furnishing of a security in connection with the performance of any act or agreement related to an improvement that will be publicly owned and maintained if the Real Estate Commissioner determines that sufficient security has been furnished to a local agency for the same improvement, as provided. (Based on 05/05/2025 text)

Location:	05/27/2025 - Assembly THIRD READING	**Current Text:**	05/05/2025 - Amended
		Last Amend:	05/05/2025

AB 790 | **Ávila Farías (D)** | **HTML** | **PDF**

Homelessness: single women with children.

Progress bar



Attachment: Bill Report 6-25 (11702 : State Legislative Update)

Bill information

Status: 05/27/2025 - Read second time. Ordered to third reading.

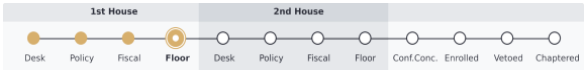
Summary: Current law requires cities, counties, and continuums of care receiving state funding to address homelessness on or after January 1, 2024, to include families, people fleeing or attempting to flee domestic violence, and unaccompanied women within the vulnerable populations for whom specific system supports are developed to maintain homeless services and housing delivery. Current law also requires the cities, counties, and continuums of care to develop analyses and goals with victim service providers to address the specific needs of the above-described population with data measures not included within the Homeless Management Information System, in accordance with federal policies and specified guidelines. Current law requires the Interagency Council on Homelessness to set and measure progress on goals to prevent and end homelessness among domestic violence survivors and their children and among unaccompanied women in California. This bill would specifically include women with children in the populations described above. The bill would require the cities, counties, and continuums of care developing the analyses and goals described above to the Interagency Council on Homelessness. (Based on 05/05/2025 text)

Location:	05/27/2025 - Assembly THIRD READING	**Current Text:**	05/05/2025 - Amended
		Last Amend:	05/05/2025

AB 891 | **Zbur (D)** | **HTML** | **PDF**

Transportation: Quick-Build Project Pilot Program.

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Bill information

Status: 05/27/2025 - Read second time. Ordered to third reading.

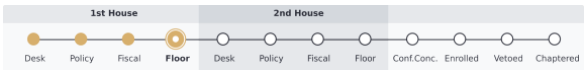
Summary: Would establish the Quick-Build Project Pilot Program within the Department of Transportation's maintenance program to expedite development and implementation of low-cost projects on the state highway system, as specified. The bill would require the department, on or before December 31, 2027, to develop and publish guidance for the deployment of district quick-build projects. The bill would require the department, on or before December 31, 2028, to identify and commit to funding a minimum of 6 quick-build projects statewide. (Based on 02/19/2025 text)

Location:	05/27/2025 - Assembly THIRD READING	**Current Text:**	02/19/2025 - Introduced

AB 902 | **Schultz (D)** | **HTML** | **PDF**

Transportation projects: barriers to wildlife movement.

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Bill information

Status: 05/27/2025 - Read second time. Ordered to third reading.

Summary: Current law requires the Department of Transportation (Caltrans),for any project on the state highway system in a connectivity area that adds a traffic lane or that has the potential to significantly impair wildlife connectivity, to perform an assessment, in consultation with the Department of Fish and Wildlife (DFW), to identify potential wildlife connectivity barriers and any needs for improved permeability, as specified. Current law requires the implementing agency to remediate barriers to wildlife connectivity in conjunction with the project if any structural barrier to wildlife

Attachment: Bill Report 6-25 (11702 : State Legislative Update)

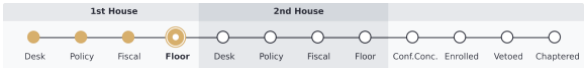
connectivity exists or will be added by the project for target species in the connectivity area, as provided. Current law authorizes Caltrans to use compensatory mitigation credits to satisfy this requirement if DFW concurs with the use of those credits. This bill would require a lead agency to incorporate appropriate wildlife passage features into a transportation infrastructure project in a connectivity area, as specified. By requiring a lead agency to expand the scope of its transportation project, the bill would impose a state-mandated local program. The bill would exempt a project on the state highway system from this requirement if Caltrans is the lead agency. (Based on 05/23/2025 text)

Location:	05/27/2025 - Assembly THIRD READING	**Current Text:**	05/23/2025 - Amended
		Last Amend:	05/23/2025

AB 906 | **González, Mark (D)** | **HTML** | **PDF**

Planning and zoning: housing elements: affirmatively furthering fair housing.

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Bill information

Status: 05/27/2025 - Read second time. Ordered to third reading.

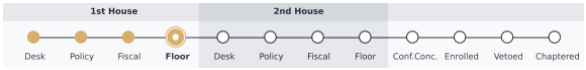
Summary: The Planning and Zoning Law requires a city or county to adopt a general plan for land use development that includes, among other things, a housing element. Current law requires the housing element to include, among other things, an inventory of land suitable and available for residential development, including specified sites, an analysis of the relationship of zoning and public facilities and services to these sites (first analysis), and an analysis of the relationship of the sites identified in the land inventory to the jurisdiction's duty to affirmatively further fair housing (2nd analysis). This bill would remove the requirement on cities and counties to include the 2nd analysis in their housing elements. (Based on 04/21/2025 text)

Location:	05/27/2025 - Assembly THIRD READING	**Current Text:**	04/21/2025 - Amended
		Last Amend:	04/21/2025

AB 915 | **Petrie-Norris (D)** | **HTML** | **PDF**

Clean energy project siting and permitting.

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Bill information

Status: 05/27/2025 - Read second time. Ordered to third reading.

Summary: Current law requires the State Energy Resources Conservation and Development Commission (Energy Commission) and the Public Utilities Commission to submit a joint Reliability Planning Assessment to the Legislature on a quarterly basis. Current law requires that assessment to report on significant delays or barriers affecting the timely deployment of renewable energy and zero-carbon resources, including, among other things, permitting processes. This bill would require the Energy Commission to establish a state central pool of subject matter experts with experience in clean energy project siting and permitting. (Based on 05/23/2025 text)

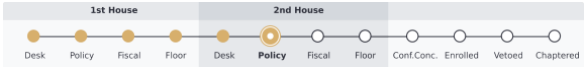
Location:	05/27/2025 - Assembly THIRD READING	**Current Text:**	05/23/2025 - Amended
		Last Amend:	05/23/2025

Attachment: Bill Report 6-25 (11702 : State Legislative Update)

AB 920 | **Caloza (D)** | **HTML** | **PDF**

Permit Streamlining Act: housing development projects: centralized application portal.

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Bill information

Status: 05/28/2025 - Referred to Coms. on L. GOV. and HOUSING.

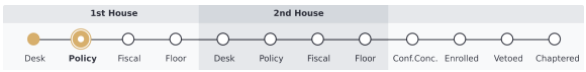
Summary: The Permit Streamlining Act requires a public agency that is the lead agency for a development project to approve or disapprove that project within specified time periods. Current law requires a city or county that has an internet website to, among other things, make a fee estimate tool that the public can use to calculate an estimate of fees and exactions for a proposed housing development project available on its internet website. This bill would require a city or county with a population of 150,000 or more persons that has an internet website to make a centralized application portal available on its internet website to applicants for housing development projects, as prescribed. The bill would, notwithstanding that provision, authorize a city or county described above to make a centralized application portal available on its internet website no later than January 1, 2030, if the legislative body of the city or county, on or before January 1, 2028, takes certain action, including initiating a procurement process to make a centralized application portal available on its internet website. The bill would require the centralized application portal to allow for tracking of the status of an application. (Based on 04/24/2025 text)

Location:	05/28/2025 - Senate L. GOV.	**Current Text:**	04/24/2025 - Amended
		Last Amend:	04/24/2025

AB 939 | **Schultz (D)** | **HTML** | **PDF**

The Safe, Sustainable, Traffic-Reducing Transportation Bond Act of 2026.

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Bill information

Status: 03/10/2025 - Referred to Com. on TRANS.

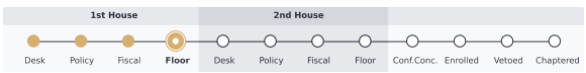
Summary: Would enact the Safe, Sustainable, Traffic-Reducing Transportation Bond Act of 2026 which, if approved by the voters, would authorize the issuance of bonds in the amount of $20,000,000,000 pursuant to the State General Obligation Bond Law to finance transit and passenger rail improvements, local streets and roads and active transportation projects, zero-emission vehicle investments, transportation freight infrastructure improvements, and grade separations and other critical safety improvements. The bill would provide for the submission of the bond act to the voters at the November 3, 2026, statewide general election. (Based on 02/19/2025 text)

Location:	03/10/2025 - Assembly TRANS.	**Current Text:**	02/19/2025 - Introduced

AB 954 | **Bennett (D)** | **HTML** | **PDF**

State transportation improvement program: bicycle highway pilot program.

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Bill information

Attachment: Bill Report 6-25 (11702 : State Legislative Update)

Status: 05/27/2025 - Read second time. Ordered to third reading.

Summary: Current law establishes the state transportation improvement program (STIP) process, pursuant to which the California Transportation Commission programs, on a biennial basis, available state and federal funds for transportation capital improvement projects, other than state highway rehabilitation and repair projects, for the 5-year period of the STIP, based on the interregional transportation improvement program (ITIP) prepared by the Department of Transportation and the regional transportation improvement programs (RTIP) prepared by regional transportation planning agencies. This bill would require the department to prepare a proposal for the development, including the selection, of sites for a pilot program establishing branded networks of bicycle highways that are numbered and signed within 2 of California's major metropolitan areas. The bill would require the department, on or before January 1, 2030, to include the proposal in the draft ITIP and would require the department to perform all other actions necessary for the pilot program to be programmed in the STIP, as specified. (Based on 02/20/2025 text)

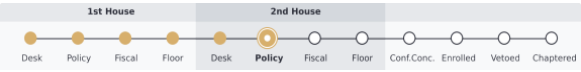
Location: 05/27/2025 - Assembly THIRD READING

Current Text: 02/20/2025 - Introduced

AB 956 | **Quirk-Silva (D)** | **HTML** | **PDF**

Accessory dwelling units: ministerial approval: single-family dwellings.

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Bill information

Status: 05/23/2025 - Read third time. Passed. Ordered to the Senate. (Ayes 58. Noes 4.) In Senate. Read first time. To Com. on RLS. for assignment.

Summary: Current law requires a local agency to ministerially approve building permit applications within a residential or mixed-use zone to create, among others, one detached, new construction, accessory dwelling unit that does not exceed 4-foot side and rear yard setbacks for a lot with a proposed or existing single-family dwelling, as specified. This bill would increase the number of detached, new construction, accessory dwelling units that a local agency is required to ministerially approve on lots with a proposed or existing single-family dwelling, as described above, to 2. By imposing new duties on local governments with respect to the approval of accessory dwelling units, the bill would impose a state-mandated local program. (Based on 03/17/2025 text)

Location: 05/23/2025 - Senate RLS.

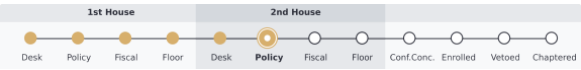
Current Text: 03/17/2025 - Amended

Last Amend: 03/17/2025

AB 975 | **Gallagher (R)** | **HTML** | **PDF**

Lake and streambed alteration agreements: exemptions: culverts and bridges.

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Bill information

Status: 05/23/2025 - Read third time. Passed. Ordered to the Senate. (Ayes 72. Noes 0.) In Senate. Read first time. To Com. on RLS. for assignment.

Summary: Current law prohibits a person, a state or local governmental agency, or a public utility from substantially diverting or obstructing the natural flow of, or substantially changing or using any material from the bed, channel, or bank of, any river, stream, or lake, or depositing or disposing of debris, waste, or other material containing crumbled, flaked, or ground pavement where it may pass into any river, stream, or lake, unless

Attachment: Bill Report 6-25 (11702 : State Legislative Update)

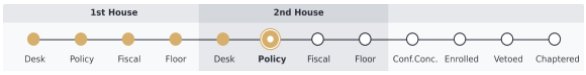
prescribed requirements are met, including written notification to the Department of Fish and Wildlife regarding the activity. Current law requires the department to determine whether the activity may substantially adversely affect an existing fish and wildlife resource and, if so, to provide a draft lake or streambed alteration agreement to the person, agency, or utility. Current law prescribes various requirements for lake and streambed alteration agreements. This bill would, until January 1, 2027, exempt from these provisions projects to repair or reconstruct a bridge 30 feet long or less or a culvert 70 feet long or less within the County of Sutter that has been damaged or destroyed as a result of fire, flood, storm, earthquake, land subsidence, gradual earth movement, or landslide, in, or after, 2021. (Based on 05/01/2025 text)

Location:	05/23/2025 - Senate RLS.	**Current Text:**	05/01/2025 - Amended
		Last Amend:	05/01/2025

AB 1089 | **Carrillo (D)** | **HTML** | **PDF**

Western Joshua Tree Conservation Act: industrial projects and commercial projects.

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Bill information

Status: 05/07/2025 - Referred to Com. on N.R. & W.

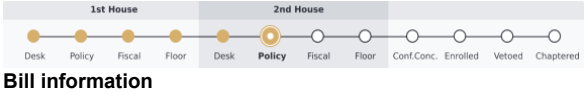
Summary: Current law authorizes the Department of Fish and Wildlife to enter into an agreement with any county or city to delegate to the county or city the ability to authorize the taking of a western Joshua tree associated with developing single-family residences, multifamily residences, accessory structures, and public works projects concurrent with its approval of the project if certain conditions are met. Current law authorizes any person or public agency receiving a take authorization for a project to pay specified fees in lieu of satisfying the mitigation obligation on several bases, including if the project receives a permit issued by a county or city. This bill would additionally authorize the department to enter into an agreement with any city to delegate to the city the ability to authorize the taking of western Joshua trees associated with developing commercial and industrial projects. The bill would, relative to other project types subject to delegated local mitigation authority, limit the bases for commercial or industrial projects to pay specified fees in lieu of satisfying the mitigation obligation, as provided. (Based on 03/24/2025 text)

Location:	05/07/2025 - Senate N.R. & W.	**Current Text:**	03/24/2025 - Amended
		Last Amend:	03/24/2025

AB 1114 | **Ávila Farías (D)** | **HTML** | **PDF**

Emergency vehicles: fee and toll exemptions.

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Bill information

Status: 05/23/2025 - Read third time. Passed. Ordered to the Senate. (Ayes 71. Noes 0.) In Senate. Read first time. To Com. on RLS. for assignment.

Summary: Current law provides for the exemption of authorized emergency vehicles from the payment of a toll or charge on a vehicular crossing, toll highway, or high-occupancy toll (HOT) lane and any related fines, when the authorized emergency vehicle is being driven under specified conditions, including, among others, the vehicle is displaying an exempt license plate and a public agency identification, such as “Police.” This bill would extend the exemption from fees imposed under the Vehicle Code to a vehicle owned by a public or private entity used as an authorized emergency vehicle, as

Attachment: Bill Report 6-25 (11702 : State Legislative Update)

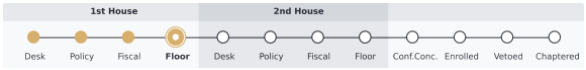
defined. The bill would include in the exemption of an authorized emergency vehicle exempt from the payment of a toll or charge a vehicle displaying an exempt license plate and “Ambulance.” (Based on 04/21/2025 text)

Location:	05/23/2025 - Senate RLS.	**Current Text:**	04/21/2025 - Amended
		Last Amend:	04/21/2025

AB 1145 | **Gonzalez, Jeff (R)** | HTML | PDF

State highways: safety: State Highway Route 74: report.

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Bill information

Status: 05/27/2025 - Read second time. Ordered to third reading.

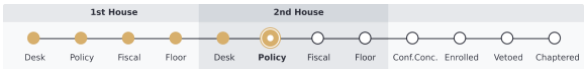
Summary: Would require the Department of Transportation, on or before December 31, 2027, to conduct a study on highway safety on State Highway Route 74. The bill would require the study to collect specified data over the preceding 10 years, as provided, and to develop recommendations to improve highway safety on State Highway Route 74, including recommendations on how to address enforcement facility bypassing on roadways other than State Highway Route 74, as specified. The bill would require the department to report its findings and recommendations to the Legislature on or before December 31, 2027. The bill would repeal these provisions as of January 1, 2029. (Based on 05/23/2025 text)

Location:	05/27/2025 - Assembly THIRD READING	**Current Text:**	05/23/2025 - Amended
		Last Amend:	05/23/2025

AB 1154 | **Carrillo (D)** | HTML | PDF

Accessory dwelling units: junior accessory dwelling units.

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Bill information

Status: 05/07/2025 - Referred to Coms. on HOUSING and L. GOV.

Summary: The Planning and Zoning Law, among other things, provides for the creation of accessory dwelling units by local ordinance, or, if a local agency has not adopted an ordinance, by ministerial approval, in accordance with specified standards and conditions. Existing law prohibits a local agency from imposing parking standards for an accessory dwelling unit under certain circumstances, whether or not the local agency has adopted a local ordinance pursuant to the above provisions. Under existing law, those circumstances include, among others, if the accessory dwelling unit is located within 1/2 of one mile walking distance of public transit or there is a car share vehicle located within one block of the accessory dwelling unit. This bill would additionally prohibit a local agency from imposing any parking standards if the accessory dwelling unit is 500 square feet or smaller. This bill contains other related provisions and other existing laws. (Based on 02/20/2025 text)

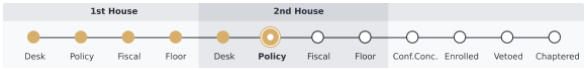
Location:	05/07/2025 - Senate HOUSING	**Current Text:**	02/20/2025 - Introduced

AB 1206 | **Harabedian (D)** | HTML | PDF

Attachment: Bill Report 6-25 (11702 : State Legislative Update)

Single-family and multifamily housing units: preapproved plans.

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Bill information

Status: 05/21/2025 - Referred to Coms. on L. GOV. and HOUSING.

Summary: Would require each local agency, as defined and by July 1, 2026, to develop a program for the preapproval of single-family and multifamily residential housing plans, whereby the local agency accepts single-family and multifamily plan submissions for preapproval and approves or denies the preapproval applications, as specified. The bill would authorize a local agency to charge a fee to an applicant for the preapproval of a single-family or multifamily residential housing plan, as specified. The bill would require the local agency to post preapproved single-family or multifamily residential housing plans and the contact information of the applicant on the local agency's internet website. The bill would require a local agency to either approve or deny an application for a single-family or multifamily residential housing unit, both as defined, within 30 days if the lot meets certain conditions and the application utilizes either a single-family or multifamily residential housing unit plan preapproved within the current triennial California Building Standards Code rulemaking cycle or a plan that is identical to a plan used in an application for a single-family or multifamily residential housing unit approved by the local agency within the current triennial California Building Standards Code rulemaking cycle. The bill would also provide that its provisions do not prevent a local agency from voluntarily accepting or admitting additional plans at higher densities in additional zoning districts into the preapproved housing plan program, at the local agency's discretion. (Based on 03/27/2025 text)

Location: 05/21/2025 - Senate L. GOV.

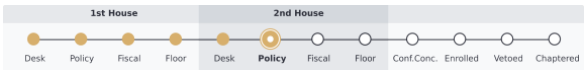
Current Text: 03/27/2025 - Amended

Last Amend: 03/27/2025

AB 1207 | Irwin (D) | HTML | PDF

Climate change: market-based compliance mechanism: price ceiling.

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Bill information

Status: 05/28/2025 - In Senate. Read first time. To Com. on RLS. for assignment.

Summary: The California Global Warming Solutions Act of 2006, until January 1, 2031, authorizes the State Air Resources Board to adopt a regulation establishing a system of market-based declining aggregate emissions limits for sources or categories of sources that emit greenhouse gases (market-based compliance mechanism) that meets certain requirements. Current law requires the state board, in adopting the regulation to, among other things, establish a price ceiling for emission allowances sold by the state board. Current law requires the state board, in establishing the price ceiling, to consider specified factors, including the full social cost associated with emitting a metric ton of greenhouse gases. This bill would require the state board to instead consider the full social cost associated with emitting a metric ton of greenhouse gases, as determined by the United States Environmental Protection Agency in November 2023. (Based on 03/17/2025 text)

Location: 05/28/2025 - Senate RLS.

Current Text: 03/17/2025 - Amended

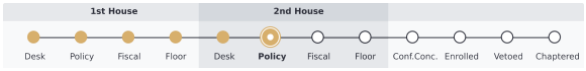
Last Amend: 03/17/2025

AB 1237 | McKinnor (D) | HTML | PDF

Counties of Los Angeles and Santa Clara: sporting events: ticket charge: public transit.

Attachment: Bill Report 6-25 (11702 : State Legislative Update)

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Bill information

Status: 05/28/2025 - Referred to Coms. on TRANS. and B. P. & E.D.

Summary: Would authorize Santa Clara Valley Transportation Authority (VTA) to impose a charge of up to $5 on the purchaser of a ticket from a ticket vendor to a sporting event in the County of Santa Clara held as part of the 2026 FIFA World Cup or the 2026 NCAA Men's or Women's Basketball Championship, as specified. The bill would require VTA to use any revenues collected from the charge to support its transit operations. The bill would require VTA, if it imposes the charge, to allow any person to use its transit services at no charge on the day of one of those sporting events if the person presents a ticket to that sporting event at the location where VTA collects fares for transit services. The bill would require VTA, if it imposes the charge, to prepare and submit a report to the Legislature on or before January 1, 2027, that includes specified information regarding implementation of the bill. (Based on 04/23/2025 text)

Location: 05/28/2025 - Senate TRANS.

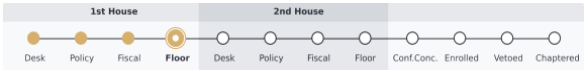
Current Text: 04/23/2025 - Amended

Last Amend: 04/23/2025

AB 1244 | **Wicks (D)** | **HTML** | **PDF**

California Environmental Quality Act: transportation impact mitigation: Transit-Oriented Development Implementation Program.

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Bill information

Status: 05/27/2025 - Read second time. Ordered to third reading.

Summary: The California Environmental Quality Act (CEQA) requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. Under current law, the Transit-Oriented Development Implementation Program is administered by the Department of Housing and Community Development to provide local assistance to developers for the purpose of developing higher density uses within close proximity to transit stations as provided. Current law establishes the Transit-Oriented Development Implementation Fund and, to the extent funds are available, requires the department to make loans for the development and construction of housing development projects within close proximity to a transit station that meet specified criteria. This bill would authorize a project, to the extent that the project is required to mitigate transportation impacts under CEQA, to satisfy the mitigation requirement by electing to contribute an amount of money, at a price per vehicle mile traveled, as determined by the Office of Land Use and Climate Innovation, to the Transit-Oriented Development Implementation Fund for the purposes of the Transit-Oriented Development Implementation Program, as provided. The bill would require the office, on or before July 1, 2029, and at least once every 3 years thereafter, to update the price per vehicle mile traveled based on specified factors. The bill would require, upon appropriation by the Legislature, the contributions to be available to the department to fund developments located in the same region, as defined, with preference given to specified projects. The bill would require the department to, for each award, confirm the estimated reduction in vehicle miles traveled, as provided, and would require the department to post specified information on its internet website. (Based on 04/23/2025 text)

Location: 05/27/2025 - Assembly THIRD READING

Current Text: 04/23/2025 - Amended

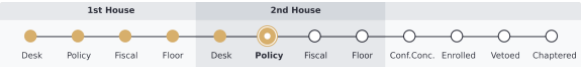
Last Amend: 04/23/2025

Attachment: Bill Report 6-25 (11702 : State Legislative Update)

AB 1275 | Elhawary (D) | HTML | PDF

Regional housing needs: regional transportation plan.

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Bill information

Status: 05/23/2025 - Read third time. Passed. Ordered to the Senate. (Ayes 71. Noes 0.) In Senate. Read first time. To Com. on RLS. for assignment.

Summary: The Planning and Zoning Law requires each county and city to adopt a comprehensive, long-term general plan for the physical development of the county or city, and specified land outside its boundaries and requires the general plan to include, among other mandatory elements, a housing element, and requires the housing element to include, among other things, an inventory of land suitable and available for residential development. Current law requires, for the 4th and subsequent revisions of the housing element, the department to determine the existing and projected need for housing for each region, as specified. Current law requires the department, in consultation with the council of governments, to determine the existing and projected need of housing for each region at least 2 years prior to the scheduled revision of the housing element, as provided. Current law requires the department to meet and consult with the council of governments regarding the assumptions and methodology to be used to determine the region's housing needs at least 26 months prior to the scheduled revision of the housing element, as provided. This bill, except as specified, would extend the above-described timeline for the department to determine the existing and projected need of housing for each region from 2 years to 3 years prior to the scheduled revision of the housing element, and the above-described timeline to meet and consult with a council of governments from at least 26 months to at least 38 months prior to the scheduled revision of the housing element, respectively. (Based on 04/24/2025 text)

Location: 05/23/2025 - Senate RLS.

Current Text: 04/24/2025 - Amended

Last Amend: 04/24/2025

AB 1294 | Haney (D) | HTML | PDF

Planning and zoning: housing development: standardized application form.

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Bill information

Status: 05/27/2025 - Read second time. Ordered to third reading.

Summary: The Permit Streamlining Act, among other things, requires each public agency to provide a development project applicant with a list that specifies the information that will be required from any applicant for a development project. The act requires a public agency that has received an application for a development project to determine in writing whether the application is complete within 30 calendar days and to immediately transmit the determination to the applicant of the development project. This bill would require that an application for a housing entitlement, as defined, be deemed complete upon payment of the permit processing fees and upon providing specified information, including, among other things, a description of the proposed housing development project and a list of the approvals requested by the applicant. The bill would require, on or before July 1, 2026, the Department of Housing and Community Development to adopt a standardized application form that applicants for a housing entitlement may use for the purpose of satisfying these requirements and would require, on or after October 1, 2026, a city, county, or city and county to accept an application submitted

Attachment: Bill Report 6-25 (11702 : State Legislative Update)

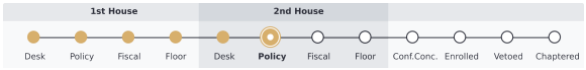
on the standardized application form. The bill would prohibit the city, county, or city and county from requiring submission of any other forms, beside the standardized application form, except as specified. (Based on 04/22/2025 text)

Location:	05/27/2025 - Assembly THIRD READING	**Current Text:**	04/22/2025 - Amended
		Last Amend:	04/22/2025

AB 1430 | **Bennett (D)** | **HTML** | **PDF**

County recorders: fees.

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Bill information

Status: 05/23/2025 - Read third time. Passed. Ordered to the Senate. (Ayes 64. Noes 1.) In Senate. Read first time. To Com. on RLS. for assignment.

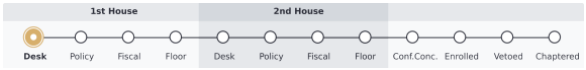
Summary: Current law establishes the office of county recorder and requires the county recorder to accept for recordation any instrument, paper, or notice that is authorized or required to be recorded, subject to the collection of specified fees. Current law prohibits the fee for recording and indexing an instrument, paper, or notice from exceeding $10 for recording the first page and $3 for each additional page, which charges are to reimburse the county for the costs of services rendered. Current law requires $1 of each $3 fee for each additional page to be deposited in the county general fund. This bill would set the fee for recording and indexing at $15 for recording the first page and $4 for each additional page but would prohibit the fees from exceeding the reasonable costs of the county recorder's office for providing these services. The bill would provide that these funds are to be dedicated to, and solely utilized for, the county recorder's office, as specified. (Based on 03/17/2025 text)

Location:	05/23/2025 - Senate RLS.	**Current Text:**	03/17/2025 - Amended
		Last Amend:	03/17/2025

ACA 12 | **Wallis (R)** | **HTML** | **PDF**

Road usage charges: vote and voter approval requirements.

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Bill information

Status: 03/27/2025 - From printer. May be heard in committee April 26.

Summary: The California Constitution requires any change in state statute that increases the tax liability of any taxpayer to be imposed by an act passed by 2/3 of the membership of each house of the Legislature and prohibits specified taxes on real property from being so imposed. For these purposes, the California Constitution defines a "tax" as any state levy, charge, or exaction, except as described in certain exceptions. The California Constitution describes one of those exceptions as a charge imposed for entrance to or use of state property, or the purchase, rental, or lease of state property, except charges governed by a specified provision of the California Constitution. This measure, on or after its effective date, would provide that the exception described above does not include a road usage charge, as described, thereby requiring the imposition of this type of charge to be subject to the 2/3 vote requirement. (Based on 03/26/2025 text)

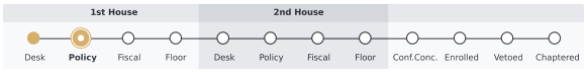
Location:	03/26/2025 - Assembly PRINT	**Current Text:**	03/26/2025 - Introduced

Attachment: Bill Report 6-25 (11702 : State Legislative Update)

SB 2 | Jones (R) | HTML | PDF

Low-carbon fuel standard: regulations.

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Bill information

Status: 03/19/2025 - March 19 set for first hearing. Failed passage in committee. (Ayes 3. Noes 2.) Reconsideration granted.

Summary: The California Global Warming Solutions Act of 2006 requires the State Air Resources Board to adopt rules and regulations to achieve the maximum technologically feasible and cost-effective greenhouse gas emissions reductions to ensure that the statewide greenhouse gas emissions are reduced to at least 40% below the statewide greenhouse gas emissions limit, as defined, no later than December 31, 2030. Pursuant to the act, the state board has adopted the Low-Carbon Fuel Standard regulations. This bill would void specified amendments to the Low-Carbon Fuel Standard regulations adopted by the state board on November 8, 2024, or as subsequently adopted, as specified. This bill would declare that it is to take effect immediately as an urgency statute. (Based on 03/12/2025 text)

Location: 01/29/2025 - Senate E.Q.

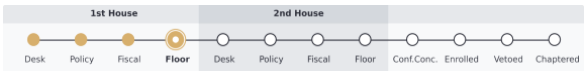
Current Text: 03/12/2025 - Amended

Last Amend: 03/12/2025

SB 5 | Cabaldon (D) | HTML | PDF

Enhanced infrastructure financing districts and community revitalization and investment areas: allocation of taxes: agricultural land exclusion.

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Bill information

Status: 04/24/2025 - Read second time and amended. Ordered to third reading.

Summary: The California Land Conservation Act of 1965, otherwise known as the Williamson Act, authorizes a landowner of specified agricultural land to petition the city or county to cancel a Williamson Act contract in order to designate the land as a farmland security zone, whereby the land is eligible for a specified property tax valuation and taxed at a reduced rate for specified special taxes. Current law authorizes the legislative body of a city or a county to establish an enhanced infrastructure financing district, with a governing body referred to as the public financing authority, to finance public capital facilities or other specified projects of communitywide significance. Current law requires the public financing authority to prepare and adopt a proposed infrastructure financing plan, as specified. Current law authorizes the plan to require a certain portion of specified taxes levied upon property within the district to be allocated to the district each year, as specified. Current law authorizes certain local agencies to form a Community Revitalization and Investment Authority within a community revitalization and investment area to carry out a community revitalization plan in that area for specified purposes. Current law authorizes the plan to require a certain portion of specified taxes levied upon property within the area to be allocated to the authority to finance improvements, as specified. This bill would exclude the taxes levied upon a parcel of land enrolled in or subject to a Williamson Act contract or a farmland security zone contract, as specified, from the above-described allocations to the district or authority, as applicable. (Based on 04/24/2025 text)

Location: 04/24/2025 - Senate THIRD READING

Current Text: 04/24/2025 - Amended

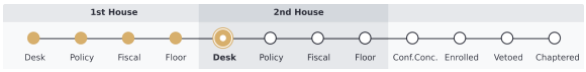
Last Amend: 04/24/2025

Attachment: Bill Report 6-25 (11702 : State Legislative Update)

SB 9 | Arreguín (D) | HTML | PDF

Accessory Dwelling Units: ordinances.

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Bill information

Status: 05/28/2025 - Read third time. Passed. (Ayes 28. Noes 4.) Ordered to the Assembly. In Assembly. Read first time. Held at Desk.

Summary: The Planning and Zoning Law provides for the creation of an accessory dwelling unit by local ordinance, or, if a local agency has not adopted an ordinance, by ministerial approval, in accordance with specified standards. The law requires a local agency to submit an accessory dwelling unit ordinance to the Department of Housing and Community Development within 60 days after adoption. The law authorizes the department to submit written findings to a local agency as to whether the ordinance complies with the standards. If the department finds that the ordinance does not comply with the standards, the law requires the department to provide a local agency reasonable time, no longer than 30 days, to respond to its findings. If the local agency does not amend its ordinance in response to those findings or does not adopt a resolution with findings explaining the reason the ordinance complies with the standards and addressing the department's findings, the law requires the department to notify the local agency and authorizes the department to notify the Attorney General that the local agency is in violation of state law. This bill would invalidate the ordinance if the local agency fails to submit a copy of the ordinance to the department within 60 days of adoption or fails to respond to the department's findings that the ordinance does not comply with the standards within 30 days, as described above. (Based on 05/08/2025 text)

Location: 05/28/2025 - Assembly DESK

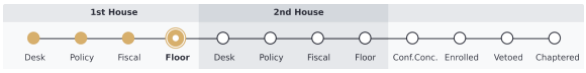
Current Text: 05/08/2025 - Amended

Last Amend: 05/08/2025

SB 16 | Blakespear (D) | HTML | PDF

Homeless Housing, Assistance, and Prevention program: housing element: unsheltered and chronic homelessness: assessment and financing plan.

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Bill information

Status: 05/23/2025 - From committee: Do pass. (Ayes 5. Noes 0.) (May 23). Read second time. Ordered to third reading.

Summary: The Planning and Zoning Law requires a housing element to consist of an identification and analysis of existing and projected housing needs and a statement of goals, policies, quantified objectives, financial resources, and scheduled programs for the preservation, improvement, and development of housing. Current law requires the housing element to include, among other things, an assessment of housing needs and an inventory of resources and constraints that are relevant to meeting these needs. Current law establishes the Homeless Housing, Assistance, and Prevention program (HHAP) for the purpose of providing jurisdictions with grant funds to support regional coordination and expand or develop local capacity to address their immediate homelessness challenges, as specified.(3)The bill would include findings that changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all cities, including charter cities. (Based on 04/24/2025 text)

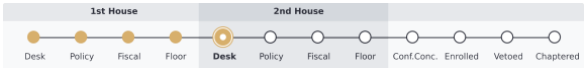
Attachment: Bill Report 6-25 (11702 : State Legislative Update)

Location:	05/23/2025 - Senate THIRD READING	**Current Text:**	04/24/2025 - Amended
		Last Amend:	04/24/2025

SB 21 | **Durazo (D)** | **HTML** | **PDF**

Single-room occupancy units: demolition and replacement: housing assistance programs: eligibility for homeless individuals and families.

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Bill information

Status: 05/28/2025 - In Assembly. Read first time. Held at Desk.

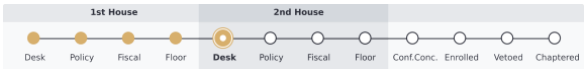
Summary: The Housing Crisis Act of 2019, among other things, prohibits an affected city or an affected county, as defined, from approving a housing development project that will require the demolition of occupied or vacant protected units, as defined, or that is located on a site where protected units were demolished in the previous 5 years unless specified requirements are met. Among these requirements, current law requires that the project replace all existing protected units and protected units demolished on or after January 1, 2020, and, if the project is a housing development project, as defined, it will include at least as many residential dwelling units as the greatest number of residential dwelling units that existed on the project site within the last 5 years. This bill, notwithstanding the above-described requirements, in the case of rehabilitation or replacement of an existing single-room occupancy building that meets prescribed criteria, would permit an affected city or an affected county to reduce the number of replacement units required if the project meets specified requirements, including, among others, that the reduction in replacement units is necessary to accommodate the conversion of single-room occupancy units, as provided, and that the converted units will be rental units with affordable rents, as specified. (Based on 05/01/2025 text)

Location:	05/27/2025 - Assembly DESK	**Current Text:**	05/01/2025 - Amended
		Last Amend:	05/01/2025

SB 30 | **Cortese (D)** | **HTML** | **PDF**

Diesel-powered on-track equipment: decommissioning: resale and transfer restrictions.

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Bill information

Status: 05/28/2025 - Read third time. Passed. (Ayes 28. Noes 10.) Ordered to the Assembly. In Assembly. Read first time. Held at Desk.

Summary: Would prohibit a public entity that owns diesel-powered on-track equipment from selling, donating, or otherwise transferring that equipment for continued use after the public entity decommissions the equipment. The bill would exempt the sale, donation, or transfer of that equipment from the prohibition if certain criteria are satisfied, including, among others, that the equipment is deemed to be in one of specified categories of emissions standards designated by the federal government for locomotives and the public entity certifies that the transaction will lead to a net air quality benefit where the receiving entity will be using the equipment. (Based on 05/05/2025 text)

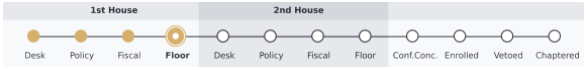
Location:	05/28/2025 - Assembly DESK	**Current Text:**	05/05/2025 - Amended
		Last Amend:	05/05/2025

Attachment: Bill Report 6-25 (11702 : State Legislative Update)

SB 63 | Wiener (D) | HTML | PDF

San Francisco Bay area: local revenue measure: transportation funding.

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Bill information

Status: 05/27/2025 - Read second time. Ordered to third reading.

Summary: (1)Existing law creates the Metropolitan Transportation Commission as a local area planning agency for the 9-county San Francisco Bay area with comprehensive regional transportation planning and other related responsibilities. Existing law creates various transit districts located in the San Francisco Bay area, with specified powers and duties relating to providing public transit services. This bill would establish the Transportation Revenue Measure District with jurisdiction extending throughout the boundaries of the Counties of Alameda and Contra Costa and the City and County of San Francisco and would require the district to be governed by the same board that governs the commission, thereby imposing a state-mandated local program. The bill would authorize a retail transactions and use tax applicable to the entire district to be imposed by the board of the district or by a qualified voter initiative for a duration of 10 to 15 years, inclusive, and generally in an amount of 0.5%, subject to voter approval at the November 3, 2026, statewide general election. After allocations are made for various administrative expenses, the bill would require an unspecified portion of the proceeds of the tax to be allocated by the commission to initiatives included in a specified commission plan and to the Alameda-Contra Costa Transit District, the Peninsula Rail Transit District, commonly known as Caltrain, the San Francisco Bay Area Rapid Transit District, and the San Francisco Municipal Transportation Agency for operating expenses, and would require the remaining proceeds to be subvened directly to the counties comprising the district for public transportation expenses, as prescribed. This bill contains other related provisions and other existing laws. (Based on 05/23/2025 text)

Location: 05/27/2025 - Senate THIRD READING

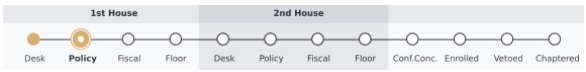
Current Text: 05/23/2025 - Amended

Last Amend: 05/23/2025

SB 65 | Wiener (D) | HTML | PDF

Budget Act of 2025.

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Bill information

Status: 01/13/2025 - Read first time.

Summary: Would make appropriations for the support of state government for the 2025–26 fiscal year. (Based on 01/10/2025 text)

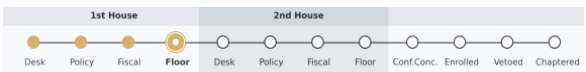
Location: 01/10/2025 - Senate BUDGET & F.R.

Current Text: 01/10/2025 - Introduced

SB 71 | Wiener (D) | HTML | PDF

California Environmental Quality Act: exemptions: transit projects.

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Bill information

Attachment: Bill Report 6-25 (11702 : State Legislative Update)

Status: 05/27/2025 - Read second time. Ordered to third reading.

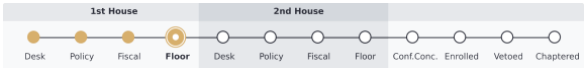
Summary: The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of an environmental impact report on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that the project will not have that effect. CEQA also requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. This bill would extend the operation of the above-mentioned exemption indefinitely. The bill would also exempt a transit comprehensive operational analysis, as defined, a transit route readjustment, or other transit agency route addition, elimination, or modification, from the requirements of CEQA. Because a lead agency would be required to determine whether a plan qualifies for this exemption, the bill would impose a state-mandated local program. This bill contains other related provisions and other existing laws. (Based on 05/23/2025 text)

Location:	05/27/2025 - Senate THIRD READING	**Current Text:**	05/23/2025 - Amended
		Last Amend:	05/23/2025

SB 74 | **Seyarto (R)** | **HTML** | **PDF**

Office of Land Use and Climate Innovation: Infrastructure Gap-Fund Program.

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Bill information

Status: 05/27/2025 - Ordered to special consent calendar.

Summary: Current law establishes the Office of Land Use and Climate Innovation in the Governor's office for the purpose of serving the Governor and the Governor's cabinet as staff for long-range planning and research and constituting the comprehensive state planning agency. Current law authorizes a local agency to finance infrastructure projects through various means, including by authorizing a city or county to establish an enhanced infrastructure financing district to finance public capital facilities or other specified projects of communitywide significance that provide significant benefits to the district or the surrounding community. This bill would require the office, upon appropriation by the Legislature, to establish the Infrastructure Gap-Fund Program to provide grants to local agencies for the development and construction of infrastructure projects, as defined, facing unforeseen costs after starting construction. The bill would authorize the office to provide funding for up to 20% of a project's additional projected cost, as defined, after the project has started construction, subject to specified conditions, including, among other things, that the local agency has allocated existing local tax revenue for at least 45% of the initially budgeted total cost of the infrastructure project. When applying to the program, the bill would require the local agency to demonstrate challenges with completing the project on time and on budget and how the infrastructure project helps meet state and local goals, as specified. (Based on 04/07/2025 text)

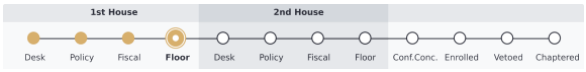
Location:	05/27/2025 - Senate CONSENT CALENDAR	**Current Text:**	04/07/2025 - Amended
		Last Amend:	04/07/2025

SB 78 | **Seyarto (R)** | **HTML** | **PDF**

Department of Transportation: report: state highway system: safety enhancements.

Progress bar

Attachment: Bill Report 6-25 (11702 : State Legislative Update)



Bill information

Status: 05/27/2025 - Ordered to special consent calendar.

Summary: Would require the Department of Transportation to prepare a report to identify the types of safety enhancements that could be implemented on the state highway system, the common factors, if any, contributing to the delay in delivering those safety enhancements, and strategies to expedite safety enhancements on the state highway system. The bill would require the department to submit the report to the Legislature on or before January 1, 2027. (Based on 04/02/2025 text)

Location: 05/27/2025 - Senate CONSENT CALENDAR

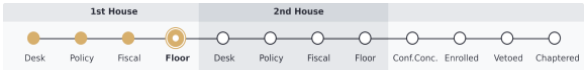
Current Text: 04/02/2025 - Amended

Last Amend: 04/02/2025

SB 79 | **Wiener (D)** | **HTML** | **PDF**

Housing development: transit-oriented development: California Environmental Quality Act: public transit agency land.

Progress bar



Bill information

Status: 05/28/2025 - Read second time and amended. Ordered to third reading.

Summary: The Planning and Zoning Law requires each county and city to adopt a comprehensive, long-term general plan for the physical development of the county or city, and specified land outside its boundaries, that contains certain mandatory elements, including a land use element and a housing element. Current law requires that the land use element designate the proposed general distribution and general location and extent of the uses of the land, as specified. Current law requires that the housing element consist of an identification and analysis of existing and projected housing needs and a statement of goals, policies, quantified objectives, financial resources, and scheduled programs for the preservation, improvement, and development of housing, as specified. Current law requires that the housing element include, among other things, an assessment of housing needs and an inventory of resources and constraints that are relevant to the meeting of these needs, including an inventory of land suitable for residential development, as provided. Current law, for the 4th and subsequent revisions of the housing element, requires the Department of Housing and Community Development to determine the existing and projected need for housing for each region, as specified, and requires the appropriate council of local governments, or the department for cities and counties without a council of governments, to adopt a final regional housing need plan that allocates a share of the regional housing need to each locality in the region. This bill would require that a housing development project, as defined, proposed within a specified distance of a transit-oriented development (TOD) stop, as defined, be an allowed use on any site zoned for residential, mixed, or commercial development, if the development complies with applicable requirements, as specified. The bill would establish requirements concerning height limits, density, and floor area ratio in accordance with a development's proximity to specified tiers of TOD stops, as provided. The bill would provide that, for the purposes of the Housing Accountability Act, a proposed development consistent with the applicable standards of these provisions shall be deemed consistent, compliant, and in conformity with prescribed requirements, as specified. The bill would provide that a local government that denies a project meeting the requirements of these provisions located in a high-resource area, as defined, would be presumed in violation of the Housing Accountability Act, as specified, and immediately liable for penalties, as provided. (Based on 05/28/2025 text)

Location: 05/28/2025 - Senate THIRD READING

Current Text: 05/28/2025 - Amended

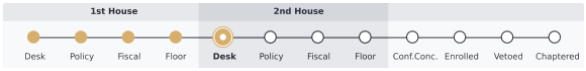
Last Amend: 05/28/2025

Attachment: Bill Report 6-25 (11702 : State Legislative Update)

SB 92 | Blakespear (D) | HTML | PDF

Housing development: density bonuses.

Progress bar



Bill information

Status: 05/28/2025 - Read third time. Passed. (Ayes 31. Noes 3.) Ordered to the Assembly. In Assembly. Read first time. Held at Desk.

Summary: Would specify that certain provisions of the Density Bonus Law do not require a city, county, or city and county to approve, grant a concession or incentive requiring approval of, or waive or reduce development standards otherwise applicable to, transient lodging as part of a housing development, except as specified. The bill would also specify that a city, county, or city and county is authorized, but not required, to provide concessions or incentives or waivers or reductions of development standards allowing for an increase in floor area to apply to the nonresidential portion, or specified parking, of a housing development. (Based on 05/05/2025 text)

Location: 05/28/2025 - Assembly DESK

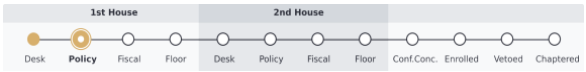
Current Text: 05/05/2025 - Amended

Last Amend: 05/05/2025

SB 222 | Wiener (D) | HTML | PDF

Climate disasters: civil actions.

Progress bar



Bill information

Status: 04/08/2025 - April 8 set for first hearing. Failed passage in committee. (Ayes 5. Noes 2.) Reconsideration granted.

Summary: Current law gives a person the right of protection from bodily harm and the right to possess and use property. If a person suffers bodily harm or a loss of their property because of the unlawful act or omission of another, existing law authorizes them to recover compensation from the person at fault, which is known as damages. This bill would authorize a person who suffered physical harm to their person or property totaling at least $10,000 to bring a civil action against a party responsible for a climate disaster to recover damages, restitution, specified costs, and other appropriate relief. The bill would make responsible parties jointly, severally, and strictly liable to a plaintiff for damages and restitution. (Based on 03/28/2025 text)

Location: 02/05/2025 - Senate JUD.

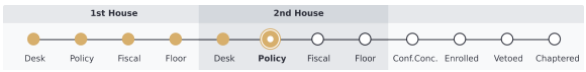
Current Text: 03/28/2025 - Amended

Last Amend: 03/28/2025

SB 233 | Seyarto (R) | HTML | PDF

Regional housing need: determination: consultation with councils of governments.

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Bill information

Status: 05/12/2025 - Referred to Coms. on H. & C.D. and L. GOV.

Attachment: Bill Report 6-25 (11702 : State Legislative Update)

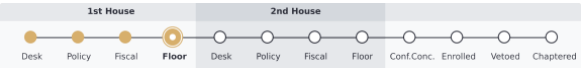
Summary: The Planning and Zoning Law requires each county and city to adopt a comprehensive, long-term general plan for the physical development of the county or city, which includes, among other mandatory elements, a housing element. Current law requires, for the 4th and subsequent revisions of the housing element, the Department of Housing and Community Development, in consultation with each council of governments, where applicable, to determine the existing and projected need for housing for each region, as prescribed. Current law requires, among other things, the department to meet and consult with the council of governments regarding the assumptions and methodology to be used by the department to determine the region's housing needs at least 26 months prior to the scheduled revision of the housing element and before developing the existing and projected housing need for a region. This bill would require the department to meet and consult with the council of governments, as described above, pursuant to prescribed deadlines. For the 7th revision of the housing element, the bill would require the department to meet and consult with each council of governments at least 38 months prior to the scheduled revision, except for specified councils of governments. (Based on 03/03/2025 text)

Location:	05/12/2025 - Assembly H. & C.D.	**Current Text:**	03/03/2025 - Amended
		Last Amend:	03/03/2025

SB 239 | Arreguín (D) | HTML | PDF

Open meetings: teleconferencing: subsidiary body.

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Bill information

Status: 05/08/2025 - Read second time. Ordered to third reading.

Summary: The Ralph M. Brown Act requires, with specified exceptions, that all meetings of a legislative body, as defined, of a local agency be open and public and that all persons be permitted to attend and participate. The act generally requires for teleconferencing that the legislative body of a local agency that elects to use teleconferencing post agendas at all teleconference locations, identify each teleconference location in the notice and agenda of the meeting or proceeding, and have each teleconference location be accessible to the public. Current law also requires that, during the teleconference, at least a quorum of the members of the legislative body participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as specified. Current law, until January 1, 2026, authorizes specified neighborhood city councils to use alternate teleconferencing provisions related to notice, agenda, and public participation, as prescribed, if, among other requirements, the city council has adopted an authorizing resolution and 2/3 of the neighborhood city council votes to use alternate teleconference provisions, as specified This bill would authorize a subsidiary body, as defined, to use alternative teleconferencing provisions and would impose requirements for notice, agenda, and public participation, as prescribed. The bill would require the subsidiary body to post the agenda at each physical meeting location designated by the subsidiary body, as specified. The bill would require the members of the subsidiary body to visibly appear on camera during the open portion of a meeting that is publicly accessible via the internet or other online platform, as specified. (Based on 04/07/2025 text)

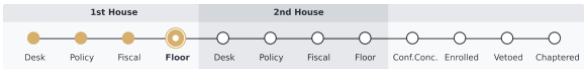
Location:	05/08/2025 - Senate THIRD READING	**Current Text:**	04/07/2025 - Amended
		Last Amend:	04/07/2025

SB 262 | Wahab (D) | HTML | PDF

Housing element: prohousing designations: prohousing local policies.

Attachment: Bill Report 6-25 (11702 : State Legislative Update)

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Bill information

Status: 04/08/2025 - Read second time. Ordered to third reading.

Summary: The Planning and Zoning Law requires each county and city to adopt a comprehensive, long-term general plan for the physical development of the county or city, and specified land outside its boundaries, that includes, among other specified mandatory elements, a housing element. The Department of Housing and Community Development is required to determine whether the housing element is in substantial compliance with those provisions. Current law requires the department to designate jurisdictions as prohousing pursuant to emergency regulations adopted by the department, as prescribed. Current law requires that jurisdictions that are prohousing and that are in substantial compliance with specified provisions be awarded additional points or preference in the scoring of applications for specified state programs. Current law defines “prohousing local policies” for these purposes and specifies a nonexhaustive list of examples of those policies, including local financial incentives for housing and adoption of zoning allowing for use by right for residential and mixed-use development. This bill would include in the definition of “prohousing local policies” policies that keep people housed, and would specify additional examples of prohousing local policies under the above-described provisions. (Based on 03/19/2025 text)

Location: 04/08/2025 - Senate THIRD READING

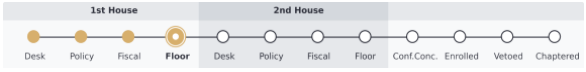
Current Text: 03/19/2025 - Amended

Last Amend: 03/19/2025

SB 274 | **Cervantes (D)** | **HTML** | **PDF**

Automated license plate recognition systems.

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Bill information

Status: 05/27/2025 - Read second time. Ordered to third reading.

Summary: Current law prohibits the state, a city, a county, a city and county, or any agency or political subdivision of the state, a city, a county, or a city and county, including, but not limited to, a law enforcement agency, from selling, sharing, or transferring automated license plate recognition (ALPR) information, except to another public agency, and only as otherwise permitted by law. Current law defines ALPR information as information or data collected through the use of an ALPR system. This bill would prohibit a public agency from retaining ALPR information for more than 60 days after the date of collection if it does not match information on a hot list, as defined. (Based on 05/23/2025 text)

Location: 05/27/2025 - Senate THIRD READING

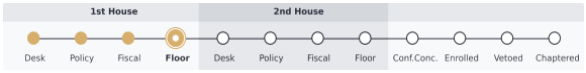
Current Text: 05/23/2025 - Amended

Last Amend: 05/23/2025

SB 299 | **Cabaldon (D)** | **HTML** | **PDF**

Local government: ordinances.

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Bill information

Status: 05/07/2025 - Read second time and amended. Ordered to third reading.

Attachment: Bill Report 6-25 (11702 : State Legislative Update)

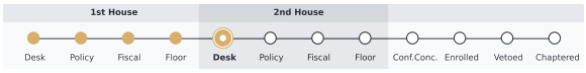
Summary: Current law prohibits a county or city from passing an ordinance within five days of introduction and requires the ordinance to be passed at a regular meeting or at an adjourned regular meeting, except that existing law authorizes an urgency ordinance to be passed immediately upon introduction at a regular or special meeting. Current law requires all ordinances to be read in full at the time of introduction or passage, as specified. Existing law requires nonurgency ordinances that are altered after introduction to be passed at a regular or at an adjourned regular meeting at least five days after alteration, as specified. This bill would instead prohibit a county or city from passing an ordinance within five days of publication, as specified, except that the bill would authorize an urgency ordinance to be passed immediately upon introduction. (Based on 05/07/2025 text)

Location:	05/07/2025 - Senate THIRD READING	**Current Text:**	05/07/2025 - Amended
		Last Amend:	05/07/2025

SB 340 | Laird (D) | HTML | PDF

General plans: housing element: emergency shelter.

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Bill information

Status: 05/28/2025 - In Assembly. Read first time. Held at Desk.

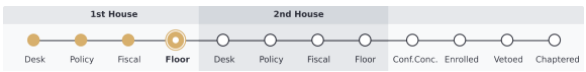
Summary: Current law requires a city or county to prepare and adopt a general plan for its jurisdiction that contains certain mandatory elements, including a housing element. Current law requires the housing element to identify adequate sites for housing, including rental housing, factory-built housing, mobilehomes, and emergency shelters, among other things. Current law requires the housing element to contain an assessment of housing needs and an inventory of resources and constraints relevant to the meeting of these needs, including by identifying one or more zoning designations that allow residential uses, including mixed uses, where emergency shelters are allowed as a permitted use without a conditional use or other discretionary permit and that are suitable for residential uses. Current law requires an emergency shelter to include other interim interventions, including, but not limited to, a navigation center, bridge housing, and respite or recuperative care. This bill would additionally require an emergency shelter to include all services provided onsite, including the addition or expansion of services that are consistent with certain written, objective standards. (Based on 03/17/2025 text)

Location:	05/27/2025 - Assembly DESK	**Current Text:**	03/17/2025 - Amended
		Last Amend:	03/17/2025

SB 358 | Becker (D) | HTML | PDF

Mitigation Fee Act: mitigating vehicular traffic impacts.

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Bill information

Status: 05/28/2025 - Read second time. Ordered to third reading.

Summary: The Mitigation Fee Act imposes various requirements with respect to the establishment, increase, or imposition of a fee by a local agency as a condition of approval of a development project. Current law requires a local agency that imposes a fee on a housing development for the purpose of mitigating vehicular traffic impacts to set the rate for that fee, if the housing development satisfies all of certain prescribed characteristics, to reflect a lower rate of automobile trip generation associated with

Attachment: Bill Report 6-25 (11702 : State Legislative Update)

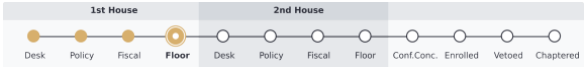
such housing developments in comparison with housing developments without the prescribed characteristics, unless the local agency adopts findings after a public hearing establishing that the housing development, even with those characteristics, would not generate fewer automobile trips than a housing development without those characteristics. This bill would require those findings to be supported by substantial evidence in the record before or as part of the housing development project approval process. (Based on 05/27/2025 text)

Location:	05/28/2025 - Senate THIRD READING	**Current Text:**	05/27/2025 - Amended
		Last Amend:	05/27/2025

SB 359 | Niello (R) | HTML | PDF

Use Fuel Tax Law: Diesel Fuel Tax Law: exempt bus operation.

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Bill information

Status: 05/27/2025 - Ordered to special consent calendar.

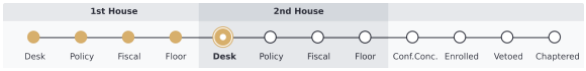
Summary: The Use Fuel Tax Law imposes a state excise tax at specified rates, generally $0.18 per gallon, on the use of fuel, as defined, and establishes various exemptions from those taxes, including an exemption for any transit district, transit authority, or city owning and operating a local transit system, as provided. This bill would additionally apply this exemption to a county that owns and operates a local transit system, as provided. This bill would additionally apply this exemption to a county that owns and operates a local transit system, as provided. (Based on 04/08/2025 text)

Location:	05/27/2025 - Senate CONSENT CALENDAR	**Current Text:**	04/08/2025 - Amended
		Last Amend:	04/08/2025

SB 360 | Rubio (D) | HTML | PDF

Land conservation: California Wildlife, Coastal, and Park Land Conservation Act: County of San Bernardino.

Progress bar



Bill information

Status: 05/28/2025 - Read third time. Passed. (Ayes 37. Noes 0.) Ordered to the Assembly. In Assembly. Read first time. Held at Desk.

Summary: (1)The California Wildlife, Coastal, and Park Land Conservation Act, an initiative measure approved by the voters in the June 7, 1988, statewide primary election, provided bond funds for wildlife, coastal, and parkland conservation. The initiative measure authorizes the act to be amended by a 2/3 vote of the Legislature if the amendment is consistent with the purposes of the act. Existing law requires an applicant receiving state funds under the act to maintain any property acquired in perpetuity, as specified, to use the property only for the purposes stated in the act, and to make no other use, sale, or other disposition of the property except as authorized by a specific act of the Legislature. Existing law authorizes the County of San Bernardino to sell or exchange property it owns within the Chino Agricultural Preserve that was purchased with grant funds if it meets certain conditions. This bill would additionally authorize preservation of those lands or easements for park and recreational purposes, and would explicitly include, to the extent they are consistent with the purposes of the act, playgrounds, recreational venues, and preservation of historical resources as appropriate purposes. (Based on 05/23/2025 text)

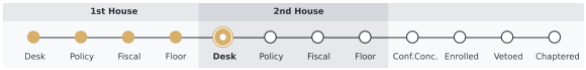
Attachment: Bill Report 6-25 (11702 : State Legislative Update)

Location:	05/28/2025 - Assembly DESK	**Current Text:**	05/23/2025 - Amended
		Last Amend:	05/23/2025

SB 410 | **Grayson (D)** | HTML | PDF

Common interest developments: disclosures to prospective purchasers: exterior elevated elements inspection.

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Bill information

Status: 05/15/2025 - Read third time. Passed. (Ayes 34. Noes 0.) Ordered to the Assembly. In Assembly. Read first time. Held at Desk.

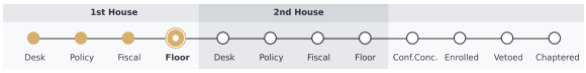
Summary: Existing law, the Davis-Stirling Common Interest Development Act, governs the management and operation of common interest developments. Existing law requires the board of an association of a condominium project to cause a visual inspection to be conducted, at least every 9 years, of the exterior elevated elements for which the association has maintenance or repair responsibility. Existing law requires the owner of a separate interest, as defined, to provide specified documents to a prospective purchaser, as provided, and an association, as defined, to provide to the owner of a separate interest, upon request, those specified documents. Existing law requires an association to distinguish and bill separately any fee charged for providing those specified documents to a separate interest owner and provides a form for billing disclosures, as provided. This bill would include in the list of documents that a separate interest owner is required to provide to a prospective purchaser a copy of the report issued pursuant to the most recent inspection of any exterior elevated elements, as provided, and would modify the above-described form to reflect this requirement. (Based on 05/08/2025 text)

Location:	05/15/2025 - Assembly DESK	**Current Text:**	05/08/2025 - Amended
		Last Amend:	05/08/2025

SB 415 | **Reyes (D)** | HTML | PDF

Planning and zoning: logistics use: truck routes.

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Bill information

Status: 05/13/2025 - Read second time. Ordered to third reading.

Summary: Current law, beginning January 1, 2026, prescribes various statewide warehouse design and build standards for any proposed new or expanded logistics use developments, as specified, including, among other things, standards for building design and location, parking, truck loading bays, landscaping buffers, entry gates, and signage. Current law defines various terms, including “21st century warehouse,” and “tier 1 21st century warehouse,” for purposes of those provisions as logistics uses that, among other things, comply with specified building and energy efficiency standards, including requirements related to the availability of conduits and electrical hookups to power climate control equipment at loading bays, as specified. Current law, subject to specified exceptions, defines “logistics use” for these purposes to mean a building in which cargo, goods, or products are moved or stored for later distribution to business or retail customers, or both, that does not predominantly serve retail customers for onsite purchases, and heavy-duty trucks are primarily involved in the movement of the cargo, goods, or products. This bill would clarify that a 21st century warehouse and a tier 1 21st century warehouse are required to comply with those standards as are in

Attachment: Bill Report 6-25 (11702 : State Legislative Update)

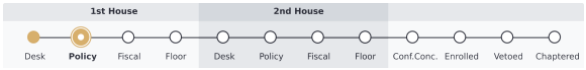
effect at the time that the building permit for a development of a 21st century warehouse is issued and make other clarifying changes relating to permissibility of use of conduits and electrical hookups at loading bays at those locations. The bill would revise the definition of “logistics use” for these purposes to instead mean a building that is primarily used as a warehouse for the movement or the storage of cargo, goods, or products that are moved to business or retail customers, or both, that does not predominantly serve retail customers for onsite purchases, and heavy-duty trucks are primarily involved in the movement of the cargo, goods, or products. (Based on 04/24/2025 text)

Location:	05/13/2025 - Senate THIRD READING	**Current Text:**	04/24/2025 - Amended
		Last Amend:	04/24/2025

SB 417 | **Cabaldon (D)** | **HTML** | **PDF**

The Affordable Housing Bond Act of 2026.

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Bill information

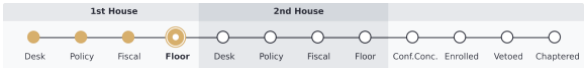
Status:	02/19/2025 - From printer. May be acted upon on or after March 21.
Summary:	Would enact the Affordable Housing Bond Act of 2026, which, if adopted, would authorize the issuance of bonds in the amount of $10,000,000,000 pursuant to the State General Obligation Bond Law. Proceeds from the sale of these bonds would be used to finance programs to fund affordable rental housing and home ownership programs, including, among others, the Multifamily Housing Program, the CalHome Program, and the Joe Serna, Jr. Farmworker Housing Grant Program. (Based on 02/18/2025 text)

Location:	02/18/2025 - Senate RLS.	**Current Text:**	02/18/2025 - Introduced

SB 419 | **Caballero (D)** | **HTML** | **PDF**

Hydrogen fuel.

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Bill information

Status:	05/23/2025 - From committee: Do pass. (Ayes 5. Noes 0.) (May 23). Read second time. Ordered to third reading.
Summary:	Current state sales and use tax laws impose a tax on retailers measured by the gross receipts from the sale of tangible personal property sold at retail in this state or on the storage, use, or other consumption in this state of tangible personal property purchased from a retailer for storage, use, or other consumption in this state. This bill would, on and after July 1, 2026, provide an exemption from the taxes imposed by the Sales and Use Tax Law for the gross receipts from the sale in this state of, and the storage, use, or other consumption in this state of, hydrogen fuel, as defined. (Based on 05/05/2025 text)

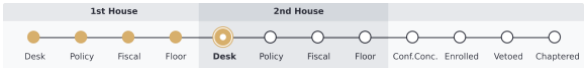
Location:	05/23/2025 - Senate THIRD READING	**Current Text:**	05/05/2025 - Amended
		Last Amend:	05/05/2025

SB 445 | **Wiener (D)** | **HTML** | **PDF**

Attachment: Bill Report 6-25 (11702 : State Legislative Update)

Transportation: planning: complete streets facilities: sustainable transportation projects.

Progress bar



Bill information

Status: 05/28/2025 - Read third time. Passed. (Ayes 34. Noes 1.) Ordered to the Assembly. In Assembly. Read first time. Held at Desk.

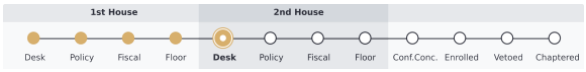
Summary: This bill would instead require the Department of Transportation to develop and adopt the above-described project intake, evaluation, and encroachment review process on or before February 1, 2027. The bill would also state the intent of the Legislature to amend this bill with legislation that accelerates and makes more reliable third-party permits and approvals for preconstruction and construction activities on sustainable transportation projects. (Based on 04/10/2025 text)

Location:	05/28/2025 - Assembly DESK	**Current Text:**	04/10/2025 - Amended
		Last Amend:	04/10/2025

SB 486 | Cabaldon (D) | HTML | PDF

Regional housing: public postsecondary education: changes in enrollment levels: California Environmental Quality Act.

Progress bar



Bill information

Status: 05/28/2025 - In Assembly. Read first time. Held at Desk.

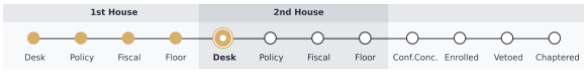
Summary: Current law requires certain transportation planning agencies to prepare and adopt regional transportation plans directed at achieving a coordinated and balanced regional transportation system. Current law requires each regional transportation plan to include a sustainable communities strategy prepared by each metropolitan planning organization in order to, among other things, identify areas within the region sufficient to house all the population of the region, including all economic segments of the population, over the course of the planning period of the regional transportation plan taking into account net migration into the region, population growth, household formation, and employment growth. This bill would require the sustainable communities strategy, in identifying areas within the region sufficient to house all the population of the region, to also take into account changes in enrollment levels at institutions of public higher education, as defined. (Based on 04/28/2025 text)

Location:	05/27/2025 - Assembly DESK	**Current Text:**	04/28/2025 - Amended
		Last Amend:	04/28/2025

SB 489 | Arreguín (D) | HTML | PDF

Local agency formation commissions: written policies and procedures: Permit Streamlining Act: housing development projects.

Progress bar



Bill information

Status: 05/28/2025 - In Assembly. Read first time. Held at Desk.

Summary: The Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 governs the procedures for the formation and change of organization of cities and special districts and establishes a local agency formation commission in each county

Attachment: Bill Report 6-25 (11702 : State Legislative Update)

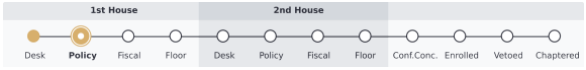
consisting of members appointed as provided. The act expresses the intent of the Legislature that each local agency formation commission, by January 1, 2002, establish written policies and procedures and exercise its powers in a way that encourages and provides planned, well-ordered, efficient urban development patterns, as specified. The act requires these written policies and procedures to include forms to be used for various submittals to the commission, as provided. The act requires each commission to provide access to notices and other information to the public on an internet website, as specified, including notice of all public hearings and commission meetings. This bill would require that each local agency formation commission establish the written policies and procedures described above. The bill would require that the written policies and procedures include any forms necessary for a complete application to the commission concerning a proposed change of organization or reorganization. (Based on 04/21/2025 text)

Location:	05/27/2025 - Assembly DESK	**Current Text:**	04/21/2025 - Amended
		Last Amend:	04/21/2025

SB 492 | **Menjivar (D)** | HTML | PDF

Youth Housing Bond Act of 2025.

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Bill information

Status: 02/20/2025 - From printer. May be acted upon on or after March 22.

Summary: Would enact the Youth Housing Bond Act of 2025 (bond act), which, if adopted, would authorize the issuance of bonds in the amount of $____ pursuant to the State General Obligation Bond Law to finance the Youth Housing Program, established as part of the bond act. The bill, as a part of the program, would require the Department of Housing and Community Development to make awards to local agencies, nonprofit organizations, and joint ventures for the purpose of acquiring, renovating, constructing, and purchasing equipment for youth centers or youth housing, as those terms are defined. This bill would provide for submission of the bond act to the voters at the November 3, 2026, statewide general election in accordance with specified law. (Based on 02/19/2025 text)

Location:	02/19/2025 - Senate RLS.	**Current Text:**	02/19/2025 - Introduced

SB 506 | **Committee on Transportation ()** | HTML | PDF

Transportation: omnibus bill.

Progress bar



Bill information

Status: 05/12/2025 - Referred to Com. on TRANS.

Summary: (1)Current law requires that each application for an original or a renewal of a driver's license contain certain information, including the applicant's true full name, age, mailing address, and gender. Existing law also provides that if a driver's license is lost, destroyed, or mutilated, or if a new true full name is acquired, the person to whom the driver's license was issued shall obtain a duplicate if the person provides satisfactory proof of the loss, destruction, or mutilation. A violation of these provisions is an infraction.This bill would authorize a person who submits a change of address, as specified, to apply for a duplicate driver's license. The bill would require the applicant who receives a duplicate through this process to immediately destroy the license

Attachment: Bill Report 6-25 (11702 : State Legislative Update)

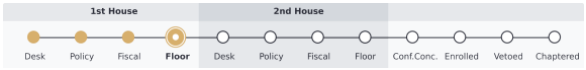
containing the prior mailing address. By creating a new crime, this bill would impose a state-mandated local program. (Based on 03/24/2025 text)

Location:	05/12/2025 - Assembly TRANS.	**Current Text:**	03/24/2025 - Amended
		Last Amend:	03/24/2025

SB 549 | Allen (D) | HTML | PDF

Second Neighborhood Infill Finance and Transit Improvements Act.

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Bill information

Status: 05/08/2025 - Read second time. Ordered to third reading.

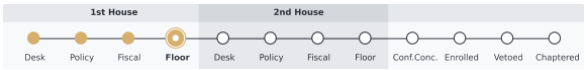
Summary: Current law authorizes the infrastructure financing plan to provide for the division of taxes levied on taxable property in the area included within the district, as specified, and authorizes the public financing authority to issue bonds by adopting a resolution containing specified provisions, including a determination of the amount of tax revenue available or estimated to be available for the payment of the principal of, and interest on, the bonds. This bill would revise NIFTI-2 to instead authorize, for resolutions adopted under that act's provisions on or after January 1, 2026, a city, county, or city and county to adopt a resolution, at any time before or after the adoption of the infrastructure financing plan for an enhanced infrastructure financing district, to allocate property tax revenues, and to remove the authorization for adoption of a resolution that allocates revenues derived from local sales and use taxes imposed pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or transactions and use taxes. The bill would also repeal the condition that the boundaries of the enhanced infrastructure financing district are coterminous with the city or county that established the district. (Based on 02/20/2025 text)

Location:	05/08/2025 - Senate THIRD READING	**Current Text:**	02/20/2025 - Introduced

SB 569 | Blakespear (D) | HTML | PDF

Department of Transportation: homeless encampments.

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Bill information

Status: 05/23/2025 - From committee: Do pass. (Ayes 5. Noes 1.) (May 23). Read second time. Ordered to third reading.

Summary: Current law authorizes the Department of Transportation to establish maintenance programs related to highway cleanup, as specified. This bill would require the department to establish a dedicated liaison to, among other things, facilitate communication with local governments and relevant state agencies with regard to addressing homeless encampments within the state highway system and to oversee the development and implementation of delegated maintenance agreements between local agencies and the department in which both work together to reduce and remove homeless encampments within the department's jurisdiction. The bill would authorize the department to grant a single general entry permit for the duration of a delegated maintenance agreement to conduct activities authorized by the bill. The bill would require the department to submit an annual report to the Legislature summarizing specified information and recommendations regarding homeless encampments. (Based on 04/21/2025 text)

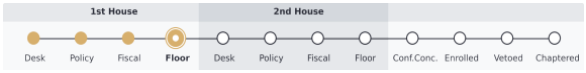
Attachment: Bill Report 6-25 (11702 : State Legislative Update)

Location:	05/23/2025 - Senate THIRD READING	**Current Text:**	04/21/2025 - Amended
		Last Amend:	04/21/2025

SB 607 | Wiener (D) | HTML | PDF

California Environmental Quality Act:Infrastructure Projects.

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Bill information

Status: 05/28/2025 - Read second time and amended. Ordered to third reading. (Corrected May 28).

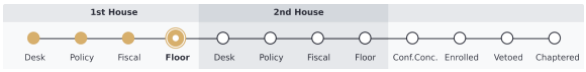
Summary: The California Environmental Quality Act (CEQA) requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. Current law, the Sacramento-San Joaquin Delta Reform Act of 2009, declares that the Sacramento-San Joaquin Delta is a critically important natural resource for California and the nation and it serves as both the hub of the California water system and the most valuable estuary and wetland ecosystem on the west coast of North and South America. This bill would state the intent of the Legislature that, among other things, no revisions shall be made to CEQA for purposes of the Delta Conveyance Project. (Based on 05/28/2025 text)

Location:	05/28/2025 - Senate THIRD READING	**Current Text:**	05/28/2025 - Amended
		Last Amend:	05/28/2025

SB 647 | Hurtado (D) | HTML | PDF

Energy: Equitable Building Decarbonization Program: Low-Income Oversight Board: membership: assessment: energy efficiency incentives.

Progress bar



Bill information

Status: 05/27/2025 - Read second time. Ordered to third reading.

Summary: Existing law requires the State Energy Resources Conservation and Development Commission (Energy Commission) to establish the Equitable Building Decarbonization Program that includes the direct install program and the statewide incentive program for low-carbon building technologies, as provided. This bill would require the Energy Commission to establish a mechanism to notify applicants to the Equitable Building Decarbonization Program that they may also be eligible for building energy efficiency and decarbonization incentives authorized by the Public Utilities Commission (PUC). This bill would add to the Low-Income Oversight Board a member to be selected by the Executive Director of the Energy Commission. The bill would require the Low-Income Oversight Board, on or before January 1, 2027, to conduct an assessment of state and ratepayer-funded energy-efficiency incentives provided to low-income residents and to low-to-moderate income residents, as defined, which would include, among other things, recommendations for options to address the energy assistance needs of low-to-moderate income California households with household incomes that exceed the thresholds for existing low-income programs, as provided. The bill would require the Low-Income Oversight Board to publish its final assessment on its internet website on or before July 1, 2027. (Based on 05/23/2025 text)

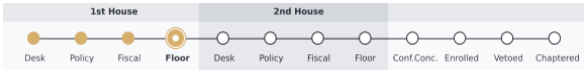
Attachment: Bill Report 6-25 (11702 : State Legislative Update)

Location:	05/27/2025 - Senate THIRD READING	**Current Text:**	05/23/2025 - Amended
		Last Amend:	05/23/2025

SB 707 | **Durazo (D)** | **HTML** | **PDF**

Open meetings: meeting and teleconference requirements.

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Bill information

Status: 05/06/2025 - Read second time. Ordered to third reading.

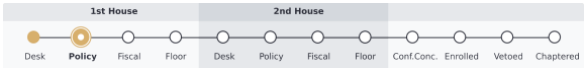
Summary: The Ralph M. Brown Act requires, with specified exceptions, that all meetings of a legislative body, as defined, of a local agency be open and public and that all persons be permitted to attend and participate. This bill would, until January 1, 2030, require a city council or a county board of supervisors to comply with additional meeting requirements, including that all open and public meetings include an opportunity for members of the public to attend via a 2-way telephonic service or a 2-way audiovisual platform, as defined, that a system is in place for requesting and receiving interpretation services for public meetings, as specified, and that the city council or county board of supervisors encourage residents to participate in public meetings, as specified. (Based on 04/07/2025 text)

Location:	05/06/2025 - Senate THIRD READING	**Current Text:**	04/07/2025 - Amended
		Last Amend:	04/07/2025

SB 726 | **Gonzalez (D)** | **HTML** | **PDF**

Public resources: state parks: Outdoor Equity Grants Program: applicants.

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Bill information

Status: 03/12/2025 - Referred to Com. on RLS.

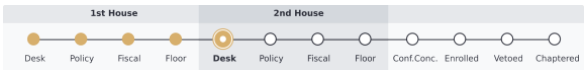
Summary: Current law requires the Outdoor Equity Grants Program to award grants to public organizations, including local governments and local educational agencies, joint power authorities, open-space authorities, regional open-space districts, other relevant public agencies or nonprofit organizations, as specified. Current law requires the Department of Parks and Recreation to gather information on applications following each award year to evaluate the effectiveness of outdoor environmental education programs in achieving the objectives of the grant program. This bill would make a nonsubstantive change to this provision. (Based on 02/21/2025 text)

Location:	02/21/2025 - Senate RLS.	**Current Text:**	02/21/2025 - Introduced

SB 741 | **Blakespear (D)** | **HTML** | **PDF**

Coastal resources: coastal development permit: exemption: Los Angeles-San Diego-San Luis Obispo Rail Corridor.

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Bill information

Status: 05/28/2025 - In Assembly. Read first time. Held at Desk.

Attachment: Bill Report 6-25 (11702 : State Legislative Update)

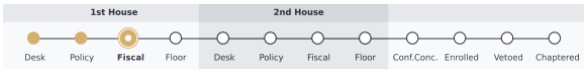
Summary: The California Coastal Act of 1976, which is administered by the California Coastal Commission, requires any person wishing to perform or undertake any development in the coastal zone, as defined, to obtain a coastal development permit from a local government or the commission. Current law exempts from that coastal development permitting process certain emergency projects undertaken, carried out, or approved by a public agency to maintain, repair, or restore existing highways, as provided. This bill would expand that exemption to include certain emergency projects undertaken, carried out, or approved by a public agency to maintain, repair, or restore existing railroad track along the Los Angeles-San Diego-San Luis Obispo Rail Corridor, as provided. (Based on 04/21/2025 text)

Location:	05/27/2025 - Assembly DESK	**Current Text:**	04/21/2025 - Amended
		Last Amend:	04/21/2025

SB 752 | Richardson (D) | HTML | PDF

Sales and use taxes: exemptions: California Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project: transit buses.

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Bill information

Status: 05/23/2025 - May 23 hearing: Held in committee and under submission.

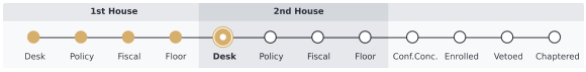
Summary: Existing state sales and use tax laws impose a tax on retailers measured by the gross receipts from the sale of tangible personal property sold at retail in this state or on the storage, use, or other consumption in this state of tangible personal property purchased from a retailer for storage, use, or other consumption in this state. The Sales and Use Tax Law provides various exemptions from those taxes, including, until January 1, 2026, an exemption from those taxes with respect to the sale in this state of, and the storage, use, or other consumption in this state of, specified zero-emission technology transit buses sold to specified public agencies that are eligible for specified incentives from the State Air Resources Board. This bill would extend the exemption for specified zero-emission technology transit buses until January 1, 2028. This bill contains other related provisions. (Based on 02/21/2025 text)

Location:	05/19/2025 - Senate APPR. SUSPENSE FILE	**Current Text:**	02/21/2025 - Introduced

SB 772 | Cabaldon (D) | HTML | PDF

Infill Infrastructure Grant Program of 2019: applications: eligibility.

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Bill information

Status: 05/15/2025 - Read third time. Passed. (Ayes 34. Noes 0.) Ordered to the Assembly. In Assembly. Read first time. Held at Desk.

Summary: Current law establishes the Infill Infrastructure Grant Program of 2019 (program), which requires the Department of Housing and Community Development, upon appropriation of funds by the Legislature, to establish and administer a grant program to allocate those funds to eligible applicants to fund capital improvement projects that are an integral part of, or necessary to facilitate the development of, a qualifying infill project, qualifying infill area, or catalytic qualifying infill area. Current law requires the department to administer a specified competitive application process for capital improvement projects for large jurisdictions, as defined. For these purposes, current law defines a qualifying infill project to include a residential or mixed-use residential

Attachment: Bill Report 6-25 (11702 : State Legislative Update)

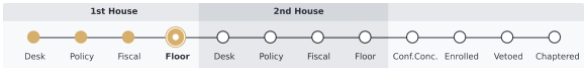
project located within an urbanized area on a vacant site where at least 75% of the perimeter of the site adjoins parcels that are developed with urban uses. For catalytic qualifying infill areas, existing law requires grants be provided using a selection process that, among other things, requires eligible applicants to submit documentation of all necessary entitlements and permits, and a certification that the project is shovel ready, except as provided. This bill would expand the definition of qualifying infill project to include a residential or mixed-use residential project located within an urbanized area on a vacant site where at least 75% of the perimeter of the site adjoins parcels that have been previously with urban uses. (Based on 04/22/2025 text)

Location:	05/15/2025 - Assembly DESK	**Current Text:**	04/22/2025 - Amended
		Last Amend:	04/22/2025

SB 786 | **Arreguín (D)** | **HTML** | **PDF**

Planning and zoning: general plan: judicial challenges.

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Bill information

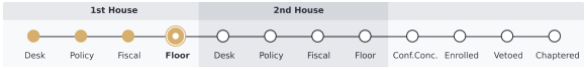
Status:	05/20/2025 - Read second time. Ordered to third reading.
Summary:	The Planning and Zoning Law requires each county and city to adopt a comprehensive, long-term general plan for the physical development of the county or city, and of certain land outside its boundaries, and requires the general plan to contain specified mandatory elements. Current law specifies that these provisions generally do not apply to a charter city, but requires a charter city to adopt a general plan that contains the mandatory elements, among other things. Current law prescribes a process to challenge the validity of a general plan. Among other things, existing law requires a petitioner to request a hearing or trial, as specified. Current law requires a court to set a date for the hearing or trial to be heard no later than 120 days after the filing of the request, as specified. Current law authorizes a court to continue for a reasonable time the date of the hearing or trial upon written motion and finding of good cause. Current law requires a court to grant the petitioner temporary relief if the court grants a continuance to a respondent, as specified. This bill would apply to the above-described process to challenge the validity of a general plan to a charter city and state that this is declaratory of existing law. The bill would limit the period for which a court may continue a trial or hearing, as described above, to no more than 60 days and would additionally authorize a court to grant a continuance on the court's own motion. (Based on 05/01/2025 text)

Location:	05/20/2025 - Senate THIRD READING	**Current Text:**	05/01/2025 - Amended
		Last Amend:	05/01/2025

SB 800 | **Reyes (D)** | **HTML** | **PDF**

State highways: overpasses: pilot program: suicide prevention.

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Bill information

Status:	05/27/2025 - Read second time. Ordered to third reading.
Summary:	Existing law requires the Department of Transportation to install screening on state freeway overpasses to prevent objects from being dropped or thrown upon vehicles passing underneath, as provided. This bill would require the department to establish and administer a pilot program to install suicide deterrents on 5 freeway overpasses in the County of San Bernardino. The bill would require the suicide deterrents installed

Attachment: Bill Report 6-25 (11702 : State Legislative Update)

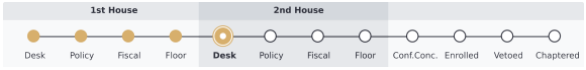
under the pilot program to include, but not be limited to, suicide prevention signage and a physical barrier designed to prevent a person from falling or intentionally jumping from the overpass in a manner likely to cause death. The bill would require the department, in administering the pilot program, to prioritize the placement of suicide deterrents on freeway overpasses with the highest rates of documented suicides over the last 20 years. (Based on 05/23/2025 text)

Location:	05/27/2025 - Senate THIRD READING	**Current Text:**	05/23/2025 - Amended
		Last Amend:	05/23/2025

SB 802 | Ashby (D) | HTML | PDF

Multifamily Housing Program: Homekey: Homeless Housing, Assistance, and Prevention program.

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Bill information

Status: 05/23/2025 - Read third time. Passed. (Ayes 36. Noes 0.) Ordered to the Assembly. In Assembly. Read first time. Held at Desk.

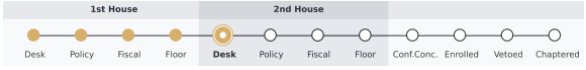
Summary: Current law establishes the Homeless Housing, Assistance, and Prevention program for the purpose of providing jurisdictions with grant funds to support regional coordination and expand or develop local capacity to address their immediate homelessness challenges, as specified. Current law establishes the Multifamily Housing Program to provide financial assistance in the form of deferred payment loans to pay for the eligible costs of development of specified types of housing projects. Current law requires that specified funds appropriated to provide housing for individuals and families who are experiencing homelessness or who are at risk of homelessness and who are inherently impacted by or at increased risk for medical diseases or conditions due to the COVID-19 pandemic or other communicable diseases be disbursed in accordance with the Multifamily Housing Program for specified uses. This disbursement program is referred to as Homekey. This bill would require the Department of Housing and Community Development, upon appropriation for the above-specified programs, to ensure that former foster youth and extremely low income, very low income, and lower income households, as specified, are given consideration. (Based on 05/01/2025 text)

Location:	05/23/2025 - Assembly DESK	**Current Text:**	05/01/2025 - Amended
		Last Amend:	05/01/2025

SB 827 | Gonzalez (D) | HTML | PDF

Local agency officials: training.

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Bill information

Status: 05/28/2025 - Read third time. Passed. (Ayes 28. Noes 10.) Ordered to the Assembly. In Assembly. Read first time. Held at Desk.

Summary: Current law imposes ethics training on specified local agency officials. Current law requires each training to be 2 hours and requires the officials to receive each training every 2 years, and as described otherwise, with the first training within one year of commencing service. Current law requires the local agency to maintain records of the trainings, as prescribed. This bill would expand which local agency officials are required to complete the above-described ethics training to include department heads, or other similar administrative officers, and would instead require officials who commence service on or after January 1, 2026, to receive their initial training within 6

Attachment: Bill Report 6-25 (11702 : State Legislative Update)

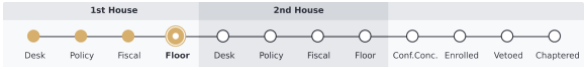
months of commencing service. The bill would require the local agency to publish the training records on its internet website, as specified. This bill would additionally require all local agency officials, as defined, to receive at least 2 hours of fiscal and financial training, as described. The bill would require the training to be received at least once every 2 years, as provided. The bill would exempt from these requirements specified local agency officials if they are in compliance with existing education requirements specific to their positions. (Based on 05/12/2025 text)

Location:	05/28/2025 - Assembly DESK	**Current Text:**	05/12/2025 - Amended
		Last Amend:	05/12/2025

SB 840 | Limón (D) | HTML | PDF

Greenhouse gases: report.

Progress bar



Bill information

Status: 05/23/2025 - From committee: Do pass. (Ayes 6. Noes 0.) (May 23). Read second time. Ordered to third reading.

Summary: The California Global Warming Solutions Act of 2006 requires the State Air Resources Board, in adopting rules and regulations to achieve the maximum technologically feasible and cost-effective greenhouse gas emissions reductions to ensure that the statewide greenhouse gas emissions are reduced to at least 40% below the 1990 levels no later than December 31, 2030. The act requires the Legislative Analyst's Office, until January 1, 2030, to annually submit to the Legislature a report on the economic impacts and benefits of those greenhouse gas emissions reduction targets. The act, until January 1, 2031, establishes the Independent Emissions Market Advisory Committee and requires the committee to annually report to the state board and the Joint Legislative Committee on Climate Change Policies on the environmental and economic performance of the regulations establishing the market-based compliance mechanism and other relevant climate change policies. This bill would extend indefinitely the requirement for the Legislative Analyst's Office to annually submit to the Legislature the report on the economic impacts and benefits of those greenhouse gas emissions targets. The bill would require the committee, at a public hearing, to review the annual report by the Legislative Analyst's Office. (Based on 03/26/2025 text)

Location:	05/23/2025 - Senate THIRD READING	**Current Text:**	03/26/2025 - Amended
		Last Amend:	03/26/2025

Total Measures: 105
Total Tracking Forms: 136

Attachment: Bill Report 6-25 (11702 : State Legislative Update)

Minute Action

AGENDA ITEM: 33

Date: July 2, 2025

Subject:
Federal Legislative Update

Recommendation:
Receive and file the June 2025 Federal Legislative Update relating to the following:

- Transportation; and
- Council of Governments.

Background:
San Bernardino County Transportation Authority (SBCTA) Legislative Affairs staff, along with a representative from federal advocates, Potomac Partners DC, LLC, updated the Legislative Policy Committee on June 11, 2025, on the Budget Reconciliation process, Fiscal Year 2026 Appropriations process and agency input on the reauthorization of the Surface Transportation Act.

Budget Reconciliation Package

On May 22, 2025, the House passed H.R. 1 the One Big Beautiful Bill Act, their contribution to the budget reconciliation package aimed at delivering major portions of President Donald Trump's agenda. The bill now heads to the Senate where it is expected to undergo additional changes in the coming weeks. The bill makes permanent the lower income tax rates from the 2017 Tax Cuts and Jobs Act, provides $150 billion in additional defense and border funding, restarts construction of the border wall, and raises the debt limit by $4 trillion. It also includes a number of policies the President promised to deliver on the campaign trail that will expire by the end of his presidency, including a standard deduction increase for individuals (with an enhancement for seniors), a child tax credit supplement, no tax on tips and overtime, and a new deduction on interest for car loans. It also increases the State and Local Tax Deduction limit to $40,000, with an income limit of $500k.

To offset the cost of these policies, longer-standing Republican priorities were added, including welfare program reforms affecting the Supplemental Nutrition Assistance Program and Medicaid, along with reforming student aid and federal pensions, eliminating clean energy tax credits, and rescinding funding for financial watchdogs like the Consumer Financial Protection Bureau. A Congressional Budget Office and Joint Committee on Taxation estimate showed the tax changes would increase the deficit by a net $3.8 trillion by 2034.

With the House budget reconciliation package arriving in the Senate, Leadership continues to contemplate its approach to the bill. One issue that may come into play is the Byrd Rule that prevents "extraneous policy riders" from being included in reconciliation packages. All provisions in a package must be nominally spending or deficit related and must have some form of budgetary impact that is more than "merely incidental" to the proposed change. As scoring becomes available on the full House language, the Senate Parliamentarian will have to assess and rule on provisions in the package that may violate the Byrd Rule.

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

Republicans in the Senate have indicated their eagerness to further amend the package, preserving the energy tax credits and softening the social safety net reforms. Speaker Mike Johnson pushed back on potential changes, citing the approaching X Date, when the United States would hit the debt limit and begin to default on its financial obligations, in Mid-August, 2025, as a fast-approaching deadline for passing the bill, which would raise the debt limit.

Speaker Mike Johnson and Senate Majority Leader John Thune have committed to a July 4, 2025, deadline for delivering a bill to the President's desk.

Fiscal Year 2026 (FY26) Appropriations

The House Appropriations Committee will begin marking up the 12 FY26 appropriations bills in June, 2025, and continue until the end of July 2025. Negotiations with the Senate on Budget Reconciliation could create delays in the regular appropriations process despite a strong willingness among Committee Members to finish all markups by the August 2025, recess. The Transportation, Housing and Urban Development subcommittee markup is scheduled for July 7, 2025. The full committee markup is slated to take place that same week, on July 10, 2025.

Surface Transportation Reauthorization

The House Transportation & Infrastructure (T&I) Committee has begun soliciting initial input from Members regarding Surface Transportation Reauthorization priorities. The upcoming surface transportation reauthorization process will begin later this year, and unlike the Infrastructure Investment and Jobs Act, will focus on highways, bridges, and other traditional transportation infrastructure programs. SBCTA's surface transportation reauthorization principles have been submitted to the San Bernardino County Delegation and T&I Committee staff. Once enacted, this bill will set the budget for overall transportation spending for the next five years.

Financial Impact:
This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026.

Reviewed By:
This item was received by the Legislative Policy Committee on June 11, 2025.

Responsible Staff:
Otis Greer, Director of Legislative and Public Affairs

Approved
Board of Directors
Date: July 2, 2025

Witnessed By:

Minute Action

AGENDA ITEM: 34

Date: July 2, 2025

Subject:
Report of Bill Position

Recommendation:
Receive and file report of action taken by the Legislative Policy Committee on June 11, 2025.

Background:
In accordance with San Bernardino County Transportation Authority (SBCTA) Policy No. 10000, IV.B., the Legislative Policy Committee (LPC) is authorized to, "Consistent with the Board-adopted platform, take official positions of support or opposition to State and Federal legislation or regulations on behalf of the Board of Directors (Board) and report all positions taken to the Board in a timely manner."

At their June 11, 2025 meeting, the LPC on behalf of the SBCTA Board, directed staff to proceed with taking a support position on Assembly Bill (AB) 440 (Ramos) - Suicide prevention: state highways and bridges – with a recommendation to work with the author to add rail facilities in addition to the state's bridges and roadways.

Summary:

Existing law authorizes the State Department of Public Health to establish the Office of Suicide Prevention (OSP). Existing law authorizes the office, if established, to perform certain functions, including, among others, conducting state-level assessment of regional and statewide suicide prevention policies and practices and reporting on progress to reduce rates of suicide.

This bill:

This bill would require the OSP to work with the California Department of Transportation (Caltrans) to identify cost-effective strategies to reduce suicides and suicide attempts on the state's bridges and roadways. Additionally, the bill would require the office to prepare and submit a report to the Legislature and specified policy committees on the strategies that it identifies on or before December 31, 2027.

According to the author, "AB 440 aims to continue California's goal of working towards achieving zero suicides. In order to do so, we must begin identifying areas of potential harm for at-risk individuals. Specifically, such harms are on our state's bridges and overpasses. The bill would call on the OSP and Caltrans, to begin the work of finding solutions to protect individuals in crisis from using our state's bridges to take their own life. It is my hope that this bill will help prevent a future tragedy from striking our communities and to protect those in need."

Staff Recommendation:

Staff recommends that San Bernardino County Transportation Authority (SBCTA) take a support position on AB 440.

Didi Hirsch Mental Health Services is sponsoring this bill and states in support that Caltrans does not have a statewide suicide prevention policy in place for their bridges and roadways and that the state should not have to wait for a tragedy to strike to begin the process of developing safety measures in areas that possess a clear and present danger to any at-risk individual that may be considering taking their own life. Didi Hirsch says this legislation aims to protect at-risk

individuals and help provide families with some relief knowing their state is being proactive about their loved one's safety.

The California State Association of Psychiatrists (CSAP) supports this bill and says that the approach in this bill not only prioritizes the safety and well-being of Californians but also reinforces a broader public health strategy to save lives. CSAP continues that this bill's requirement to submit a report to the Legislature by December 31, 2026, ensures accountability and provides an opportunity to evaluate the effectiveness of the identified strategies.

Per the SBCTA/San Bernardino Council of Governments (SBCOG) 2025-2026 State Legislative Platform, the agency supports efforts to "Provide resources for jurisdictions to update critical safety plans."

Bill text for Assembly Bill 440 can be found in Attachment A.

Financial Impact:
This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026.

Reviewed By:
This item was reviewed and unanimously approved by the Legislative Policy Committee on June 11, 2025. SBCTA General Counsel has reviewed this item.

Responsible Staff:
Otis Greer, Director of Legislative and Public Affairs

ATTACHMENT A

AMENDED IN ASSEMBLY APRIL 10, 2025

AMENDED IN ASSEMBLY MARCH 5, 2025

CALIFORNIA LEGISLATURE—2025–26 REGULAR SESSION

ASSEMBLY BILL No. 440

Introduced by Assembly Member Ramos

February 6, 2025

An act to add and repeal Section 131301 of the Health and Safety Code, relating to public health.

LEGISLATIVE COUNSEL'S DIGEST

AB 440, as amended, Ramos. Suicide prevention.

Existing law authorizes the State Department of Public Health to establish the Office of Suicide Prevention. Existing law authorizes the office, if established, to perform certain functions, including, among others, conducting state-level assessment of regional and statewide suicide prevention policies and practices and reporting on progress to reduce rates of suicide.

This bill would require the office to ~~identify state bridges and roadways that have a history of a relatively high number of suicide-related deaths. The bill would also require the office to~~ work with the Department of Transportation to identify cost-effective strategies to reduce suicides *and suicide attempts* on the state's bridges and roadways. This bill would require the office to prepare and submit a report to the Legislature and ~~the relevant~~ *specified* policy committees on the strategies that it identifies on or before December 31, ~~2026.~~ *2027*. The bill would repeal its provisions on January 1, ~~2028.~~ *2029*.

Vote: majority. Appropriation: no. Fiscal committee: yes. State-mandated local program: no.

Attachment: Assembly Bill 440 - Ramos (11705 : Report of Bill Position)

The people of the State of California do enact as follows:

SECTION 1. Section 131301 is added to the Health and Safety Code, to read:

131301. (a) The Office of Suicide Prevention shall do ~~all~~ *both* of the following:

~~(1) Identify the state bridges and roadways that have a history of a relatively high number of suicide-related deaths.~~

~~(2)~~

(1) Work in consultation with *the* Department of Transportation to identify cost-effective strategies to reduce suicides *and suicide attempts* on the state's bridges and roadways, including, but not limited to, infrastructure and other prevention strategies.

~~(3)~~

(2) (A) Prepare a report on the strategies it identifies pursuant to paragraph ~~(2)~~ *(1)* and submit that report ~~to the Legislature and the relevant policy committees~~ on or before December 31, ~~2026.~~ *2027, to the Legislature, the Assembly Committee on Health, the Assembly Committee on Transportation, the Senate Committee on Health, and the Senate Transportation Committee.*

(B) The report submitted pursuant to subparagraph (A) shall be submitted in compliance with Section 9795 of the Government Code.

(b) This section shall remain in effect only until January 1, ~~2028,~~ *2029*, and as of that date is repealed.

O

Attachment: Assembly Bill 440 - Ramos (11705 : Report of Bill Position)

Minute Action

AGENDA ITEM: 35

Date: July 2, 2025

Subject:
Measure I - Toolkit

Recommendation:
Receive information regarding the Measure I Toolkit.

Background:
Measure I, the half-cent sales tax in San Bernardino County, has been a critical part of the San Bernardino County Transportation Authority's (SBCTA) ability to deliver transportation infrastructure improvements to the businesses, residents, and commuters of our region. As we enter our 35th year of utilizing the resources from the voter-approved Measure I half-cent funding, SBCTA wants to share the successes of this program with those who have entrusted us as good stewards.

To achieve this goal, an educational program is being rolled out throughout the county to showcase the key accomplishments associated with Measure I. This includes regional capital improvement projects as well as the repair and expansion of local streets and roads. Measure I continues to pay dividends from the voters' investment.

As a part of the educational program, we are developing a Measure I Communications Toolkit (Toolkit). This initiative aims to empower representatives from the 25 different jurisdictions within the county. To achieve this, SBCTA has created a series of messaging tools to help share a consistent message about Measure I.

- Key messages
- Fact sheets
- Short videos
- Social media content
- Graphics and logos
- Web links

The Measure I provides unique benefits to each jurisdiction, but it is also important for the county, as a whole, that we continue to share our successes with one another. The goal of the Toolkit is to celebrate all that Measure I has brought to our county, and to recognize and publicize the value and powerful impact of this local resource as we look to the next generation of our transportation network.

Financial Impact:
This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026.

Reviewed By:
This item was received by the City/County Managers' Technical Advisory Committee on June 5, 2025, the Board of Directors Metro Valley Study Session on June 12, 2025 and the Mountain/Desert Policy Committee on June 20, 2025.

Responsible Staff:
Otis Greer, Director of Legislative and Public Affairs

Approved
Board of Directors
Date: July 2, 2025

Witnessed By:

Minute Action

AGENDA ITEM: 36

Date: July 2, 2025

Subject:
Metro Gold Line Foothill Extension Construction Authority Board

Recommendation:
That the Board, acting as the San Bernardino County Transportation Authority (SBCTA):

Authorize SBCTA to pursue legislation to add two voting members to the Metro Gold Line Foothill Extension Construction Authority Board of Directors, one to be appointed by the City of Montclair and one to be appointed by SBCTA.

Background:
In 1998, Senate Bill 1847 (Schiff), (Attachment A), was signed into law, and the Pasadena Metro Blue Line Construction Authority was created to construct the Metro Blue Line light rail from Union Station to Sierra Madre Blvd. in the City of Pasadena, which may be extended to the City of Claremont. The legislation required that the construction authority be governed by a board of five voting members appointed by the City of Los Angeles, City of Pasadena, City of South Pasadena, San Gabriel Valley Council of Governments, Los Angeles County Metropolitan Transportation Authority (LACMTA), and a single nonvoting member appointed by the Governor.

In 2011, Assembly Bill 706 (Torres), (Attachment B), was signed into law, redefining the Pasadena Blue Line Authority as the Metro Gold Line Foothill Extension Construction Authority. The bill added two additional nonvoting members to the existing governing board of six to be appointed by the Cities of Pasadena and South Pasadena.

In 2012, Assembly Bill 1600 (Torres), (Attachment C), was signed into law. It provided that the Metro Gold Line Foothill Extension project would extend beyond the City of Claremont to the City of Montclair. Additionally, the bill added one nonvoting member to be appointed by the San Bernardino County Transportation Authority (SBCTA) (then San Bernardino Associated Governments or SANBAG).

As SBCTA, LACMTA, and Metro Gold Line Foothill Construction Authority continue working through maintenance and operations agreements, along with funding and right-of-way considerations of the service moving into San Bernardino County, staff is recommending SBCTA seek legislation to expand the Metro Gold Line Foothill Extension Construction Authority's governing board by two voting members, one to be appointed by the City of Montclair and one to be appointed by SBCTA. This legislative action would be consistent with the current governing board, as the service was constructed through Los Angeles County. Now that the service is preparing to expand construction across the county line into San Bernardino, it is imperative that these jurisdictions have a voting voice in decisions that affect the City of Montclair and SBCTA.

Financial Impact:
This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026.

Reviewed By:
This item was reviewed and unanimously recommended for approval by the Legislative Policy Committee on June 11, 2025.

Entity: San Bernardino County Transportation Authority

Responsible Staff:
Otis Greer, Director of Legislative and Public Affairs

Approved
Board of Directors
Date: July 2, 2025

Witnessed By:

Attachment A

Senate Bill No. 1847

CHAPTER 1021

An act to add Chapter 6 (commencing with Section 132400) to Division 12.7 of the Public Utilities Code, relating to transportation.

[Approved by Governor September 30, 1998. Filed with Secretary of State September 30, 1998.]

LEGISLATIVE COUNSEL'S DIGEST

SB 1847, Schiff. Transportation: Los Angeles County Metropolitan Transportation Authority: Pasadena Metro Blue Line Construction Authority.

(1) Existing law establishes the Los Angeles County Metropolitan Transportation Authority (hereafter the LACMTA) as the single successor agency to the Southern California Rapid Transit District and the Los Angeles County Transportation Commission. The LACMTA is responsible for most transit guideway projects in Los Angeles County and has specified duties and responsibilities with regard to transportation.

This bill would establish the Pasadena Metro Blue Line Construction Authority for the purpose of awarding and overseeing all design and construction contracts for completion of the Los Angeles-Pasadena Metro Blue Line light rail project from Union Station in the City of Los Angeles to Sierra Madre Villa Boulevard in the City of Pasadena and any mass transit guideway that may be planned east of Sierra Madre Villa Boulevard along the rail right-of-way extending to the City of Claremont.

The bill would require the construction authority to (a) conduct the financial studies and the planning and engineering necessary for completion of the project, (b) adopt an administrative code, including a specified code of conduct, not later than 60 days after establishment of the construction authority, for administration of the construction authority in accordance with laws relating to open meetings of public entities, contracting and procurement, contracting goals for minority and women business participation, and political reform, and (c) complete a detailed management, implementation, safety, and financial plan for the project and submit the plan to the Governor, the Legislature, and the California Transportation Commission not later than 90 days after establishment of the construction authority.

The bill would require that the construction authority be governed by a board consisting of 5 voting members and one nonvoting member, appointed to terms of 4 years. Three members would be appointed by the City Councils of the Cities of Los Angeles,

Attachment: SB 1847 (11704 : Metro Gold Line Foothill Extension Construction Authority Board)

Pasadena, and South Pasadena, with each city council appointing one member by a majority vote of the membership of that city council. One member would be appointed by the President of the Governing Board of the San Gabriel Valley Council of Governments, subject to confirmation by that board. One member would be appointed by the LACMTA. The nonvoting member would be appointed by the Governor.

The bill would permit the governing board to appoint an executive director to serve at the pleasure of the construction authority. The executive director would be authorized to appoint staff or retain consultants as necessary to carry out the duties of the construction authority. The bill would require that all contracts approved and awarded by the executive director be awarded in accordance with state law relating to procurement. The bill would require that the awards be based on price or competitive negotiation, or on both of those things.

The bill would require the LACMTA to identify and expeditiously enter into an agreement with the construction authority to hold in trust with the construction authority all real and personal property, and any other assets, accumulated in the planning, design, and construction of the project, including, but not limited to, rights-of-way, documents, third-party agreements, contracts, and design documents, as necessary for completion of the project.

The bill would require the LACMTA to return the unencumbered balance of all local funds currently programmed for completion of the project and that have been identified in the Restructuring Plan adopted by the LACMTA Board of Directors on May 13, 1998, to the construction authority for completion of the project. The bill would authorize the construction authority to receive allocations of state funds for the project, and would require the unencumbered balance of state funds that have been programmed or allocated to the LACMTA for completion of the project and have been identified in the Restructuring Plan adopted by the LACMTA Board of Directors on May 13, 1998, to be allocated to the construction authority for completion of the project. Any transfer of the specified funds would be subject to the terms of a specified memorandum of understanding entered into between the LACMTA and the commission.

The bill would require the construction authority to enter into a memorandum of understanding with the LACMTA that specifically addresses the ability of the LACMTA to review any significant changes in the scope of the design or construction, or both design and construction, of the project, as specified.

The bill would prohibit the construction authority from encumbering any future farebox revenue anticipated from the operation of the project.

The bill would prohibit the construction authority from encumbering the project with any obligation that is transferable to

Attachment: SB 1847 (11704 : Metro Gold Line Foothill Extension Construction Authority Board)

the LACMTA upon completion of the design and construction of the project, except as specified.

The bill would require the authority to be dissolved upon completion of the project. The LACMTA would assume responsibility for operating the project upon dissolution of the authority.

The bill would create a state-mandated local program by imposing these additional duties upon local governmental entities.

(2) The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement, including the creation of a State Mandates Claims Fund to pay the costs of mandates that do not exceed $1,000,000 statewide and other procedures for claims whose statewide costs exceed $1,000,000.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to these statutory provisions.

The people of the State of California do enact as follows:

SECTION 1. Chapter 6 (commencing with Section 132400) is added to Division 12.7 of the Public Utilities Code, to read:

CHAPTER 6. PASADENA METRO BLUE LINE CONSTRUCTION AUTHORITY

132400. For purposes of this chapter, the following terms have the following meanings:

(a) The "authority" is the Pasadena Metro Blue Line Construction Authority created under this chapter.

(b) The "board" is the governing board of the authority.

(c) The "commission" is the California Transportation Commission.

(d) The "LACMTA" is the Los Angeles County Metropolitan Transportation Authority.

(e) The "project" is the Los Angeles-Pasadena Metro Blue Line light rail project extending from Union Station in the City of Los Angeles to Sierra Madre Villa Boulevard in the City of Pasadena and any mass transit guideway that may be planned east of Sierra Madre Villa Boulevard along the rail right-of-way extending to the City of Claremont.

132405. The authority is hereby created for the purpose of awarding and overseeing all design and construction contracts for completion of the project.

Attachment: SB 1847 (11704 : Metro Gold Line Foothill Extension Construction Authority Board)

132410. (a) The authority has all of the powers necessary for planning, acquiring, leasing, developing, jointly developing, owning, controlling, using, jointly using, disposing of, designing, procuring, and building the project, including, but not limited to, all of the following:

(1) Acceptance of grants, fees, and allocations from the state, local agencies, and private entities.

(2) Acquiring, through purchase or through eminent domain proceedings, any property necessary for, incidental to, or convenient for, the exercise of the powers of the authority.

(3) Incurring indebtedness, secured by pledges of revenue available for project completion.

(4) Contracting with public and private entities for the planning, design, and construction of the project. These contracts may be assigned separately or may be combined to include any or all tasks necessary for completion of the project.

(5) Entering into cooperative or joint development agreements with local governments or private entities. These agreements may be entered into for the purpose of sharing costs, selling or leasing land, air, or development rights, providing for the transferring of passengers, making pooling arrangements, or for any other purpose that is necessary for, incidental to, or convenient for the full exercise of the powers granted the authority. For purposes of this paragraph, "joint development" includes, but is not limited to, an agreement with any person, firm, corporation, association, or organization for the operation of facilities or development of projects adjacent to, or physically or functionally related to, the project.

(6) Relocation of utilities, as necessary for completion of the project.

(b) The duties of the authority include, but are not limited to, all of the following:

(1) Conducting the financial studies and the planning and engineering necessary for completion of the project.

(2) (A) Adoption of an administrative code, not later than 60 days after establishment of the authority, for administration of the authority in accordance with any applicable laws, including, but not limited to, the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code), contracting and procurement laws, laws relating to contracting goals for minority and women business participation, and the Political Reform Act of 1974 (Title 9 (commencing with Section 81000) of the Government Code).

(B) (i) The administrative code adopted under subparagraph (A) shall include a code of conduct for employees and board members that is consistent with Sections 84308 and 87103 of the Government Code and prohibits board members and staff from

Attachment: SB 1847 (11704 : Metro Gold Line Foothill Extension Construction Authority Board)

accepting gifts valued at ten dollars ($10) or more from contractors, potential contractors, or their subcontractors.

(ii) The code shall require the disclosure, on the record, of the proceedings by the officer of the agency who receives a contribution within the preceding 24 months in an amount of more than two hundred fifty dollars ($250) from a party or participant to a proceeding, and the disclosure by the party or participant.

(iii) The code shall provide that no officer of the agency shall make, participate in making, or in any way attempt to use his or her official position to influence the decision in a proceeding, as described in Section 84308 of the Government Code, if the officer has willfully or knowingly received a contribution in the amount of more than two hundred fifty dollars ($250) within the preceding 24 months from a party or his or her agent, or from any participant or his or her agent if the participant has a financial interest in the decision.

(iv) Any officer deemed ineligible to participate in a proceeding due to the provisions of this code of conduct may be replaced for the purposes of that proceeding by an appointee chosen by the appropriate appointing authority.

(v) Under the code of conduct, board members shall be deemed to have a financial interest in a decision within the meaning of Section 87100 of the Government Code if the decision involves the donor of, or intermediary or agent for a donor of, a gift or gifts aggregating ten dollars ($10) or more in value within the 12 months prior to the time the decision was made.

(3) Completion of a detailed management, implementation, safety, and financial plan, including, but not limited to, a full funding program, for the project and submission of the plan to the Governor, the Legislature, and the commission not later than 90 days after establishment of the authority.

(c) The authority shall make reasonable progress, as determined by the commission, in the design and construction of the project within the timetable imposed under the 1998 State Transportation Improvement Program.

132415. (a) The authority shall be governed by a board consisting of five voting members and one nonvoting member who shall be appointed as follows:

(1) Three members shall be appointed by the City Councils of the Cities of Los Angeles, Pasadena, and South Pasadena, with each city council appointing one member by a majority vote of the membership of that city council.

(2) One member shall be appointed by the President of the Governing Board of the San Gabriel Valley Council of Governments, subject to confirmation by that board.

(3) One member shall be appointed by the LACMTA.

(4) The nonvoting member shall be appointed by the Governor.

Attachment: SB 1847 (11704 : Metro Gold Line Foothill Extension Construction Authority Board)

(b) All members shall serve a term of not more than four years, with no limit on the number of terms that may be served by any person.

(c) If the position of a voting member becomes vacant, an alternate voting member may be appointed by a majority vote of the board to serve until the position is filled as required under subdivision (a).

(d) Members of the board are subject to the Political Reform Act of 1974 (Title 9 (commencing with Section 81000) of the Government Code).

(e) Three members of the board shall constitute a quorum.

(f) The board shall elect a chairperson and vice chairperson from among the membership of the board.

(g) Each member of the board may be compensated at a rate of not more than one hundred fifty dollars ($150) per day spent attending to the business of the authority. Compensation, if paid, shall not exceed six hundred dollars ($600) per month, plus expenses directly related to the performance of duties imposed by the authority, including, but not limited to, travel and personal expenses.

132420. (a) The board may appoint an executive director to serve at the pleasure of the authority.

(b) The executive director is exempt from all civil service provisions and shall be paid a salary established by the board.

(c) The executive director may appoint staff or retain consultants as necessary to carry out the duties of the authority.

(d) All contracts approved and awarded by the executive director shall be awarded in accordance with state law relating to procurement. Awards shall be based on price or competitive negotiation, or on both of those things.

132425. The LACMTA shall identify and expeditiously enter into an agreement with the authority to hold in trust with the authority all real and personal property, and any other assets accumulated in the planning, design, and construction of the project, including, but not limited to, rights-of-way, documents, third-party agreements, contracts, and design documents, as necessary for completion of the project.

132430. (a) The LACMTA shall transfer the unencumbered balance of all local funds programmed for completion of the project and that have been identified in the Restructuring Plan adopted by the LACMTA Board of Directors on May 13, 1998, to the authority for completion of the project.

(b) The authority is eligible to receive allocations of state funds for the project. The unencumbered balance of funds currently programmed or allocated to the LACMTA for completion of the project and that have been identified in the Restructuring Plan adopted by the LACMTA Board of Directors on May 13, 1998, shall be allocated to the authority for completion of the project.

Attachment: SB 1847 (11704 : Metro Gold Line Foothill Extension Construction Authority Board)

(c) Any transfer of funds by the LACMTA under this section shall be subject to the terms of the memorandum of understanding entered into between the LACMTA and the commission on June 2, 1998.

132435. The authority shall enter into a memorandum of understanding with the LACMTA that shall specifically address the ability of the LACMTA to review any significant changes in the scope of the design or construction, or both design and construction, of the project. For purposes of this section, the term "significant change" means any change of mode or technology, or any other substantive change that affects the connectivity and operation of the project as part of the overall transit system operated by the LACMTA, or any combination of those things. Design and construction of a light rail project that is consistent with the current scope of the project shall not be deemed to be a significant change in the scope of the project and shall not require concurrence by the LACMTA.

132440. The authority shall not encumber any future farebox revenue anticipated from the operation of the project.

132445. The authority shall not encumber the project with any obligation that is transferable to the LACMTA upon completion of the design and construction of the project. The design and construction to be administered by the authority does not include rolling stock, which is a component of the operation of the project and shall be administered by the LACMTA. This section does not apply to any joint development programs, as authorized under paragraph (5) of subdivision (a) of Section 132410, that may be utilized to contribute to the financing of project design and construction.

132450. The authority shall be dissolved upon completion of construction of the light rail project. The LACMTA shall assume responsibility for operating the project upon dissolution of the authority.

SEC. 2. Notwithstanding Section 17610 of the Government Code, if the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code. If the statewide cost of the claim for reimbursement does not exceed one million dollars ($1,000,000), reimbursement shall be made from the State Mandates Claims Fund.

Notwithstanding Section 17580 of the Government Code, unless otherwise specified, the provisions of this act shall become operative on the same date that the act takes effect pursuant to the California Constitution.

Attachment: SB 1847 (11704 : Metro Gold Line Foothill Extension Construction Authority Board)

Assembly Bill No. 706

Passed the Assembly September 9, 2011

_____

Chief Clerk of the Assembly

Passed the Senate September 6, 2011

_____

Secretary of the Senate

This bill was received by the Governor this _____ day of _____, 2011, at _____ o'clock ___M.

_____

Private Secretary of the Governor

Attachment: AB 706 (11704 : Metro Gold Line Foothill Extension Construction Authority Board)

CHAPTER _____

An act to amend Sections 132400, 132410, and 132415 of the Public Utilities Code, relating to the Metro Gold Line Foothill Extension Construction Authority, and declaring the urgency thereof, to take effect immediately.

LEGISLATIVE COUNSEL'S DIGEST

AB 706, Torres. Metro Gold Line Foothill Extension Construction Authority.

Existing law creates the Pasadena Metro Blue Line Construction Authority for purposes relating to the development of a light rail project extending from the City of Los Angeles to the Cities of Pasadena and Claremont. Existing law provides that the authority shall be governed by a board consisting of 5 voting members and one nonvoting member and requires the authority to adopt a code of conduct for officers and board members of the authority that, among other things, specifies circumstances under which a board member shall be deemed to have a financial interest in a decision.

This bill would redefine the authority as the Metro Gold Line Foothill Extension Construction Authority for purposes of these provisions. The bill would provide that the board shall consist of 5 voting members and 3 nonvoting members, would require the additional 2 nonvoting members to be appointed by the City Councils of the Cities of Pasadena and South Pasadena, as specified, and would require each appointing authority to also appoint an alternate member, as specified. The bill would also specify circumstances under which board members and alternate members of the authority shall not be considered financially interested and may participate in decisions and agreements regarding the authority, any appointing authority, and any extension city, as defined. The bill would provide that a board member may simultaneously hold specified governmental positions without the holding of those positions constituting an incompatible office or activity, as specified.

Because the bill would impose new duties on local agencies, the bill would create a state-mandated local program.

Attachment: AB 706 (11704 : Metro Gold Line Foothill Extension Construction Authority Board)

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to these statutory provisions.

This bill would declare that it is to take effect immediately as an urgency statute.

The people of the State of California do enact as follows:

SECTION 1. Section 132400 of the Public Utilities Code is amended to read:

132400. For purposes of this chapter, the following terms have the following meanings:

(a) The "authority" is the Metro Gold Line Foothill Extension Construction Authority created under this chapter, formerly known as the Pasadena Metro Blue Line Construction Authority.

(b) The "board" is the governing board of the authority.

(c) The "commission" is the California Transportation Commission.

(d) The "LACMTA" is the Los Angeles County Metropolitan Transportation Authority.

(e) The "project" is the Los Angeles-Pasadena Foothill Extension Gold Line light rail project, formerly known as the Los Angeles-Pasadena Metro Blue Line, extending from Union Station in the City of Los Angeles to Sierra Madre Villa Boulevard in the City of Pasadena and any mass transit guideway that may be planned east of Sierra Madre Villa Boulevard along the rail right-of-way extending to the City of Claremont.

(f) The "extension cities" are the cities of Arcadia, Monrovia, Duarte, Irwindale, Azusa, Glendora, San Dimas, La Verne, Pomona, and Claremont.

SEC. 2. Section 132410 of the Public Utilities Code is amended to read:

132410. (a) The authority has all of the powers necessary for planning, acquiring, leasing, developing, jointly developing, owning, controlling, using, jointly using, disposing of, designing,

Attachment: AB 706 (11704 : Metro Gold Line Foothill Extension Construction Authority Board)

procuring, and building the project, including, but not limited to, all of the following:

(1) Acceptance of grants, fees, and allocations from the state, local agencies, and private entities.

(2) Acquiring, through purchase or through eminent domain proceedings, any property necessary for, incidental to, or convenient for, the exercise of the powers of the authority.

(3) Incurring indebtedness, secured by pledges of revenue available for project completion.

(4) Contracting with public and private entities for the planning, design, and construction of the project. These contracts may be assigned separately or may be combined to include any or all tasks necessary for completion of the project.

(5) Entering into cooperative or joint development agreements with local governments or private entities. These agreements may be entered into for the purpose of sharing costs, selling or leasing land, air, or development rights, providing for the transferring of passengers, making pooling arrangements, or for any other purpose that is necessary for, incidental to, or convenient for the full exercise of the powers granted the authority. For purposes of this paragraph, "joint development" includes, but is not limited to, an agreement with any person, firm, corporation, association, or organization for the operation of facilities or development of projects adjacent to, or physically or functionally related to, the project.

(6) Relocation of utilities, as necessary for completion of the project.

(b) The duties of the authority include, but are not limited to, all of the following:

(1) Conducting the financial studies and the planning and engineering necessary for completion of the project.

(2) (A) Adoption of an administrative code, not later than 60 days after establishment of the authority, for administration of the authority in accordance with any applicable laws, including, but not limited to, the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code), contracting and procurement laws, laws relating to contracting goals for minority and women business participation, and the Political Reform Act of 1974 (Title 9 (commencing with Section 81000) of the Government Code).

Attachment: AB 706 (11704 : Metro Gold Line Foothill Extension Construction Authority Board)

(B) (i) The administrative code adopted under subparagraph (A) shall include a code of conduct for employees and board members that is consistent with Sections 84308 and 87103 of the Government Code and prohibits board members and staff from accepting gifts valued at ten dollars ($10) or more from contractors, potential contractors, or their subcontractors.

(ii) The code shall require the disclosure, on the record, of the proceedings by the officer of the agency who receives a contribution within the preceding 24 months in an amount of more than two hundred fifty dollars ($250) from a party or participant to a proceeding, and the disclosure by the party or participant.

(iii) The code shall provide that no officer of the agency shall make, participate in making, or in any way attempt to use his or her official position to influence the decision in a proceeding, as described in Section 84308 of the Government Code, if the officer has willfully or knowingly received a contribution in the amount of more than two hundred fifty dollars ($250) within the preceding 24 months from a party or his or her agent, or from any participant or his or her agent if the participant has a financial interest in the decision.

(iv) Any officer deemed ineligible to participate in a proceeding due to the provisions of this code of conduct may be replaced for the purposes of that proceeding by an appointee chosen by the appropriate appointing authority.

(v) Under the code of conduct, board members shall be deemed to have a financial interest in a decision within the meaning of Section 87100 of the Government Code if the decision involves the donor of, or intermediary or agent for a donor of, a gift or gifts aggregating ten dollars ($10) or more in value within the 12 months prior to the time the decision was made.

(vi) Board members and alternate members shall not be considered financially interested, under or for the purposes of Section 1090 of the Government Code, solely by virtue of their holding office with the authority and, concurrently, holding office with an entity set forth in subdivision (a) of Section 132415, an extension city, or both such an entity and such a city, and they may participate in decisions and agreements regarding the authority, any of the entities set forth in subdivision (a) of Section 132415, and any of the extension cities. The participation described in this clause shall not constitute a conflict of interest under or for the

Attachment: AB 706 (11704 : Metro Gold Line Foothill Extension Construction Authority Board)

purposes of Section 1090 of the Government Code, or an incompatible employment, activity, or enterprise under or for the purposes of Section 1126 of the Government Code.

(c) The authority shall make reasonable progress, as determined by the commission, in the design and construction of the project within the timetable imposed under the 1998 State Transportation Improvement Program.

SEC. 3. Section 132415 of the Public Utilities Code is amended to read:

132415. (a) The authority shall be governed by a board consisting of five voting members and three nonvoting members who shall be appointed as follows:

(1) Three members shall be appointed by the City Councils of the Cities of Los Angeles, Pasadena, and South Pasadena, with each city council appointing one member by a majority vote of the membership of that city council.

(2) One member shall be appointed by the President of the Governing Board of the San Gabriel Valley Council of Governments, subject to confirmation by that board.

(3) One member shall be appointed by the LACMTA.

(4) One nonvoting member shall be appointed by the Governor.

(5) Two nonvoting members shall be appointed by the City Councils of the Cities of Pasadena and South Pasadena, with each city appointing one nonvoting member.

(b) All members shall serve a term of not more than four years, with no limit on the number of terms that may be served by any person.

(c) Each appointing authority shall also appoint an alternate member to serve in a member's absence. If the position of a voting member becomes vacant, the alternate member shall serve until the position is filled as required pursuant to subdivision (a).

(d) Members of the board are subject to the Political Reform Act of 1974 (Title 9 (commencing with Section 81000) of the Government Code).

(e) Three members of the board shall constitute a quorum.

(f) The board shall elect a chairperson and vice chairperson from among the membership of the board.

(g) Each member of the board may be compensated at a rate of not more than one hundred fifty dollars ($150) per day spent attending to the business of the authority. Compensation, if paid,

Attachment: AB 706 (11704 : Metro Gold Line Foothill Extension Construction Authority Board)

shall not exceed six hundred dollars ($600) per month, plus expenses directly related to the performance of duties imposed by the authority, including, but not limited to, travel and personal expenses.

(h) Members appointed to the board may include members of the entities set forth in subdivision (a), and members of the city councils or other elected officials of the extension cities, or both. The simultaneous membership described in this subdivision shall not constitute a violation of Section 1099 or 1126 of the Government Code.

SEC. 4. The provisions set forth in Section 2 and in subdivision (h) of Section 132415 of the Public Utilities Code as set forth in Section 3 of this act are declaratory of existing law as they pertain to conflicts of interest, incompatible offices, or incompatible activities, and the ability of board members and alternate members to participate in decisions and agreements regarding the Metro Gold Line Foothill Extension Construction Authority, any of the entities set forth in subdivision (a) of Section 132415 of the Public Utilities Code, and any of the cities adjoining the project right-of-way.

SEC. 5. If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

SEC. 6. This act is an urgency statute necessary for the immediate preservation of the public peace, health, or safety within the meaning of Article IV of the Constitution and shall go into immediate effect. The facts constituting the necessity are:

In order to avoid delays in the construction of the Metro Gold Line Foothill Extension Construction Authority Phase 2A project, it is necessary for this act to take effect immediately.

Attachment: AB 706 (11704 : Metro Gold Line Foothill Extension Construction Authority Board)

Approved _____, 2011

_____

Governor

Attachment: AB 706 (11704 : Metro Gold Line Foothill Extension Construction Authority Board)

Assembly Bill No. 1600

Passed the Assembly May 31, 2012

_____

Chief Clerk of the Assembly

Passed the Senate August 9, 2012

_____

Secretary of the Senate

This bill was received by the Governor this _____ day of _____, 2012, at _____ o'clock ___M.

_____

Private Secretary of the Governor

Attachment: AB 1600 (11704 : Metro Gold Line Foothill Extension Construction Authority Board)

CHAPTER _____

An act to amend Sections 132400, 132410, 132415, 132420, and 132450 of the Public Utilities Code, relating to the Metro Gold Line Foothill Extension Construction Authority.

LEGISLATIVE COUNSEL'S DIGEST

AB 1600, Torres. Metro Gold Line Foothill Extension Construction Authority.

Existing law creates the Metro Gold Line Foothill Extension Construction Authority, governed by a board of 5 voting members and 3 nonvoting members, appointed as specified, for purposes relating to the development of a light rail project extending from the City of Los Angeles to the Cities of Pasadena and Claremont, and authorizes the authority to accept grants, fees, and allocations from the state, local agencies, and private entities.

This bill would provide for the extension of the project to the City of Montclair, instead of the City of Claremont. The bill would authorize the authority to also accept grants, fees, and allocations from federal agencies, and to accept transfers of funds from federal, state, and local agencies.

Existing law creates the Los Angeles County Metropolitan Transportation Authority (LACMTA) and specifies that the LACMTA shall assume responsibility for operating the project upon dissolution of the authority. Existing law creates the San Bernardino County Transportation Commission and requires the San Bernardino Associated Governments (SANBAG) to function in that capacity.

This bill would require the LACMTA to assume responsibility for operating all completed phases of the project. The bill would require the authority to enter into a construction agreement with SANBAG prior to commencing construction of the portion of the project in the County of San Bernardino. The bill would grant LACMTA authority to operate the portion of the project located in the County of San Bernardino, subject to approval by SANBAG through approval of an operations and maintenance agreement, as specified, with respect to the portion of the project on the right-of-way owned by SANBAG. The bill would expand the board

Attachment: AB 1600 (11704 : Metro Gold Line Foothill Extension Construction Authority Board)

of the authority by one nonvoting member to be appointed by the president of the board of directors of SANBAG.

Existing law authorizes the governing board of the authority to appoint an executive director to carry out the duties of the authority, including awarding and approving contracts.

This bill would require that contracts awarded by the executive director comply with laws generally applicable to local agency procurements, as specified.

Because this bill would require a local authority to assume additional responsibilities, it would create a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

The people of the State of California do enact as follows:

SECTION 1. Section 132400 of the Public Utilities Code is amended to read:

132400. For purposes of this chapter, the following terms have the following meanings:

(a) The "authority" is the Metro Gold Line Foothill Extension Construction Authority created under this chapter, formerly known as the Pasadena Metro Blue Line Construction Authority.

(b) The "board" is the governing board of the authority.

(c) The "commission" is the California Transportation Commission.

(d) The "LACMTA" is the Los Angeles County Metropolitan Transportation Authority.

(e) The "project" is the Los Angeles-Pasadena Foothill Extension Gold Line light rail project, formerly known as the Los Angeles-Pasadena Metro Blue Line, extending from Union Station in the City of Los Angeles to Sierra Madre Villa Boulevard in the City of Pasadena and any mass transit guideway that may be planned east of Sierra Madre Villa Boulevard along the rail right-of-way extending to the City of Montclair.

Attachment: AB 1600 (11704 : Metro Gold Line Foothill Extension Construction Authority Board)

(f) The "extension cities" are the Cities of Arcadia, Monrovia, Duarte, Irwindale, Azusa, Glendora, San Dimas, La Verne, Pomona, Claremont, and Montclair.

SEC. 2. Section 132410 of the Public Utilities Code is amended to read:

132410. (a) The authority has all of the powers necessary for planning, acquiring, leasing, developing, jointly developing, owning, controlling, using, jointly using, disposing of, designing, procuring, and building the project, including, but not limited to, all of the following:

(1) Acceptance of grants, fees, allocations, and transfers of funds from federal, state, and local agencies, as well as private entities.

(2) Acquiring, through purchase or through eminent domain proceedings, any property necessary for, incidental to, or convenient for, the exercise of the powers of the authority.

(3) Incurring indebtedness, secured by pledges of revenue available for project completion.

(4) Contracting with public and private entities for the planning, design, and construction of the project. These contracts may be assigned separately or may be combined to include any or all tasks necessary for completion of the project.

(5) Entering into cooperative or joint development agreements with local governments or private entities. These agreements may be entered into for the purpose of sharing costs, selling or leasing land, air, or development rights, providing for the transferring of passengers, making pooling arrangements, or for any other purpose that is necessary for, incidental to, or convenient for the full exercise of the powers granted the authority. For purposes of this paragraph, "joint development" includes, but is not limited to, an agreement with any person, firm, corporation, association, or organization for the operation of facilities or development of projects adjacent to, or physically or functionally related to, the project.

(6) Relocation of utilities, as necessary for completion of the project.

(b) The duties of the authority include, but are not limited to, all of the following:

(1) Conducting the financial studies and the planning and engineering necessary for completion of the project.

Attachment: AB 1600 (11704 : Metro Gold Line Foothill Extension Construction Authority Board)

(2) (A) Adoption of an administrative code, not later than 60 days after establishment of the authority, for administration of the authority in accordance with any applicable laws, including, but not limited to, the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code), the provisions of this chapter, laws generally applicable to local agency procurements and contracts, laws relating to contracting goals for minority and women business participation, and the Political Reform Act of 1974 (Title 9 (commencing with Section 81000) of the Government Code).

(B) (i) The administrative code adopted under subparagraph (A) shall include a code of conduct for employees and board members that is consistent with Sections 84308 and 87103 of the Government Code and prohibits board members and staff from accepting gifts valued at ten dollars ($10) or more from contractors, potential contractors, or their subcontractors.

(ii) The code shall require the disclosure, on the record, of the proceedings by the officer of the agency who receives a contribution within the preceding 24 months in an amount of more than two hundred fifty dollars ($250) from a party or participant to a proceeding, and the disclosure by the party or participant.

(iii) The code shall provide that no officer of the agency shall make, participate in making, or in any way attempt to use his or her official position to influence the decision in a proceeding, as described in Section 84308 of the Government Code, if the officer has willfully or knowingly received a contribution in the amount of more than two hundred fifty dollars ($250) within the preceding 24 months from a party or his or her agent, or from any participant or his or her agent if the participant has a financial interest in the decision.

(iv) Any officer deemed ineligible to participate in a proceeding due to the provisions of this code of conduct may be replaced for the purposes of that proceeding by an appointee chosen by the appropriate appointing authority.

(v) Under the code of conduct, board members shall be deemed to have a financial interest in a decision within the meaning of Section 87100 of the Government Code if the decision involves the donor of, or intermediary or agent for a donor of, a gift or gifts aggregating ten dollars ($10) or more in value within the 12 months prior to the time the decision was made.

Attachment: AB 1600 (11704 : Metro Gold Line Foothill Extension Construction Authority Board)

(vi) Board members and alternate members shall not be considered financially interested, under or for the purposes of Section 1090 of the Government Code, solely by virtue of their holding office with the authority and, concurrently, holding office with an entity set forth in subdivision (a) of Section 132415, an extension city, or both such an entity and such a city, and they may participate in decisions and agreements regarding the authority, any of the entities set forth in subdivision (a) of Section 132415, and any of the extension cities. The participation described in this clause shall not constitute a conflict of interest under or for the purposes of Section 1090 of the Government Code, or an incompatible employment, activity, or enterprise under or for the purposes of Section 1126 of the Government Code.

(c) The authority shall make reasonable progress, as determined by the commission, in the design and construction of the project within the timetable imposed under the 1998 State Transportation Improvement Program.

SEC. 3. Section 132415 of the Public Utilities Code is amended to read:

132415. (a) The authority shall be governed by a board consisting of five voting members and four nonvoting members who shall be appointed as follows:

(1) Three members shall be appointed by the City Councils of the Cities of Los Angeles, Pasadena, and South Pasadena, with each city council appointing one member by a majority vote of the membership of that city council.

(2) One member shall be appointed by the President of the Governing Board of the San Gabriel Valley Council of Governments, subject to confirmation by that board.

(3) One member shall be appointed by the LACMTA.

(4) One nonvoting member shall be appointed by the Governor.

(5) Two nonvoting members shall be appointed by the City Councils of the Cities of Pasadena and South Pasadena, with each city appointing one nonvoting member.

(6) One nonvoting member shall be appointed by the president of the board of directors of the San Bernardino Associated Governments, subject to confirmation by that board.

(b) All members shall serve a term of not more than four years, with no limit on the number of terms that may be served by any person.

Attachment: AB 1600 (11704 : Metro Gold Line Foothill Extension Construction Authority Board)

(c) Each appointing authority shall also appoint an alternate member to serve in a member's absence. If the position of a voting member becomes vacant, the alternate member shall serve until the position is filled as required pursuant to subdivision (a).

(d) Members of the board are subject to the Political Reform Act of 1974 (Title 9 (commencing with Section 81000) of the Government Code).

(e) Three members of the board shall constitute a quorum.

(f) The board shall elect a chairperson and vice chairperson from among the membership of the board.

(g) Each member of the board may be compensated at a rate of not more than one hundred fifty dollars ($150) per day spent attending to the business of the authority. Compensation, if paid, shall not exceed six hundred dollars ($600) per month, plus expenses directly related to the performance of duties imposed by the authority, including, but not limited to, travel and personal expenses.

(h) Members appointed to the board may include members of the entities set forth in subdivision (a), and members of the city councils or other elected officials of the extension cities, or both. The simultaneous membership described in this subdivision shall not constitute a violation of Section 1099 or 1126 of the Government Code.

SEC. 4. Section 132420 of the Public Utilities Code is amended to read:

132420. (a) The board may appoint an executive director to serve at the pleasure of the authority.

(b) The executive director is exempt from all civil service provisions and shall be paid a salary established by the board.

(c) The executive director may appoint staff or retain consultants as necessary to carry out the duties of the authority.

(d) All contracts approved and awarded by the executive director shall be awarded in accordance with state laws generally applicable to local agency procurements and contracts, subject to the provisions of this chapter. Awards shall be based on price or competitive negotiation, or on both of those things.

SEC. 5. Section 132450 of the Public Utilities Code is amended to read:

132450. (a) (1) The LACMTA shall assume responsibility for operating all completed phases of the project.

Attachment: AB 1600 (11704 : Metro Gold Line Foothill Extension Construction Authority Board)

(2) Subject to subparagraph (A), the LACMTA shall have the authority to operate the portion of the project located in the County of San Bernardino, which extends approximately one-half mile from the Los Angeles and San Bernardino County line to the Montclair Transit Center.

(A) With respect to the portion of the project on the right-of-way owned by the San Bernardino Associated Governments, the LACMTA's authority to operate the project shall be contingent upon the approval of the board of directors of the San Bernardino Associated Governments, acting as the county transportation commission, through approval of an operations and maintenance agreement with the LACMTA.

(B) The operations and maintenance agreement shall provide that the San Bernardino Associated Governments reimburse the LACMTA for the costs of operating that portion of the line located in the County of San Bernardino.

(C) Prior to the commencement of construction of the portion of the project in the County of San Bernardino, the authority shall enter into a construction agreement with the San Bernardino Associated Governments, acting as the county transportation commission.

(3) Nothing in this section shall be construed to require the LACMTA to allocate funds to the project beyond funds that have been allocated as of January 1, 2012.

(b) The authority shall be dissolved when project construction has been completed.

SEC. 6. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district are the result of a program for which legislative authority was requested by that local agency or school district, within the meaning of Section 17556 of the Government Code and Section 6 of Article XIII B of the California Constitution.

Attachment: AB 1600 (11704 : Metro Gold Line Foothill Extension Construction Authority Board)

Assembly Bill No. 1600

Passed the Assembly May 31, 2012

_____

Chief Clerk of the Assembly

Passed the Senate August 9, 2012

_____

Secretary of the Senate

This bill was received by the Governor this _____ day of _____, 2012, at _____ o'clock ___M.

_____

Private Secretary of the Governor

Attachment: AB 1600 (11704 : Metro Gold Line Foothill Extension Construction Authority Board)

Minute Action

AGENDA ITEM: 37

Date: July 2, 2025

Subject:
Presentation of Resolutions and Proclamations

Recommendation:
Receive presentations, resolutions, and proclamations from multiple agencies recognizing Executive Director Raymond W. Wolfe upon his retirement.

Background:
Dr. Raymond W. Wolfe was appointed as the Executive Director of San Bernardino County Transportation Authority (previously known as SANBAG) in April 2012. Dr. Wolfe announced his retirement in December 2024. The July 2, 2025 Board of Directors meeting will be his last meeting; therefore, many agencies wish to present Dr. Wolfe with a resolution or proclamation in his honor.

Financial Impact:
This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026.

Reviewed By:
This item acknowledges a special presentation and has not received prior policy committee or technical advisory committee review.

Responsible Staff:
Rick Denison, Town of Yucca Valley

Approved
Board of Directors
Date: July 2, 2025

Witnessed By:

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

Minute Action

AGENDA ITEM: 38

Date: July 2, 2025

Subject:
Interstate 15 Corridor Freight and Express Lanes Project - Contract 1 Riverside County Toll System Modifications Sole Source Contract and Amendment No. 1 to Coop Agreement

Recommendation:
That the Board, acting as the San Bernardino County Transportation Authority (SBCTA):

A. Authorize the Executive Director, or their designee, to finalize and execute **Sole Source** Contract No. 23-1002943 with Kapsch TrafficCom USA, Inc. for the Interstate 15 (I-15) Corridor Freight and Express Lanes Project - Contract 1 Riverside County Toll System Modifications in an amount not to exceed $3,030,690.42, to be funded with Measure I Valley Freeway Program funds previously allocated to the Project, upon approval as to form by SBCTA General Counsel.

B. Approve allowances and contingencies in the amount of $272,400 and authorize the Executive Director, or their designee, to release as necessary for the I-15 Corridor Freight and Express Lanes Project - Contract 1 Riverside County Toll System Modifications.

C. Authorize the Executive Director, or their designee, to finalize and execute Amendment No. 1 to Cooperative Agreement No. 22-1002721 Interstate 15 Corridor Freight and Express Lanes Project - Contract 1 between SBCTA and Riverside County Transportation Commission, upon approval as to form by SBCTA General Counsel.

Background:
Recommendations A and B: **Sole Source** Agreement

At the March 2023 San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) meeting, staff presented a report regarding the need for a sole source contract for the Interstate 15 (I-15) Corridor Freight and Express Lanes Project – Contract 1 (Project) Riverside County Toll System Modifications.

The design team identified several components of the existing Riverside County Transportation Commission (RCTC) I-15 Express Lanes facility that require temporary or permanent relocation to facilitate the Project's implementation. These components include fiber-optic communication systems, toll pricing signs, closed-circuit television cameras, communication antennas, changeable message signs, and toll collection system cabinets. Some features require temporary relocation to accommodate construction staging for the new SBCTA Express Lanes, while others need permanent relocation to ensure RCTC can continue operating its system during and after construction.

To prevent disruptions to RCTC's facilities, SBCTA must contract with RCTC's Toll Service Provider (TSP), Kapsch TrafficCom USA, Inc. (Kapsch). Kapsch is the only vendor capable of servicing the current RCTC I-15 Express Lanes infrastructure, as they designed, installed, tested, and continue to operate and maintain the toll collection system.

SBCTA developed a project scope based on the design and coordination with RCTC. An Independent Cost Estimate (ICE) was prepared to establish a fair cost and schedule for the

required work, minimizing impacts on RCTC's I-15 Express Lanes operations. Since most of the Riverside County toll system modifications result from RCTC-requested improvements near the express lanes' ingress and egress at Cantu-Galleano Ranch Road to enhance traffic operations, RCTC is responsible for 81% of the cost per Cooperative Agreement No. 22-1002721 between SBCTA and RCTC. RCTC is contributing Federal Congestion Mitigation and Air Quality (CMAQ) funds to the mainline construction contract to account for their share of the cost of this contract.

During contract negotiations, Kapsch proposed two modifications to SBCTA's standard contract and special provisions as part of their best and final offer.

Article 18- Indemnity

SBCTA language:

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

Kapsch proposed language:

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by SBCTA) and hold harmless San Bernardino County Transportation Authority (SBCTA), State of California (Caltrans), Riverside County Transportation Commission (RCTC), and their officers, directors, members, employees, contractors, agents and volunteers (collectively the "Indemnitees") from any and all claims, actions, losses, damages, and/or liability to the extent arising out of the intentional misconduct or negligent acts, errors, or omissions of CONTRACTOR and its agents. To the extent permitted by law, CONTRACTOR's duties to defend and indemnify shall apply regardless of the existence or degree of fault of any of the Indemnitees. The duty of CONTRACTOR and its insurers to provide a defense shall be prompt upon receipt of a written tender of defense from any of the Indemnitees, notwithstanding any subsequent allocation of defense costs that may be required by law. CONTRACTOR's indemnification obligation does not apply to the "passive" negligence, the "sole" or "active" negligence or "willful misconduct" of any of the Indemnitees within the meaning of Civil Code section 2782.

Kapsch's proposed language narrows their indemnification scope, limiting responsibility to claims arising from their own negligence and intentional misconduct while excluding coverage

for any negligence, including passive negligence, of the indemnified parties. SBCTA's broader standard language includes a wider range of potential liabilities. SBCTA staff and legal counsel reviewed Kapsch's proposed language and based on the unique circumstances, recommend accepting it.

Section 6.5 Limitation of RCTC TSP's Liability of the Special Provision

SBCTA language:

To the extent permitted by applicable Governmental Rule, RCTC TSP's liability under this Contract to SBCTA for damages (including actual, indirect, special, consequential, multiple or punitive damages) (whether arising in contract, negligence or other tort, or any other theory of law) shall not exceed the sum of:

(a) An amount equal to 50% of the RCTC's TSP Total Capital Cost during the D&D Phase (which amount shall specifically include any SBCTA Liquidated Damages and Lane Closure Charges paid under Section 5.1 and exclude RCTC Stipulated Damages); plus

(b) RCTC Stipulated Damages paid or payable under Section 5.2 by RCTC TSP; plus

(c) Any amounts paid or payable by RCTC TSP that are covered by or should have been covered by insurance proceeds under this Contract; plus

(d) All Losses incurred by any Indemnified Party in connection with any illegal activities, fraud, recklessness, criminal conduct, gross negligence, or intentional misconduct on the part of any RCTC TSP-Related Entity in connection with the Toll Services; plus

(e) RCTC TSP's indemnification obligations regarding third party suits, actions, proceedings, judgments and claims.

For purposes of clarification, an event, occurrence or action that occurred during the D&D Phase, but which may become known or actionable during the O&M Term, is intended to fall under RCTC Contract #16-31-043-00 In addition, Liquidated Damages are also subject to certain limits in accordance with Section 5.

Kapsch proposed language:

To the extent permitted by applicable Governmental Rule, RCTC TSP's liability under this Contract to SBCTA for damages (including actual, indirect, special, consequential, multiple or punitive damages) (whether arising in contract, negligence or other tort, or any other theory of law) shall not exceed the sum of:

(a) an amount equal to 50% of the RCTC's TSP Total Capital Cost as outlined in this scope of work during the D&D Phase (which amount shall specifically include any SBCTA Liquidated Damages and Lane Closure Charges paid under Section 5.1 and exclude RCTC Stipulated Damages); plus

(b) all Losses incurred by any Indemnified Party in connection with any illegal activities, fraud, recklessness, criminal conduct, gross negligence, or intentional misconduct on the part of any RCTC TSP-Related Entity in connection with the Toll Services.

> *For purposes of clarification, an event, occurrence or action that occurred during the D&D Phase, but which may become known or actionable during the O&M Term, is intended to fall under RCTC Contract #16-31-043-00. In addition, Liquidated Damages are also subject to certain limits in accordance with Section 5.*

The language proposed by Kapsch reduces their liability in a few areas, such as excluding stipulated damages (as defined in the RCTC-Kapsch contract), costs paid that should have been paid by insurance, and costs of third-party indemnification. It provides a narrow focus on core damages related to negligence and misconduct. SBCTA's standard language addresses a wider range of potential liabilities and includes detailed terms for financial obligations.

SBCTA staff, in consultation with legal counsel and risk management, expressed concerns that Kapsch's modifications could limit SBCTA's ability to recover losses from the contractor. However, as Kapsch is already liable under RCTC's toll collection operations and maintenance contract, the proposed language is intended to prevent Kapsch from having double liability for the same act or omission. Staff's analysis concluded that the likelihood of damages exceeding 50% of the contract amount is minimal; as such, staff proposes that the revised language is acceptable considering the contract's scope.

Recommendation C: Amendment No. 1 to Cooperative Agreement between SBCTA and RCTC

In May 2023, SBCTA and RCTC entered into Cooperative Agreement 22-1002721 for purposes of setting forth the roles and obligations of the Parties as they relate to the construction and operation of express lanes in Riverside County by SBCTA. Following execution of the Cooperative Agreement, RCTC initiated the transfer of CMAQ funds to account for the Riverside County share of Project costs that are RCTC's responsibility to fund. The initial RCTC transfer of $15,000,000 to SBCTA was based on the preliminary estimate found in Exhibit F of the Cooperative Agreement, and the Agreement specifies that an amendment shall be processed following receipt of final construction bids and RCTC toll service provider costs. Amendment No. 1 updates Table 1 in Exhibit F with the final construction bid and RCTC toll service provider costs, reflecting an additional $4,262,970 to be apportioned from RCTC to SBCTA. The additional apportionment will be coordinated by SBCTA and RCTC with the Southern California Association of Governments (SCAG) and California Department of Transportation (Caltrans).

Financial Impact:
This item is consistent with the adopted budget for Fiscal Year 2025/2026 and funded with Measure I Freeway Program funds in Program 40, Project Delivery, Task 820, and Freeway Projects.

Reviewed By:
This item has not received prior policy committee or technical advisory committee review. This item is presented directly to the Board without prior committee review to minimize impacts to the overall schedule of the I-15 Corridor Freight and Express Lanes Project construction. SBCTA General Counsel and Procurement Manager have reviewed this item, the draft agreement, and the draft amendment.

Responsible Staff:
Philip Chu, Chief of Express Lanes

Approved
Board of Directors
Date: July 2, 2025

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 23-1002943 Amendment No.:

Contract Class: Payable Department: Toll Operations

Vendor No.: [redacted] Vendor Name: Kapsch TrafficCom USA, Inc.

Customer ID: Customer Name: Kapsch TrafficCom USA, Inc.

Description: I-15 RCTC toll system sole source with Kapsch

List Any Related Contract Nos.: 22-1002721

List Any Accounts Payable Related Contract Nos.:

Dollar Amount

Original Contract	$	3,030,690.42	Original Contingency	$	272,400.00
Prior Amendments	$	-	Prior Amendments	$	-
Prior Contingency Released	$	-	Prior Contingency Released (-)	$	-
Current Amendment	$	-	Current Amendment	$	-
Total/Revised Contract Value	**$**	**3,030,690.42**	**Total Contingency Value**	**$**	**272,400.00**
		Total Dollar Authority (Contract Value and Contingency)		**$**	**3,303,090.42**

Contract Authorization

Board of Directors Date: 07/02/2025 Board Item # 9285

Contract Management (Internal Purposes Only)

Capital Project Contracts Sole Source? Yes N/A

Local Construction N/A

Accounts Payable

Estimated Start Date: 07/02/2025 Expiration Date: 12/31/2039 Revised Expiration Date:

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

	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding: $ 3,030,690.42	Total Contingency: $ 272,400.00
GL:	4110	40	0820	0831	53701	41100000		MSI Fwy	3,030,690.42	272,400.00
GL:									-	-
GL:									-	-
GL:									-	-

Accounts Receivable

Total Contract Funding: $ - Funding Agreement No:

Beginning POP Date: [redacted] Ending POP Date: [redacted] Final Billing Date: [redacted]

Expiration Date: [redacted] Fund Admin: [redacted]

Parent Contract PM Description

Z-Related Contracts

	Fund	Prog	Task	Sub-Task	Revenue	Total Contract Funding:
GL:						-
GL:						-

	Fund	Prog	Task	Sub-Task	Revenue	Total Contract Funding:
GL:						-
GL:						-

Philip Chu
Project Manager (Print Name)

Philip Chu
Task Manager (Print Name)

Additional Notes:Per 22-1002721 RCTC is responsible for 81% and SBCTA 19% for this work. RCTC's share of this contract cost is being paid with CMAQ funds on the mainline construction contract.

Attachment: CSS 23-1002943 [Revision 1] (9285 : I-15 Freight & Express Lanes- Riverside County Toll System Modifications Sole Source &

CONTRACT 23-1002943

BY AND BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

KAPSCH TRAFFICCOM USA, INC.

FOR

I-15 RIVERSIDE COUNTY TOLL SYSTEM MODIFICATIONS

This contract ("Contract") is effective on the Effective Date as defined herein, by and between San Bernardino County Transportation Authority ("SBCTA"), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715, and **Kapsch TrafficCom, USA Inc.** ("CONTRACTOR") whose address is 2855 Premiere Pkwy # F, Duluth, GA 30097. SBCTA and CONTRACTOR are each a "Party" and collectively the "Parties" herein.

RECITALS:

WHEREAS, SBCTA has determined that it requires Work as described in Exhibit A of this Contract; and

WHEREAS, the work described herein cannot be performed by the employees of SBCTA; and

WHEREAS, CONTRACTOR has certified that they have the requisite personnel, experience, materials, and equipment and is fully capable and qualified to perform all work described herein identified herein; and

WHEREAS, CONTRACTOR desires to perform all work identified herein and to do so for the compensation and in accordance with the terms and conditions set forth in this contract.

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

The complete Contract includes all of the following Contract Documents: the Contract Articles; the Scope of Work attached hereto as Exhibit A; the Price Sheets attached hereto as Exhibit B; and Performance and Payment Bonds.

ARTICLE 2. BONDS

CONTRACTOR will furnish a Payment bond, in the form provided by SBCTA in the IFB, in an amount equal to one hundred percent (100%) of the contract price, and a faithful Performance bond in the form provided by SBCTA in the IFB, in an amount equal to one hundred percent (100%) of the contract price; said bonds to be secured from a surety

Attachment: 23-1002943_I-15 Riv Co Toll System Mod_Kapsch_SBCTA 6-13-25 (9285 : I-15 Freight & Express Lanes- Riverside County Toll

company satisfactory to SBCTA within ten (10) working days of the date of SBCTA's delivery to CONTRACTOR of the Notice of Award this Contract and prior to the commencement of work under this Contract. Bonds shall remain in full force and effect for a period of one (1) year following the date of filing of the Notice of Completion. Notwithstanding any other provision set forth in this Contract, performance by a Surety or Guarantor of any obligation of CONTRACTOR shall not relieve CONTRACTOR of any of its obligations thereunder.

ARTICLE 3. PROMPT PAYMENT/

CONTRACTOR is required to pay all subcontractors for satisfactory performance of their work no later than 14 days from the date CONTRACTOR receives payment from SBCTA. Any delay or postponement of payment may take place only for good cause and with SBCTA's prior written approval. Any violation of these provisions shall subject CONTRACTOR to the penalties, sanctions, and other remedies specified in section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the CONTRACTOR or subcontractor in the event of: a dispute involving late payment or nonpayment by the CONTRACTOR; deficient subcontractor performance; and/or non-compliance by a subcontractor. This Article applies to DBE and non-DBE sub-contractors.

ARTICLE 4. COMPENSATION

4.1 SBCTA agrees to pay, and CONTRACTOR agrees to accept as full payment for the work outlined in the Contract documents, the sum of **Three Million, Thirty Thousand, Six Hundred Ninety Dollars and Forty-Two Cents ($3,030,690.42)**.

4.2 In consideration of performance of the D&D Work in compliance with the Contract, SBCTA will pay CONTRACTOR for the D&D Work no more often than once monthly and only based on the following:

4.2.1 The Payment Milestones amounts listed in Exhibit B no more often than once monthly, and

4.2.2 For bond and insurance premiums, actually paid, without markup, profit or overhead, not to exceed the line items for such premiums set forth in Exhibit B.

4.3 SBCTA shall withhold 10 percent of payments to CONTRACTOR as retainage. Retainage amounts will not be released until SBCTA's acceptance of the project. At its sole option, SBCTA may agree to partial or full release of retention upon written request by CONTRACTOR. SBCTA shall promptly pay retainage to CONTRACTOR based on acceptance of all D&D Work under this Contract and receipt of a final invoice and all required documentation from CONTRACTOR.

ARTICLE 5. TAXES, DUTIES AND FEES

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

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ARTICLE 6. AVAILABILITY OF FUNDS

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

ARTICLE 7. PERMITS AND LICENSES

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

ARTICLE 8. DOCUMENTATION AND RIGHT TO AUDIT

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

ARTICLE 9. SCHEDULE

CONTRACTOR agrees to complete the work within the time period as stipulated in the General Provisions attached to Exhibit A as Attachment 5. CONTRACTOR shall incur no costs (excluding insurance and bonds) and shall not perform or furnish any work, services or equipment under this Contract, unless and until SBCTA has issued a written Notice To Proceed (NTP).

ARTICLE 10. NONDISCRIMINATION/ EQUAL EMPLOYMENT OPPORTUNITY

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

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

10.2 CONTRACTOR will accept as its operating policy the following statement: "It is the policy of this company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or

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Attachment: 23-1002943_I-15 Riv Co Toll System Mod_Kapsch_SBCTA 6-13-25 (9285 : I-15 Freight & Express Lanes- Riverside County Toll

transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

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

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

10.3.1 Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the CONTRACTOR's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

10.3.2 All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the CONTRACTOR's EEO obligations within thirty days following their reporting for duty with the CONTRACTOR.

10.3.3 All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the CONTRACTOR's procedures for locating and hiring minority group employees.

10.3.4 Notices and posters setting forth the CONTRACTOR's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

10.3.5 CONTRACTOR's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

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

10.4.1 CONTRACTOR will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, CONTRACTOR will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to CONTRACTOR for employment consideration.

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Attachment: 23-1002943_I-15 Riv Co Toll System Mod_Kapsch_SBCTA 6-13-25 (9285 : I-15 Freight & Express Lanes- Riverside County Toll

10.4.2 In the event CONTRACTOR has a valid bargaining agreement providing for exclusive hiring hall referrals, it is expected to observe the provisions of that agreement to the extent that the system permits CONTRACTOR's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements has the effect of discriminating against minorities or women, or obligates the CONTRACTOR to do the same, such implementation violates Executive Order 11246, as amended.)

10.4.3 CONTRACTOR will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

10.5 Personnel Actions**:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

10.5.1 CONTRACTOR will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

10.5.2 CONTRACTOR will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

10.5.3 CONTRACTOR will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the CONTRACTOR will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

10.5.4 CONTRACTOR will promptly investigate all complaints of alleged discrimination made to the CONTRACTOR in connection with his obligations under this Contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the CONTRACTOR will inform every complainant of all of his avenues of appeal.

10.6 Training and Promotion: CONTRACTOR will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

10.6.1 Consistent with CONTRACTOR's work force requirements and as permissible under Federal and State regulations, the CONTRACTOR shall make full use of training programs, i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

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10.6.2 CONTRACTOR will advise employees and applicants for employment of available training programs and entrance requirements for each.

10.6.3 CONTRACTOR will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

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

10.7.1 CONTRACTOR will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

10.7.2 CONTRACTOR will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

10.7.3 CONTRACTOR is to obtain information as to the referral practices and policies of the labor union, except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to CONTRACTOR, CONTRACTOR shall so certify to SBCTA and shall set forth what efforts have been made to obtain such information.

10.7.4 In the event the union is unable to provide CONTRACTOR with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, CONTRACTOR will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which CONTRACTOR has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents CONTRACTOR from meeting these obligations, such CONTRACTOR shall immediately notify SBCTA.

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

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their EEO obligations.

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

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

ARTICLE 11. CONFLICT OF INTEREST

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

ARTICLE 12. REPRESENTATIONS AND WARRANTY

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

Contractor warrants that all work performed hereunder shall be performed in good faith and workmanlike manner. Contractor warrants that equipment shall conform in material respect to specifications herein for one year subsequent to its delivery. Contractor shall repair and replace any non-conforming materials at its option during the warranty period. After the one year warranty, Contractor will maintain equipment warranty as described in the RCTC O&M contract.

Warranties provided hereunder are intended solely for the beneficiaries indicated herein, and are in lieu of any implied warranties including fitness for purpose and merchantability.

ARTICLE 13. PROPRIETARY RIGHTS/CONFIDENTIALITY

13.1 If, as part of this Contract, CONTRACTOR is required to produce materials, documents data, or information ("Products"), then CONTRACTOR, if requested by SBCTA, shall deliver to

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SBCTA the original of all such products, which shall become the property of SBCTA.

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

13.3 Except as reasonably necessary for the performance of Work, CONTRACTOR agrees that it, its employees, agents, and subcontractors will hold in confidence and not divulge to third parties, without prior written consent of SBCTA, any information obtained by CONTRACTOR from or through SBCTA in connection with CONTRACTOR's performance of this Contract, unless (a) the information was known to CONTRACTOR prior to obtaining same from SBCTA pursuant to a prior contract, or (b) the information was obtained at the time of disclosure to CONTRACTOR, or thereafter becomes part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONTRACTOR or its employees, agents, or subcontractors, or (c) the information was obtained by CONTRACTOR from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to CONTRACTOR's knowledge and belief, the right to disclose the same. Any materials and information referred to in this Article which are produced by CONTRACTOR for SBCTA in the performance and completion of CONTRACTOR's Work under this Contract shall be kept confidential until released in writing by SBCTA, except to the extent such materials and information become a part of public domain information through no fault of CONTRACTOR, or its employees or agents.

13.4 CONTRACTOR shall not use SBCTA's name or photographs of the Project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA.

13.5 All press releases relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SBCTA unless otherwise agreed to in writing by the Parties.

13.6 CONSULTANT, its employees, agents and subconsultants shall be required to comply with SBCTA's Confidentiality Policy; anyone who may have access to Personally Identifiable Information ("PII") and/or Sensitive Security Information ("SSI") will be required to execute a Confidentiality Agreement.

ARTICLE 14. TERMINATION

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

14.1.1 CONTRACTOR shall deliver to SBCTA all deliverables prepared by CONTRACTOR or its subcontractors or furnished to CONTRACTOR by SBCTA. Upon such delivery, CONTRACTOR may then invoice SBCTA for payment in

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Attachment: 23-1002943_I-15 Riv Co Toll System Mod_Kapsch_SBCTA 6-13-25 (9285 : I-15 Freight & Express Lanes- Riverside County Toll

accordance with the terms herein.

14.1.2 CONTRACTOR shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the contract cost and a pro rata share of any fixed fee, for such Services performed in accordance with this Contract through the date of termination.

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

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

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

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

ARTICLE 15. STOP WORK ORDER

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

ARTICLE 16. CLAIMS

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

Attachment: 23-1002943_I-15 Riv Co Toll System Mod_Kapsch_SBCTA 6-13-25 (9285 : I-15 Freight & Express Lanes- Riverside County Toll

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Per Public Contract Code (PCC) §9204

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

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

(c) For purposes of this section:

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

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

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

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

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

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

(B) "Public entity" shall not include the following:

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

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

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

DRAFT

Attachment: 23-1002943_I-15 Riv Co Toll System Mod_Kapsch_SBCTA 6-13-25 (9285 : I-15 Freight & Express Lanes- Riverside County Toll

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

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

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

(vii) The High-Speed Rail Authority.

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

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

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

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

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

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

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

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide

DRAFT

Attachment: 23-1002943_I-15 Riv Co Toll System Mod_Kapsch_SBCTA 6-13-25 (9285 : I-15 Freight & Express Lanes- Riverside County Toll

the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

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

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

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

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

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

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

DRAFT

Attachment: 23-1002943_I-15 Riv Co Toll System Mod_Kapsch_SBCTA 6-13-25 (9285 : I-15 Freight & Express Lanes- Riverside County Toll

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

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

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

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

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

ARTICLE 17. INSURANCE

Prior to commencing the Work, at all times during the performance of the Work and for such additional periods as required herein, CONTRACTOR shall, at the CONTRACTOR's sole expense, procure and maintain insurance coverage with the following minimum requirements, and shall require all subcontractors of every tier performing any portion of the Work to procure and maintain such insurance as specified below:

17.1 Commercial General Liability Insurance:

- CONTRACTOR shall maintain commercial general liability (CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and if necessary excess/umbrella commercial liability insurance, with a combined limit of liability of not less than **$10,000,000 each occurrence**. If the contract value is equal to or in excess of *$25,000,000*, then the combined limit of liability shall be no less than **$25,000,000 each occurrence**.
- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations (including explosion, collapse and underground coverage), duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
    - $10,000,000 per occurrence limit for property damage or bodily injury
    - $1,000,000 per occurrence limit for personal injury and advertising injury
    - $10,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 10 01) if SBCTA's Risk Manager determines it is in SBCTA's best interests to require such coverage.

DRAFT

Attachment: 23-1002943_I-15 Riv Co Toll System Mod_Kapsch_SBCTA 6-13-25 (9285 : I-15 Freight & Express Lanes- Riverside County Toll

- If a general aggregate applies, it shall apply separately to this project/location. The project name must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

All subcontractors of any tier performing any portion of the Work for CONTRACTOR shall also obtain and maintain the CGL insurance coverage with limits not less than:

- Each occurrence limit: $1,000,000
- General aggregate limit: $2,000,000
- Personal injury and advertising limit: $1,000,000
- Products-completed operations aggregate limit: $2,000,000

17.2 Umbrella/Excess CGL Insurance:

If the CONTRACTOR elects to include an umbrella or excess policy to cover any of the total limits required beyond the primary commercial general liability policy limits and/or the primary commercial automobile liability policy limits, then the policy must include the following:

- The umbrella or excess policy shall follow form over the CONTRACTOR'S primary general liability coverage and shall provide a separate aggregate limit for products and completed operations coverage.
- The umbrella or excess policy shall not contain any restrictions or exclusions beyond what is contained in the primary policy.
- The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

The umbrella or excess policy must also extend coverage over the automobile policy if it is to be used in combination with the primary automobile policy to meet the total insurance requirement limits.

There shall be no statement limiting the coverage provided to the parties listed as additionally insureds or as indemnitees below.

17.3 Commercial Auto Insurance: The policy must include the following:

- A total limit of liability of not less than **$10,000,000** each accident. This total limit of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article.
- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONTRACTOR services.
- Combined Bodily Injury and Property Damage Liability insurance

DRAFT

Attachment: 23-1002943_I-15 Riv Co Toll System Mod_Kapsch_SBCTA 6-13-25 (9285 : I-15 Freight & Express Lanes- Riverside County Toll

The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

17.4 Workers' Compensation/Employer's Liability Insurance: The policies must include the following:

- Coverage A. Statutory Benefits
- Coverage B. Employer's Liability
- Bodily Injury by accident - $1,000,000 per accident
- Bodily Injury by disease - $1,000,000 policy limit/$1,000,000 each employee

Such policies shall contain a waiver of subrogation in favor of the parties named as Indemnitees below. Such insurance shall be in strict accordance with the applicable workers' compensation laws in effect during performance of the Work by CONTRACTOR or any subcontractor of any tier. All subcontractors of any tier performing any portion of the Work for CONTRACTOR shall also obtain and maintain the same insurance coverage as specified in this subparagraph, with a waiver of subrogation in favor of CONTRACTOR and all parties named as Indemnitees in Article 18 below. SBCTA and CONTRACTOR must be certificate holders and must be provided at least 30 days advance notice of cancellation, unless the cancellation is for non-payment, then at least 10 days advance notice of cancellation shall be provided.

17.5 Technology Professional Liability Errors and Omissions Insurance: Must be appropriate to the CONTRACTOR's profession and work hereunder, with limits not less than $5,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the CONTRACTOR in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of SBCTA in the care, custody, or control of the CONTRACTOR. If not covered under the CONTRACTOR's liability policy, such "property" coverage of SBCTA may be endorsed onto the CONTRACTOR's Cyber Liability Policy as covered property as follows:

Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of SBCTA that will be in the care, custody, or control of CONTRACTOR.

17.6 Professional Liability: See 17.5 Technology Professional Liability E&O Insurance required above.

17.7 Builder's Risk Insurance: Commercial Property

CONTRACTOR shall purchase and maintain property insurance written on a builder's risk "Special Form Cause of Loss" or equivalent policy form in an amount equal to the not to exceed amount of the Contract, plus the cost of materials supplied or installed by others on a full replacement cost basis. The Builder's Risk policy shall include a soft cost endorsement that covers soft costs equal to twenty percent (20%) of the Contract's full value. Soft costs

DRAFT

Attachment: 23-1002943_I-15 Riv Co Toll System Mod_Kapsch_SBCTA 6-13-25 (9285 : I-15 Freight & Express Lanes- Riverside County Toll

are defined as certain expenses, in addition to labor and materials, required to complete the Project that has been delayed due to unexpected physical damage and include, but are not limited to, the following: legal/accounting fees, design or other professional fees, financing costs, taxes, general administration, lease expenses, permit fees and insurance premiums. This insurance shall include the interests of the Additional Insureds as named below, CONTRACTOR and the subcontractors of every tier on the Project as insureds. The insurance shall cover without limitation, loss or damage to the Work arising from the perils covered under "Special Form Cause of Loss" form coverage including, without duplication of coverage for theft, fire, lightning, explosion, or hail, smoke, aircraft or vehicles, riot or civil commotion, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, false-work, testing and delay of startup, temporary buildings, property in transit and while stored at a temporary location, debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for CONTRACTOR's services and expenses required as a result of such loss. During the Project construction period, CONTRACTOR and its subcontractors shall mutually waive all rights of recovery against each other and against the Additional Insureds identified below for damages caused by fire or other perils covered by the Builders Risk "Special Form Cause of Loss" insurance. All applicable policies of insurance covering the Work or the property of the CONTRACTOR or subcontractor shall be endorsed to provide a waiver of subrogation in favor of the Additional Insureds identified below, CONTRACTOR and all subcontractors of every tier. Further, CONTRACTOR hereby releases, and shall cause its subcontractors to release, the Indemnitees identified in Article 18 from any and all claims, losses and damages caused by fire or other perils covered by the Builders Risk "Special Form Cause of Loss" insurance. There shall be no deductible or self-insured retention exceeding $10,000.00 per loss, other than earthquake or flood which may have deductible or self-insured retentions not exceeding $50,000.00. The policy may have sub-limits not less than the following:

Earthquake	$1,000,000.00
Flood	$1,000,000.00

17.8 Contractor's Pollution Liability Insurance: Intentionally Omitted

17.9 Railroad Protective Liability Insurance: Intentionally Omitted

17.10 General Provisions

17.10.1 Qualifications of Insurance Carriers. If policies are written by insurance carriers authorized and admitted to do business in the state of California, then the insurance carriers must have a current A.M. Best rating of A-VIII or better and if policies are written by insurance carriers that are non- admitted but authorized to conduct business in the state of California, then they must meet the current A.M. Best rating of A-:X or better, unless otherwise approved in writing by SBCTA's Risk Manager.

17.10.2 Additional Insured Coverage. All policies, except those for Workers' Compensation, Technology Professional Liability Errors and Omissions Insurance and Professional Liability insurance, shall be endorsed by ISO Form CG 20 10 11 85, or if not available, then ISO Form CG 20 38, to name San Bernardino County Transportation Authority (SBCTA), State of California (Caltrans), Riverside County Transportation Commission (RCTC), and its officers, directors, members, employees, agents and volunteers, as additional insureds ("Additional Insureds"). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONTRACTOR under this Contract, coverage

DRAFT

Attachment: 23-1002943_I-15 Riv Co Toll System Mod_Kapsch_SBCTA 6-13-25 (9285 : I-15 Freight & Express Lanes- Riverside County Toll

for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for SBCTA to vicarious liability but shall allow coverage for SBCTA to the full extent provided by the policy.

17.10.3 Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA's Risk Manager, including declarations pages of each policy, certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA's Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager's name on the face of the certificate. If requested in writing by SBCTA, CONTRACTOR shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.

17.10.4 Deductibles or Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, CONTRACTOR shall be responsible for any deductible or self-insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONTRACTOR will pay, and shall require its subcontractors to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA's Risk Manager. At the option of SBCTA, if the deductible or SIR is greater than $ 10,000 or one (1) percent of the amount of coverage required under this Contract, whichever is less, the CONTRACTOR shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONTRACTOR shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONTRACTOR. The Contractor' s policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any Contractor's deductible or SIR.

17.10.5 CONTRACTOR's and Subcontractors' Insurance Will Be Primary. All policies required to be maintained by the CONTRACTOR or any subcontractor, with the exception of Professional Liability and Worker's Compensation, shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13), to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONTRACTOR's or subcontractors' pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.

17.10.6 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONTRACTOR hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other CONTRACTOR, subcontractor

Attachment: 23-1002943_I-15 Riv Co Toll System Mod_Kapsch_SBCTA 6-13-25 (9285 : I-15 Freight & Express Lanes- Riverside County Toll

or sub-subcontractor performing work or rendering services on behalf of SBCTA, in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, CONTRACTOR shall require similar written express waivers and insurance clauses from each of its subcontractors of every tier. CONTRACTOR shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONTRACTOR from waiving the right of subrogation prior to a loss or claim.

17.10.7 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONTRACTOR will provide SBCTA thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONTRACTOR will provide SBCTA ten (10) days prior written notice. In any event, CONTRACTOR will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONTRACTOR receives within one business day after CONTRACTOR receives it by submitting it to SBCTA at procurement@gosbcta.com to the attention of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.

17.10.8 Enforcement. SBCTA may take any steps as are necessary to assure CONTRACTOR's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONTRACTOR fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONTRACTOR or withhold such expense from amounts owed CONTRACTOR, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONTRACTOR of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONTRACTOR, or any subcontractor of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.

17.10.9 No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.

17.10.10 Subcontractors' Insurance. Insurance required of the CONTRACTOR shall be also provided by subcontractors or by CONTRACTOR on behalf of all subcontractors to cover their services performed under this Contract. CONTRACTOR may reduce types and the amounts of insurance limits provided by subcontractors to be proportionate to the amount of the subcontractor's contract and the level of liability exposure for the specific type of work performed by the subcontractor. CONTRACTOR shall be held responsible for all modifications, deviations, or

DRAFT

Attachment: 23-1002943_I-15 Riv Co Toll System Mod_Kapsch_SBCTA 6-13-25 (9285 : I-15 Freight & Express Lanes- Riverside County Toll

omissions in these insurance requirements as they apply to subcontractor.

17.10.11 Higher limits. The Insurance obligations under this agreement shall be the greater of (1) all the Insurance coverage and limits carried by or available to the Vendor; or (2) the minimum Insurance requirements shown in this agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to SBCTA. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the Vendor under this agreement.

17.10.12 Non-Limitation of Insurance Requirements. The insurance coverage provided and limits required under this Contract are minimum requirements and are not intended to limit the Contractor's indemnification obligations under the Contract, nor do the indemnity obligations limit the rights of the Indemnified Parties to the coverage afforded by their insured status. To the extent required by Law in connection with Work to be performed, the Contractor shall obtain and maintain, or cause to be obtained and maintained, in addition to the insurance coverage expressly required under this Contract, such other insurance policies for such amounts, for such periods of time and subject to such terms, as required by Law and any other agreements with which the Contractor is required to comply, including any Third-Party Agreements. Liability insurance coverage will not be limited to the specific location designated as the Site, except that if the Contractor arranges project-specific general liability, excess liability, or workers' compensation coverage, limitations of coverage to the Site will be permitted subject to SBCTA approval and use of the broadest available site-specific endorsements. No liability policy will contain any provision or definition that would serve to eliminate so-called "third-party-over action" claims, including any exclusion for bodily injury to an employee of the insured or of any Subcontractor. The Contractor acknowledges and will at all times comply with the provisions of Labor Code Section 3700 which require every employer in the State to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code.

17.10.13 Project Specific Insurance. All insurance coverage required to be provided by CONTRACTOR, with the exception of automobile liability, worker's compensation and cyber security coverage shall apply specifically and exclusively for the Project and extend to all aspects of the Work, with coverage limits dedicated solely to the Project. Use of other insurance programs is acceptable, provided that coverage under such programs provides dedicated Project-specific limits and identified premiums and meets all requirements described in contract.

17.10.14 No Representations or Warranties. SBCTA makes no representation or warranty that the coverage, limits of liability, or other terms specified for the insurance policies required under this contract are adequate to protect the CONTRACTOR against its undertakings under this Contract or its liability to any third party, nor will they preclude SBCTA from taking any actions as are available to it under this Contract or otherwise at law.

17.10.15 Review of Coverage. SBCTA may at any time review the coverage, form, and amount of insurance required under this contract, and may require the CONTRACTOR to make changes in such insurance reasonably sufficient in coverage, form, and amount to provide adequate protection against the kind and

DRAFT

Attachment: 23-1002943_I-15 Riv Co Toll System Mod_Kapsch_SBCTA 6-13-25 (9285 : I-15 Freight & Express Lanes- Riverside County Toll

extent of risk that exists at that time. SBCTA may change the insurance coverages and limits required under this contract by notice to the CONTRACTOR, whereupon the CONTRACTOR will, within sixty (60) days of such notice date, procure the additional and/or modified insurance coverages. Upon such change any additional cost (at actual cost) from such change will be paid by SBCTA and any reduction in cost will reduce the Contract Price pursuant to a Change Order.

17.10.16 Special Risks or Circumstances. SBCTA reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ARTICLE 18. INDEMNITY

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by SBCTA) and hold harmless San Bernardino County Transportation Authority (SBCTA), State of California (Caltrans), Riverside County Transportation Commission (RCTC), and their officers, directors, members, employees, contractors, agents and volunteers (collectively the "Indemnitees") from any and all claims, actions, losses, damages, and/or liability to the extent arising out of the intentional misconduct or negligent acts, errors, or omissions of CONTRACTOR and its agents. To the extent permitted by law, CONTRACTOR's duties to defend and indemnify shall apply regardless of the existence or degree of fault of any of the Indemnitees. The duty of CONTRACTOR and its insurers to provide a defense shall be prompt upon receipt of a written tender of defense from any of the Indemnitees, notwithstanding any subsequent allocation of defense costs that may be required by law. CONTRACTOR's indemnification obligation does not apply to the "passive" negligence of any of the Indemnitees, nor to the "sole" or "active" negligence or "willful misconduct" of any of the Indemnitees within the meaning of Civil Code section 2782.

ARTICLE 19. OWNERSHIP OF DOCUMENTS

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

ARTICLE 20. RECORD AND INSPECTION AND AUDITING

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

ARTICLE 21. INDEPENDENT CONTRACTOR

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

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Attachment: 23-1002943_I-15 Riv Co Toll System Mod_Kapsch_SBCTA 6-13-25 (9285 : I-15 Freight & Express Lanes- Riverside County Toll

ARTICLE 22. ATTORNEY'S FEES

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

ARTICLE 23. GOVERNING LAW AND VENUE

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

ARTICLE 24. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 25. PRECEDENCE

In case of a discrepancy among the Contract Documents, the order of precedence shall be as noted in the Notice to Bidder and General Provisions.

ARTICLE 26. COMMUNICATIONS AND NOTICES

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

To: CONTRACTOR	**To: SBCTA**
2855 Premiere Parkway, Suite F	**1170 W. 3rd Street, 2nd Floor**
Duluth, GA 30097	**San Bernardino, CA 92410-1715**
Attn: Lovelyn George	**Attn: Philip Chu**
Email: lovelyn.george@Kapsch.net	**Email: pchu@gosbcta.com**
2nd Contact: Jim Kirwin	**Cc: Procurement Manager**
Email: Jim.Kirwin@kapsch.net	**Email: procurement@gosbcta.com**
Phone: (925) 413-0617	**Phone: (909) 884-8276**

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Attachment: 23-1002943_I-15 Riv Co Toll System Mod_Kapsch_SBCTA 6-13-25 (9285 : I-15 Freight & Express Lanes- Riverside County Toll

ARTICLE 27. LIQUIDATED DAMAGES

See Exhibit A, Scope of Work.

ARTICLE 28. ASSIGNMENT

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

ARTICLE 29. SUBCONTRACTS

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

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

29.1.2 "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract. The contract amount upon which the requirements set forth in this Contract is computed includes the cost of material and manufactured products, which are to be purchased or produced by the CONTRACTOR under the contract provisions.

29.2 CONTRACTOR shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the Contract requirements, and is in charge of all construction operations (regardless of who performs the work), and (b) such other of its own organizational resources (supervision, management, and engineering services) as SBCTA determines is necessary to assure the performance of the Contract.

29.3 No portion of the Contract shall be sublet, assigned or otherwise disposed of except with the prior written consent of SBCTA or authorized representative, and such consent when given shall not be construed to relieve CONTRACTOR of any responsibility for the fulfillment of the contract. Written consent will be given only after SBCTA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. CONTRACTOR does not have the right to make any substitutions of any subcontractor listed in its Bid, except in accordance with the State of California Public Contract Code, section 4100 et. seq. SBCTA's consent to substitution shall not be deemed to relieve CONTRACTOR of its obligation to fully comply with the requirements of this Contract. CONTRACTOR shall be responsible for all acts and omissions of its employees, subcontractors and their employees. CONTRACTOR is responsible for coordinating all work performed by the subcontractors. SBCTA reserves the

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Attachment: 23-1002943_I-15 Riv Co Toll System Mod_Kapsch_SBCTA 6-13-25 (9285 : I-15 Freight & Express Lanes- Riverside County Toll

right, but not the obligation, to review the subcontractor agreements for this project and to require any modifications so as to conform to the requirements set forth in this Contract.

ARTICLE 30. COORDINATION WITH OTHER CONTRACTS

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

ARTICLE 31. PREVAILING WAGE REQUIREMENTS

31.1 CONTRACTOR shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the Work.

31.2 Any subcontract entered into as a result of this Contract if for more than $25,000 for public works construction or more than $15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

ARTICLE 32. SAFETY

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

32.2 It is a condition of this Contract that the Director of Industrial Relations or authorized representative thereof shall have right of entry to any site of Contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under California Occupational Safety and Health Act of 1973.

ARTICLE 33. DISADVANTAGED BUSINESS ENTERPRISE

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

ARTICLE 34. NONSEGREGATED FACILITIES

34.1 CONTRACTOR, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location under its control where segregated facilities are maintained. CONTRACTOR

DRAFT

Attachment: 23-1002943_I-15 Riv Co Toll System Mod_Kapsch_SBCTA 6-13-25 (9285 : I-15 Freight & Express Lanes- Riverside County Toll

agrees that a breach of this certification is a violation of the EEO provisions of this Contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

34.2 As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time-clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g., disabled parking).

34.3 CONTRACTOR agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of $10,000 or more and that it will retain such certifications in its files.

ARTICLE 35. GRATUITIES

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

ARTICLE 36. CONFIDENTIALITY

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

ARTICLE 37. CONVICT LABOR

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

ARTICLE 38. INSPECTION OF SITE

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

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Attachment: 23-1002943_I-15 Riv Co Toll System Mod_Kapsch_SBCTA 6-13-25 (9285 : I-15 Freight & Express Lanes- Riverside County Toll

acquaint itself with the available information from SBCTA will not relieve the CONTRACTOR from responsibility.

ARTICLE 39. CLEAN WATER REQUIREMENTS

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

ARTICLE 40. DRUG FREE WORKPLACE

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

ARTICLE 41. SEVERABILITY

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

ARTICLE 42. FORCE MAJEURE

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

ARTICLE 43. INCORPORATION OF RECITALS

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

ARTICLE 44. EFFECTIVE DATE

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

----------Signatures on the following page----------

DRAFT

Attachment: 23-1002943_I-15 Riv Co Toll System Mod_Kapsch_SBCTA 6-13-25 (9285 : I-15 Freight & Express Lanes- Riverside County Toll

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

CONTRACTOR	**SBCTA**
By: _____	By: _____
Name	Raymond W. Wolfe
Title	Executive Director
Date: _____	Date: _____
Licensed in accordance with an act providing for registration of contractors.	
_____	**APPROVED AS TO FORM**
License Number	
_____	By: _____
Federal Employer Identification Number	Julianna K. Tillquist
	General Counsel
	Date: _____
	CONCURRENCE
	By: _____
	Alicia J. Bullock
	Procurement Manager
	Date: _____

DRAFT

Attachment: 23-1002943_I-15 Riv Co Toll System Mod_Kapsch_SBCTA 6-13-25 (9285 : I-15 Freight & Express Lanes- Riverside County Toll

Attachment: EXHIBIT A - 23-1002943 Scope of Work & Attachments (9285 : I-15 Freight & Express Lanes- Riverside County Toll System

EXHIBIT "A"
"SCOPE OF WORK"

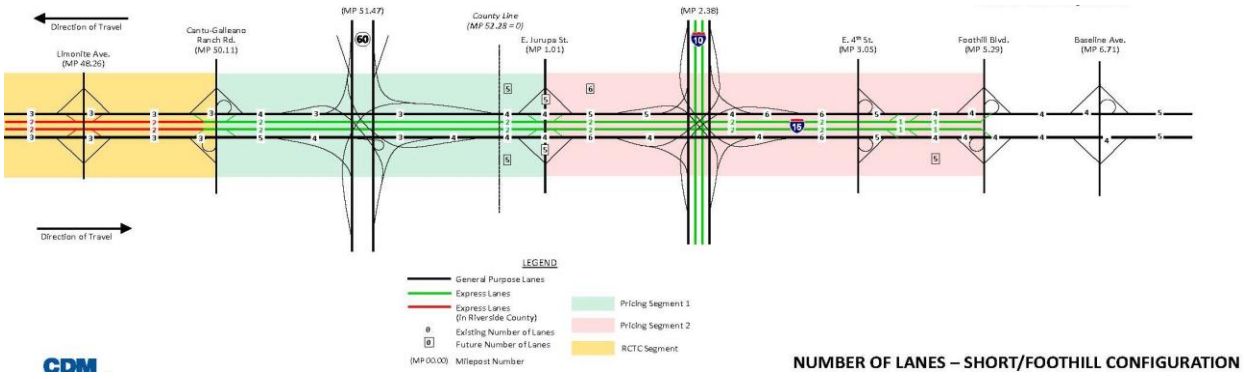
SCOPE OF WORK

1 Project Summary

The Interstate 15 (I-15) Contract 1 Project (Figure 1) will improve interstate operations between Cantu-Galleano Ranch Road in Riverside County and just north of Foothill Boulevard in San Bernardino County. Key project elements include the following:

- New SBCTA Express Lanes facility along I-15 generally resembling the I-10 Express Lanes in form, toll policy, and operating rules.
- Connect to the RCTC Express Lanes at Cantu-Galleano Ranch Road, providing two continuous express lanes in each direction from Cantu-Galleano Ranch Road to Arrow Route
- Provide one Express Lane from Arrow Route to just north of Foothill Boulevard in each direction
- Provide ingress and egress at the following locations. Final ingress/egress locations and configurations, as well as Express Lanes transition locations will be finalized during PS&E phase:
    - Northbound ingress and southbound egress at Cantu-Galleano Ranch Road
    - Northbound ingress/egress and southbound ingress/egress at Jurupa Street
    - Northbound egress near Arrow Route
    - Northbound egress just north of Foothill Boulevard
    - Southbound ingress just north of Foothill Boulevard
    - Southbound ingress near Arrow Route
- New SBCTA Toll Collection System
- Modifications to existing RCTC Toll Collection System

Figure 1: Project Overview



The I-15 Corridor Freight and Express Lanes Project - Contract 1 civil infrastructure improvements will be designed by a PS&E Designer and constructed by a Civil Contractor, each with their own agreements with SBCTA. SBCTA's Toll Collection System (TCS) will be implemented by the SBCTA TSP, TransCore. Modifications to RCTC's TCS will be implemented by the RCTC TSP, Kapsch.

Attachment: EXHIBIT A - 23-1002943 Scope of Work & Attachments (9285 : I-15 Freight & Express Lanes- Riverside County Toll System

2 Scope of Work

SBCTA is delivering the I-15 Contract 1 Project in cooperation with the Riverside County Transportation Commission (RCTC). RCTC TSP Work shall be performed under the direction of SBCTA and in cooperation with RCTC upon receipt of Notices to Proceed (NTP). RCTC TSP shall commence the D&D Work, as defined herein (including all Attachments), in accordance with RCTC TSP's contract # 16-31-043-00 with RCTC. NTP is anticipated to be provided to RCTC TSP in May 2025 and the duration of the construction project is expected to run through December 2028.

2.1 Toll Collection System Modifications

RCTC TSP shall furnish, install, configure and test the equipment modifications in accordance with **Attachment 1 - RCTC TCS Infrastructure Responsibility Matrix**, and as summarized below:

- Variable Toll Message Signs (VTMS)
  - VTMS-SB2 – RCTC TSP shall furnish and install electronic pricing modules, controllers, cabling, networking equipment and associated hardware. RCTC TSP shall furnish and deliver cabinets for Civil Contractor installation.
  - VMTS-SR-60-Ramp - RCTC TSP shall furnish and install electronic pricing modules, controllers, cabling, networking equipment, and associated hardware. RCTC TSP shall furnish and deliver cabinets for Civil Contractor installation.
- Changeable Message Signs (CMS)
  - CMS-3 - RCTC TSP shall furnish and install cables between CMS sign and cabinet, to be relocated by Civil Contractor.
- Closed Circuit Television (CCTV) Cameras
  - VMTS-SR-60-Ramp - RCTC TSP shall furnish and install CCTV camera, cabling, networking equipment, associated hardware, and video analytics license. RCTC TSP shall furnish and deliver cabinets for Civil Contractor installation.
  - CCTV SB-2 – RCTC TSP shall furnish and install CCTV camera, cabling, networking equipment, associated hardware, and video analytics license. RCTC TSP shall furnish and deliver cabinets for Civil Contractor installation.
  - CCTV SB-4 - RCTC TSP shall furnish and install CCTV camera, cabling, networking equipment, associated hardware, and video analytics license. RCTC TSP shall furnish and deliver cabinets for Civil Contractor installation.
- Toll Traffic Monitoring System (TTMS)
  - TTMS-23 - RCTC TSP shall retune the microwave vehicle detection (MVD) to support the Civil Contractors temporary lane shifts during construction.
  - TTMS-24 - RCTC TSP shall furnish and install MVD equipment, cabling, networking equipment, and associated hardware. RCTC TSP shall furnish and deliver cabinets for Civil Contractor installation. RCTC TSP shall retuning of the MVD to support the Civil Contractors temporary lane shifts during construction.
  - TTMS-25 - RCTC TSP shall retune the MVD to support the Civil Contractors temporary lane shifts during construction.
  - TTMS-26 - RCTC TSP shall furnish and install MVD equipment, cabling, networking equipment, and associated hardware. RCTC TSP shall furnish and

Attachment: EXHIBIT A - 23-1002943 Scope of Work & Attachments (9285 : I-15 Freight & Express Lanes- Riverside County Toll System

deliver cabinets for Civil Contractor installation. RCTC TSP shall retune the MVD to support the Civil Contractors temporary lane shifts during construction.

- RCTC TCS Communications Network: RCTC TSP shall provide communications and data service to the RCTC TCS Communications Network to maintain continuous communications and monitoring of the RCTC TCS. SBCTA shall provide fiber connections for the RCTC TCS Communications Network. RCTC TSP shall support the Civil Contractor's temporary and permanent fiber installation and coordinate testing of installed fiber.

2.2 Project Management

RCTC TSP shall organize the project management effort to effectively manage all elements of the D&D Work. This project management effort is defined by and shall follow the RCTC TSP's Project Management Plan (PMP) developed under RCTC contract # 16-31-043-00.

RCTC TSP shall maintain a log of all action items, including events, tasks, activities or actions that are identified during meetings and workshops and that need to be accomplished or resolved. All action items shall have a responsible party assigned. No action item shall be assigned to SBCTA without its knowledge and concurrence. Each action item in the log shall, at a minimum, contain:

- Item number;
- Description;
- Requesting Party or Person;
- Assigned Party or Person;
- Status (open / closed / in progress / deferred / etc.);
- Date opened; and
- Date closed.

RCTC TSP shall prepare and submit a Baseline Schedule for SBCTA review and approval. The Baseline Schedule shall be used to coordinate all activities of the D&D Work, including those with other entities, such as Subcontractors, vendors and Suppliers, Utility Owners, Local Agencies, the Department, SBCTA and the Civil Contractor.

The Baseline Schedule shall comply with the following requirements:

- The proposed approach to accomplish the D&D Work shall be accurately reflected. All major D&D Work activities required under the Contract shall be included in the Baseline Schedule in sufficient detail to monitor and evaluate progress of the D&D Work. For each major activity, the duration, in days, required to perform the activity and the anticipated beginning and completion date of each activity shall be indicated. The sequence of performing each major activity and the logical dependencies and inter-relationships among the activities shall also be indicated. A complete and logical plan that can realistically be accomplished for executing the D&D Work defined in the Contract shall be defined. The Baseline Schedule shall comply with the phasing, D&D Work constraints, Civil Contractor interfaces, schedule milestones, Completion Milestones, and Payment Milestones specified in the Contract, as well as other contractual terms and conditions. Sufficient activities for adequate D&D Work planning,

Attachment: EXHIBIT A - 23-1002943 Scope of Work & Attachments (9285 : I-15 Freight & Express Lanes- Riverside County Toll System

including Subcontractor, third-party, vendor, and Supplier activities shall be included. The schedule shall contain activities to a level of detail acceptable to SBCTA.

- There shall be at least one continuous Critical Path in the Baseline Schedule, using the longest path definition that starts at the earliest occurring schedule activity in the network and ends at the latest occurring schedule activity in the network.
- Clearly define significant interaction points with SBCTA, Civil Contractor and other entities such as Subcontractors, vendors and Suppliers, the Department, Utilities, and Local Agencies.
- Designate the first data date as the day before issuance of NTP.
- Clearly and uniquely define each activity description so D&D Work is readily identifiable and the progress on each activity can be readily verified without measuring.
- Ensure that all activities have at least one predecessor, except for issuance of NTP, and one successor, except for the finish schedule milestone.
- Use schedule milestones to define significant contractual events, such as NTPs; Completion Deadlines; completion of D&D Work; and coordination points with outside entities.
- Include a well-defined activity coding structure that allows D&D Work activities to be sorted by type of D&D Work, location of D&D Work, WBS, or as mutually agreed to by RCTC TSP and SBCTA. Coordinate the use of activity codes and user-defined fields with SBCTA prior to the initial submission of the Baseline Schedule.
- Include activities for Design and Design reviews that are broken down into sufficient detail that they may be monitored. Include third-party reviews.
- Format: Microsoft Project
- Relationships: Use the retained logic method of calculating the Critical Path of the Baseline Schedule and show the order in which RCTC TSP proposes to carry out the D&D Work with logical links between D&D Work activities and Civil Contractor interfaces.
- Contiguous Work: The schedule shall be set up such that D&D Work is contiguous, to the maximum extent possible,
- Multiple shifts and weekend work. A code field shall be used to identify single, double, triple, and weekend work.
- Related road closures. A code field shall be used to denote activities that require road closures. The code shall indicate whether it is a major (freeway) closure, or minor (everything else) closure.
- Lags. Lags shall not be permitted unless accepted by SBCTA. RCTC TSP shall not use Float suppression techniques or constraints unless approved by SBCTA.
- Submittal review. Submittals shall be followed by a review activity with a 21-day duration.
- Interface Milestones. An interface milestone denotes the transition of work from one contractor to another. TSP activities that relate to Civil Contractor activities shall be preceded and/or followed by an interface milestone. This interface milestone shall be used to link Civil Contractor activities to TSP activities. TSP shall work with Civil Contractor to define interface milestones.
- Payment. The Payment Milestone schedule shall form the basis for payment and invoicing on this Contract. The Payment Milestone approach shall be incorporated into

Attachment: EXHIBIT A - 23-1002943 Scope of Work & Attachments (9285 : I-15 Freight & Express Lanes- Riverside County Toll System

the schedule in the form of activities containing resources leading to the Payment Milestone itself. The week prior to the invoice submission TSP and the Subcontractor shall conduct a walk down of the D&D Work to agree on schedule progress. The value of all schedule activities shall sum up to the total value of the Contract.

2.2.1 Project Meetings

RCTC TSP shall schedule and attend regular meetings with SBCTA and its consultants and stakeholders as required for resolution of design, installation, and/or integration issues. RCTC TSP shall make available all relevant Key Personnel and other staff as appropriate. Unless otherwise specified, all meetings shall be held using SBCTA-approved conference meeting software or at a location in the San Bernardino area agreed to by SBCTA. SBCTA has the right to hold informal meetings with a designated RCTC TSP representative and Key Personnel as requested from time to time. Some meetings may be held by teleconference, Zoom, Teams or WebEx. RCTC TSP shall develop and maintain a master schedule of meetings with SBCTA and shall prepare meeting minutes for all meetings with SBCTA.

2.2.2 Progress Meetings

RCTC TSP shall hold monthly progress meetings (or more frequently as reasonably necessary or as requested by SBCTA). The primary purpose of the progress meetings shall be to review the Project Schedule, schedule milestones, and Completion Deadlines, and to examine and assess actual progress of the D&D Work. RCTC TSP shall make available at a minimum the Project Manager for the monthly progress meeting, and any Key Personnel related to the topics being covered at the monthly progress meeting. RCTC TSP shall arrange to have Subcontractors present at any progress meetings as reasonably requested by SBCTA or as needed to discuss Project issues.

RCTC TSP shall provide and maintain a schedule for monthly progress meetings. RCTC TSP shall schedule all monthly progress meetings with SBCTA at a date and time using SBCTA-approved conferencing meeting software. No less than seven days prior to the meeting, RCTC TSP shall submit a draft agenda and Monthly Progress Schedule to SBCTA for the period covering the previous reporting period.

The monthly progress meeting agenda shall include relevant project information, including but not limited to:

- D&D Work performed during the relevant period.
- D&D Work to be accomplished during the next period.
- Problems or delays that have been experienced to date, the Party responsible for the problems or delays, and RCTC TSP's plan to resolve the problems or bring the delayed activities back on schedule.
- Potential problems and risks that may be encountered during the next period and the proposed solutions and mitigation plans. Identify all potential problems and risks SBCTA may be party to and explain what action SBCTA needs to take and the date by which the action needs to be taken to avoid the problem.

Attachment: EXHIBIT A - 23-1002943 Scope of Work & Attachments (9285 : I-15 Freight & Express Lanes- Riverside County Toll System

- Action item list that specifies who is responsible for resolving existing or pending issues and the date by which the issue must be resolved to avoid delays.

SBCTA shall be provided copies of all meeting handouts even if not in attendance. No more than seven days after the meeting, RCTC TSP shall submit draft meeting minutes for SBCTA's review and approval.

2.2.3 Invoices

RCTC TSP shall submit invoices with supporting progress report once payment milestones have been achieved. The progress report shall document the D&D Work performed associated with the payment milestone, including:

- Submittals delivered and approved by SBCTA
- Installation and testing activities performed
- Meetings held
- Current Monthly Progress Schedule

SBCTA will not process an invoice for payment until the progress report has been reviewed by SBCTA, all SBCTA comments have been incorporated by RCTC TSP, and SBCTA has deemed the progress report acceptable for the purposes of invoice payment. SBCTA's acceptance of the progress report is for purposes of payment only and will not act as a revision to the Project Schedule.

2.2.4 Project Delays and Recovery

If RCTC TSP anticipates that the D&D Work will not be performed consistent with the milestone dates in the Baseline Schedule or the Completion Deadlines, RCTC TSP shall promptly provide Notice to SBCTA.

Within 30 days after the earlier of (i) receipt of RCTC TSP's Notice (ii) SBCTA's Notice to TSP that it reasonably believes that the D&D Work will not be performed consistent with the milestone dates set forth in the Baseline Schedule or the Completion Deadlines, RCTC TSP shall (i) demonstrate to SBCTA's reasonable satisfaction that the delay will have no adverse effect on RCTC TSP's ability to complete the D&D Work in accordance with the applicable Completion Deadlines, even though other milestone dates may be missed, or (ii) submit for SBCTA's review and approval, in accordance with the Submittal Process, a Recovery Plan for restoring the impacted Completion Milestones and/or milestone dates set forth in the Baseline Schedule. Recovery Plans shall include the following information:

- Transmittal letter;
- Electronic copy of the schedule layout;
- Native schedule file used for the proposed Recovery Plan;
- Narrative describing any proposed changes to the Baseline Schedule, in detail, with justification for the changes, including, at a minimum, the following:
    - Changes to activity original durations;
    - Changes to activity relationships and/or schedule logic;
    - Identification of activities that have been added, deleted, or modified; and/or
    - Changes to the Project Schedule's Critical Path.

Attachment: EXHIBIT A - 23-1002943 Scope of Work & Attachments (9285 : I-15 Freight & Express Lanes- Riverside County Toll System

If a Recovery Plan is submitted, RCTC TSP shall promptly comply with the approved Recovery Plan. If RCTC TSP does not comply with the approved Recovery Plan, SBCTA may require an increase in RCTC TSP's resources. Failure of RCTC TSP to comply may be grounds for determination by SBCTA that RCTC TSP is not prosecuting the D&D Work with the diligence required to ensure completion in accordance with this Contract and SBCTA may exercise its rights for a TSP Event of Default.

2.2.5 Construction Coordination Meetings

RCTC TSP shall attend Civil Contractor's weekly coordination meetings. RCTC shall attend these meetings using a SBCTA-approved conference meeting software and in-person at the Co-located Office with Civil Contractor during the TCS installation period. Civil Contractor is responsible for the agenda and meeting notes for the weekly coordination meetings. RCTC TSP shall arrange to have Subcontractors present at any tolling task force meetings as reasonably requested by SBCTA or as needed to discuss a Project issue.

2.2.6 Third Party Coordination

The D&D Work shall be coordinated in accordance with **Attachment 1 - RCTC TCS Infrastructure Responsibility Matrix**.

2.2.6.1 PS&E Designer Coordination

SBCTA will enter into a separate contract with a PS&E Designer for the design of the I-15 Corridor Freight and Express Lanes Project - Contract 1 civil infrastructure improvements. RCTC TSP shall interface with PS&E Designer to ensure that the roadway design adequately supports the RCTC TSP Work. RCTC TSP shall coordinate with PS&E Designer, as appropriate, to provide input, review, and comment on the TCS Infrastructure, power, and TCS Communication Network, and TCS equipment bracket and mounting requirements, and any other information necessary to successfully deliver the TCS. RCTC TSP shall review and provide written comments on PS&E Designer's Design Submittals and any other sets of plans and specifications within 21 days of receipt. Lack of comments from RCTC TSP after 21 days shall imply RCTC TSP's approval of PS&E Designer's plans. Before SBCTA may issue construction documents, RCTC TSP shall issue the TSP Ready for Construction Certification for those design elements.

Upon issuance of TSP Ready for Construction Certification by RCTC TSP, to the extent that the TCS Infrastructure is installed as designed, RCTC TSP shall be responsible for all schedule delay and all costs associated with modifying the TCS Infrastructure to address RCTC TSP's inability to meet Contract requirements, including (i) the costs of redesign, (ii) TCS Infrastructure rework by the Civil Contractor, (iii) other Civil Contractor costs incurred or related to such modification and (iv) additional equipment costs.

2.2.6.2 Civil Contractor Coordination

SBCTA will enter into a separate contract with a Civil Contractor for the construction of the I-15 Corridor Freight and Express Lanes Project - Contract 1 civil infrastructure improvements. RCTC TSP shall furnish materials that are to be installed by Civil Contractor, as defined in **Attachment 1 - RCTC TCS Infrastructure Responsibility Matrix**.

Attachment: EXHIBIT A - 23-1002943 Scope of Work & Attachments (9285 : I-15 Freight & Express Lanes- Riverside County Toll System

As requested by SBCTA, (i) review and comment on submissions that Civil Contractor makes to SBCTA under the Civil Contract or inspect any work SBCTA is required to inspect under the Civil Contract, and (ii) provide written comments to SBCTA, in the form requested by SBCTA, no later than five (5) days after SBCTA makes the request.

The project will comprise of Turnover Areas, each consisting of one TCS site. RCTC TSP is responsible for coordinating the performance of the D&D Work with the work to be performed by the Civil Contractor. RCTC TSP, in conjunction with SBCTA, or its designated representative, shall inspect work completed by Civil Contractor and promptly report to SBCTA any discrepancies or defects in such construction of which RCTC TSP has knowledge that would render the Civil Contractor Work unsuitable for proper installation and execution of the TCS by RCTC TSP. RCTC TSP shall create and use a Civil Site Acceptance Checklist and a Communications Network Acceptance Checklist to verify that civil infrastructure elements at Equipment locations where RCTC TSP will install Equipment are suitable for proper execution of the D&D Work.

2.3 Quality Management

RCTC TSP shall be solely responsible for the overall quality of the D&D Work, including products of Subcontractors both on-site and off-site, and must make certain that all materials, Equipment, and other elements of the TCS will perform satisfactorily for the purpose intended. Persons performing quality management functions shall have sufficient authority to identify quality problems and to initiate, recommend, provide and verify implementation of solutions. Quality management is defined by and shall follow the RCTC TSP's Quality Management Plan (QMP) developed under RCTC contract # 16-31-043-00.

2.4 Design

RCTC TSP shall prepare and submit 95% and 100% Installation Drawings (PDF format) to SBCTA for review and approval in accordance with the Baseline Schedule. The Installation Drawings shall contain the installation requirements for the Equipment, including all related Plans and documents. Included in the Installation Drawings are fiber splice diagrams which RCTC TSP shall deliver to SBCTA and the Civil Contractor within 180 days of NTP. In addition, the Installation Drawings shall contain notes and other detail defining specific processes that cannot be graphically depicted. The notes also shall be used to delineate specifications, tolerances, special conditions, or any other factor required to install and integrate a fully functional TCS.

RCTC TSP shall certify the provided installation requirements are accurate and appropriate for its intended purpose. RCTC TSP's civil, structural, mechanical, and electrical engineering Installation Drawings shall require a professional engineer approval and signature and shall be sealed by a fully-qualified professional engineer (PE) in the appropriate discipline and licensed in California for the purpose of performing engineering design and the preparation of related Plans and documentation under the Contract.

RCTC TSP shall prepare and submit all Installation Drawings to SBCTA and the Department, in accordance with the Department's submittal requirements RCTC TSP shall prepare a half-size set of drawings (11'' by 17") per Department drafting standards providing sufficient and accurate detail to install the TCS components.

Attachment: EXHIBIT A - 23-1002943 Scope of Work & Attachments (9285 : I-15 Freight & Express Lanes- Riverside County Toll System

RCTC TSP shall prepare and submit a Bill of Materials (BOM) with the Installation Drawings to SBCTA for review and approval. The Bill of Materials shall comply with the following requirements:

- RCTC TSP shall provide the BOM for all Software and Hardware (Equipment) supplied for the TCS.
- Prior to the purchase of any Equipment, RCTC TSP shall submit the final BOM (with the Installation Drawings) to SBCTA for approval. RCTC TSP shall not purchase any Equipment prior to SBCTA's approval of the BOM and the Installation Drawings, unless otherwise authorized in writing by SBCTA;
- All Equipment included in the final BOM shall be confirmed to be the latest model/version at the time of submittal of the Installation Drawings. All Equipment procured under this Contract shall conform to the final BOM with the required warranty, security, maintenance and support services as specified in the Contract.
- Updates to the BOM shall be provided by the RCTC TSP whenever Equipment changes occur. All Equipment changes shall be subject to the approval of SBCTA.

2.5 RCTC TSP Furnished Materials

RCTC TSP shall provide applicable RCTC TSP Furnished Materials to the Civil Contractor for installation by the Civil Contractor in accordance with **Attachment 1 – RCTC TCS Infrastructure Responsibility Matrix**. RCTC TSP shall coordinate the delivery schedule with the Civil Contractor during the Construction Coordination Meetings.

Civil Contractor will notify RCTC TSP that RCTC TSP Furnished Materials are required for installation. The RCTC TSP shall deliver all RCTC TSP Furnished Materials to Civil Contractor no more than 90 days after receipt of notice from Civil Contractor. Civil Contractor will be responsible for storing and protecting RCTC TSP Furnished Materials from delivery of the materials until the site is turned over to the RCTC TSP.

RCTC TSP shall prepare, submit, and obtain SBCTA approval of a RCTC TSP Furnished Materials Test Plan prior to delivering any RCTC TSP Furnished Materials to the Civil Contractor. RCTC TSP shall include, at a minimum, the following in the RCTC TSP Furnished Materials Test Plan:

- Pre-Installation Testing: Identification of RCTC TSP staff and Equipment required to perform tests when RCTC TSP Furnished Materials are delivered to Civil Contractor. Identify which RCTC TSP staff and resources are required to perform the tests;
- Post-Installation Testing: Identification of RCTC TSP staff and Equipment required to perform tests after the RCTC TSP Furnished Materials have been installed by the Civil Contractor. Identify which Contractor staff and resources are required to perform the tests;
- Schedule of testing activities;
- Detailed testing procedures and checklist demonstrating the basic functionality of RCTC TSP Furnished Materials and verification that the RCTC TSP Furnished Materials are free of defects;
- Detailed procedures for documenting defects;
- Detailed procedures for remediating of any identified defects, and
- Requirements for storing, handling, and installing RCTC TSP Furnished Materials.

Attachment: EXHIBIT A - 23-1002943 Scope of Work & Attachments (9285 : I-15 Freight & Express Lanes- Riverside County Toll System

RCTC TSP shall be responsible for providing all power, communications, and Equipment required to perform Pre-Installation Testing and Post-Installation Testing of RCTC TSP Furnished Materials.

RCTC TSP will be provided access to the Civil Contractor's yard and shall observe the Civil Contractor's loading, unloading, and installation of RCTC TSP Furnished Materials.

Within 5 days of completing Pre-Installation Testing and Post-Installation Testing, RCTC TSP shall submit a completed checklist demonstrating all test procedures have been completed and documented to the satisfaction of RCTC TSP, Civil Contractor and SBCTA.

2.6 Turnover

The duration of Civil Work is 865 working days. RCTC TSP shall coordinate its schedule with the Civil Contractor and prepare for installation of the TCS following Civil Contractor's achievement of Package Turnover. The first Turnover Area(s) is expected to be completed and ready for the RCTC TSP's inspection approximately 60 days prior to completion of the Civil Work.

2.6.1 Coordination of Work in Turnover Area

The Project is comprised of Turnover Areas, each consisting of one TCS Site and certain Equipment and Civil infrastructure required for RCTC TSP to install the TCS.

RCTC TSP is responsible for coordinating the performance of the D&D Work with the Civil Work to be performed by Civil Contractor. Commencing 180 days before any anticipated Package Turnover Deadline, Civil Contractor shall provide SBCTA and RCTC TSP monthly Notices setting out the anticipated date for each Package Turnover and the anticipated Turnover Areas to be included in the applicable Package Turnover. Civil Contractor may change the Turnover Area(s) to be included in each Package Turnover up to, but no later than, 90 days before the applicable Package Turnover Deadline. RCTC TSP shall review and continually update and adjust performance of the D&D Work to coordinate with Civil Contractor's monthly Notices regarding anticipated Package Turnover Dates and which Turnover Areas will be included in each Package.

2.6.2 Access to Site prior to each Package Turnover

Where RCTC TSP requires access to any part of the Site prior to any Package Turnover Deadline, RCTC TSP shall provide Civil Contractor and SBCTA with at least 72 hours prior written Notice of RCTC TSP's need to access the Site, and coordinate and cooperate with Civil Contractor so as not to interfere with or adversely impact performance of the Civil Work. In addition, RCTC TSP shall obtain an encroachment permit rider from the Department and other applicable Governmental Entities providing RCTC TSP with access to the Site and comply with the requirements of such permit rider. RCTC TSP shall comply with RCTC TSP's safety and security procedures as set forth in RCTC contract #16-31-043-00 and RCTC TSP shall comply with Civil Contractor's safety and security procedures and request Civil Contractor's directions as to access to and occupancy of such areas. RCTC TSP shall leave the Site in the same or better condition than exists at the time of accessing such area.

2.6.3 Turnover Process

Attachment: EXHIBIT A - 23-1002943 Scope of Work & Attachments (9285 : I-15 Freight & Express Lanes- Riverside County Toll System

SBCTA shall require Civil Contractor to give SBCTA and RCTC TSP at least 15 days Initial Notice of the date on which Civil Contractor believes it will achieve each Package Turnover.

During the 15-day period following RCTC TSP's receipt of such Initial Notice, RCTC TSP shall meet and confer with Civil Contractor and SBCTA on a regular and cooperative basis to exchange information, with the goal being orderly and timely inspection of the Civil Work comprising the applicable Package Turnover to determine whether Package Turnover has been achieved. RCTC TSP may perform field visits during Civil Contractor's performance of its work, but RCTC TSP shall not perform Package Turnover inspection until Civil Contractor has delivered the Final Notice.

SBCTA shall require Civil Contractor to give SBCTA and RCTC TSP a Final Notice when Civil Contractor determines it has achieved each Package Turnover.

Upon receipt of Civil Contractor's Final Notice that Civil Contractor has achieved a Package Turnover, RCTC TSP and SBCTA shall have 15 days to conduct a walk-through inspection of each Turnover Area in the Package, RCTC TSP shall complete a Civil Site Acceptance Checklist and Communications Network Acceptance Checklist (as applicable) for each Turnover Area, and RCTC TSP and SBCTA shall jointly complete a Package Turnover Checklist. Within five (5) days of such walk-through inspection, RCTC TSP shall provide Notice to SBCTA of any Punch-List items, that, in RCTC TSP's reasonable opinion, remain to be completed prior to SBCTA's determination that the applicable Package Turnover is achieved.

RCTC TSP and SBCTA shall meet and confer to evaluate the Punch List within five (5) days of receipt of RCTC TSP's Punch List Notice to SBCTA. Failure of RCTC TSP to provide Notice of any Punch-List Items, and to deliver the Civil Site Acceptance Checklist and the Communications Network Acceptance Checklist (as applicable) within five (5) days after the walk-through inspection, shall constitute RCTC TSP's confirmation that Package Turnover has occurred and that RCTC TSP has accepted the Package.

SBCTA shall provide Notice to Civil Contractor of the items in RCTC TSP's Punch List that SBCTA concurs must be completed before it will issue a Certificate of Package Turnover. This process shall repeat until SBCTA determines that Civil Contractor has completed the Punch List and achieved Package Turnover.

Upon SBCTA's determination that Civil Contractor has achieved each Package Turnover, SBCTA shall issue a Certificate of Package Turnover to Civil Contractor and RCTC TSP.

If RCTC TSP disagrees with SBCTA's issuance of a TSP Certificate of Package Turnover, either party may issue a Notice for dispute resolution within 15 days. Failure of RCTC TSP to provide such Notice shall constitute RCTC TSP's confirmation that the Package Turnover has occurred and that RCTC TSP has accepted the Package.

2.6.4 Civil Site Acceptance Checklist

RCTC TSP, in conjunction with SBCTA, or its designated representative, shall inspect RCTC TSP related work completed by Civil Contractor and promptly report to SBCTA any discrepancies or defects in such construction of which RCTC TSP has knowledge that would render the work unsuitable for proper installation and execution of the TCS by RCTC TSP as described in the Contract.

Attachment: EXHIBIT A - 23-1002943 Scope of Work & Attachments (9285 : I-15 Freight & Express Lanes- Riverside County Toll System

RCTC TSP shall create and use a Civil Site Acceptance Checklist to verify that civil infrastructure elements at Equipment locations where RCTC TSP will install Equipment are suitable for proper execution of the D&D Work. The checklist shall include all civil infrastructure supporting the TCS site. RCTC TSP shall include the proposed form of the Civil Site Acceptance Checklist as part of the Installation Drawings.

For each TCS location on the Project, RCTC TSP shall submit a completed Civil Site Acceptance Checklist to SBCTA. RCTC TSP shall immediately provide Notice to SBCTA of any deficiency found during the inspection, including identification of any items that would render work unsuitable for proper installation and execution of the TCS by RCTC TSP as described in the Contract and prevent RCTC TSP's scheduled work.

Upon successful completion of the Civil Site Acceptance Checklist, RCTC TSP shall provide its written certification that there are no deficiencies in the subject TCS location and that the Civil Work at such location is suitable for RCTC TSP's performance of the D&D Work at such location, and shall submit the completed Civil Site Acceptance Checklist to SBCTA. Delivery of such certification shall constitute RCTC TSP's acceptance of the condition of the relevant Civil Work as suitable for RCTC TSP's performance of the D&D Work at such location.

2.6.5 Communications Network Acceptance Checklist

RCTC TSP shall prepare and use a Communications Network Acceptance Checklist to verify that the communication network provided by DB Contractor is suitable for proper execution of the TCS. The form of Communications Network Acceptance Checklist shall be included as part of the Installation Drawings. RCTC TSP shall be responsible for conducting field inspections at the same time SBCTA or a SBCTA Representative conducts their field inspection.

RCTC TSP shall submit the completed Communication Network Acceptance Checklist to SBCTA with a courtesy copy to Civil Contractor. RCTC TSP shall immediately provide Notice to SBCTA of any deficiency found during the inspection, including identification of any items that would prevent turnover of Package 1 to RCTC TSP.

Upon successful completion of the Communication Network Acceptance Checklist, RCTC TSP shall provide written certification that there are no deficiencies in the Communication Network. Such certification shall constitute RCTC TSP's acceptance of the Civil Contractor's Work related to the Communication Network. RCTC TSP shall be responsible for monitoring and maintaining the Communications Network after the turnover of the entire project from Civil Contractor until end of the Term.

2.6.6 Access to Site following Package Turnover

RCTC TSP is solely responsible for obtaining access to and from any areas outside of the Site to which access is required to perform the D&D Work. SBCTA has no obligations or responsibilities with respect to the acquisition, maintenance or disposition of such property rights or interests, including the use of SBCTA's power of eminent domain.

RCTC TSP shall comply with all applicable Governmental Rules in acquiring and maintaining or disposing of any such property rights or interests. RCTC TSP shall cause the documentation of any such property rights or interest to contain the grantor's express acknowledgment that SBCTA has no liability with respect to such acquisition, maintenance or disposition.

Attachment: EXHIBIT A - 23-1002943 Scope of Work & Attachments (9285 : I-15 Freight & Express Lanes- Riverside County Toll System

Except to the extent required in a Test Plan approved by SBCTA, SBCTA is not required to provide RCTC TSP exclusive access to the Site and RCTC TSP shall allow SBCTA, Other SBCTA Contractors and SBCTA Parties access to the Site.

2.7 Installation

Attachment 1 – RCTC TCS Infrastructure Responsibility Matrix sets forth the components of the Project for which RCTC TSP and Civil Contractor are respectively responsible for the procurement, installation, coordination, and support.

RCTC TSP shall prepare and submit an Installation Plan to SBCTA for review and approval in accordance with the Baseline Schedule. The Installation Plan shall demonstrate delivery of a TCS in accordance with the Installation Drawings.

The Installation Plan shall address TCS implementation based on the Turnover process in Section 2.6. The Installation Plan shall include, at a minimum, the following:

- Installation team organization;
- Coordination activities with SBCTA, RCTC Civil Contractor and other entities necessary for successful installation;
- Duties and responsibilities of all parties
- Safety planning;
- Lane closure preparation and traffic control;
- Installation schedule and sequence of activities;
- TCS installation checklist; including all steps necessary to verify proper installation;
- Coordination of testing activities;

In preparation for TCS installation, TSP is responsible for staging, including any and all facilities, network and communication not provided by Civil Contractor, security, MOT and improvements required to install and test the TCS. The Installation Plan shall be developed with the understanding that the TSP may need to schedule some of the D&D Work without having exclusive or uninterrupted access to the work site. RCTC TSP shall procure all Equipment required to perform the D&D Work and perform any inspection, receipt, warehousing, expediting, quality surveillance, traffic, shipment, transportation and other services in connection with the procurement of Equipment. RCTC TSP shall clear Equipment through customs and take any other actions necessary to import such Equipment.

SBCTA will have a master encroachment permit. RCTC TSP shall be responsible for obtaining its own encroachment permit through a rider and additional permits necessary to provide the TCS in accordance with the Contract requirements. The Department will not issue the riders to the encroachment permits until it has reviewed and approved RCTC TSP's installation drawings.

The TCS shall comply with all applicable Federal Communications Commission (FCC) regulations. It is the RCTC TSP's responsibility to apply for and obtain the required FCC licenses for all TCS Equipment provided under this Contract on behalf of RCTC. RCTC TSP shall, as part of this effort, identify and accommodate any site conditions that may potentially degrade the performance of the TCS.

Attachment: EXHIBIT A - 23-1002943 Scope of Work & Attachments (9285 : I-15 Freight & Express Lanes- Riverside County Toll System

RCTC TSP shall perform installation activities pursuant to the approved Installation Drawings. Installation shall follow the RCTC TSP's Installation Plan developed under RCTC contract # 16-31-043-00.

All installation and testing of communications Equipment and wiring shall be done in a neat and professional manner by qualified network technicians.

Electrical work shall be performed by California licensed electricians. All electrical work shall be performed in accordance with the applicable Governmental Rules. Appropriate National Electric Code requirements shall be adhered to with all electrical articles for installation pertaining to wiring, enclosures, and other electrical Equipment in hazardous locations.

The RCTC TSP shall ensure that each sub-contractor performing construction or installation work under the RCTC TSP holds all necessary California contractors' or other licenses and provides proof of such licensing at SBCTA's request.

SBCTA, the Department and/or their designee shall have access to inspect all aspects of the installation at any time. RCTC TSP shall identify inspection points in the Project Schedule shall allow time for inspections to be performed.

RCTC TSP shall conduct routine inspections of all installations and certify in writing that the RCTC TSP has completed installation per the approved design.

All Equipment shall be installed, configured and tested in strict accordance with the original manufacturer's instructions and as submitted in RCTC TSP's test plans. The manufacturers printed or verbal recommended installation procedures and instructions for all materials furnished by the RCTC TSP under this Contract shall be followed explicitly, unless otherwise directed by SBCTA.

All wiring and cabling shall be neatly labeled, bundled, tie-wrapped, and secured. Wire labels shall be permanent-type labels.

RCTC TSP shall label Equipment in accordance with RCTC requirements.

RCTC TSP shall provide proof to SBCTA upon request that the installed Equipment is ready for testing. Such proof shall include:

- Reports from fiber-optic cable, Ethernet switch and/or wireless bridge testing to industry standard;
- Reports on power connectivity, uninterruptable power supply, and Equipment power-up; and
- Reports on functional testing of all individual Subsystems.

RCTC TSP shall notify SBCTA in writing as quickly as possible with regard to any potential Deviation from the approved Design and installation documentation, drawings, and plans. Such notification shall take place prior to further action except where delays may cause safety risks. Revisions to the plans for any roadside installations shall be developed by a fully qualified engineer and reviewed and approved by SBCTA and any other necessary agencies such as Department.

Attachment: EXHIBIT A - 23-1002943 Scope of Work & Attachments (9285 : I-15 Freight & Express Lanes- Riverside County Toll System

RCTC TSP shall maintain project records and documentation, which shall be made available to SBCTA upon request.

RCTC TSP shall develop and maintain a TCS installation checklist for each TCS Site type for review and approval by SBCTA. RCTC TSP will use the TCS installation checklist for verification of individual TCS Site installation and operation. The installation of each TCS Site will not be approved until SBCTA has verified that all TCS installation checklist items have been completed to the satisfaction of SBCTA.

RCTC TSP shall apply for and obtain the required FCC licenses on behalf of RCTC for all AVI equipment modified as part of the D&D Work.

2.8 TCS Testing

RCTC TSP shall develop and execute a testing program in accordance with its I-15 Express Lanes Master Test Plan developed under RCTC contract # 16-31-043-00. RCTC TSP test program shall include Site Commissioning Test at all tolling locations.

RTCS TSP shall prepare and submit complete test procedures to SBCTA for review and approval in accordance with the Baseline Schedule. RCTC TSP must receive written approval from SBCTA prior to the beginning of any test.

Test procedures shall describe the scope, approach, resources, and master schedule of intended testing activities, including test items, the features to be tested, the testing procedures and set of execution conditions, predicted results, and any risks requiring contingency planning.

Within 14 days of the completion of each individual test, RCTC TSP shall provide for SBCTA review and approval a test report containing results of each test script, a summary of the test results, a list of failed items, planned regression test schedule and Punch List items. RCTC TSP shall document in test reports any test cases where a failure occurred and how it was resolved. Together with results, any re-testing, regression testing, procedure modifications, software fixes and document changes (if required) shall be detailed.

Upon satisfactory completion of each Site Commissioning Test, RCTC TSP shall provide Notice to SBCTA that RCTC TSP has satisfactorily completed such tests in accordance with this Contract. Such certificates shall include RCTC TSP's acknowledgment that RCTC TSP assumes full responsibility for the continued operation and maintenance of the Site.

2.9 As-Builts

RCTC TSP shall prepare and submit As-Built Technical Drawings to SBCTA for review and obtain approval within 30 days of equipment commissioning. The As-Built Technical Drawings shall contain accurate and complete drawings for the entire TCS, specific product and installation details, and any other relevant documentation that RCTC TSP has used in connection with the D&D Work.

The format of such drawings shall include table of contents with title, drawing number, revision number, date, material list, wiring diagram, etc.

2.10 Maintenance of Traffic (MOT)

Attachment: EXHIBIT A - 23-1002943 Scope of Work & Attachments (9285 : I-15 Freight & Express Lanes- Riverside County Toll System

Commencing on the applicable Package Turnover Date and continuing through and until Commissioning, RCTC TSP shall be responsible for Lane Closures and shall have primary access and priority for Lane Closures in each Package. RCTC TSP shall provide Civil Contractor with reasonable access to such Turnover Area, and shall coordinate with Civil Contractor and allow Civil Contractor to stripe and complete punch list work and any other work that Civil Contractor is required to undertake as part of the Civil Work.

RCTC TSP shall perform the D&D Work in a manner that will minimize impacts to the operations of I-15, including minimizing Lane Closures. If the Caltrans Standard Plans or plans attached to the encroachment permit are insufficient, RCTC TSP shall develop all design for MOT, including all planned Lane Closures of Express Lanes and Freeway Lanes from NTP through the end of the D&D Work.

2.10.1 Lane Closures

Permitted Lane Closure windows for the Freeway Lanes, unless otherwise approved by SBCTA or the Department, as applicable, in their sole discretion, are reflected in **Attachment 2 – Freeway Lane Requirement Chart**.

Permitted Lane Closure windows for the RCTC Express Lanes, unless otherwise approved by SBCTA, in its sole discretion, are defined in **Attachment 3 – Lane Closure Charges**.

Any Lane Closures that are required for delivery of materials, construction, or testing, must be approved in advance by SBCTA, RCTC and the Department. RCTC TSP shall prepare and submit revisions to or additional Freeway Lane Requirement Charts (i.e., Freeway Lane Requirement Charts not provided by SBCTA) for SBCTA approval.

2.10.2 Lane Closure Charges

For Lane Closures, RCTC TSP shall be liable for and pay Lane Closure Charges to SBCTA.

Permitted Freeway Lane Closures at the locations and during the periods identified in **Attachment 3 – Lane Closure Charges** shall be at no charge to RCTC TSP, so long as the Lane Closure complies with the requirements for Lane Closures in this Contract. Where a Permitted Freeway Lane Closure goes beyond or outside the duration approved by SBCTA or does not comply with the requirements for Lane Closures in this Contract, RCTC TSP shall pay Freeway Lane Closure Charges. These liquidated damages are in addition to any fees or costs associated with the Construction Zone Enhanced Enforcement Program (COZEEP), which RCTC TSP shall reimburse SBCTA.

For an Unpermitted Freeway Lane Closure, RCTC TSP shall pay Freeway Lane Closure Charges for each affected Freeway Lane as set forth in **Attachment 3 – Lane Closure Charges.**

For an I-15 Express Lane Closure, RCTC TSP shall pay EL Lane Closure Charges for Permitted I-15 EL Lane Closures and Unpermitted I-15 EL Lane Closures for each affected EL as set forth in **Attachment 3 – Lane Closure Charges**.

RCTC TSP acknowledges that, because of the unique nature of the Project, proper management of Permitted Lane Closures and avoidance of Unpermitted Lane Closures is

Attachment: EXHIBIT A - 23-1002943 Scope of Work & Attachments (9285 : I-15 Freight & Express Lanes- Riverside County Toll System

essential to SBCTA's and RCTC's ability to collect toll revenue to enable SBCTA to continue to finance, construct, operate and maintain and improve its highway systems, it is not possible to ascertain and determine the actual Losses, including lost toll revenues, which would accrue to SBCTA and RCTC and the public from such failures.

RCTC TSP is responsible for Lane Closure Charges to compensate SBCTA for damages it will incur in connection with Lane Closures. Such damages include loss of potential revenue for SBCTA and RCTC, loss of use, enjoyment and benefit of the Project and connecting SBCTA's transportation facilities by the general public, injury to the credibility and reputation of SBCTA's transportation improvement program with policy makers and with the general public who depend on and expect availability of service, which injury to credibility and reputation may directly result in loss of ridership on the Project and connecting transportation facilities, and additional costs to SBCTA of administering this Contract (including legal, engineering, accounting, overhead and other administrative costs). RCTC TSP further acknowledges that these damages are incapable of accurate measurement because of, among other things, the unique nature of the Toll Services and that as of the Execution Date, the amounts of Lane Closure Charges represent a good faith estimate as to a portion only of the potential actual damages that SBCTA would incur as a result of Lane Closures and do not constitute a penalty.

RCTC TSP shall pay to SBCTA the Lane Closure Charges owing directly to SBCTA, without notice or demand, on the 14th day of the following month.

Without limiting SBCTA's other rights under this Contract, in the event that RCTC TSP fails to make any timely payment of Lane Closure Charges, then: (a) SBCTA may prohibit RCTC TSP from pursuing or implementing any further Permitted Lane Closures until such past due payments are made; and (b) RCTC TSP shall not be entitled to any Change Order, compensation, or time extension arising out of any inability to pursue or implement such Permitted Lane Closures.

Where SBCTA permits or requires RCTC TSP to proceed with a Permitted Lane Closure after RCTC TSP has failed to timely pay Lane Closure Charges as provided in this Contract, this shall not waive of SBCTA's right to receive damages under this Contract or any rights otherwise available to SBCTA.

2.10.3 COZEEP

RCTC TSP shall provide a Construction Zone Enhanced Enforcement Program (COZEEP) through SBCTA in conformance with the Caltrans Construction Manual for all Lane Closures, traffic breaks for critical movement of equipment, and when traffic is switched onto a detoured route.

RCTC TSP shall notify SBCTA and the Department at least 48 hours in advance of COZEEP service for planned Lane Closures or construction activities. SBCTA will coordinate with the CHP and the Department for these services under the existing agreement between SBCTA and CHP. SBCTA will create a monthly log of COZEEP uses for the Project.

SBCTA will coordinate with CHP and the Department for these services under the existing agreement between SBCTA and CHP. SBCTA will be responsible for monitoring to ensure that the approved COZEEP services are followed.

Attachment: EXHIBIT A - 23-1002943 Scope of Work & Attachments (9285 : I-15 Freight & Express Lanes- Riverside County Toll System

The presence of COZEEP does not relieve RCTC TSP of the responsibility for providing public safety.

Payment for COZEEP shall be made by SBCTA to the CHP.

RCTC TSP shall cancel any COZEEP request by informing SBCTA during normal working hours and at least 48 hours before the time that CHP is to arrive on the Project. If RCTC TSP fails to cancel any COZEEP request accordingly, RCTC TSP will be responsible for any cost accrued for CHP services not utilized as scheduled. The cost includes cancellations or changes done within 48 hours from the scheduled time of service.

2.11 Document Submittals

RCTC TSP shall submit Deliverables and other document submittals to SBCTA in accordance with the Baseline Schedule. If a Deliverable is submitted on a date earlier than the date shown on the Baseline Schedule, SBCTA Deliverable review shall occur and comments shall be provided as shown in the Baseline Schedule. If a Deliverable is submitted on a date after the date shown on the Baseline Schedule, RCTC TSP shall notify SBCTA of the updated submittal date at least 14 days prior to submitting the Deliverable.

RCTC TSP may request an informal over the shoulder Deliverable review meeting in advance of any submittal. The purpose of informal over the shoulder Deliverable review meetings is for the RCTC TSP to introduce its proposed approach and get feedback from the SBCTA to expedite reviews. Conducting an over the shoulder Deliverable review meeting does not relieve SBCTA of any review durations as defined herein.

RCTC TSP may request a formal comment resolution meeting by notifying SBCTA at least seven days prior to the requested date of the meeting. Unless otherwise agreed to by SBCTA, RCTC TSP shall update the submittal based on SBCTA's comments and resubmit within 21 days (for documents containing less than 100 pages) or 45 days (for documents containing 100 or more pages) for SBCTA review and approval**.**

SBCTA may reject any submittal where information submitted is considered, by SBCTA, in its sole discretion, insufficient to conduct a proper review or actions arising from the review require significant revisions or otherwise not in accordance with the Contract. RCTC TSP shall be responsible for making necessary corrections to the submittal and resubmitting it to SBCTA. Once SBCTA determines the submittal is complete, the Deliverable will be distributed to RCTC for its review and comment or recommendation of approval. For documents containing less than 100 pages, SBCTA and RCTC shall have 21 days after receipt of the submittal, to approve, comment or reject the submittal. For documents containing 100 or more pages, SBCTA and RCTC shall have 45 days after receipt of the submittal, to approve, comment or reject the submittal. The process shall continue until RCTC recommends approval of the Deliverable to SBCTA and SBCTA provides written approval of the Deliverable to RCTC TSP.

SBCTA may request supplemental supporting information to any submittal under review. RCTC TSP shall supply such information in the form and within the timeframe requested by SBCTA. SBCTA may reject a submittal if supplemental supporting information requested by SBCTA is not provided by RCTC TSP.

Attachment: EXHIBIT A - 23-1002943 Scope of Work & Attachments (9285 : I-15 Freight & Express Lanes- Riverside County Toll System

2.12 Summary of Deliverables

Table 1 (List of Deliverables) provides a list of Deliverables that are to be provided by RCTC TSP. It shall be RCTC TSP's responsibility to submit all Deliverables as required by the Contract, Governmental Approvals and Governmental Entities.

The list set forth in Table 1 (List of Deliverables) separately identifies the Deliverables due dates relative to Project milestone, including NTP, Installation, TCS Commissioning.

Table 1: List of Deliverables

DELIVERABLE	SBCTA I-15 EXPRESS LANES DUE DATE
Management Deliverables	
Baseline Schedule	Approved within 60 days of NTP
D&D Deliverables	
Installation Drawings	Submitted within 180 days of NTP
Bill of Materials	Submitted within 180 days of NTP
Installation Plan	Submitted within 180 days of NTP
Site Commissioning Test Procedures	Submitted within 180 days of NTP
Site Commissioning Test Report	Approved 90 days prior to Commissioning
As-Built Drawings	Approved 30 day after Commissioning
Installation and Testing Deliverables	
TSP Ready For Construction (RFC) Certification	at 100% PS&E
Civil Site Acceptance Checklist	Submitted within 180 days of NTP
Communications Network Acceptance Checklist	Submitted within 180 days of NTP
On-Going Deliverables	
Monthly Meeting Agenda/Minutes	Monthly
Monthly Schedule Update	Monthly

Attachment: EXHIBIT A - 23-1002943 Scope of Work & Attachments (9285 : I-15 Freight & Express Lanes- Riverside County Toll System

3 Scope of Work Attachments:

Attachment 1: RCTC TCS Infrastructure Responsibility Matrix

Attachment 2: Freeway Lane Requirement Chart

Attachment 3: Lane Closure Charges

Attachment 4: Not Used

Attachment 5: General Provisions

Attachment 6: Definitions

Attachment 7: Preliminary Project Schedule

Attachment: EXHIBIT A - 23-1002943 Scope of Work & Attachments (9285 : I-15 Freight & Express Lanes- Riverside County Toll System

Attachment 1: RCTC TCS Infrastructure Responsibility Matrix

Attachment: EXHIBIT A - 23-1002943 Scope of Work & Attachments (9285 : I-15 Freight & Express Lanes- Riverside County Toll System

SBCTA-RCTC Tolling Work Split

Acronyms: RCTC - Riverside County Transportation Commission | SBCTA - San Bernardino County Transportation Authority | TCS - Toll Collection System | VTMS - Variable Toll Message Sign | TTMS - Toll Traffic Management System (vehicle count stations) | CCTV - Closed Circuit Television Camera | SFP - Small Form-Factor Pluggable

Work Description	Stage	Kapsch Effort	Notes	Civil Contractor Responsibilities	Kapsch Responsibilities[1]	Kapsch Procurement
Fiber						
Relocate Redundant Fiber in current Caltrans conduit to new Caltrans conduit **Cut over #1, Two locations, at Cantu Galleano (~2645+00 and ~2653+00)**	Stage 1	Provide support to SBCTA vendor during fiber testing; SBCTA does all fiber splicing and testing	Redundant Fiber for TCS-RCTC. Will be providing new fiber instead of relocating old fiber. Occurs from stations 2645 to 2653. Fiber will be spliced through unless otherwise specified **Cut over #1, Two locations, at Cantu Galleano (~2645+00 and ~2653+00)**	1) Furnish and Install New Tolling Fiber (Redundant). Splice through all fibers 2) Testing of Fiber 3) Cutover from Existing Caltrans Conduit/Fiber to New Caltrans Conduit/Fiber	1) Assist Civil Contractor in identifying any testing needs for fiber testing. ***2) Closely Monitor RCTC Tolling System during fiber cutover***	
Relocate Redundant Fiber in current Caltrans conduit to new Caltrans conduit **Cut Over #2, Two locations, SR 60 (~2717+00) and Philadelphia (~2775+00)**	Stage 1	Provide support to SBCTA vendor during fiber testing; SBCTA does all fiber splicing and testing	Redundant Fiber for TCS-RCTC. Will be providing new fiber instead of relocating old fiber. Occurs from stations 2717 to 2757. Fiber will be spliced through unless otherwise specified **Cut Over #2, Two locations, SR 60 (~2717+00) and Philadelphia (~2775+00)**	1) Furnish and Install New Tolling Fiber (Redundant). Splice through all fibers 2) Testing of Fiber 3) Cutover from Existing Caltrans Conduit/Fiber to New Caltrans Conduit/Fiber	1) Assist Civil Contractor in identifying any testing needs for fiber testing. ***2) Closely Monitor RCTC Tolling System during fiber cutover***	
Temp Fiber						

[1] SBCTA will contract directly with Kapsch for work in normal text. RCTC will contract directly with Kapsch for work in ***bold, italic text***

Attachment: EXHIBIT A - 23-1002943 Scope of Work & Attachments (9285 : I-15 Freight & Express Lanes-

Work Description	Stage	Kapsch Effort	Notes	Civil Contractor Responsibilities	Kapsch Responsibilities[1]	Kapsch Procurement
Install Temp Fiber on wood poles around bridge @2705 to 2710	Stage 1 or 2	Provide support to SBCTA vendor during fiber testing; SBCTA does all fiber splicing and testing	Riverside Dr. Bridge spliced through	1) Furnish and Install temporary Fiber. Splice all Fibers through. 2) Cutover to temporary fiber	1) Assist in planning for cutover of fiber. ***2) Closely monitor toll system during cutover***	
Install Permanent Fiber in bridge conduit for ultimate conditions	Stage 3	Provide support to SBCTA vendor during fiber testing; SBCTA does all fiber splicing and testing	Riverside Dr. Bridge	1) Furnish and install new permanent fiber. Splice all fibers through. 2) Test new fiber 3) Cutover from temporary fiber to new permanent fiber	1) Assist in planning for cutover of fiber. ***2) Closely monitor toll system during cutover***	
Temp Fiber						
Install Temp Fiber on wood poles around bridge @2741 to 2746	Stage 1 or 2	Provide support to SBCTA vendor during fiber testing; SBCTA does all fiber splicing and testing	Mission Blvd. Bridge spliced through	1) Furnish and Install temporary fiber. Splice all fibers through. 2) Cutover to temporary fiber	1) Assist in planning for cutover of fiber. ***2) Closely monitor toll system during cutover***	
Install Permanent Fiber in bridge conduit for ultimate conditions	Stage 3	Provide support to SBCTA vendor during fiber testing; SBCTA does all fiber splicing and testing	Mission Blvd. Bridge	1) Furnish and install new permanent fiber. Splice all fibers through. 2) Test new fiber 3) Cutover from temporary fiber to new permanent fiber	1) Assist in planning for cutover of fiber. ***2) Closely monitor toll system during cutover***	
TTMS 23						
Recalibrate TTMS 23 due to traffic shift	Final/Stage 3a	Kapsch to recalibrate	Final/Ultimate position	1) Restriping 2) Notification to Kapsch when striping is completed and TTMS needs to be retuned	***Retune TTMS due to change in lane striping***	
TTMS 24						

Attachment: EXHIBIT A - 23-1002943 Scope of Work & Attachments (9285 : I-15 Freight & Express Lanes-

Work Description	Stage	Kapsch Effort	Notes	Civil Contractor Responsibilities	Kapsch Responsibilities[1]	Kapsch Procurement
Recalibrate existing TTMS 24 due to traffic shift	Stage 1	Kapsch to recalibrate	Temporary traffic shift	1) Restriping 2) Notification to Kapsch when striping is completed and TTMS needs to be retuned	***Retune TTMS due to change in lane striping***	
New TTMS 24 and CCTV SB4	Stage 1 or 2	Install new equipment	New site installation - two poles, high mast for TTMS, One cabinet, one Fiber distribution unit. Terminate fiber.	1) Furnish and Install new poles, conduits, power, fiber distribution unit, foundation, and install Kapsch provided cabinets.	1) Furnish and Install new equipment (TTMS, electronics, cabinet etc. at new location) 2) Perform required functional testing to ensure the new location/equipment is ready for Go-Live	1) CCTV assembly (Camera+cables) 2) CCTV mounting brackets 3) TTMS assembly (detectors + controllers+ cables) 4) TTMS mounting brackets 5) Ethernet/Fiber Switch 6) Fiber cables, jumpers, ethernet cables etc. 7) SFP 8) One cabinet shared on one pole.
Recalibrate existing TTMS 24 due to traffic shift	Stage 3	Kapsch to recalibrate	Temporary traffic shift	1) Restriping 2) Notification to Kapsch when striping is completed and TTMS needs to be retuned	***Retune TTMS due to change in lane striping***	
Commission New TTMS 24 CCTV SB4	Final/Stage 3a	Commission new equipment	Final/Ultimate position	1) Install final lane striping 2) Cut over fiber at cabinet 3) Notify Kapsch for Go-Live of new site and retuning of TTMS	1) Commission new equipment into the tolling system. 2) Perform final tuning for ultimate lane configuration/striping	

Attachment: EXHIBIT A - 23-1002943 Scope of Work & Attachments (9285 : I-15 Freight & Express Lanes-

Work Description	Stage	Kapsch Effort	Notes	Civil Contractor Responsibilities	Kapsch Responsibilities[1]	Kapsch Procurement
Decommissioning old TTMS 24	Final/Stage 3a	Decommission old site		1) Remove infrastructure (poles, cabinets, etc.) for old site after Kapsch has removed from the tolling system	1) Decommission out site from tolling system and remove tolling electronics	
TTMS 25/SB3						
Recalibrate TTMS 25 due to traffic shift	Stage 3	Kapsch to recalibrate	Temporary traffic shift	1) Restriping 2) Notification to Kapsch when striping is completed and TTMS needs to be retuned	***Retune TTMS due to change in lane striping***	
Temporary Power connection to site	Stage 3		Due to Riverside bridge widening	Install power conductors through temp wood poles as per temp plans		
Recalibrate TTMS 25 due to traffic shift	Final/Stage 3a	Kapsch to recalibrate	Final/Ultimate position	1) Restriping 2) Notification to Kapsch when striping is completed and TTMS needs to be retuned	***Retune TTMS due to change in lane striping***	
TTMS 26/CCTV SB2						
Recalibrate existing TTMS 26 due to traffic shift	Stage 1	Kapsch to recalibrate	Temporary traffic shift	1) Restriping 2) Notification to Kapsch when striping is completed and TTMS needs to be retuned	***Retune TTMS due to change in lane striping***	
Recalibrate existing TTMS 26 due to traffic shift	Stage 3	Kapsch to recalibrate	Temporary traffic shift	1) Restriping 2) Notification to Kapsch when striping is completed and TTMS needs to be retuned	***Retune TTMS due to change in lane striping***	

Attachment: EXHIBIT A - 23-1002943 Scope of Work & Attachments (9285 : I-15 Freight & Express Lanes-

Work Description	Stage	Kapsch Effort	Notes	Civil Contractor Responsibilities	Kapsch Responsibilities[1]	Kapsch Procurement
New TTMS 26 and CCTV SB2	Stage 3	Install new equipment	New site installation - one new pole, TTMS/CCTV, one new cabinet, one new fiber distribution unit	1) Furnish and Install new poles, conduits, power, fiber distribution unit, foundation, and install Kapsch provided cabinets.	1) Furnish and Install new equipment (TTMS, electronics, etc. at new location) 2) Perform required functional testing to ensure the new location/equipment is ready for Go-Live	1) CCTV assembly (Camera+cables) 2) CCTV mounting brackets 3) TTMS assembly (detectors + controllers+ cables) 4) TTMS mounting brackets 5) Ethernet/Fiber Switch 6) Fiber cables, jumpers, ethernet cables etc. 7) SFP 8) Pole mounted cabinet
Commission New TTMS 2 CCTV SB	Final/Stage 3a	Commission new equipment	Final/Ultimate position	1) Install final lane striping 2) Cut over fiber at cabinet 3) Notify Kapsch for Go-Live of new site and retuning of TTMS	1) Commission new equipment into the tolling system. 2) Perform final tuning for ultimate lane configuration/striping	
Decommissioning old TTMS 2	Final/Stage 3a	Decommission old site		1) Remove infrastructure (poles, cabinets, etc.) for old site after Kapsch has removed from the tolling system	1) Decommission out site from tolling system and remove tolling electronics	
VTMS SB 2						

Attachment: EXHIBIT A - 23-1002943 Scope of Work & Attachments (9285 : I-15 Freight & Express Lanes-

Work Description	Stage	Kapsch Effort	Notes	Civil Contractor Responsibilities	Kapsch Responsibilities[1]	Kapsch Procurement
Relocate existing ground equipment cabinet @2678+35 - temporary	Stage 1	Kapsch to reconnect equipment; test	Temporary location - VTMS ground cabinet	1) Furnish and Install and/or relocate temporary poles, conduits, power, fiber, foundation, and cabinets 2) Cut over fiber and power to new cabinet	Commission existing SB2 VTMS using relocated cabinet. Pull and terminate cables and conductors..	
Install new shoulder equipment for new VTMS SB2	Stage 1 or 2	Install new equipment	New site installation - cabinet and roadside equipment. Shoulder work	1) Furnish and Install new poles, conduits, power, fiber, foundation, and install Kapsch provided cabinets.	1) Furnish and Install new equipment (cabinet and sign controller, etc.) at new cabinet location 2) Perform required functional testing to ensure the new location/equipment is ready for Go-Live 3) Provide splice diagrams	1) Controllers, batteries, electronics 2) Ethernet/Fiber Switch 3) Fiber cables, jumpers, ethernet cables etc. 4) SFP 5) Ground mounted cabinet
Install new VTMS SB2	Stage 3	Install new equipment	Median work	1) Furnish and Install new poles, conduits, power, fiber, foundation.	1) Furnish and Install new equipment (electronic, sign panels, etc.) at new median location 2) Perform required functional testing to ensure the new location/equipment is ready for Go-Live 3) Provide splice diagrams	1) Daktronics Sign panels (3), 2) Mounting hardware 3) Pole mounted cabinet, junction box, brackets. 4) Sensors, Antennas, etc. 5) Conduits, cables
Commission New VTMS SB2	Stage 3	Commission new	Commission new sign before removing old sign	1) Install final lane striping 2) Notify Kapsch for Go-Live of new site	1) Commission new site into the tolling system 2) Perform final tuning	
Decommission old sign	Final/Stage 3a	Decommission old site		1) Remove infrastructure (poles, cabinets, etc.) for old site after Kapsch has removed from the tolling system	1) Decommission out old site from tolling system and remove tolling electronics	

Attachment: EXHIBIT A - 23-1002943 Scope of Work & Attachments (9285 : I-15 Freight & Express Lanes-

Work Description	Stage	Kapsch Effort	Notes	Civil Contractor Responsibilities	Kapsch Responsibilities[1]	Kapsch Procurement
VTMS SB 1						
Remove Old VTMS at 2756+77	Final/Stage 3a	Remove equipment to become property of contractor/SBCTA	Ramp VTMS SB 1 must be installed prior to removing VTMS SB1	1) Remove Sign and sign structure only, keep in place cabinet since it has other uses.	1) Decommission VTMS controller and associated electronics. Cabinet and all networking equipment shall remain.	
RAMP VTMS SB 1						
Install new equipment for new RAMP VTMS SB1, CCTV	Stage 1 or 2	Install new equipment	New site installation - cabinet, roadside equipment and sign. New CCTV location	1) Furnish and Install new sign panels, poles, conduits, power, fiber, foundation, and install Kapsch provided cabinets.	1) Furnish and Install new equipment (electronics, sign panels, etc.) at new sign and cabinet location. Pull and terminate cables and conductors. 2) Perform required functional testing to ensure the new location/equipment is ready for Go-Live 3) Provide splice diagrams for new site	SIGN 1) Controllers, batteries, electronics 2) electronic sign panels (2), 3) Mounting hardware 4) junction box, brackets. 5) Sensors, Antennas, etc. 6) Conduits, cables 7) Ethernet/Fiber Switch 8) fiber cables, jumpers, ethernet cables etc. 9) SFP 10) ground mounted cabinet CCTV 1) CCTV assembly (Camera + cables) 2) CCTV mounting brackets
RAMP VTMS SB1 Median work/splicing	Stage 3	Provide splice diagrams for new site	Median work	1) Perform fiber splicing in median	1) Assist Civil Contractor in identifying any testing needs for fiber testing. ***2) Closely Monitor RCTC Tolling System during fiber cutover***	

Attachment: EXHIBIT A - 23-1002943 Scope of Work & Attachments (9285 : I-15 Freight & Express Lanes-

Work Description	Stage	Kapsch Effort	Notes	Civil Contractor Responsibilities	Kapsch Responsibilities[1]	Kapsch Procurement
Commission New site Ramp VTMS SB1	Final/Stage 3a	Commission new site	Ramp VTMS SB1 must be commissioned prior to VTMS SB1 removal	1) Notify Kapsch for Go-Live of new site	1) Commission new site into the tolling system	
CMS						
Prepare to relocate CMS, CMS Cabinet and CCTV SB1	Stage 1	Support Civil Contractor	New site construction – cabinet, VTMS, and CCTV pole foundation. Shoulder and median work.	1) Furnish and install poles, conduits, power, fiber and foundations.		
Relocate CMS3 from 45+00 to 2679+50	Stage 3	Reinstall equipment; install new wiring and cabling; testing	Moving CMS, CMS cabinet, and CCTV camera will require modifying the network design as the current unit is not spliced into the fiber network	1) Relocate CMS sign/structure, CMS cabinet, and CCTV pole/assembly 2) Furnish and Install temp PCMS at existing sign location.	1) Pull and terminate cables and conductors 2) Perform required functional testing to ensure the new location/equipment is ready for Go-Live 3) Provide new splice diagrams for this new site which was not previously on the fiber network.	1) CMS and CCTV cables and conductors.
Commission new site CMS 3 sign	Stage 3	Commission new site		1) Notify Kapsch for Go-Live of new site	1) Commission new site into the tolling system 2) Perform final tuning	
Decommission old site	Stage 3	Decommission old site		Remove old CCTV and cabinet near old site.	Decommission old cctv and CMS 3 location on wireless network	
OTHER						
Reprogramming ELCC with new VTMS and CMS locations	N/A	Kapsch software team		No civil responsibility	***Kapsch to update all required software due to modifications to sensors and sign locations***	

Attachment: EXHIBIT A - 23-1002943 Scope of Work & Attachments (9285 : I-15 Freight & Express Lanes-

Attachment 2: Freeway Lane Requirement Chart

Attachment: EXHIBIT A - 23-1002943 Scope of Work & Attachments (9285 : I-15 Freight & Express Lanes- Riverside County Toll System

Chart No. G1
Freeway General Purpose Lane Requirements

County: Riv	Route/Direction: Route 15 NB/SB	Post Mile: 45.59/50.12

Closure limits: Sixth Street to Cantu-Galleano Ranch Road

Hour	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mon–Thu	1	1	1	1	1	1																	2	1	1
Fri	1	1	1	1	1	1																	2	1	1
Sat	1	1	1	1	1	1																	2	1	1
Sun	1	1	1	1	1	1																	2	1	1

Legend:

1	Provide at least 1 through freeway general purpose lane open in the direction of travel.
2	Provide at least 2 adjacent through freeway general purpose lanes open in the direction of travel.
	Work is allowed within the highway where a shoulder or lane closure is not required.

REMARKS: Lane closures for the installation and removal of temporary barrier systems and traffic control devices and striping.

Attachment: EXHIBIT A - 23-1002943 Scope of Work & Attachments (9285 : I-15 Freight & Express Lanes- Riverside County Toll System

Chart No. G2
Freeway General Purpose Lane Requirements

County: Riv	Route/Direction: Route 15 NB/SB	Post Mile: 50.12/51.37

Closure limits: Cantu-Galleano Ranch Road to Route 60 WB connector

Hour	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mon–Thu	2	2	2	2	2	2																	3	2	2
Fri	2	2	2	2	2	2																	3	2	2
Sat	2	2	2	2	2	2																	3	2	2
Sun	2	2	2	2	2	2																	3	2	2

Legend:

2	Provide at least 2 adjacent through freeway general purpose lanes open in the direction of travel.
3	Provide at least 3 adjacent through freeway general purpose lanes open in the direction of travel.
	Work is allowed within the highway where a shoulder or lane closure is not required.

REMARKS: Lane closures for the installation and removal of temporary barrier systems and traffic control devices and striping.

Attachment: EXHIBIT A - 23-1002943 Scope of Work & Attachments (9285 : I-15 Freight & Express Lanes- Riverside County Toll System

Chart No. G3
Freeway General Purpose Lane Requirements

County: Riv	Route/Direction: Route 15 NB	Post Mile: Riv 51.37/51.96

Closure limits: Route 60 WB Connector to Mission Blvd

Hour	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mon–Thu	1	1	1	1	1	2																	2	1	1
Fri	1	1	1	1	1	2																	2	1	1
Sat	1	1	1	1	1	1																	2	1	1
Sun	1	1	1	1	1	1																	2	1	1

Legend:

1	Provide at least 1 through freeway general purpose lane open in the direction of travel.
2	Provide at least 2 adjacent through freeway general purpose lanes open in the direction of travel.
	Work is allowed within the highway where a shoulder or lane closure is not required.

REMARKS: Lane closures for the installation and removal of temporary barrier systems and traffic control devices and striping.

Attachment: EXHIBIT A - 23-1002943 Scope of Work & Attachments (9285 : I-15 Freight & Express Lanes- Riverside County Toll System

Chart No. G4
Freeway General Purpose Lane Requirements

County: Riv & SBd	Route/Direction: Route 15 NB/SB	Post Mile: Riv 51.96/ SBd 7.67

Closure limits: Mission Boulevard to 1 mile north of Baseline Avenue

Hour	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mon–Thu	2	2	2	2	2	2																	3	2	2
Fri	2	2	2	2	2	2																	3	2	2
Sat	2	2	2	2	2	2																	3	2	2
Sun	2	2	2	2	2	2																	3	2	2

Legend:

2	Provide at least 2 adjacent through freeway general purpose lanes open in the direction of travel.
3	Provide at least 3 adjacent through freeway general purpose/SB lanes open in the direction of travel.
	Work is allowed within the highway where a shoulder or lane closure is not required.

REMARKS: Lane closures for the installation and removal of temporary barrier systems and traffic control devices and striping.

Attachment: EXHIBIT A - 23-1002943 Scope of Work & Attachments (9285 : I-15 Freight & Express Lanes- Riverside County Toll System

Chart No. G5
Freeway General Purpose Lane Requirements

County: Riv & SBd	Route/Direction: Route 15 SB	Post Mile: Riv 50.997/SBd 0.22

Closure limits: Route 60 EB/Route 15 SB Connector to Route 15 SB/Route 60 EB & WB Connector

Hour	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mon–Thu	1	1	1	1	1	2																	2	1	1
Fri	1	1	1	1	1	2																	2	1	1
Sat	1	1	1	1	1	1																	2	1	1
Sun	1	1	1	1	1	1																	2	1	1

Legend:

1	Provide at least 1 through freeway general purpose lane open in the direction of travel.
2	Provide at least 2 adjacent through freeway general purpose lanes open in the direction of travel.
	Work is allowed within the highway where a shoulder or lane closure is not required.

REMARKS: Lane closures for the installation and removal of temporary barrier systems and traffic control devices and striping.

Attachment: EXHIBIT A - 23-1002943 Scope of Work & Attachments (9285 : I-15 Freight & Express Lanes- Riverside County Toll System

Chart No. G6
Freeway General Purpose Lane Requirements

County: SBd	Route/Direction: Route 10 EB.WB	Post Mile: 9.18/11.13

Closure limits: Milliken Avenue to Etiwanda Avenue

Hour	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mon–Thu	2	2	2	2	2	2																	3	2	2
Fri	2	2	2	2	2	2																	3	2	2
Sat	2	2	2	2	2	2																	3	2	2
Sun	2	2	2	2	2	2																	3	2	2

Legend:

2	Provide at least 2 adjacent through freeway general purpose lanes open in the direction of travel.
3	Provide at least 3 adjacent through freeway general purpose lanes open in the direction of travel.
	Work is allowed within the highway where a shoulder or lane closure is not required.

REMARKS: Lane closures for the installation and removal of temporary barrier systems and traffic control devices and striping.

Attachment: EXHIBIT A - 23-1002943 Scope of Work & Attachments (9285 : I-15 Freight & Express Lanes- Riverside County Toll System

Chart No. G7
Freeway General Purpose Lane Requirements

County: Riv	Route/Direction: Route 60 EB/WB	Post Mile: R0/R1.51

Closure limits: Milliken Avenue to 1 mile east of Route 60

Hour	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mon–Thu	3	3	3	3	3	3																	4	3	3
Fri	3	3	3	3	3	3																	4	3	3
Sat	3	3	3	3	3	3																	4	3	3
Sun	3	3	3	3	3	3																	4	3	3

Legend:

3	Provide at least 3 adjacent through freeway general purpose lanes open in the direction of travel.
4	Provide at least 4 adjacent through freeway general purpose lanes open in the direction of travel.
	Work is allowed within the highway where a shoulder or lane closure is not required.

REMARKS: Lane closures for the installation and removal of temporary barrier systems and traffic control devices and striping.

Attachment: EXHIBIT A - 23-1002943 Scope of Work & Attachments (9285 : I-15 Freight & Express Lanes- Riverside County Toll System

Attachment 3: Lane Closure Charges

Attachment: EXHIBIT A - 23-1002943 Scope of Work & Attachments (9285 : I-15 Freight & Express Lanes- Riverside County Toll System

LANE CLOSURE CHARGES

Freeway Lane Closure Charges

Permitted Freeway Lane Closures at the locations and during the periods identified in the Freeway Lane Requirement Chart shall be at no charge to RCTC TSP provided the Lane Closure complies with the requirements for Lane Closures set forth in the Contract.

For Unpermitted Freeway Lane Closures, the applicable Freeway Lane Closure Charges shall consist of liquidated damages determined as follows:

Table 1: I-15 Freeway Lane Closure Charges

Type of Facility	Route and Direction	Period	Freeway Lane Closure Charges per Lane Closure
Mainline	I-15 NB and I-15 SB	1st half hour	$3,000/10 minutes
		2nd half hour	$5,000/10 minutes
		2nd hour and beyond	$10,000/10 minutes
Connector and Ramps	I-15/I-10 and I-15/SR-60 Connectors and All Ramps	1st half hour	$3,000/10 minutes
		2nd half hour	$5,000/10 minutes
		2nd hour and beyond	$10,000/10 minutes

The 10 minute increments listed in Table 1 are for partial or full increments, meaning that, for example, an 11 minute period would be considered two increments.

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RCTC I-15 EL Lane Closure Charges

The I-15 Corridor Contract 1 Project includes work in both San Bernardino and Riverside Counties as well as work within the existing RCTC I-15 Express Lanes project limits.

RCTC TSP shall pay EL Lane Closure Charges for Permitted RCTC I-15 EL Lane Closures and Unpermitted RCTC I-15 EL Lane Closures. RCTC TSP is provided an allowance of ten (10) nightly closures of the RCTC I-15 Express Lanes Segment 4 Northbound, Partial Segment 4 Northbound, Segment 4 Southbound and Partial Segment 4 Southbound which may be implemented at no cost so long as the Lane Closure complies with the requirements for Lane Closures in this Contract. RCTC TSP shall pay RCTC I-15 Express Lanes Closure Charges for each additional closure of affected RCTC I-15 Express Lanes Segments as set forth in Table 2.

Table 2: RCTC 15 Express Lanes Closure Charges for Permitted RCTC 15 Express Lanes Closures
Segment 4 Northbound and Southbound – Full and Partial Closures
From Start of SBCTA Project Construction to SBCTA Project Revenue Service Commencement Date

Timeframe	Segment 4 NB (Sixth Street Ingress/ Egress to SR-60)	Partial Segment 4 NB (Cantu-Galleano Ranch Road Egress to SR-60)	Segment 1 SB (SR-60 to Sixth Street Ingress/ Egress)	Partial Segment 1 SB (SR-60 to Cantu-Galleano Ranch Road Ingress)
Sunday 8:00 pm to Monday 4:00 am	$1,500/night	$1,500/night	$1,500/night	$1,500/night
Monday 8:00 pm to Tuesday 4:00 am	$1,500/night	$1,500/night	$1,500/night	$1,500/night
Tuesday 8:00 pm to Wednesday 4:00 am	$1,500/night	$1,500/night	$1,500/night	$1,500/night
Wednesday 8:00 pm to Thursday 4:00 am	$1,500/night	$1,500/night	$1,500/night	$1,500/night
Thursday 8:00 pm to Friday 4:00 am	$1,500/night	$1,500/night	$1,500/night	$1,500/night
Friday 10:00 pm to Saturday 6:00 am	$1,500/night	$1,500/night	$1,500/night	$1,500/night
Saturday 10:00 pm to Sunday 6:00 am	$1,500/night	$1,500/night	$1,500/night	$1,500/night

The applicable RCTC 15 Express Lanes Closure Charge listed in this Table 2 will be assessed on a per night basis, irrespective of the actual length of the Permitted RCTC 15 Express Lanes Closure.

For Unpermitted RCTC I-15 EL Lane Closures outside the hours specified in Table 3 above, RCTC TSP shall pay the sum of (i) Stipulated Damages for the affected Segment plus (ii) $3,000.00 per affected Segment for every partial or full 10 minute increment.

Lane Closures will be measured on the basis of direction. The EL Lane Closure Charge shall be assessed for any closure of any portion of a lane in any direction. For example, two closures in the same direction (non-contiguous) shall result in two charges. Likewise, two closures in the opposite direction (one Northbound and one Southbound) shall result in two charges.

Stipulated Damages shall be determined by using a comparison of the number of transactions identified by RCTC during the period of the partial or complete RCTC I-15 EL Lane Closure and the number of transactions identified by RCTC during a comparable prior period of

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operations. Determination of a comparable period shall be made by RCTC, acting reasonably, and shall consider the day, month, time of day, location, season, whether the day is a weekday, weekend or holiday, and such other factors as RCTC shall reasonably determine.

Attachment: EXHIBIT A - 23-1002943 Scope of Work & Attachments (9285 : I-15 Freight & Express Lanes- Riverside County Toll System

Attachment 4: Not Used

Attachment: EXHIBIT A - 23-1002943 Scope of Work & Attachments (9285 : I-15 Freight & Express Lanes- Riverside County Toll System

Attachment 5: General Provisions

Attachment: EXHIBIT A - 23-1002943 Scope of Work & Attachments (9285 : I-15 Freight & Express Lanes- Riverside County Toll System

Attachment: EXHIBIT A - 23-1002943 Scope of Work & Attachments (9285 : I-15 Freight & Express Lanes- Riverside County Toll System

SECTION 1
GENERAL PROVISIONS

1.1 General Obligations for Toll Services

1.1.1 RCTC TSP shall perform the D&D Work:

(a) In accordance with:

(i) The applicable Plans and standards listed in the Scope of Work (SOW);

(ii) All applicable Governmental Rules (including Environmental Laws, the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), including any amendments, Governmental Approvals and Toll Services Standards;

(iii) Supplier warranties in the case of Equipment;

(iv) Good Industry Practice;

(v) All other requirements of this Contract; and

(b) So that it is free of Deviations that do not constitute SBCTA approved Deviations.

1.1.2 RCTC TSP shall ensure all Equipment used in the Toll Services shall be new when installed (unless RCTC TSP obtains SBCTA's prior written approval of an alternative), complies with this Contract, is of good quality, free of Nonconforming Work and suitable for their purposes, objectives, functions, uses and requirements set out in or reasonably inferred from this Contract.

1.1.3 RCTC TSP shall timely submit all Deliverables required in accordance with the Scope of Work and all such Deliverables shall be accurate and complete as required under this Contract.

1.2 Coordination and Cooperation

RCTC TSP acknowledges and agrees that:

1.2.1 Other SBCTA Contractors may be working at or otherwise present on the Site during the performance of the Toll Services (Other SBCTA Contractor Work);

1.2.2 The Other SBCTA Contractor Work may interfere with RCTC TSP's use of certain facilities on or near the Site;

1.2.3 RCTC TSP shall cooperate with SBCTA and Other SBCTA Contractors in the performance of the Other SBCTA Contractor Work as set out in Scope of Work;

1.2.4 RCTC TSP-Related Entities shall fully cooperate and be solely responsible for coordinating its activities under this Contract with the work schedules of Other SBCTA Contractors performing the Other SBCTA Contractor Work and shall schedule and sequence RCTC TSP's activities as reasonably necessary to accommodate the Other SBCTA Contractor Work.

1.2.5 RCTC TSP shall perform the Toll Services so as not to:

(a) Enter upon, disturb or use any property of any person except with the express permission of, and in compliance with all requirements of, the owner of such property;

(b) Damage, close or obstruct any Utility installation, highway, road or other property unless and until all applicable Governmental Approvals have been obtained; or

(c) Disrupt or otherwise interfere with the operation of any telephone line, electric transmission line, improvement or structure unless otherwise specifically authorized by this Contract, applicable Governmental Rule or any Governmental Approval.

1.2.6 RCTC TSP shall cooperate and coordinate with SBCTA, Other SBCTA Contractors and SBCTA Parties with respect to the ongoing operation, maintenance, renewal and replacement of the Project and other obligations under this Contract.

1.2.7 RCTC TSP shall cooperate and coordinate with SBCTA, Other SBCTA Contractors, SBCTA's consultants, Department, FHWA and other Governmental Entities with jurisdiction over the Toll Services in performing oversight and conducting inspections during the design development, installation, integration, deployment and testing, of the TCS and any other matters relating to the Toll Services. As part of this effort, RCTC TSP shall review and provide detailed and timely input on PS&E Designer's Release for Construction Plans.

1.2.8 If SBCTA, Department, Local Agencies, or Utility Owners award or perform other, separate contracts or projects that affect the D&D Work, RCTC TSP shall perform the Toll Services without interfering with or hindering the progress or completion of the work performed under such contracts or as part of such projects.

1.2.9 If RCTC TSP asserts that a contractor of Department, or Local Agencies has caused damage to the D&D Work, or has hindered or interfered with the progress or completion of the D&D Work, then except as expressly set forth in the Contract, RCTC TSP shall have no recourse or rights against SBCTA under this Contract, but may pursue recourse, to the extent permitted by the Governmental Rules, against the respective contractor.

SECTION 2
UTILITIES

2.1 Utilities

2.1.1 RCTC TSP shall review and verify the location of all Utilities related to D&D Work and shown on any Utility Information provided by SBCTA.

2.1.2 RCTC TSP shall provide the Utility services required to perform the D&D Work.

2.1.3 SBCTA is not responsible for utility installation, coordination, or modification after the Commissioning Date.

2.1.4 Utilities required to operate the roadside equipment, including any third-party communications services, will be addressed according to RCTC Contract #16-31-043-00.

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2.1.5 RCTC TSP shall be responsible for obtaining and paying the cost of any other Utility services that RCTC TSP may require for performance of the O&M Work according to RCTC Contract #16-31-043-00.

SECTION 3
D&D WORK

3.1 Time of Essence and General Scope of D&D Work

3.1.1 RCTC TSP acknowledges that achieving the Completion Milestones by the relevant Completion Deadlines are of the essence of this Contract.

3.2 No Liability Arising from SBCTA Actions

3.2.1 RCTC TSP acknowledges and agrees that SBCTA's and Department's rights under this Contract to review, comment on, approve, disapprove, monitor, inspect, test, accept or carry out any other act of SBCTA or Department in connection with any Deliverable or the Toll Services exist solely for the benefit and protection of SBCTA or the Department (as applicable).

3.2.2 Subject to any rights of RCTC TSP with respect to an SBCTA-Caused Delay, SBCTA owes no obligation or duty of care to RCTC TSP to:

(a) Review, comment on, approve, disapprove, monitor, inspect, test, accept or carry out any other act or omission of SBCTA in connection with any Deliverable, the Project or the Toll Services; or

(b) Inspect or review the D&D Work for Nonconforming Work.

3.2.3 Be asserted against SBCTA by RCTC TSP as a defense, legal or equitable, to RCTC TSP's obligation to satisfy the requirements of this Contract. Notwithstanding the provisions of Section 3.2.1 through Section 3.2.3, (a) RCTC TSP may rely on specific written directions SBCTA gives under this Contract, (b) SBCTA is not relieved from any liability in connection with a material misrepresentation under any written statement SBCTA knowingly and intentionally delivers, and (c) SBCTA is not relieved from its obligations under this Contract.

3.3 Contractor Licenses for D&D Work

3.3.1 To the extent required under applicable Governmental Rules, RCTC TSP shall:

(a) Prepare Installation Drawings for any civil construction elements of the D&D Work under the responsible charge of Registered Professional Engineers in the State, as applicable, and all such elements of the Installation Drawings shall be stamped by Registered Professional Engineers licensed in the State.

(b) Perform D&D Work at the Site with contractors licensed to perform work in the State, as appropriate; and

(c) Possess:

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(i) A valid C10 (Electrical Contractor) license and possess or ensure a Subcontractor possesses valid C7 (Low Voltage Systems Contractor) and C31 (Construction Zone Traffic Control Contractor) licenses; or

(ii) A valid Class A - California General Engineering Contractor license.

3.3.2 No Subcontractor may start any D&D Work until after SBCTA receives a copy of such Subcontractor's valid State contractor license.

3.4 Spare Parts

RCTC TSP shall not be responsible for providing any spare parts to SBCTA under this Contract. RCTC TSP shall maintain existing spare parts inventory as further set forth in RCTC Contract #16-31-043-00.

3.5 Cleaning Up.

In performing the D&D Work, RCTC TSP shall keep the Site occupied by RCTC TSP in a neat, clean and safe condition. Upon completion of any portion of the D&D Work, RCTC TSP shall promptly remove from the Site all equipment, temporary structures, and surplus materials not required to be used at or near the same location during later stages of the D&D Work.

3.6 Safety and Security

RCTC TSP shall:

(a) Be responsible for safety and security of its own personnel, and all other Persons accessing the Site in connection with the Toll Services in accordance with applicable health and safety provisions as set forth in RCTC Contract #16-31-043-00, and such other safety precautions as are reasonably required by Civil Contractor's safety plan.

(b) Act to prevent threatened damage, injury or loss of property and life; and

(c) Be responsible for the safety and security of any other persons involved in the testing activities.

3.7 Title

3.7.1 RCTC TSP warrants that it owns, or will own, and has, or will have, good and marketable title to all Equipment, Hardware and Software furnished, or to be furnished, by it and its Subcontractors under this Contract, free and clear of all Liens; and (ii) title to Equipment, Hardware and Software which has been delivered to the Site that becomes part of the TCS or used in connection with the Toll Services, or that is delivered to a secure storage area pending delivery to the Site or use in connection with the Toll Services, shall pass to RCTC, free and clear of all Liens, upon the sooner of (x) incorporation into the Toll Services and RCTC approval of such installation, or (y) payment by RCTC to RCTC TSP of invoiced amounts pertaining to such Equipment, Hardware and Software.

3.7.2 Notwithstanding that title shall pass to RCTC as set forth in this section and except as set forth in RCTC Contract #16-31-043-00, RCTC TSP shall:

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(a) Retain sole care, custody and control of such Equipment, Hardware and Software and exercise due care with respect to such Equipment, Hardware and Software through and until the Expiry Date; and

(b) Remain solely responsible and liable for risk of loss to such Equipment, Hardware and Software as set forth in Scope of Work Section 2.5.

3.8 Maintenance During Performance of D&D Work

During performance of the D&D Work, RCTC TSP shall maintain, rebuild, repair, restore or replace:

(a) All D&D Work, including Equipment, Hardware, Software or TCS Infrastructure (excluding any elements of the TCS Infrastructure that are Civil Work) that is damaged prior to Commissioning Date, regardless of who has title to such Equipment, Hardware or TCS Infrastructure under this Contract and regardless of the cause of the damage; and

(b) If directed to do so by SBCTA, any aspect of the Civil Work that is damaged prior to the commencement of TCS Commissioning, where such damage is caused by an act or omission by any RCTC TSP-Related Entity or any RCTC TSP Fault. If SBCTA does not direct RCTC TSP to make such repairs or RCTC TSP fails to make such repairs in a timely manner, the necessary repairs will, at SBCTA's direction, be made by Civil Contractor or another contractor retained by SBCTA and payment for such repairs shall be due and payable from RCTC TSP to SBCTA upon demand.

SECTION 4
D&D WORK SCHEDULE, COMPLETION AND ACCEPTANCE

4.1 Completion Deadlines

RCTC TSP shall carry out the D&D Work so as to achieve each of the Completion Milestones by the applicable Completion Deadlines.

4.2 Project Schedule

4.2.1 RCTC TSP shall undertake the D&D Work in accordance with the Preliminary Baseline Schedule under SOW Attachment 7.

4.3 Baseline Schedule and Project Schedule

4.3.1 RCTC TSP shall use the Preliminary Baseline Schedule as a foundation to prepare the Baseline Schedule to be submitted in accordance with the Scope of Work; provided, however, that SBCTA's acceptance of RCTC TSP's Proposal and award and execution of the RCTC TSP Contract shall not be construed as SBCTA approval of RCTC TSP's Preliminary Baseline Schedule or any subsequent Project Schedule.

4.3.2 RCTC TSP shall initially incorporate the schedule milestones, projected dates for achievement of Payment Milestones and Completion Milestones into its proposed Baseline Schedule in accordance with the methodology described in the Scope of Work.

Attachment: EXHIBIT A - 23-1002943 Scope of Work & Attachments (9285 : I-15 Freight & Express Lanes- Riverside County Toll System

4.3.3 Upon issuance of NTP, RCTC TSP will update the Preliminary Baseline Schedule to include hard calendar dates as described in the Scope of Work.

4.3.4 The Baseline Schedule shall be updated monthly or as required to become the Project Schedule submitted by RCTC TSP pursuant to the Scope of Work and any approved Recovery Plan schedules submitted by RCTC TSP. All changes to the Baseline Schedule shall be subject to approval by SBCTA, in its sole discretion.

4.4 Float

4.4.1 All Float contained in the Project Schedule or generated after SBCTA's approval of the Baseline Schedule, shall be a Project resource available to either Party or both Parties, as needed, to absorb delays caused by any event and to achieve schedule milestones, interim completion dates, and/or Completion Deadlines.

4.4.2 All Float shall be shown as such in the Project Schedule and on each applicable schedule path. SBCTA shall consider RCTC TSP's identification of (or failure to identify) Float on the Project Schedule in determining whether to approve the Project Schedule. Once identified, RCTC TSP shall monitor, account for and maintain Float in accordance with CPM.

4.5 Extensions of Time

The Completion Deadlines shall not be modified except by Change Order.

4.6 TCS Commissioning

4.6.1 Process for Determining TCS Commissioning

(a) RCTC TSP shall provide SBCTA at least 14 days' prior Notice of the date RCTC TSP determines it will achieve TCS Commissioning. During such 14-day period, RCTC TSP and SBCTA shall meet and confer and exchange information on a regular cooperative basis with the goal being SBCTA's orderly, timely inspection and review of the Toll Services pertaining to TCS Commissioning.

(b) RCTC TSP shall provide SBCTA a second Notice when RCTC TSP believes it has achieved TCS Commissioning.

(c) Within 14 days after the Notice under Section 4.6.1(b), but not fewer than 30 days after the original Notice under Section 4.6.1(a), or such sooner date as SBCTA determines that RCTC TSP has achieved TCS Commissioning, SBCTA shall (i) issue a Notice of TCS Commissioning, or (ii) provide Notice to RCTC TSP listing the D&D Work which, in SBCTA's opinion, remains to be performed to achieve TCS Commissioning.

(d) RCTC TSP shall give Notice to SBCTA when RCTC TSP considers that the D&D Work listed in a Notice issued by SBCTA under Section 4.6.1(c)(ii) has been completed and Sections 4.6.1(b) and 4.6.1(c) will apply to such Notice, including SBCTA inspection and review rights, in the same way as if it were the original Notice. The process shall be repeated until such time as SBCTA issues a Notice of TCS Commissioning.

(e) TCS Commissioning requires completion and satisfaction of all requirements thereto. Opening of the Express Lanes and the commencement of tolling and revenue collection

Attachment: EXHIBIT A - 23-1002943 Scope of Work & Attachments (9285 : I-15 Freight & Express Lanes- Riverside County Toll System

or any other beneficial use of the Express Lanes and the Project shall not be deemed to be TCS Commissioning if all requirements thereto have not been completed and satisfied and RCTC TSP shall remain liable for the completion of such requirements.

4.6.2 Punch List

Within 30 days after delivery of the Notice of TCS Commissioning, or such longer period as SBCTA may reasonably require, SBCTA shall prepare and deliver to RCTC TSP a Punch List. RCTC TSP and SBCTA may each add items to the Punch List provided no items may be removed without the consent of both Parties. RCTC TSP shall immediately commence D&D Work on the Punch List items and prosecute such D&D Work to completion to SBCTA's reasonable satisfaction and in accordance with this Contract. Such D&D Work shall be completed by RCTC TSP within 30 days after issuance of the Punch List or such longer period as, in SBCTA's reasonable determination, is necessitated in case of materials or equipment with long delivery lead-times.

SECTION 5
LIQUIDATED DAMAGES

5.1 Delay Liquidated Damages for Impacting Civil Contractor

5.1.1 RCTC TSP shall pay Delay Liquidated Damages to SBCTA in the amount of $15,000 for each day SBCTA, in its reasonable discretion, deems RCTC TSP's actions are the direct cause for the Civil Contractor's or SBCTA's TSP's failure to achieve its completion deadline.

5.1.2 Delay Liquidated Damages shall be due and payable directly to SBCTA or to such other person as directed by SBCTA in writing, without notice or demand, on the 14th day of the following month.

5.1.3 The Parties agree that the payment of Delay Liquidated Damages is SBCTA's sole right to monetary compensation from RCTC TSP for impacting the Civil Contractor's ability to achieve its completion deadline.

5.1.4 The Parties acknowledge and agree that:

(a) In the event that RCTC TSP directly causes the Civil Contractor to fail to achieve its completion deadline, SBCTA shall incur damages that are incapable of accurate measurement because of, among other things, the unique nature of the Project. Such damages include additional Civil Contractor costs, loss of potential revenue, costs of financing, loss of use, enjoyment and benefit of the Project and connecting SBCTA transportation facilities by the general public, injury to the credibility and reputation of SBCTA's transportation improvement program with policy makers and with the general public who depend on and expect availability of service, which injury to credibility and reputation may directly result in loss of ridership on the Project, and additional costs of administering this Contract (including engineering, legal, accounting, overhead and other administrative costs). Therefore, RCTC TSP and SBCTA have agreed to stipulate the amount payable by RCTC TSP in the event RCTC TSP directly causing the Civil Contractor to fail to achieve its completion deadline; and

(b) As of the Effective Date, the amount of Delay Liquidated Damages in Section 5.1.1 represents a good faith estimate as to a portion only of the potential actual damages that SBCTA

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would incur as a result of RCTC TSP directly causing the Civil Contractor to fail to achieve its completion deadline and do not constitute a penalty.

5.2 Stipulated Damages for Impacting RCTC I-15 Express Lanes

5.2.1 Where RCTC TSP's actions impact RCTC's ability to collect tolls on the I-15 Express Lanes and where RCTC has not assessed damages directly from the RCTC TSP, SBCTA may impose Stipulated Damages on RCTC TSP.

5.2.2 Stipulated Damages shall be due and payable directly to SBCTA without notice or demand on the 14th day of the following month.

5.3 Calculation of Stipulated Damages

5.3.1 Stipulated Damages shall be calculated by using a comparison of the number of Transactions identified by the TCS in the impacted area during the period of the Permitted Lane Closure and the number of Transactions identified by the TCS during a comparable prior period of operations compliant with Contract requirements in the equivalent impacted area determined by SBCTA. Determination of a comparable period shall be made by SBCTA, acting reasonably, and shall consider the day, month, time of day, location, season, whether the day is a weekday, weekend or holiday, and such other factors as SBCTA shall reasonably determine. If SBCTA does not have operating history from a comparable period, Stipulated Damages shall be determined by SBCTA by reference to the traffic and revenue study estimates for the period of time in question and may also consider available live traffic data for the relevant period.

5.3.2 By way of example, if, during the period of the Lane Closure, the TCS identifies 100 transactions, and during a comparable prior period where there is no Lane Closure, the TCS identifies 1000 transactions, the Lane Closure Stipulated Damages for the duration of the Lane Closure would be the value of the difference in the number of transactions (i.e., an amount equal to 900) multiplied by the toll rate(s) applicable to such transactions. The calculation of Stipulated Damages can never be a negative number or result in RCTC TSP being entitled to additional payment from SBCTA.

SECTION 6
NONCONFORMING WORK, CORRECTION OF WORK AND WARRANTIES

6.1 Notice of Nonconforming Work

SBCTA shall give a Notice to RCTC TSP within a reasonable period after SBCTA has Actual Knowledge of any Nonconforming Work during the Term. If SBCTA fails to provide Notice within a reasonable period after obtaining Actual Knowledge of the Nonconforming Work, such failure shall not constitute a waiver of SBCTA's rights under this Section 6, but RCTC TSP shall not be responsible for the increase in Cost, if any, directly and solely resulting from SBCTA's failure to provide timely Notice unless RCTC TSP had Actual Knowledge of, or should have been aware, in the exercise of reasonable diligence or in the performance of its obligations under this Contract, of such Nonconforming Work.

6.2 Remedy of Nonconforming Work

Attachment: EXHIBIT A - 23-1002943 Scope of Work & Attachments (9285 : I-15 Freight & Express Lanes- Riverside County Toll System

6.2.1 During the Term, if RCTC TSP has Actual Knowledge of a Nonconforming Work or has received notice of a Nonconforming Work from SBCTA under Section 6.1, RCTC TSP shall promptly remedy such Nonconforming Work and any damage to the Civil Work or property of Third Parties to the extent caused by such Nonconforming Work in order to return the same to its condition existing immediately prior to the damage or Nonconforming Work.

6.2.2 RCTC TSP shall perform such commercially reasonable tests as SBCTA may, in its good faith discretion, require to remedy and to demonstrate the cure of a Nonconforming Work.

6.2.3 RCTC TSP acknowledges and agrees that any Nonconforming Work may have severe economic, safety and travel consequences to SBCTA and the traveling public if such Nonconforming Work is not immediately remedied.

6.2.4 RCTC TSP shall perform all remedy D&D Work in a timely and expeditious manner, and so as to minimize the revenue loss to SBCTA and to avoid disruption of normal TCS operations.

6.2.5 RCTC TSP shall remain liable for under this Contract, at law or in equity with respect to the Toll Services, including liability for Liquidated Damages, design defects, latent construction defects, strict liability, breach, negligence, willful misconduct or fraud notwithstanding the remedy of any Nonconforming Work.

6.3 Failure to Remedy a Nonconforming Work

If:

6.3.1 RCTC TSP has received Notice of a Nonconforming Work from SBCTA under Section 6.1 during the Term and states or by its action (or failure to act) indicates that it is unable or unwilling to proceed with remedy of the Nonconforming Work within 10 days following receipt of such Notice; or

6.3.2 RCTC TSP fails to remedy the Nonconforming Work in accordance with this Contract,

Then SBCTA, upon Notice to RCTC TSP, may, or may procure another party to, remedy the Nonconforming Work, and the cost of such remedy (plus an administrative charge equal to 10% of the cost) will be due and payable from RCTC TSP to SBCTA upon demand. SBCTA's right to remedy Nonconforming Work shall be in addition to all other rights and remedies provided under this Contract or by applicable Governmental Rules and shall not relieve RCTC TSP of any of its responsibilities under this Contract.

6.4 Damages for Breach of Warranty

6.4.1 Subject to Section 5 and in addition to SBCTA's other rights under this Contract, at law or in equity, RCTC TSP shall be liable for actual damages resulting from any breach of an express or implied warranty, Subcontractor warranty, or any Nonconforming Work, including the cost of performance of such obligations by others.

6.5 Limitation of RCTC TSP's Liability

6.5.1 Limitation of Liability Until TCS Commissioning

Attachment: EXHIBIT A - 23-1002943 Scope of Work & Attachments (9285 : I-15 Freight & Express Lanes- Riverside County Toll System

To the extent permitted by applicable Governmental Rule, RCTC TSP's liability under this Contract to SBCTA for damages (including actual, indirect, special, consequential, multiple or punitive damages) (whether arising in contract, negligence or other tort, or any other theory of law) shall not exceed the sum of:

(a) an amount equal to 50% of the RCTC's TSP Total Capital Cost as outlined in this scope of work during the D&D Phase (which amount shall specifically include any SBCTA Liquidated Damages and Lane Closure Charges paid under Section 5.1 and exclude RCTC Stipulated Damages); plus

(b) all Losses incurred by any Indemnified Party in connection with any illegal activities, fraud, recklessness, criminal conduct, gross negligence, or intentional misconduct on the part of any RCTC TSP-Related Entity in connection with the Toll Services;

For purposes of clarification, an event, occurrence or action that occurred during the D&D Phase, but which may become known or actionable during the O&M Term, is intended to fall under RCTC Contract #16-31-043-00. In addition, Liquidated Damages are also subject to certain limits in accordance with Section 5.

6.6 Notification of Third-Party Claim

SBCTA and RCTC TSP shall each provide timely notification to the other party of the receipt of any third-party claim relating to the Contract.

Attachment: EXHIBIT A - 23-1002943 Scope of Work & Attachments (9285 : I-15 Freight & Express Lanes- Riverside County Toll System

Attachment 6: Definitions

Attachment: EXHIBIT A - 23-1002943 Scope of Work & Attachments (9285 : I-15 Freight & Express Lanes- Riverside County Toll System

Abbreviations and Definitions

Unless the context otherwise requires, the abbreviations and capitalized terms used in this Contract have the meanings given below:

AVI	Automatic Vehicle Identification
BOM	Bill of Materials
CALTRANS	California Department of Transportation
CCTV	Closed Circuit Television
CHP	California Highway Patrol
CMS	Changeable Message Sign
COZEEP	Construction Zone Enhanced Enforcement Program
EL	Express Lanes
FCC	Federal Communications Commission
FHWA	Federal Highway Administration
MOT	Maintenance of Traffic
NTP	Notice to Proceed
PMP	Project Management Plan
QMP	Quality Management Plan
RCTC TSP	Riverside County Transportation Commission Toll Services Provider
SBCTA	San Bernardino County Transportation Agency, a public entity of the State.
SOW	Scope of Work
TCS	Toll Collection System, means all Equipment, Hardware, Software materials, Sub-systems, including the RSS, TMS, BOS and MOMS and components provided by the TSP to meet the requirements of the Contract
TTMS	Tolling & Tracking Management System
VTMS	Variable Toll Message Signs
WBS	Work Breakdown Structure

Attachment: EXHIBIT A - 23-1002943 Scope of Work & Attachments (9285 : I-15 Freight & Express Lanes- Riverside County Toll System

Actual Knowledge means and shall be strictly limited to the facts and information actually known to and present in the mind of SBCTA, RCTC TSP, RCTC TSP's or SBCTA's Representative, an Indemnified Party (in each case, as applicable), after due consultation with other personnel of such Person, as applicable.

As-Built Technical Drawings means documents required to be prepared by RCTC TSP and delivered to SBCTA in accordance with the SOW that constitute a complete and accurate record of the TCS as designed, installed, integrated, deployed, and tested in accordance with this Contract.

Baseline Schedule means the project schedule approved by SBCTA, developed, and maintained by RCTC TSP as specified in the SOW.

Certificate of Package Turnover means each Notice issued by SBCTA to Civil Contractor that Civil Contractor has achieved Package Turnover with respect to a specific Package.

Change means:

1. Any addition, decrease, omission, deletion, or removal to or from the Toll Services or the Scope of Work;
2. Any addition, omission or change to Policy limits or deductibles of the insurance policies; and
3. Other changes to this Contract or other items the Parties agree to be a Change or which this Contract states to be a Change.

Change Order means a written amendment to the scope of this Contract issued by SBCTA to RCTC TSP with respect to a Change.

Civil Contractor means the contractor responsible for building the Project's civil infrastructure.

Civil Site Acceptance Checklist means the checklist prepared by RCTC TSP and submitted as part of the Installation Plan that RCTC TSP shall use to verify that all TCS Infrastructure elements at roadside equipment locations where RCTC TSP will install TCS equipment are accepted by RCTC TSP and suitable for proper execution of the D&D Work in compliance with the requirements of the Contract.

Commission(ed)(ing) means the SBCTA approved completion of Commissioning Testing.

Commissioning Test(ing) or Site Commissioning Test(ing) means the testing performed by RCTC TSP to demonstrate that the TCS is fully installed, integrated, and functioning in accordance with the Scope of Work and approved design documentation to test all TCS functionality, including any and all Equipment, Software, and internal and external interfaces under controlled test conditions.

Communications Network Acceptance Checklist means the checklist prepared by RCTC TSP and submitted as part of the Installation Plan that RCTC TSP shall use to verify that all communications network elements where RCTC TSP will install TCS equipment are accepted by RCTC TSP and suitable for proper execution of the D&D Work in compliance with the requirements of this Contract.

Completion Deadline(s) means TCS Commissioning Deadline.

Completion Milestone(s) means TCS Commissioning.

Contract means this Toll Services Contract made and entered into between SBCTA, and RCTC TSP including all exhibits, and the other documents listed in this Contract.

Attachment: EXHIBIT A - 23-1002943 Scope of Work & Attachments (9285 : I-15 Freight & Express Lanes- Riverside County Toll System

Costs means the actual, documented, direct incremental costs that are incurred or expended, reported, and documented by TSP in accordance with generally accepted accounting principles, to the extent applicable, to perform the Toll Services in accordance with this Contract.

Critical Path means each critical path on the Project Schedule that ends on a Completion Deadline (i.e., the term shall apply only following consumption of all available Float in the schedule for such Completion Deadline).

Critical Path Method (CPM) means a method for scheduling the work where all major components of the D&D Work are laid out in a diagram to show the proper sequencing of tasks and the necessary time required for each task, showing which tasks are critical to each other.

D&D Monthly Progress Report means a single monthly submission and compilation of all monthly reports required by this Contract during the D&D Phase and for review at monthly progress meetings.

D&D Work means all work and other activities and services required to design, install, integrate, deploy and test the TCS that TSP is required to perform as defined in this Contract.

Delay Liquidated Damages means the amount(s) that RCTC TSP is required to pay to SBCTA for its actions that directly impact the Civil Contractor's or SBCTA's TSP's ability to achieve its completion deadline.

Deliverable means all requirements for work products, end products, and other items, elements and submissions specified in this Contract, and that RCTC TSP is required to prepare and submit to SBCTA for its review, comment, disapproval, and/or approval as specified in this Contract.

Department means CALTRANS, the State transportation organization that is responsible for managing California's highway and freeway lanes, providing inter-city rail services, overseeing public-use airports and special-use hospital heliports, and working with local agencies.

Design means the process and documentation that define and establish all elements of the TCS, including the architecture, components, modules, interfaces, and data for the TCS to satisfy the Contract requirements. Also used to refer to the completed "Design" document.

Deviations mean any change, deviation, modification, or alteration from the requirements of this Contract, applicable Governmental Rules, and the Governmental Approvals.

Effective Date means the date that the Contract is executed by SBCTA.

Equipment means all equipment, supplies, materials, tools, and spare parts required for performance of the Toll Services.

Expiry Date means the earlier of:

1. the last day of the D&D term; and
2. any date upon which this Contract is terminated in accordance with this Contract.

Express Lane(s) or I-15 Express Lane(s) when capitalized, refers to the existing RCTC I-15 Express Lanes or future SBCTA I-15 Express Lanes.

Attachment: EXHIBIT A - 23-1002943 Scope of Work & Attachments (9285 : I-15 Freight & Express Lanes- Riverside County Toll System

Float means the amount of time that any given activity or logically connected sequence of activities shown on the Project Schedule may be delayed before it will affect RCTC TSP's ability to achieve a Completion Milestone by its applicable Completion Deadline. "Float" means generally the difference between early completion times and late completion times for activities as shown on the Project Schedule, and shall include any float contained within an activity as well as any period containing an artificial activity (that is, one which is not encompassed within the meaning of "work").

Freeway Lanes mean all General Purpose Lanes and HOV Lanes on Interstate 15.

Good Industry Practice means the exercise of the degree of skill, diligence, prudence and foresight that would reasonably and ordinarily be expected from time to time from a skilled and experienced professional systems integrator, engineer, constructor, installer, toll collection and violations enforcement operator or maintenance provider.

Governmental Approval means any permit, license, consent, concession, grant, franchise, authorization, waiver, certification, exemption, filing, lease, registration or ruling, variance or other approval, guidance, protocol, mitigation agreement, agreement or memoranda of agreement/understanding, and any revision, modification, amendment, supplement, renewal or extension of any of the foregoing, required by or with any Governmental Entity in order to perform the Toll Services, but excluding (a) any such approvals relating to the work to be performed by other contractors as specifically described in this Contract and (b) any such approvals required by or with a Governmental Entity in its capacity as a Utility Owner. Governmental Approvals include Environmental Approvals.

Governmental Rule means any statute, law, code, regulation, ordinance, rule, judgment, common law, writ, injunction, order, decree, permit, concession, grant, franchise, license, agreement, directive, guideline, policy requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration of any of the foregoing by, any Governmental Entity, which is applicable to the Toll Services, the Project or the Site, including Environmental Laws. The term "Governmental Rule" excludes "Governmental Approvals."

Hardware means the physical, tangible, and permanent components of the TCS.

Indemnified Parties means SBCTA and its agents, the members of SBCTA's Board, the SBCTA Representative, Department, City of Ontario, City of Jurupa Valley, City of Eastvale, County of San Bernardino, County of Riverside, Utilities, environmental, regulatory and permitting agencies, and each of the foregoing's respective officers, directors, board members, employees, consultants, representatives and agents, or each of them as the context requires.

Installation Drawings means the TCS installation requirement design drawings to be submitted by RCTC TSP to SBCTA.

Installation Plan means the plan approved by SBCTA and prepared by RCTC TSP detailing the sequence and schedule for installation of the roadside portions of the TCS.

Key Personnel means the following RCTC TSP personnel position:

- Project Principal: Jim Kirwin

Attachment: EXHIBIT A - 23-1002943 Scope of Work & Attachments (9285 : I-15 Freight & Express Lanes- Riverside County Toll System

Lane Closure means a Permitted Lane Closure or an Unpermitted Lane Closure, or both, as the context requires.

Lane Closure Charges means the liquidated damages and/or Stipulated Damages described as owing from RCTC TSP to SBCTA for Lane Closures.

Liquidated Damages means Delay Liquidated Damages, Performance Liquidated Damages, Performance Stipulated Damages, Lane Closure Charges, or each of them as the context requires.

Local Agencies means the County of San Bernardino, County of Riverside, Cities of Jurupa Valley, Eastvale, Ontario, Fontana, and Rancho Cucamonga, and any other state or local agency owning property within the Planned ROW Limits or with jurisdiction over any such property, or that otherwise has interfaces with the Project, other than SBCTA and Department. For purposes of this definition, the State Water Resources Control Board and California Department of Parks and Recreation shall be considered to be Local Agencies.

Losses means, damages shown and proved to be suffered or incurred by a Party or Third Party, to include any loss, damage (including personal injury, property damage and natural resource damages), injury, expense, compensation, debt, obligation, charge, liability, cost, expense (including reasonable attorneys' fees, accountants' fees, expert witness fees and expenses, deductibles or increased premiums (including those incurred in connection with the enforcement of any provision of this Contract)), fee, charge, demand, investigation, proceeding, action, suit, claim, judgment, penalty, fine or Third Party Claims, actual, prospective or contingent and whether or not currently ascertainable. Losses include injury to or death of persons, damage or loss of property, and harm or damage to natural resources.

Master Test Plan means the plan approved by SBCTA and prepared by RCTC TSP establishing the system-wide framework for testing activities by integrating functional, system, and performance of TCS components, subsystems, interfaces, and the overall TCS.

Monthly Progress Schedule means the monthly schedules with status updates.

National Electric Code means the model code covering the installation of electrical conductors, equipment, and raceways; signaling and communications conductors, equipment, and raceways; and optical fiber cables and raceways published by the IEEE Standards Association.

Nonconforming Work means any aspect of the Toll Services which does not comply with this Contract.

Notice means formal notification to/from SBCTA; transmittal processes are described in Article 26 of the Contract.

Package means a grouping of one or more TCS Sites provided by the Civil Contractor to the RCTC TSP for installation and testing of the TCS.

Package Turnover means, for each Package, the stage in the Civil Work where Civil Contractor has completed design and construction.

Party means RCTC TSP or SBCTA, as the context may require, and **Parties** means RCTC TSP and SBCTA, collectively.

Attachment: EXHIBIT A - 23-1002943 Scope of Work & Attachments (9285 : I-15 Freight & Express Lanes- Riverside County Toll System

Payment Milestone means each set of completed D&D Work for which RCTC TSP may submit an invoice to SBCTA.

Permitted Lane Closure means (1) a full or partial closure of any portion of a Freeway Lane or Express Lane by TSP in connection with Toll Services, or (2) ingress to or egress from a Freeway Lane or Express Lane is completely or partially blocked by RCTC TSP in connection with the Toll Services, and which is approved in advance by SBCTA, and occurs wholly within the time period set out by SBCTA and RCTC TSP otherwise complies with the provisions of the Contract for Lane Closures.

Plans or plans means all SBCTA-approved plans required to be developed by RCTC TSP in accordance with the Scope of Work as prepared and updated in accordance with this Contract.

Preliminary Baseline Schedule means the draft project schedule submitted by RCTC TSP with the Proposal.

Project means the delivery I-15 Riverside County Toll System Modification services, as outlined in the Contract and SOW documents.

Project Schedule means the timeline and dates for development, maintenance, and control activities to be provided by the TSP.

Proposal means the proposal submitted by RCTC TSP to SBCTA.

PS&E Designer means the contractor responsible for designing the Project's civil infrastructure.

Punch List means the list of D&D Work remaining to be completed with respect to the TCS, Package Turnover or Revenue Service Commencement (as applicable) that shall be limited to items of the applicable D&D Work that are necessary to remedy minor Nonconforming Work, but which have no material or adverse effect on the use, safety, or operability of the Toll Services.

Quality Assurance/Quality Control means the total of all activities performed by RCTC TSP to assess design, deployment, installation, operations, and maintenance processes so as to control the level of quality being provided in the end product. Components may include design reviews and checks, establishing procedures, calibrations and maintenance of equipment, shop drawing review, document control, process control, and any sampling, testing, and inspection done for these purposes.

Quality Management Plan means the approved plan, developed by RCTC TSP, which identifies RCTC TSP's overall framework for implementation of its Quality Assurance/Quality Control program across all aspects of the D&D Work and quality program for the Toll Services.

RCTC TSP Faults means:

1. a breach by RCTC TSP of any of its obligations under this Contract; or
2. a breach of any representation or warranty made by RCTC TSP under this Contract;
3. .

RCTC TSP Furnished Materials means Equipment procured by the RCTC TSP and delivered to the Civil Contractor for installation by the Civil Contractor.

RCTC TSP Ready for Construction Certification means RCTC TSP's certification to PS&E Designer and SBCTA, set forth in a certificate signed by RCTC TSP and provided to SBCTA and PS&E Designer, certifying

Attachment: EXHIBIT A - 23-1002943 Scope of Work & Attachments (9285 : I-15 Freight & Express Lanes- Riverside County Toll System

that (i) RCTC TSP has reviewed the elements of the Release for Construction Plans that reflect the TCS Infrastructure Design Document, (ii) such elements are consistent with RCTC TSP's Design requirements set forth in the TCS Infrastructure Design Document, and (iii) if the Civil Work is built in accordance with the Release for Construction Plans, will conform to the Contract.

RCTC TSP-Related Entities means (i) RCTC TSP, (ii) Subcontractors (including Suppliers), (iii) any other Persons performing any of the D&D Work that are authorized by RCTC TSP, and (iv) any other Persons for whom RCTC TSP may be legally or contractually responsible.

Recovery Plan means the approved schedule RCTC TSP is required to provide to address delays in the Baseline Schedule.

Registered Professional Engineer means a person who is duly licensed and registered by the California Board of Professional Engineers to engage in the practice of engineering in the State.

Release for Construction Plans means the last set of PS&E Designer's 100% final design documents to be submitted to SBCTA and the Department for approval prior to commencing construction of the Project elements shown in such plans.

Right of Way or **ROW** means the area available to TSP for the performance of the Toll Services, which includes the Planned ROW Limits.

SBCTA Parties means officers, directors, board members, employees, consultants, representatives, and agents of SBCTA, or each of them as the context requires.

Site means, depending upon the context, the ROW on which any part of the D&D Work, the TCS is to be located and any temporary rights or interests that RCTC TSP may acquire at its own cost and expense in connection with the D&D Work.

Software means computer programs, procedures, rules, and associated documentation pertaining to the control and operation of the data processing and data storage for the TCS, as further set forth in the Scope of Work. Software includes all associated features and functions described in the D&D Work, including all updates, derivative works, enhancements, modifications or Upgrades thereto, and all error corrections, patches and bug fixes provided by the TSP and that is made part of the TCS, as well as all related or ancillary data files, modules, libraries, tutorial and demonstration programs, and other components thereof, all source and object code, firmware and all documentation.

State means the State of California.

Stipulated Damages means an amount calculated by SBCTA under General Provisions Section 5.2 with respect to the Express Lanes.

Subcontractor (or subcontractor) means any agreement by RCTC TSP with any other Person to perform any part of the Toll Services or provide Equipment for, or any such agreement at a lower tier, between a Subcontractor and its lower tier Subcontractor or a Supplier and its lower tier Supplier, at all tiers.

Subsystem means a self-contained system within the TCS.

Supplier (or supplier) means any Person not performing D&D Work at or on the Site which supplies machinery, equipment, materials, Hardware, Software, systems, or any other appurtenance to any

Attachment: EXHIBIT A - 23-1002943 Scope of Work & Attachments (9285 : I-15 Freight & Express Lanes- Riverside County Toll System

portion of the Toll Services to RCTC TSP or to any Subcontractor in connection with the performance of the Toll Services. Persons who merely transport, pick up, deliver, or carry materials, personnel, parts or equipment or any other items or persons to or from a Site shall not be deemed to be performing Toll Services at the Site.

TCS Commissioning means the point at which RCTC TSP has satisfied the following conditions:

1. RCTC TSP, has disposed of all its surplus materials and rubbish, removed all Equipment belonging to TSP, and left the Site and all structures occupied by RCTC TSP in a neat, clean, and safe condition;
2. RCTC TSP has completed and passed all Site Commissioning Tests and obtained SBCTA's written approval of the test results, and all of the requirements specified in the SOW are satisfied;
3. RCTC TSP has completed all D&D Work in accordance with this Contract with the exception of Punch List items;
4. RCTC TSP has delivered to SBCTA all original equipment and manufacturer's warranty certificates covering all Equipment furnished in connection with the D&D Work;
5. RCTC TSP has delivered to SBCTA of a final version of all document deliverables required by the SOW; and
6. RCTC TSP has completed all other D&D Work required under this Contract as a condition of TCS Commissioning.

TCS Commissioning Deadline means the date for TCS Commissioning set out in Notice by SBCTA, anticipated to occur 60 days prior to opening of the I-15 Express Lanes.

TCS Communications Network means the infrastructure provided by the Civil Contractor for TCS communications. TCS Communications Network includes the conduit and fiber optic backbone and lateral connections to TCS cabinets. TCS Communications Network does not include data/communications service connections and connections between roadside cabinets/equipment enclosures and Equipment.

TCS Documentation means all drawings (including plans, profiles, cross-sections, notes, elevations, sections, details and diagrams), specifications, reports, data, studies, calculations, electronic files, records and submittals, including Plans, Software (including both Software Source Code and object code) and other physical or electronic materials with respect to Intellectual Property, Software, Software Source Code or required to adequately document the TCS as configured, and necessary for, or related to, the configuration, installation, integration, testing, maintenance and operation of the Toll Services in accordance with this Contract, the Governmental Approvals and applicable Governmental Rule includes all relevant commentary, explanations and instructions to compile source code, and all modifications, additions or substitutions made to such materials.

TCS Infrastructure means the infrastructure built by Civil Contractor and provided to RCTC TSP for installation of the TCS as part of each Package Turnover.

Term means the period commencing on the Effective Date and ending on the Expiry Date.

Toll Services means the D&D Work.

Turnover Area means the area within each of the eight Express Lane Sections consisting of a Toll Zone and other associated equipment.

Attachment: EXHIBIT A - 23-1002943 Scope of Work & Attachments (9285 : I-15 Freight & Express Lanes- Riverside County Toll System

Unpermitted Lane Closure means such cases where RCTC TSP (a) fully or partially closes a Freeway Lane or Express Lane, or any portion thereof, for any purpose, or (b) fully or partially blocks ingress to or egress from a Freeway Lane or Express Lane, or any portion thereof, for any purpose, and where, in the case of either clause (a) or (b), the closure or blockage is not a Permitted Lane Closure.

Utility(ies) or utility(ies) a privately, publicly, or cooperatively owned line, facility or system (including municipal and/or government lines, facilities and systems) for transmitting or distributing communications, cable television, power, electricity, gas, oil, crude products, water, steam, waste, or any other similar commodity, including any irrigation system and any fire or police signal system as well as streetlights. However, the term "Utility" or "utility" excludes (a) storm water facilities that provide drainage solely for the Project right of way, and (b) traffic signals, ramp metering systems, flashing beacon systems, and lighting systems for the Project. The necessary appurtenances to each Utility facility (including fire hydrants as appurtenances to water lines) shall be considered part of such Utility. Without limitation, any service line connecting directly to a Utility shall be considered an appurtenance to that Utility, regardless of the ownership of such service line.

Utility Owner(s) means any private entity or public body (including city, county, state, public corporation, or public district) that owns and/or operates a Utility, including cooperative utilities.

Attachment: EXHIBIT A - 23-1002943 Scope of Work & Attachments (9285 : I-15 Freight & Express Lanes- Riverside County Toll System

Attachment 7: Preliminary Project Schedule

Attachment: EXHIBIT A - 23-1002943 Scope of Work & Attachments (9285 : I-15 Freight & Express Lanes- Riverside County Toll System

SBCTA_Kapsch I-15 Draft Schedule_ 04222025.mpp

ID	Task Mode	Task Name	Duration	% Complete	Start	Finish	Predecessors	Successors	Task Calendar
1		**SBCTA Schedule**	**1013 days**	**0%**	**Thu 2/6/25**	**Thu 1/18/29**			**None**
2		Notice to Proceed	0 days	0%	Thu 5/1/25	Thu 5/1/25		5FS+5 day	Standard
3		**Project Documentation**	**949 days**	**0%**	**Thu 5/8/25**	**Thu 1/18/29**			**None**
4		**Baseline Project Schedule**	**61 days**	**0%**	**Thu 5/8/25**	**Mon 7/7/25**			**SBCTA calendar**
5		Project Schedule Development V1.0	7 days	0%	Thu 5/8/25	Fri 5/16/25	2FS+5 days	6	None
6		RCTC Review and Comment	21 days	0%	Sat 5/17/25	Fri 6/6/25	5	7	SBCTA calendar
7		Project Schedule Development V1.1	6 days	0%	Mon 6/9/25	Mon 6/16/25	6	8	None
8		RCTC Review and Approval	21 days	0%	Tue 6/17/25	Mon 7/7/25	7	10FS+90 c	SBCTA calendar
9		**PS&E Plans**	**81 days**	**0%**	**Wed 11/12/2**	**Wed 3/11/26**			**None**
10		SBCTA to provide 95% design plan for review	20 days	0%	Wed 11/12/2	Wed 12/10/25	8FS+90 day	11	Standard
11		Kapsch review 95% design plan & provide comments	21 days	0%	Thu 12/11/25	Mon 1/12/26	10	12	Standard
12		SBCTA to provide 100 % design plan for review	20 days	0%	Tue 1/13/26	Tue 2/10/26	11	13	Standard
13		Kapsch to review & approve 100 % design plan	5 days	0%	Wed 2/11/26	Wed 2/18/26	12	14	Standard
14		Kapsch to issue Ready For Construction Certification	10 days	0%	Thu 2/19/26	Wed 3/4/26	13	15	Standard
15		SBCTA to provide construction documents	5 days	0%	Thu 3/5/26	Wed 3/11/26	14		Standard
16		**Installation Design Drawings & BOM**	**243 days**	**0%**	**Fri 6/13/25**	**Thu 5/28/26**			**None**
17		**95% Installation Drawing w/BOM**	**138 days**	**0%**	**Fri 6/13/25**	**Mon 12/29/25**			**None**
18		Design Drawing Development V1.0	45 days	0%	Fri 6/13/25	Fri 8/15/25	2FS+30 day	19,32,39	Standard
19		RCTC Review and Comment	21 days	0%	Mon 8/18/25	Tue 9/16/25	18	20	Standard
20		Design Drawing Development V1.1	20 days	0%	Wed 9/17/25	Tue 10/14/25	19	21	Standard
21		RCTC Review and Comment	21 days	0%	Wed 10/15/2	Wed 11/12/25	20	22	Standard
22		Design Drawing Development V1.2	10 days	0%	Thu 11/13/25	Wed 11/26/25	21	23	Standard
23		RCTC Review and Approval	21 days	0%	Fri 11/28/25	Mon 12/29/25	22	25	Standard
24		**100% Installation Drawing & BOM Approval**	**105 days**	**0%**	**Tue 12/30/25**	**Thu 5/28/26**			**None**
25		Design Drawing Development V1.0	24 days	0%	Tue 12/30/25	Tue 2/3/26	23	26	Standard
26		RCTC Review and Comment	21 days	0%	Wed 2/4/26	Thu 3/5/26	25	27	Standard
27		Design Drawing Development V1.1	15 days	0%	Fri 3/6/26	Wed 3/25/26	26	28	Standard
28		RCTC Review and Comment	21 days	0%	Thu 3/26/26	Thu 4/23/26	27	29	Standard
29		Design Drawing Development V1.2	10 days	0%	Fri 4/24/26	Thu 5/7/26	28	30	Standard
30		RCTC Review and Approve drawings & BOM	21 days	0%	Fri 5/8/26	Thu 5/28/26	29	51,63,46,6	SBCTA calendar
31		**Installation Plan w/ Checklists**	**123 days**	**0%**	**Mon 8/18/25**	**Wed 2/11/26**			**None**
32		Develop Installation Plan V1.0	30 days	0%	Mon 8/18/25	Mon 9/29/25	18	33	Standard
33		RCTC Review and Comment	21 days	0%	Tue 9/30/25	Tue 10/28/25	32	34	Standard
34		Installation Plan Development V1.1	20 days	0%	Wed 10/29/2	Tue 11/25/25	33	35	Standard
35		RCTC Review and Comment	21 days	0%	Wed 11/26/2	Fri 12/26/25	34	36	Standard
36		Installation Plan Development V1.2	10 days	0%	Mon 12/29/2	Mon 1/12/26	35	37	Standard
37		RCTC Review and Approval	21 days	0%	Tue 1/13/26	Wed 2/11/26	36		Standard
38		**Site Commissioning Test (SCT) Procedures**	**123 days**	**0%**	**Mon 8/18/25**	**Wed 2/11/26**			**None**
39		Site Commissioning Test (SCT) Procedures Development V1.0	40 days	0%	Mon 8/18/25	Mon 10/13/25	18	40	Standard
40		RCTC Review and Comment	21 days	0%	Tue 10/14/25	Tue 11/11/25	39	41	Standard
41		Site Commissioning Test (SCT) Procedures Development V1.1	10 days	0%	Wed 11/12/2	Tue 11/25/25	40	42	Standard

Attachment: ATTACHMENT 7 TO EXHIBIT A - SBCTA_Kapsch_I-15 Preliminary Project Schedule_04222025 (9285 : I-15 Freight & Express

SBCTA_Kapsch I-15 Draft Schedule_ 04222025.mpp

ID	Task Mode	Task Name	Duration	% Complete	Start	Finish	Predecessors	Successors	Task Calendar
42		RCTC Review and Comment	21 days	0%	Wed 11/26/2	Fri 12/26/25	41	43	Standard
43		Site Commissioning Test (SCT) Procedures Development V1.2	10 days	0%	Mon 12/29/2	Mon 1/12/26	42	44	Standard
44		RCTC Review and Approval	21 days	0%	Tue 1/13/26	Wed 2/11/26	43		Standard
45		**Furnished Material Test Plan**	**77 days**	**0%**	**Fri 5/29/26**	**Tue 9/15/26**			**None**
46		Furnished Materials Test Plan Development V1.0	25 days	0%	Fri 5/29/26	Thu 7/2/26	30	47	Standard
47		RCTC Review and Comment	21 days	0%	Fri 7/3/26	Fri 7/31/26	46	48	Standard
48		Furnished Materials Test Plan Development V1.1	10 days	0%	Mon 8/3/26	Fri 8/14/26	47	49	Standard
49		RCTC Review and Comment	21 days	0%	Mon 8/17/26	Tue 9/15/26	48		Standard
50		**As-Built Installation Drawings- Installation Drawings**	**62 days**	**0%**	**Wed 10/25/2**	**Thu 1/18/29**			**None**
51		Develop As-Built Installation Drawings V1.0	10 days	0%	Wed 10/25/2	Tue 11/7/28	30,104	52	Standard
52		RCTC Review and comment	21 days	0%	Wed 11/8/28	Wed 12/6/28	51	53	Standard
53		Develop As-Built Installation Drawings V1.1	10 days	0%	Thu 12/7/28	Wed 12/20/28	52	54	Standard
54		RCTC Review and Approve	21 days	0%	Thu 12/21/28	Thu 1/18/29	53	105	Standard
55		**Pre-Installation Activities**	**877 days**	**0%**	**Thu 2/6/25**	**Wed 7/12/28**			**None**
56		Civil Construction	865 days	0%	Thu 2/6/25	Mon 6/26/28		57FF	Standard
57		DB Turnover Notice Receipt Package	60 days	0%	Tue 4/4/28	Mon 6/26/28	56FF	58,59	Standard
58		Civil Site Inspection Walkthrough & Checklist	10 days	0%	Tue 6/27/28	Mon 7/10/28	57	60	Standard
59		Communications Network Acceptance Walkthrough & Checklist	10 days	0%	Tue 6/27/28	Mon 7/10/28	57	60	Standard
60		Package turnover checklist	2 days	0%	Tue 7/11/28	Wed 7/12/28	58,59	68,71,75	Standard
61		**Procurement & Site Delivery**	**390 days**	**0%**	**Fri 5/29/26**	**Wed 12/8/27**			**None**
62		Buffer for procurement of equipment	120 days	0%	Fri 5/29/26	Fri 11/13/26	30	63	None
63		Issue PO for equipment	90 days	0%	Mon 11/16/2	Fri 3/26/27	30,62	64	Standard
64		Equipment Site Delivery	90 days	0%	Mon 3/29/27	Mon 8/2/27	63	65	None
65		Equipment Burn-in, Configuration and Testing	90 days	0%	Tue 8/3/27	Wed 12/8/27	64	68,71,75	Standard
66		**Installation & Tuning**	**40 days**	**0%**	**Thu 7/13/28**	**Wed 9/6/28**			**None**
67		**TTMS & CCTV**	**14 days**	**0%**	**Thu 7/13/28**	**Tue 8/1/28**			**None**
68		Install TTMS 24 & CCTV SB4	3 days	0%	Thu 7/13/28	Mon 7/17/28	60,65	69	Standard
69		Configure & commission TTMS 24 & CCTV	2 days	0%	Tue 7/18/28	Wed 7/19/28	68	70	Standard
70		Decommission existing TTMS 24	2 days	0%	Thu 7/20/28	Fri 7/21/28	69	75,88,71	Standard
71		Install TTMS 26 & CCTV SB2	3 days	0%	Mon 7/24/28	Wed 7/26/28	60,65,70	72	Standard
72		Configure & commission TTMS 26 & CCTV	2 days	0%	Thu 7/27/28	Fri 7/28/28	71	73	Standard
73		Decommission existing TTMS 2	2 days	0%	Mon 7/31/28	Tue 8/1/28	72	75,88	Standard
74		**VTMS**	**16 days**	**0%**	**Wed 8/2/28**	**Wed 8/23/28**			**Standard**
75		Install VTMS SB2, antenna & equipment in cabinet	5 days	0%	Wed 8/2/28	Tue 8/8/28	65,60,70,7	76	Standard
76		Configuration & commission VTMS	2 days	0%	Wed 8/9/28	Thu 8/10/28	75	77	Standard
77		Decommission old VTMS SB2 (software)	1 day	0%	Fri 8/11/28	Fri 8/11/28	76	78,82	Standard
78		Install Ramp VTMS SB1, antenna, CCTV & Equipment in cabinet	5 days	0%	Mon 8/14/28	Fri 8/18/28	77	79,90SS	Standard
79		Configuration & Commission VTMS	2 days	0%	Mon 8/21/28	Tue 8/22/28	78	80	Standard
80		Decommission old VTMS SB1(software)	1 day	0%	Wed 8/23/28	Wed 8/23/28	79	82	Standard
81		**CMS**	**10 days**	**0%**	**Thu 8/24/28**	**Wed 9/6/28**			**Standard**
82		Install equipment in cabinet and CCTV	3 days	0%	Thu 8/24/28	Mon 8/28/28	80,77	83	Standard

Attachment: ATTACHMENT 7 TO EXHIBIT A - SBCTA_Kapsch_I-15 Preliminary Project Schedule_04222025 (9285 : I-15 Freight & Express

SBCTA_Kapsch I-15 Draft Schedule_ 04222025.mpp

ID	Task Mode	Task Name	Duration	% Complete	Start	Finish	Predecessors	Successors	Task Calendar
83		Relocate CMS 3 (by DB)	3 days	0%	Tue 8/29/28	Thu 8/31/28	82	84	Standard
84		Configuration & commission sign	3 days	0%	Fri 9/1/28	Tue 9/5/28	83	85,90FF+3	Standard
85		Decommission old site	1 day	0%	Wed 9/6/28	Wed 9/6/28	84		Standard
86		**Site Commissioning Testing & Report**	**110 days**	**0%**	**Wed 8/2/28**	**Tue 1/2/29**			**Standard**
87		**Site Commissioning Testing**	**110 days**	**0%**	**Wed 8/2/28**	**Tue 1/2/29**			**Standard**
88		Conduct Dry Runs (TTMS & CCTV)	5 days	0%	Wed 8/2/28	Tue 8/8/28	70,73	89	Standard
89		Conduct Site Acceptance Testing - (TTMS & CCTV)	2 days	0%	Wed 8/9/28	Thu 8/10/28	88	90,95	Standard
90		Conduct Dry runs - (VTMS & CMS)	15 days	0%	Mon 8/21/28	Fri 9/8/28	89,78SS,84	91	Standard
91		Conduct Site Acceptance Testing - (VTMS & CMS)	5 days	0%	Mon 9/11/28	Fri 9/15/28	90	92	Standard
92		Punchlist Resolution	2 days	0%	Mon 9/18/28	Tue 9/19/28	91	93	Standard
93		Site Commissioning Complete	0 days	0%	Tue 9/19/28	Tue 9/19/28	92	95FF+2 da	Standard
94		**Site Commissioning Test (SCT) Report**	**81 days**	**0%**	**Tue 9/12/28**	**Tue 1/2/29**			**Standard**
95		Site Commissioning Test (SCT) Report Development V1.0	8 days	0%	Tue 9/12/28	Thu 9/21/28	93FF+2 day	96	Standard
96		RCTC Review and Comment	21 days	0%	Fri 9/22/28	Fri 10/20/28	95	97	Standard
97		Site Commissioning Test (SCT) Report Development V1.1	5 days	0%	Mon 10/23/2	Fri 10/27/28	96	98	Standard
98		RCTC Review and Comment	21 days	0%	Mon 10/30/2	Mon 11/27/28	97	99	Standard
99		Site Commissioning Test (SCT) Report Development V1.2	5 days	0%	Tue 11/28/28	Mon 12/4/28	98	100	Standard
100		RCTC Review and Approval	21 days	0%	Tue 12/5/28	Tue 1/2/29	99	105	Standard
101		**Commissioning & Go-Live**	**25 days**	**0%**	**Wed 9/20/28**	**Tue 10/24/28**			**Standard**
102		Dry runs for end to end testing (trip building workflow)	20 days	0%	Wed 9/20/28	Tue 10/17/28	93	103	Standard
103		Witness Testing	5 days	0%	Wed 10/18/2	Tue 10/24/28	102	104	Standard
104		Go-Live	0 days	0%	Tue 10/24/28	Tue 10/24/28	103	51,105	Standard
105		Project Completion	1 day	0%	Fri 1/19/29	Fri 1/19/29	104,100,54		Standard

Attachment: ATTACHMENT 7 TO EXHIBIT A - SBCTA_Kapsch_I-15 Preliminary Project Schedule_04222025 (9285 : I-15 Freight & Express

EXHIBIT "B"
"COMPENSATION SUMMARY"

Attachment: EXHIBIT B Compensation Summary - TO BE ADDED WITH AGENDA ITEM CONTRACT (9285 : I-15 Freight & Express Lanes-

EXHIBIT "B"

COMPENSATION SUMMARY[1]

TASK NUMBER	TASK DESCRIPTION	COST
Price Form 1	D&D Work	$ 2,724,009.46
Price Form 2	Bonds and Insurance	306,680.96
	SUBTOTAL	**3,030,690.42**
	OTHER DIRECT COSTS	
	TOTAL COSTS	**$ 3,030,690.42**

[1] Board of Directors authorization pertains to total contract award amount. Compensation adjustments between consultants may occur; however, the maximum total compensation authorized may not be exceeded.

Attachment: EXHIBIT B Compensation Summary - TO BE ADDED WITH AGENDA ITEM CONTRACT (9285 : I-15 Freight & Express Lanes-

Contract Summary Sheet

General Contract Information

Contract No: 22-1002721 Amendment No.: 1

Contract Class: Payable Department: Finance

Vendor No.: 01768 Vendor Name: Riverside County Transportation Commission

Description: I-15 Corridor Freight and Express Lanes Project - Contract 1 - Cooperative Agreement with RCTC

List Any Related Contract Nos.: 23-1002925

Dollar Amount

Original Contract	$	3,541,000.00	Original Contingency	$	-
Prior Amendments	$	-	Prior Amendments	$	-
Prior Contingency Released	$	-	Prior Contingency Released (-)	$	-
Current Amendment	$	-	Current Amendment	$	-
Total/Revised Contract Value	**$**	**3,541,000.00**	**Total Contingency Value**	**$**	**-**
			Total Dollar Authority (Contract Value and Contingency)	**$**	**3,541,000.00**

Contract Authorization

Board of Directors Date: 07/02/2025 Board Item # 9285

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? N/A N/A

Local Funding Agreement N/A

Accounts Payable

Estimated Start Date: 05/03/2023 Expiration Date: 04/30/2071 Revised Expiration Date:

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

	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding: $ 3,541,000.00	Total Contingency: $ -
GL:	4110	40	0820	0831	52005	48001200		I-15 Contract 1	3,541,000.00	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-

Philip Chu
Project Manager (Print Name)

Kristi Harris
Task Manager (Print Name)

Additional Notes: Estimated capital cost, agreement also provides for an annual transfer of toll revenue to RCTC. Advance to (receivable) will be recorded in Fund 4110, MSI Freeway, and advances from (liability) in Fund 7560 I-15 Contract 1 Express Lanes for these costs. The cash will then be transferred from fund 7560 to 4110.

Attachment: 22-1002721 CSS I-15 Cooperative Agreement Amend 01 (9285 : I-15 Freight & Express Lanes- Riverside County Toll System

SBCTA AGREEMENT No. 22-1002721-01
RCTC AGREEMENT No. 23-31-028-00-01

**AMENDMENT NO. 1 TO COOPERATIVE AGREEMENT
FOR INTERSTATE 15 CORRIDOR FREIGHT AND EXPRESS LANES PROJECT – CONTRACT 1
BETWEEN SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AND RIVERSIDE COUNTY TRANSPORTATION COMMISSION**

This Amendment No. 1 to Cooperative Agreement for Interstate 15 (I-15) Corridor Freight and Express Lanes Project – Contract 1 (Cooperative Agreement) is made and entered into this ___ day of _____, 2025, by and between the San Bernardino County Transportation Authority (SBCTA) and the Riverside County Transportation Commission (RCTC). SBCTA and RCTC are sometimes referred to herein individually as "Party," and collectively as "Parties."

Recitals

A. WHEREAS, SBCTA and RCTC entered into the Cooperative Agreement for the purposes of setting forth the roles and obligations of the Parties as they relate to the construction and operation of express lanes in Riverside County by SBCTA;

B. WHEREAS, RCTC requested improvements described in Exhibit F of the Cooperative Agreement and provided an initial CMAQ funds apportionment of $15,000,000 based on initial estimate of costs associated with the requested improvements;

C. WHEREAS, Exhibit F Note 1 of the Cooperative Agreement specifies that an Amendment shall be executed to incorporate an updated Exhibit F – Table 1 to reflect actual construction award values;

D. WHEREAS, the Cooperative Agreement specifies that RCTC and SBCTA shall update the CMAQ apportionment transfer based on actual award values as noted in the updated Exhibit F.

Terms

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually understood and agreed by SBCTA and RCTC as follows:

DRAFT

Attachment: SBCTA- 22-1002721 Amend 01 - RCTC Agreement No. 23-31-028-01 - Final (9285 : I-15 Freight & Express Lanes- Riverside County

1. Replace Exhibit F – Table 1: Cantu-Galleano Ranch Road Improvements Costs Estimate in its entirety with the following Table 1: Cantu-Galleano Ranch Road Improvements Costs, reflecting the actual construction award values.

Table 1: Cantu-Galleano Ranch Road Improvements Costs

Construction Costs		
Time Related Overhead (TRO)	$	490,500
Temporary Construction	$	5,100
Excavation	$	1,012,470
Drainage	$	637,290
BMP's	$	271,530
Roadway	$	4,161,220
Landscape	$	152,520
Barrier	$	1,211,160
Maintenance of Traffic (MOT)	$	1,019,000
Retaining Wall	$	849,350
Lighting and Electrical	$	1,228,030
Sound Wall	$	-
Structure	$	-
Utility	$	-
Supplemental Work	$	169,820
State Furnished Materials	$	177,500
Mobilization	$	1,226,500
Design Contingency	$	-
Construction Costs - Sub-Total	$	12,611,990
Pricing Escalation Factor	$	-
Construction Costs	$	12,611,990
Construction Contingency (SBCTA-Managed)	$	1,261,199
Construction Management	$	1,030,919
Caltrans Construction Support	$	206,184
PS&E Team - Design	$	350,000
PS&E Team - Construction Support	$	24,029
RCTC Toll System and Operation Modifications		
RCTC TSP Costs (SBCTA Contract)	$	2,675,504
RCTC TSP Costs (RCTC Contract)	$	194,190
Tolling Support (SBCTA Contract)	$	129,600
Sub-Total Cost (CMAQ - SBCTA-Managed)	**$**	**18,483,615**
Construction Contingency (RCTC-Managed)	$	779,355
Sub-Total Cost (Total CMAQ)	**$**	**19,262,970**
Construction Stage Impact	$	310,000
Total CGR Improvements Costs	**$**	**19,572,970**

Attachment: SBCTA- 22-1002721 Amend 01 - RCTC Agreement No. 23-31-028-01 - Final (9285 : I-15 Freight & Express Lanes- Riverside County

2. Exhibit F – Page 1, Paragraph 2 (following the bulleted list of scope items of the improvements) is revised in its entirety to read as follows:

   "Table 1 provides final costs for the Cantu-Galleano Ranch Road Improvements Costs based on actual construction award values."

3. Exhibit F – Note 1 is deleted in its entirety and marked "Reserved".

4. Exhibit F – Note 2 is revised in its entirety to read as follows:

   "RCTC Toll System and Operation Modifications costs associated with the Cantu-Galleano Ranch Road Improvements, including the additional pricing sign at the SR-60 connector ramp, is based upon pricing received from RCTC Toll Service Provider."

5. Exhibit F – Note 3 is deleted in its entirety and marked "Reserved".

6. Exhibit F – Note 4 is modified to delete the following:

   ", updated to reflect the actual construction award values,"

7. Exhibit F – Note 5 is revised in its entirety to read as follows:

   "The Construction Contingency (SBCTA-Managed) is a fixed percentage applied to the Construction Costs. This value is shown in Table 1 and is part of the RCTC's CMAQ apportionment to SBCTA."

8. Exhibit F – Note 6 is revised in its entirety to read as follows:

   "The Construction Contingency (RCTC-Managed) is a fixed budgetary value set by RCTC. This budgetary value is shown in Table 1 and is part of RCTC's CMAQ apportionment to SBCTA, and shall be managed at the sole discretion of RCTC and cannot be expended by SBCTA without direct written approval of RCTC. Upon the final accounting of the project construction costs, RCTC and SBCTA shall mutually agree to the final reconciliation of the RCTC-Managed Construction Contingency and the mechanisms to either refund any remaining funds or reimburse any agreed upon overages."

9. The Recitals set forth above are incorporated herein by this reference.

10. Except as amended by this Amendment No. 1, all other provisions of the Cooperative Agreement shall remain in full force and effect and are incorporated herein by this reference.

11. This Amendment No. 1 may be executed and delivered in any number of counterparts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same agreement.

DRAFT

Attachment: SBCTA- 22-1002721 Amend 01 - RCTC Agreement No. 23-31-028-01 - Final (9285 : I-15 Freight & Express Lanes- Riverside County

12. This Amendment No. 1 may be signed using an electronic signature.

13. This Amendment No. 1 is effective when fully executed by both Parties.

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

Attachment: SBCTA- 22-1002721 Amend 01 - RCTC Agreement No. 23-31-028-01 - Final (9285 : I-15 Freight & Express Lanes- Riverside County

SBCTA AGREEMENT No. 22-1002721-01
RCTC AGREEMENT No. 23-31-028-00-01

SIGNATURE PAGE TO
AMENDMENT NO. 1 TO COOPERATIVE AGREEMENT
FOR INTERSTATE 15 CORRIDOR FREIGHT AND EXPRESS LANES PROJECT – CONTRACT 1
BETWEEN SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AND
RIVERSIDE COUNTY TRANSPORTATION COMMISSION

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

By: _____

Its: _____

APPROVED AS TO FORM:
BEST & KRIEGER LLP

By: _____
Counsel to Riverside County Transportation Commission

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____

Its: Executive Director

APPROVED AS TO FORM:

By: _____
General Counsel to San Bernardino County Transportation Authority

DRAFT

Attachment: SBCTA- 22-1002721 Amend 01 - RCTC Agreement No. 23-31-028-01 - Final (9285 : I-15 Freight & Express Lanes- Riverside County

Minute Action

AGENDA ITEM: 39

Date: July 2, 2025

Subject:
Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with DesertXpress Enterprises, LLC

Recommendation:
That the Board, acting as the San Bernardino County Transportation Authority (SBCTA):

Authorize the Executive Director, or their designee, to negotiate, finalize, and execute Amendment No. 5 to Agreement No. 23-1002894, Disposition and Development Agreement with DesertXpress Enterprises, LLC and the City of Rancho Cucamonga, upon approval as to form by SBCTA General Counsel.

Background:
Following the approval of Amendment No. 4 to the Disposition and Development Agreement (DDA) in July 2024, DesertXpress Enterprises, LLC, dba Brightline West (BLW) approached staff with a proposal to modify the station property, which will be retained by the City of Rancho Cucamonga (City) and the San Bernardino County Transportation Authority (SBCTA), to locate a shared Pick Up / Drop Off (PUDO) facility, to allow more efficient movement of vehicles dropping off and picking up riders of the various transit options collocated on the Cucamonga Station site. The location of the PUDO on the property retained by the City and SBCTA displaces some of the open-air parking at the Cucamonga Station into the surface property parking located on the ground level of BLW's parking garage. The relocation of BLW's pick up and drop off facilities to the shared PUDO results in greater space within the BLW parking structure to accommodate the lost open-air parking spaces.

There are two primary items of negotiation that remain outstanding. The first is how the parties will address the minimum number of parking stalls that BLW is required to maintain at the Cucamonga Station during construction. The parties previously negotiated an absolute minimum of 400 parking spaces; however, BLW has reopened this item for negotiation because the City is in talks with another developer interested in purchasing and developing the 1.85-acre, City-Owned property at the southeast corner of Anaheim Place and Azusa Court (the Milliken Site). The Milliken Site is improved with a 195-parking stall parking lot on it. The DDA provides that these spaces are available to BLW via a paid temporary construction easement to offset the reductions in parking supply on the Cucamonga Station site during the construction phases. The anticipated sale of the Milliken Site to a third-party developer reduces the amount of parking available to offset the construction impacts, which BLW is required to mitigate, so BLW is seeking a reduction in the minimum number of parking stalls that must be maintained at all times.

The second item is how the parties address credits and/or costs associated with the potential alternate location of Ontario International Airport Connector (ONT Connector) Project's Rancho Cucamonga station. When the DDA was first negotiated, the ONT Connector's design located the Rancho Cucamonga end of the tunnel as terminating in the west portion of the Cucamonga Station parking fields; SBCTA safeguarded that design by negotiating the reservation of an underground tunnel easement right that clips the southwest corner of the BLW

parking structure. As the design of the ONT Connector Project progresses, an alternative station located in the ground level of the BLW parking structure has been identified. The amendment must address how the parties will handle the potential redesign of the ground level of the parking structure to accommodate a future ONT Connector station. Said redesign is anticipated to result in increased design and engineering costs and some increases in construction costs for BLW, but is also expected to reduce construction costs, as the underground bridge supporting the southwest corner of the parking structure above the presently negotiated underground tunnel easement would no longer be needed.

Amendment No. 5 of the DDA includes making changes to the Covenants, Conditions & Restrictions. Below is a summary of the changes being proposed.

- BLW will construct PUDO and relocate/reconfigure the existing bus loop to accommodate the PUDO.
- BLW will maintain the PUDO area and carry insurance for liability arising in the PUDO area.
- BLW and the City will meet annually to agree on maintenance levels and a budget for the PUDO area. This cost is to be shared between BLW and the City in proportion to the square footage of the surface property to the square footage of the parking garage serving BLW's Station.
- Zero cost temporary construction easement/right of entry in the PUDO area during the construction of the PUDO and relocated bus loop.
- Conditional upon the City selling the Milliken Site:
    - A reduction in the absolute minimum number of parking spaces provided during construction (from 400).
    - BLW to collect parking demand data over the next two years and seek approval from the City and SBCTA for an approved lower minimum amount of parking.
- Updated legal descriptions and plats reflecting the PUDO area and the expanded size of the surface property retained by the City and SBCTA on the first floor of the parking structure.
- A requirement that BLW accommodate, upon request by SBCTA, the ONT Connector Project design for a station located within the ground level of the BLW parking structure, to be conditioned upon a negotiated price which takes into account the additional design and construction costs to do so, less a credit against the construction cost savings of no longer requiring the BLW parking structure to bridge across an underground tunnel.

Delegation of authority to the Executive Director, or their designee, will permit BLW, SBCTA, and the City to finalize language addressing the above points in advance of the printing of Amendment No. 5 for approval by the City at their July 16, 2025 City Council meeting and to execute the amendment in time for a late July or early August close of escrow.

Financial Impact:
This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026. Proceeds from the sale of the property jointly held by the City and SBCTA will be split between the City and SBCTA, less any escrow costs apportioned to the seller in the transaction. SBCTA's share of the net proceeds will be returned to the Rail Assets Fund.

Reviewed By:
This item has not received prior policy committee or technical advisory committee review. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft amendment. This item is being brought straight to July Board in order to accommodate BLW's request for a late July / early August close of escrow.

Responsible Staff:
Ryan Aschenbrenner, Right of Way Manager

Contract Summary Sheet

General Contract Information

Contract No: 23-1002894 Amendment No.: 5

Contract Class: Payable Department: Transit

Vendor No.: 03635 Vendor Name: DESERTXPRESS ENTERPRISES, LLC

Description: Disposition and Development Agreement for Brightline West Highspeed Rail - Amendment 5

List Any Related Contract Nos.:

Dollar Amount					
Original Contract	$	50,000.00	Original Contingency	$	-
Prior Amendments	$	-	Prior Amendments	$	-
Prior Contingency Released	$	-	Prior Contingency Released (-)	$	-
Current Amendment	$	-	Current Amendment	$	-
Total/Revised Contract Value	**$**	**50,000.00**	**Total Contingency Value**	**$**	**-**
	Total Dollar Authority (Contract Value and Contingency)			**$**	**50,000.00**

Contract Authorization

Board of Directors Date: 07/02/2025 Board Item # 11763

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? N/A No Budget Adjustment

Local Escrow Agreement One-Time Payments

Accounts Payable

Estimated Start Date: 10/05/2022 Expiration Date: 06/30/2031 Revised Expiration Date:

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

	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding: $ 50,000.00	Total Contingency: $ -
GL:	1080	30	0313	0360	53750	43022000		Rail Asset General Revenue	50,000.00	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-

Ryan Aschenbrenner
Project Manager (Print Name)

Victor Lopez
Task Manager (Print Name)

Additional Notes: Amendment 5 makes no fiscal changes to the escrow agreement. AP for Closing costs/fees assocated with escrow for disposition of SBCTA/City real property. Within ten (10) business days after the date the DDA is executed and delivered to Developer, the Developer shall deposit the sum of $50,000 with Escrow Holder as a deposit.

Attachment: CSS - 23-1002894_05 (PRINT) [Revision 1] (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894

FIFTH AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT

THIS FIFTH AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT ("**Amendment**") is entered into as of _____, 2025 by and among CITY OF RANCHO CUCAMONGA, a California municipal corporation ("**City**"), SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, a public entity ("**SBCTA**"; City and SBCTA, collectively, "**Seller**"), and DESERTXPRESS ENTERPRISES, LLC, a Nevada limited liability company d/b/a Brightline West ("**Developer**").

RECITALS

A. Developer and Seller are parties to that certain Disposition and Development Agreement dated as of October 5, 2022 ("**Original Agreement**"), as amended by that certain First Amendment to Disposition and Development Agreement dated as of February 2, 2023 ("**First Amendment**"), that certain Second Amendment to Disposition and Development Agreement dated as of March 6, 2023 ("**Second Amendment**"), that certain Third Amendment to Disposition and Development Agreement dated as of March 30, 2023 ("**Third Amendment**"), and that certain Fourth Amendment to Disposition and Development Agreement dated as of November 14, 2024 ("**Fourth Amendment**" and together with the Original Agreement, First Amendment, Second Amendment, Third Amendment, the Fourth Amendment, and this Amendment, collectively the "**DDA**"), pursuant to which Developer agreed to develop a train station and related infrastructure located in Rancho Cucamonga, California ("**Property**"), as more particularly described in the DDA.

B. All capitalized terms used but not defined herein shall have the meanings ascribed such terms in the DDA.

C. The parties desire to amend the DDA upon the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller and Developer agree as follows:

AGREEMENT

1. Incorporation of Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

2. Site Plan. The Site Plan previously attached to the DDA as Exhibit "C" (as modified by the Fourth Amendment) is hereby deleted in its entirety and replaced with the revised Site Plan attached hereto as Exhibit "C-1", which is hereby incorporated into the DDA by this reference. The revised Site Plan reflects, among other modifications, an updated passenger pick-up and drop-off area ("**PUDO**") within the Transit Center, a modified bus loop ("**Bus Loop**"), a revised Station Property and Reserved Property, reconfigured Metrolink parking both within the Transit Center and under the Station Property, and a revised configuration of service-related infrastructure within the Milliken Triangle Easement to accommodate fire access as requested by the Rancho Cucamonga Fire Protection District. Construction phasing plans are attached hereto

DRAFT

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

as Exhibit "C-2", which delineate construction phasing to maintain uninterrupted Metrolink operations ("**Phasing Plans**"); provided, however, the availability of the Milliken Site for parking is subject to the terms of the DDA.

3. Revised Legal Descriptions. The legal descriptions previously included as Exhibit "A-3" through Exhibit "A-7", inclusive, (as modified by the Fourth Amendment) to the DDA are hereby deleted in their entirety and replaced with the revised Exhibit "A-3" through Exhibit "A-8" attached hereto. The legal descriptions previously included as Exhibit "B" and Exhibit "C" to the Grant Deed (as modified by the Fourth Amendment), which is Exhibit "B" to the DDA, are hereby deleted in their entirety and replaced with the revised Exhibit "B" and Exhibit "C" attached hereto. The depiction of the DXE Property in Exhibit "D2" to the Milliken Triangle Easement, which is Exhibit "G" to the DDA, is hereby deleted in its entirety and replaced with the revised Exhibit "D2" attached hereto.

4. Construction, Operation, and Maintenance of PUDO and Bus Loop. Developer shall, at its sole cost and expense, construct the reconfigured PUDO and the modified Bus Loop as part of its construction of the Improvements under the DDA. Following completion and acceptance of the Bus Loop improvements by the City, the City shall be solely responsible for the operation and maintenance of the Bus Loop. The operation and maintenance of the PUDO is addressed in the CC&Rs recorded against the Station Property, the Reserved Property and the PUDO.

5. Revised CC&Rs. The parties acknowledge and agree that they previously reviewed and mutually approved the form of the CC&Rs. Notwithstanding the foregoing, the parties have subsequently revised the form of the CC&Rs, and such revised form shall supersede and replace the previously approved CC&Rs for all purposes under the DDA. A complete copy of the revised CC&Rs is attached to this Amendment as Schedule 1 and is hereby incorporated by reference into the DDA. From and after the date hereof, all references in the Agreement to the CC&Rs shall be deemed to refer to the revised CC&Rs attached hereto as Schedule 1.

6. Access and Traffic Signal Improvements. The intersection of Anaheim Place and Azusa Court shall be designed for a 2-way stop and a future traffic signal. The initial construction shall include full buildout of the intersection, including conduit/raceway for the future traffic signal and space for the future poles and support infrastructure. The parties have separately agreed to a process for developing a traffic signal in the revised CC&Rs.

7. Metrolink Parking Availability. Developer shall use commercially reasonable efforts to deliver covered Metrolink parking spaces within the Reserved Property as early as reasonably feasible in the construction process, with the goal of providing Metrolink parking availability prior to full completion of the Improvements. The City shall reasonably cooperate with Developer to facilitate such early availability to the extent possible.

8. Modified Closing Conditions. The following Seller Condition to Close of Escrow in Section 2.5 of the DDA are hereby modified as follows:

"2.5.1 All critical governmental permits, licenses, and approvals for the development and construction of the Project shall have been issued except for any (i) fire

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Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

department permits which require 100% construction drawings or (ii) offsite permits from the City within the public right of way; provided, however, with respect to the foregoing two exceptions, construction drawings with respect thereto shall be 60% designed and Developer will incorporate City/SBCTA's reasonable comments (or all comments from the fire department) into the 100% drawings for City/SBCTA's reasonable approval (or any approval from the fire department), and NEPA shall have been complied with respect to such permits, licenses, and approvals, as applicable, all as shown by reasonable evidence delivered to Seller. Additionally, Developer shall fund an additional $2,000,000 holdback payment at the Closing, which shall be held by Escrow until Developer obtains such (i) City fire department permits and (ii) offsite permits from the City within the public right of way."

9. Early Construction. Developer shall have the right to commence early construction activities prior to the Closing as shown on and consistent with the Phasing Plans, which entry shall be pursuant to the terms and conditions of a separate right of entry permit as agreed and signed by the parties.

10. Full Force and Effect. This Amendment, together with the DDA, as previously amended, constitutes the entire agreement between Seller and Developer regarding the matters set forth herein or therein, and supersedes any and all prior and/or contemporaneous oral or written negotiations, agreements or understandings. Except as otherwise specifically provided herein, the DDA shall remain unmodified and shall continue in full force and effect.

11. Counterparts; Execution by Electronic Means. This Amendment may be signed by the parties in two or more counterparts which, including the execution and transmission via electronic means without the need to exchange original signatures, when taken together, shall constitute one and the same instrument and shall have the same force and effect as if the originally executed copies of this Amendment were delivered to all parties.

[SIGNATURES ON FOLLOWING PAGE]

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Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date and year first above written.

SELLER:

CITY OF RANCHO CUCAMONGA,
a California municipal corporation

By: _____
Name: _____
Title: _____

APPROVED AS TO LEGAL FORM:

_____

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY,
a public entity

By: _____
Name: _____
Title: _____

APPROVED AS TO LEGAL FORM:

_____

DEVELOPER:

DESERTXPRESS ENTERPRISES, LLC,
a Nevada limited liability company

By: _____
Name: _____
Title: _____

APPROVED AS TO LEGAL FORM:

_____

DRAFT

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

EXHIBITS "A-3" – A-8

CITY/SBCTA PROPERTY

[See Attached]

DRAFT

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

EXHIBIT 'A-3'

Legal Description of the City/ SBCTA Property

APN: 0209-272-11, 0209-272-22, & 0209-143-21

That portion of Parcel 15 of Parcel Map No. 14647 in the City of Rancho Cucamonga, County of San Bernardino, State of California, filed in Book 177, pages 90 through 96, inclusive of Parcel Maps, in the Office of the County Recorder of said County, together with a portion of the SANBAG (formerly A.T. & S.F.) Railroad Right-of-Way, as shown on said Parcel Map, filed in the Office of said County Recorder, within Section 13, Township 1 South, Range 7 West, San Bernardino Meridian, together with a portion of the land described as Rancho Cucamonga Metrolink Station Phase I, in the Grant Deed recorded October 06, 1994, as Document No. 1994-0409793, of Official Records of said County, described as follows:

Parcel "A"

Commencing at the northeast corner of Section 13, of Township 1 South, Range 7 West, San Bernardino Meridian, as shown on said Parcel Map;

Thence along the easterly line of said Section 13, South 00°29'50" East 50.00 feet to the intersection of the easterly prolongation of the northerly line of said Rancho Cucamonga Metrolink Station Phase I;

Thence along said easterly prolongation line South 89°43'55 West 30.00 feet to the northeasterly corner of said Rancho Cucamonga Metrolink Station Phase I;

Thence continuing along said northerly line South 89°43'55 West 12.83 feet to the **Point of Beginning**;

Thence South 00°00'00" West 568.51 feet to the southeasterly line of Parcel 15 per said Parcel Map;

Thence along said southeasterly line South 46°46'47" West 23.71 feet to the southerly line of said Parcel 15;

Thence along said southerly line South 89°36'24" West 269.11 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 117.00 feet;

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Preliminary
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Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

Thence northwesterly, along said curve, being the southwesterly line of said Parcel 15, through a central angle of 29°43’39” an arc length of 60.70 feet;

Thence leaving said southerly line North 00°10’37” West 569.98 feet to said northerly line of the Rancho Cucamonga Metrolink Station Phase I;

Thence along said northerly line North 89°43’55 East 346.26 feet to the **Point of Beginning;**

Excepting therefrom that portion of the land described below as **Parcel “B”**.

Parcel contains 78,716 square feet, more or less.

AND

Parcel “B”

Commencing at the northeast corner of Section 13, of Township 1 South, Range 7 West, San Bernardino Meridian, as shown on said Parcel Map;

Thence along the easterly line of said Section 13, South 00°29’50” East 50.00 feet to the intersection of the easterly prolongation of the northerly line of said Rancho Cucamonga Metrolink Station Phase I;

Thence along said easterly prolongation line South 89°43’55 West 30.00 feet to the northeasterly corner of said Rancho Cucamonga Metrolink Station Phase I;

Thence continuing along said northerly line South 89°43’55 West 12.83 feet;

Thence leaving said easterly prolongation line and northerly line South 00°00’00” East 123.77 feet;

Thence North 90°00’00” West 11.14 feet to the **Point of Beginning;**

Thence South 00°00’00” East 139.00 feet;

Thence North 90°00’00” West 15.75 feet;

Thence South 00°00’00” East 34.50 feet;

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Preliminary
05/21/2025 9:40:53 PM

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

Thence South 89°53’05” East 15.75 feet;

Thence South 00°00’00” East 258.88 feet;

Thence North 90°00’00” West 16.42 feet;

Thence South 00°00’00” East 12.08 feet;

Thence North 90°00’00” West 201.25 feet;

Thence North 00°00’00” East 13.41 feet;

Thence North 89°53’05” West 28.33 feet;

Thence North 00°00’00” West 180.28 feet;

Thence North 90°00’00” West 62.00 feet;

Thence North 00°00’00” West 250.75 feet;

Thence North 90°00’00” East 61.42 feet to a point hereinafter referred to as **Point “A”;**

Thence leaving said **Point “A”** North 90°00’00” East 159.64 feet to a point hereinafter referred to as **Point “B”;**

Thence leaving said **Point “B”** North 90°00’00” East 86.94 feet to the **Point of Beginning;**

Excepting therefrom that portion of the land described below as **Parcel “C”** and **Parcel “D”**.

Parcel contains 122,889 square feet, more or less.

Parcel “C”

Commencing at the above-described **Point “A”**,

Thence leaving said **Point “A”** South 00°00’00” West 7.42 feet to the **Point of Beginning;**

Thence North 90°00’00” East 25.17 feet;

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Preliminary
05/21/2025 9:40:57 PM

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

Thence South 00°06’55” West 15.26 feet;

Thence North 89°53’05” West 25.14 feet;

Thence North 00°00’00” East 15.21 feet to the **Point of Beginning;**

Parcel contains 383 square feet, more or less.

AND

Parcel “D”

Commencing at the above-described **Point “B”**,

Thence leaving said **Point “B”** South 00°00’00” West 7.42 feet to the **Point of Beginning;**

Thence North 90°00’00” East 32.61 feet;

Thence South 00°00’00” East 15.32 feet;

Thence North 89°53’05” West 32.64 feet;

Thence North 00°06’55” East 15.25 feet to the **Point of Beginning;**

Parcel contains 499 square feet, more or less.

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Preliminary
05/21/2025 9:41:02 PM

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

Excepting from Parcel B that eight-foot-high portion of the real property depicted on Exhibits A-8 attached hereto.

See Exhibits 'A-4', 'A-5', 'A-6', 'A-7' and 'A-8' attached hereto and made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act (Bus. & Prof. Code §8700).

Signature: _____
Sean M. Smith, PLS 8233

Date: _____



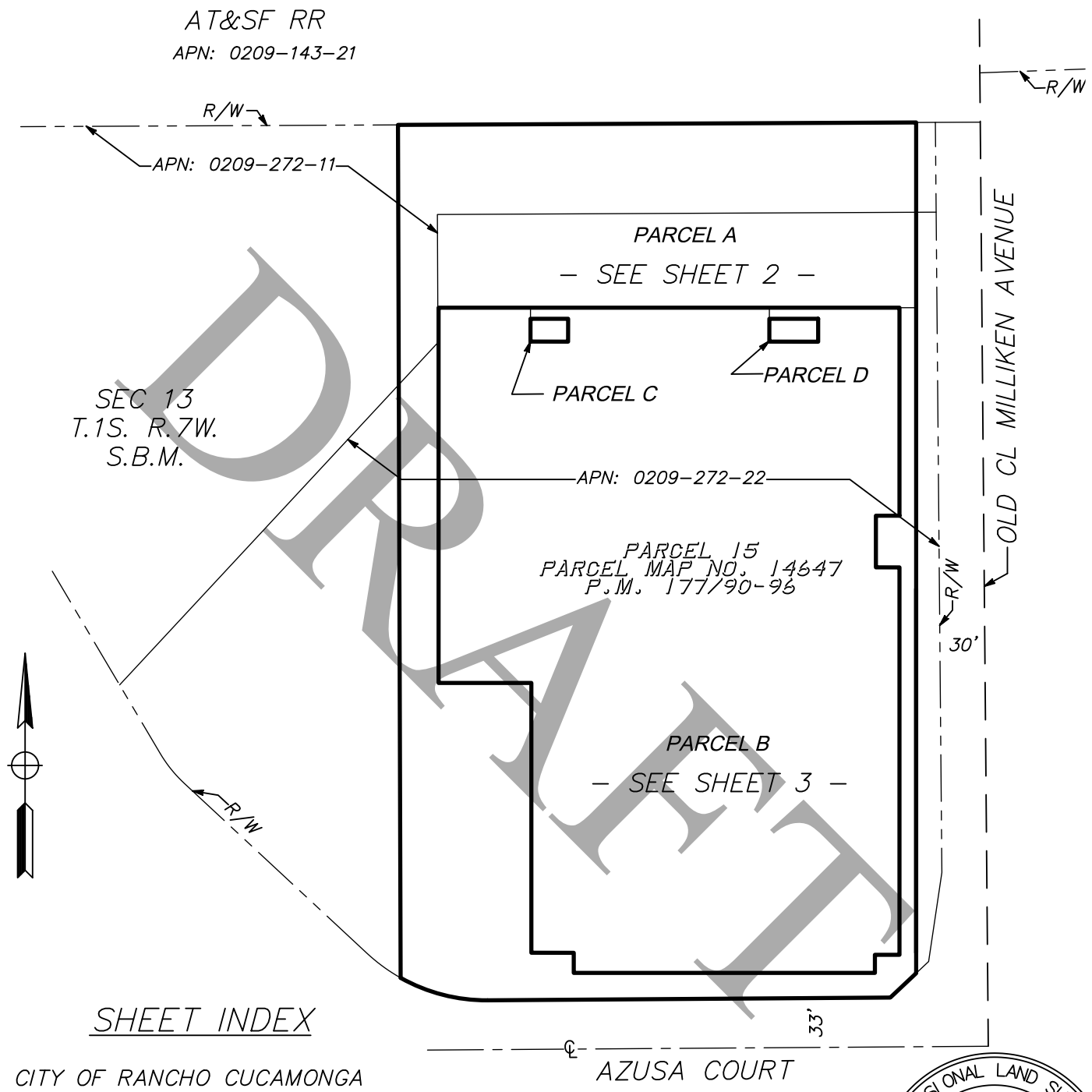
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05/21/2025 9:41:05 PM

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

EXHIBIT 'A-4'

APN	TYPE OF ESTATE	AREA
0209-143-21, 0209-272-11 & 22	FEE	TOTAL: N/A



DRAFT

SHEET INDEX

CITY OF RANCHO CUCAMONGA
COUNTY OF SAN BERNARDINO

LEGEND

▨	Indicates area to be described
POC	Point of Commencement
POB	Point of Beginning
SCE	Southern California Edison
SF	Square Feet

THIS PLAT WAS PREPARED
UNDER MY DIRECTION

Preliminary
05/21/2025 9:41:09 PM

SEAN M. SMITH, PLS 8233 DATE

PROFESSIONAL LAND SURVEYOR
SEAN M. SMITH
No. 8233
STATE OF CALIFORNIA

FEET 0 50 100 200 400

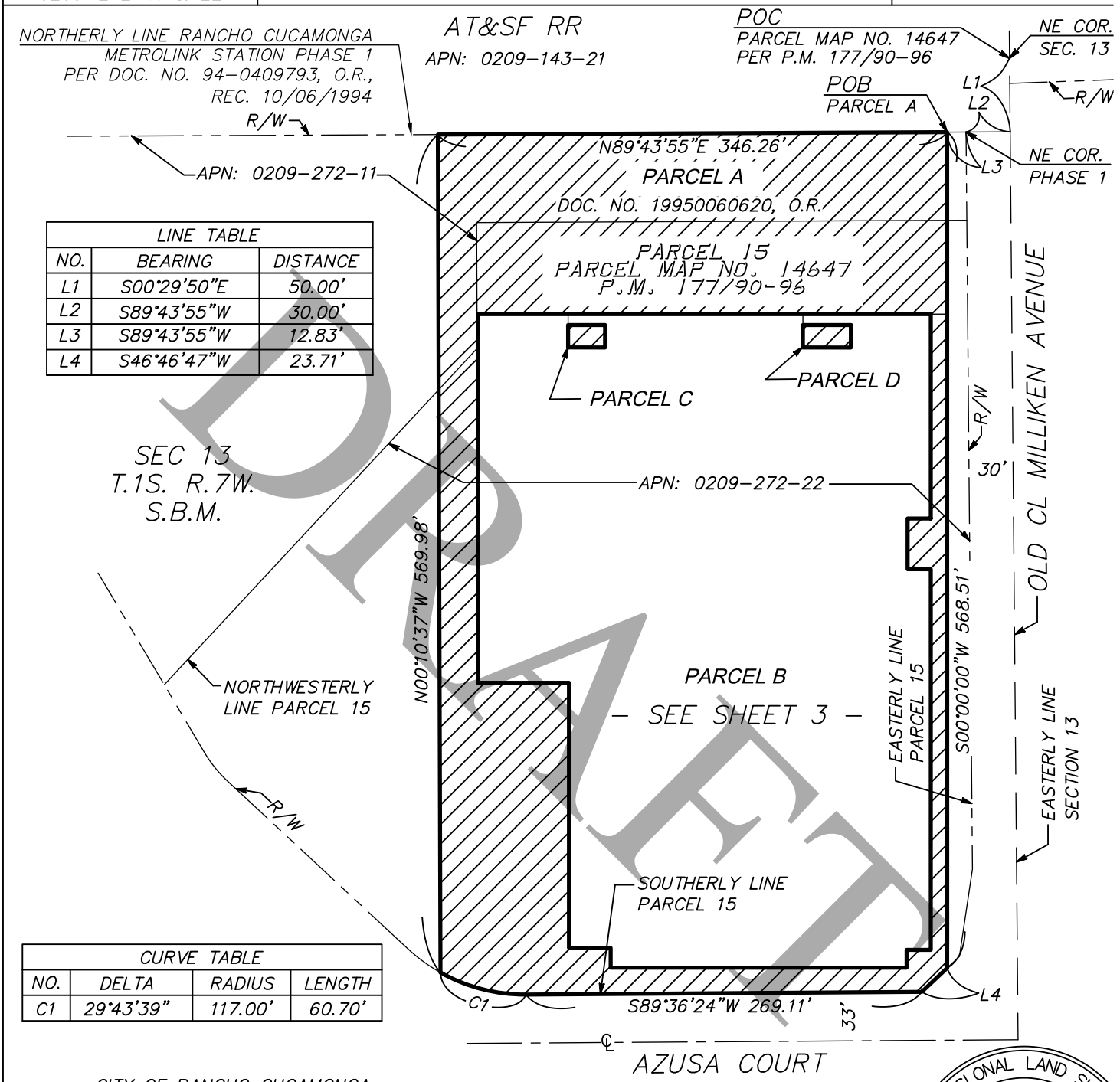
PREPARED BY:
PSOMAS
1650 Spruce Street, Suite 400
Riverside, California 92507
(951)787-8421 www.psomas.com

PREPARED BY	SCALE	SHEET NO.	TOTAL SHEETS
AU	1"=100'	1	

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

EXHIBIT 'A-5'

APN	TYPE OF ESTATE	AREA
0209-143-21, 0209-272-11 & 22	FEE	TOTAL: 78,716 SF



LINE TABLE		
NO.	BEARING	DISTANCE
L1	S00°29'50"E	50.00'
L2	S89°43'55"W	30.00'
L3	S89°43'55"W	12.83'
L4	S46°46'47"W	23.71'

CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	29°43'39"	117.00'	60.70'

CITY OF RANCHO CUCAMONGA
COUNTY OF SAN BERNARDINO

LEGEND

▨	Indicates area to be described
POC	Point of Commencement
POB	Point of Beginning
SCE	Southern California Edison
SF	Square Feet

THIS PLAT WAS PREPARED UNDER MY DIRECTION

Preliminary

05/21/2025 9:41:16 PM

SEAN M. SMITH, PLS 8233 DATE

PROFESSIONAL LAND SURVEYOR ★ SEAN M. SMITH No. 8233 ★ STATE OF CALIFORNIA

FEET 0 50 100 200 400

PREPARED BY:
PSOMAS
1650 Spruce Street, Suite 400
Riverside, California 92507
(951)787-8421 www.psomas.com

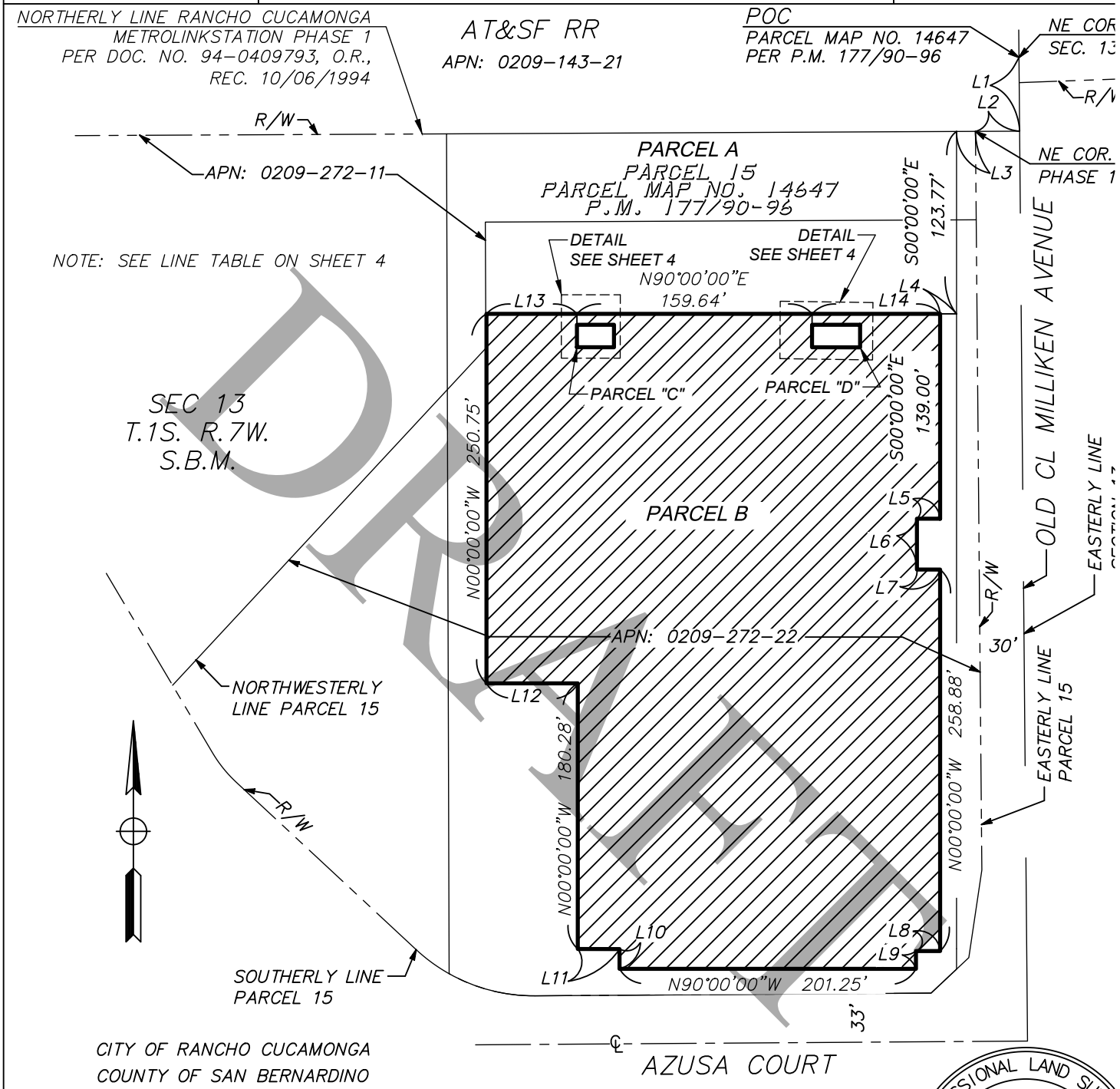
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AU	1"=100'	2	

DRAFT

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

EXHIBIT 'A-6'

APN	TYPE OF ESTATE	AREA
0209-143-21, 0209-272-11 & 22	FEE	TOTAL: 122,889 SF



LEGEND

▨	Indicates area to be described
POC	Point of Commencement
POB	Point of Beginning
SCE	Southern California Edison
SF	Square Feet

THIS PLAT WAS PREPARED UNDER MY DIRECTION

Preliminary
05/21/2025 9:41:25 PM

SEAN M. SMITH, PLS 8233 DATE

PROFESSIONAL LAND SURVEYOR ★ STATE OF CALIFORNIA
SEAN M. SMITH
No. 8233

FEET 0 50 100 200 400

PREPARED BY:
PSOMAS
1650 Spruce Street, Suite 400
Riverside, California 92507
(951)787-8421 www.psomas.com

PREPARED BY	SCALE	SHEET NO.	TOTAL SHEETS
AU	1"=100'	3	

DRAFT

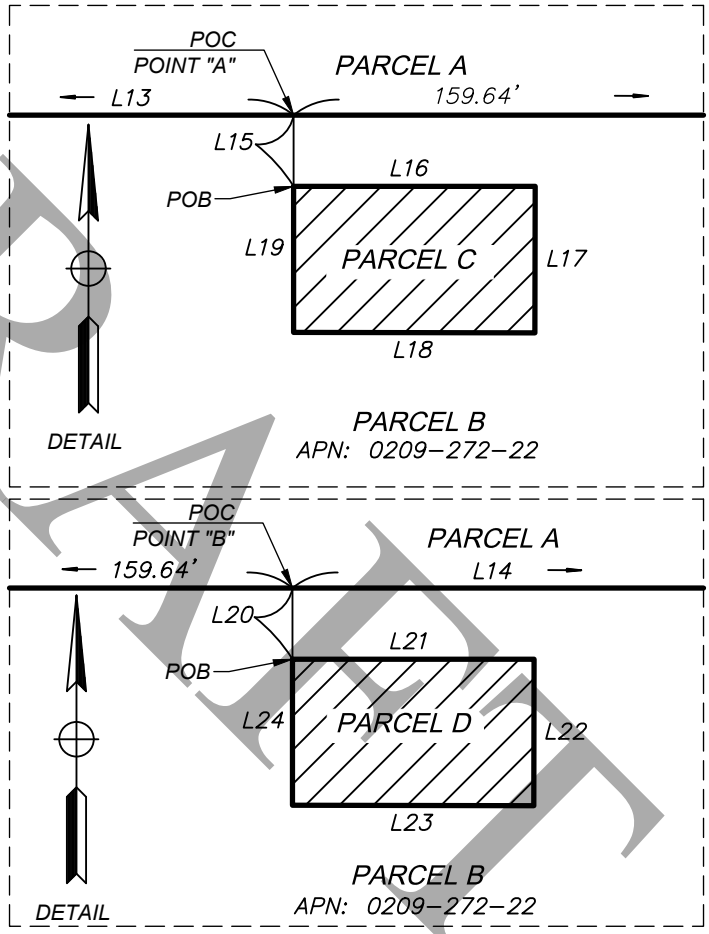
Attachment: 23-100894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-100894 with

EXHIBIT 'A-7'

APN	TYPE OF ESTATE	AREA
0209-143-21, 0209-272-11 & 22	FEE	PARCEL C TOTAL: 383 SF PARCEL D TOTAL: 499 SF

LINE TABLE		
NO.	BEARING	DISTANCE
L1	S00°29'50"E	50.00'
L2	S89°43'55"W	30.00'
L3	S89°43'55"W	12.83'
L4	N90°00'00"W	11.14'
L5	N90°00'00"W	15.75'
L6	S00°00'00"E	34.50'
L7	S89°53'05"E	15.75'
L8	N90°00'00"W	16.42'
L9	S00°00'00"E	12.08'
L10	N00°00'00"W	13.41'
L11	N89°53'05"W	28.33'
L12	N90°00'00"W	62.00'
L13	N90°00'00"E	61.42'
L14	N90°00'00"E	86.94'
L15	S00°00'00"E	7.42'
L16	N90°00'00"E	25.17'
L17	S00°06'55"W	15.26'
L18	N89°53'05"W	25.14'
L19	N00°00'00"E	15.21'
L20	S00°00'00"E	7.42'

LINE TABLE		
NO.	BEARING	DISTANCE
L21	N90°00'00"E	32.61'
L22	S00°00'00"E	15.32'
L23	N89°53'05"W	32.64'
L24	N00°06'55"E	15.25'



CITY OF RANCHO CUCAMONGA
COUNTY OF SAN BERNARDINO

LEGEND

▨	Indicates area to be described
POC	Point of Commencement
POB	Point of Beginning
SCE	Southern California Edison
SF	Square Feet

THIS PLAT WAS PREPARED
UNDER MY DIRECTION

Preliminary
05/21/2025 9:41:32 PM

SEAN M. SMITH, PLS 8233 DATE

PROFESSIONAL LAND SURVEYOR
SEAN M. SMITH
No. 8233
STATE OF CALIFORNIA

FEET 0 50 100 200 400

PREPARED BY:
PSOMAS
1650 Spruce Street, Suite 400
Riverside, California 92507
(951)787-8421 www.psomas.com

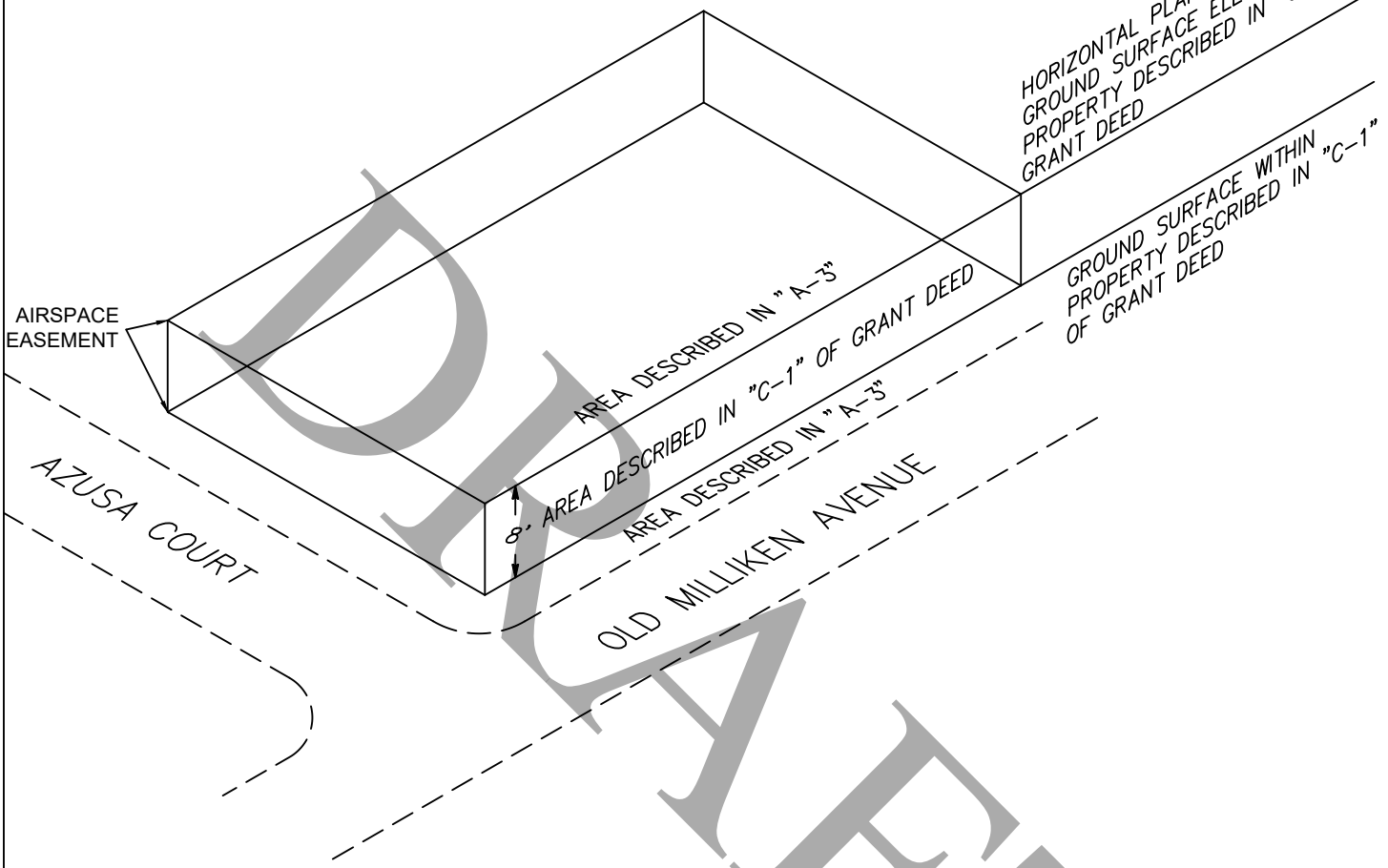
PREPARED BY	SCALE	SHEET NO.	TOTAL SHEETS
AU	1"=100'	4	

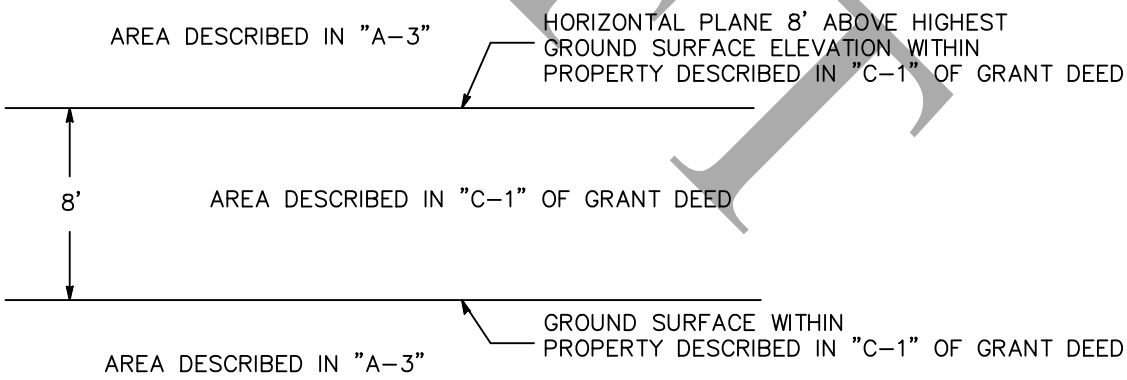
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Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

EXHIBIT 'A-8'

APN	TYPE OF ESTATE	AREA
0209-272-22	FEE	TOTAL: N/A





AIR SPACE RESERVATION PROFILE DETAIL

DRAFT
Preliminary
05/21/2025 9:41:38 PM

CITY OF RANCHO CUCAMONGA
COUNTY OF SAN BERNARDINO

PREPARED BY:
PSOMAS
1650 Spruce Street, Suite 400
Riverside, California 92507
(951)787-8421 www.psomas.com

PREPARED BY	SCALE	SHEET NO.	TOTAL SHEETS
AU	N/A	5	

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

EXHIBITS "B" AND "C" TO GRANT DEED

[See Attached]

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Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

EXHIBIT 'B-1'

Legal Description

APN: 0209-272-22

That portion of Parcel 15 of Parcel Map No. 14647, in the City of Rancho Cucamonga, County of San Bernardino, State of California, filed in Book 177, pages 90 through 96, inclusive, of Parcel Maps, in the Office of the County Recorder of said County, together with a portion of the land described as Rancho Cucamonga Metrolink Station Phase I, in the Grant Deed recorded October 06, 1994, as Document No. 1994-0409793, of Official Records of said County, described as follows:

Commencing at the northeast corner of Section 13, of Township 1 South, Range 7 West, San Bernardino Meridian, as shown on said Parcel Map;

Thence along the easterly line of said Section 13, South 00°29'50" East 50.00 feet to the intersection of the easterly prolongation of the northerly line of said Rancho Cucamonga Metrolink Station Phase I;

Thence along said easterly prolongation line South 89°43'55 West 30.00 feet to the northeasterly corner of said Rancho Cucamonga Metrolink Station Phase I;

Thence continuing along said northerly line South 89°43'55 West 12.83 feet to the **Point of Beginning**;

Thence South 00°00'00" West 568.51 feet to the southeasterly line of Parcel 15 per said Parcel Map;

Thence along said southeasterly line South 46°46'47" West 23.71 feet to the southerly line of said Parcel 15;

Thence along said southerly line South 89°36'24" West 269.11 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 117.00 feet;

Thence northwesterly, along said curve, being the southwesterly line of said Parcel 15, through a central angle of 29°43'39" an arc length of 60.70 feet;

Thence leaving said southerly line North 00°10'37" West 569.98 feet to said northerly line of the Rancho Cucamonga Metrolink Station Phase I;

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Preliminary
05/21/2025 9:41:55 PM

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

Thence along said northerly line North 89°43’55 East 346.26 feet to the **Point of Beginning;**

Parcel contains 78,716 square feet, more or less.

Excepting therefrom that portion of said Parcel 15 per said Parcel Map, described as follows:

Commencing at the northeast corner of Section 13, of Township 1 South, Range 7 West, San Bernardino Meridian, as shown on said Parcel Map;

Thence along the easterly line of said Section 13, South 00°29’50” East 50.00 feet to the intersection of the easterly prolongation of the northerly line of said Rancho Cucamonga Metrolink Station Phase I;

Thence along said easterly prolongation line South 89°43’55 West 30.00 feet to the northeasterly corner of said Rancho Cucamonga Metrolink Station Phase I;

Thence continuing along said northerly line South 89°43’55 West 12.83 feet;

Thence leaving said easterly prolongation line and northerly line South 00°00’00” East 123.77 feet;

Thence North 90°00’00” West 11.14 feet to the **Point of Beginning;**

Thence South 00°00’00” East 139.00 feet;

Thence North 90°00’00” West 15.75 feet;

Thence South 00°00’00” East 34.50 feet;

Thence South 89°53’05” East 15.75 feet;

Thence South 00°00’00” East 258.88 feet;

Thence North 90°00’00” West 16.42 feet;

Thence South 00°00’00” East 12.08 feet;

Thence North 90°00’00” West 201.25 feet;

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Preliminary
05/21/2025 9:42:00 PM

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

Thence North 00°00’00” East 13.41 feet;

Thence North 89°53’05” West 28.33 feet;

Thence North 00°00’00” West 180.28 feet;

Thence North 90°00’00” West 62.00 feet;

Thence North 00°00’00” West 250.75 feet;

Thence North 90°00’00” East 61.42 feet to a point hereinafter referred to as **Point “A”;**

Thence leaving said **Point “A”** North 90°00’00” East 159.64 feet to a point hereinafter referred to as **Point “B”;**

Thence leaving said **Point “B”** North 90°00’00” East 86.94 feet to the **Point of Beginning;**

Excepting therefrom that portion of the land described below as **Parcel “A”** and **Parcel “B”**.

Parcel contains 122,889 square feet, more or less.

Parcel “A”

Commencing at the above-described **Point “A”**,

Thence leaving said **Point “A”** South 00°00’00” East 7.42 feet to the **Point of Beginning;**

Thence North 90°00’00” East 25.17 feet;

Thence South 00°06’55” West 15.26 feet;

Thence North 89°53’05” West 25.14 feet;

Thence North 00°00’00” East 15.21 feet to the **Point of Beginning;**

Parcel contains 383 square feet, more or less.

DRAFT

Preliminary
05/21/2025 9:42:05 PM

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

AND

Parcel "B"

Commencing at the above-described **Point "B"**,

Thence leaving said **Point "B"** South 00°00'00" West 7.42 feet to the **Point of Beginning;**

Thence North 90°00'00" East 32.61 feet;

Thence South 00°00'00" East 15.32 feet;

Thence North 89°53'05" West 32.64 feet;

Thence North 00°06'55" East 15.25 feet to the **Point of Beginning;**

Parcel contains 499 square feet, more or less

The bearings and distances used in the above description are based on the California Coordinate System of 1983, (CCS83), Zone 5, 2010.0 epoch. Divide distances shown by 0.9999392898 to obtain ground distance.

See Exhibits 'B-2','B-3' and 'B-4' attached hereto and made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act (Bus. & Prof. Code §8700).



Signature: _____
Sean M. Smith, PLS 8233

Date: _____

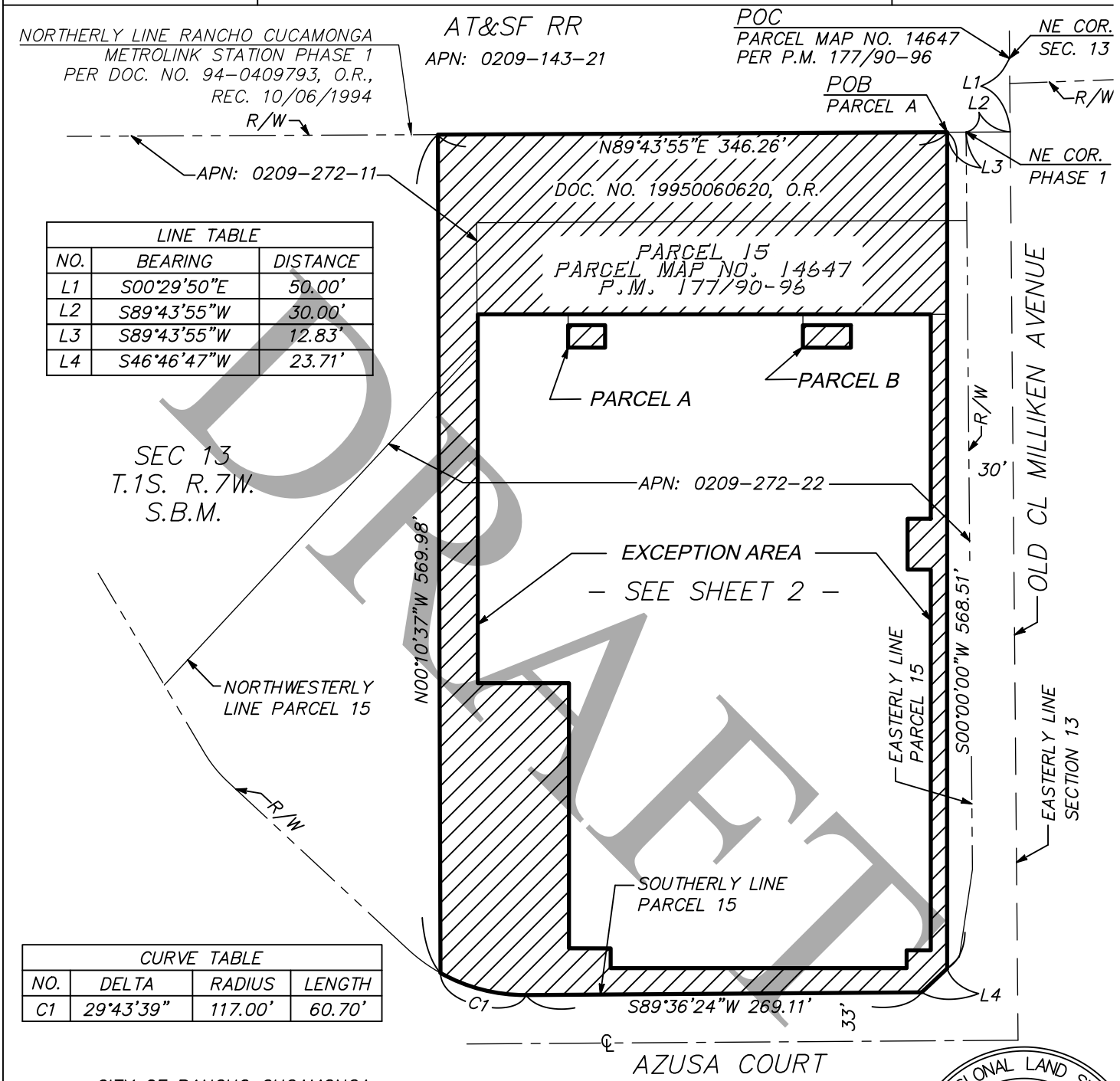
DRAFT

Preliminary
05/21/2025 9:42:10 PM

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

EXHIBIT 'B-2'

APN	TYPE OF ESTATE	AREA
0209-272-22	EASEMENT	TOTAL: 78,716 SF



LINE TABLE		
NO.	BEARING	DISTANCE
L1	S00°29'50"E	50.00'
L2	S89°43'55"W	30.00'
L3	S89°43'55"W	12.83'
L4	S46°46'47"W	23.71'

CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	29°43'39"	117.00'	60.70'

CITY OF RANCHO CUCAMONGA
COUNTY OF SAN BERNARDINO

LEGEND

▨	Indicates area to be described
POC	Point of Commencement
POB	Point of Beginning
SCE	Southern California Edison
SF	Square Feet

THIS PLAT WAS PREPARED UNDER MY DIRECTION

Preliminary

05/21/2025 9:42:13 PM

SEAN M. SMITH, PLS 8233 DATE

PROFESSIONAL LAND SURVEYOR ★ SEAN M. SMITH No. 8233 ★ STATE OF CALIFORNIA

FEET 0 50 100 200 400

PREPARED BY:
PSOMAS
1650 Spruce Street, Suite 400
Riverside, California 92507
(951)787-8421 www.psomas.com

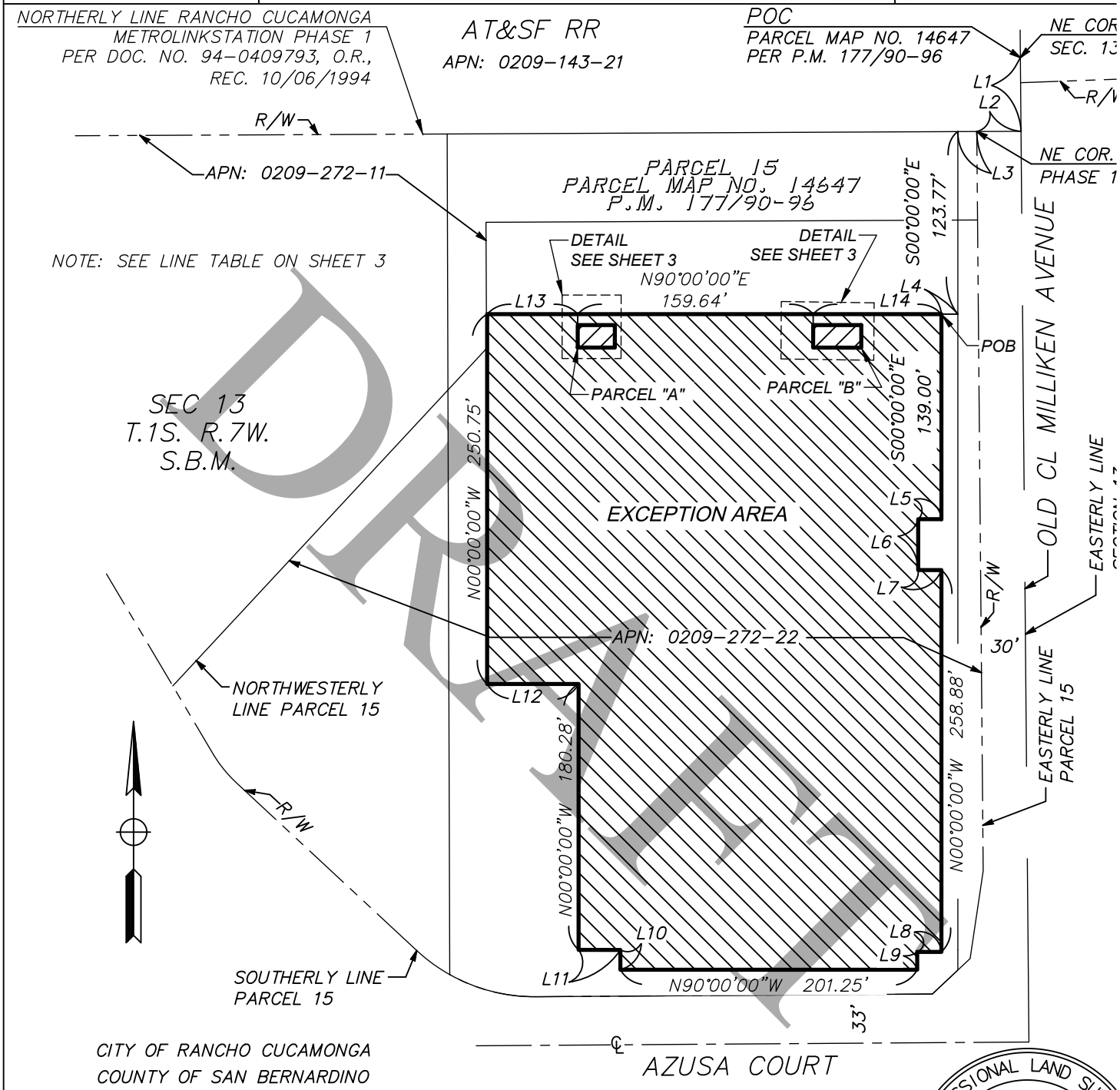
PREPARED BY	SCALE	SHEET NO.	TOTAL SHEETS
AU	1"=100'	1	

DRAFT

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

EXHIBIT 'B-3'

APN	TYPE OF ESTATE	AREA
0209-272-22	EASEMENT	TOTAL: 122,889 SF



DRAFT

LEGEND

▨	Indicates area to be described
POC	Point of Commencement
POB	Point of Beginning
SCE	Southern California Edison
SF	Square Feet

THIS PLAT WAS PREPARED UNDER MY DIRECTION

Preliminary

05/21/2025 9:42:24 PM

SEAN M. SMITH, PLS 8233 DATE

PROFESSIONAL LAND SURVEYOR ★ STATE OF CALIFORNIA
SEAN M. SMITH
No. 8233

FEET 0 50 100 200 400

PREPARED BY:
PSOMAS
1650 Spruce Street, Suite 400
Riverside, California 92507
(951)787-8421 www.psomas.com

PREPARED BY	SCALE	SHEET NO.	TOTAL SHEETS
AU	1"=100'	2	

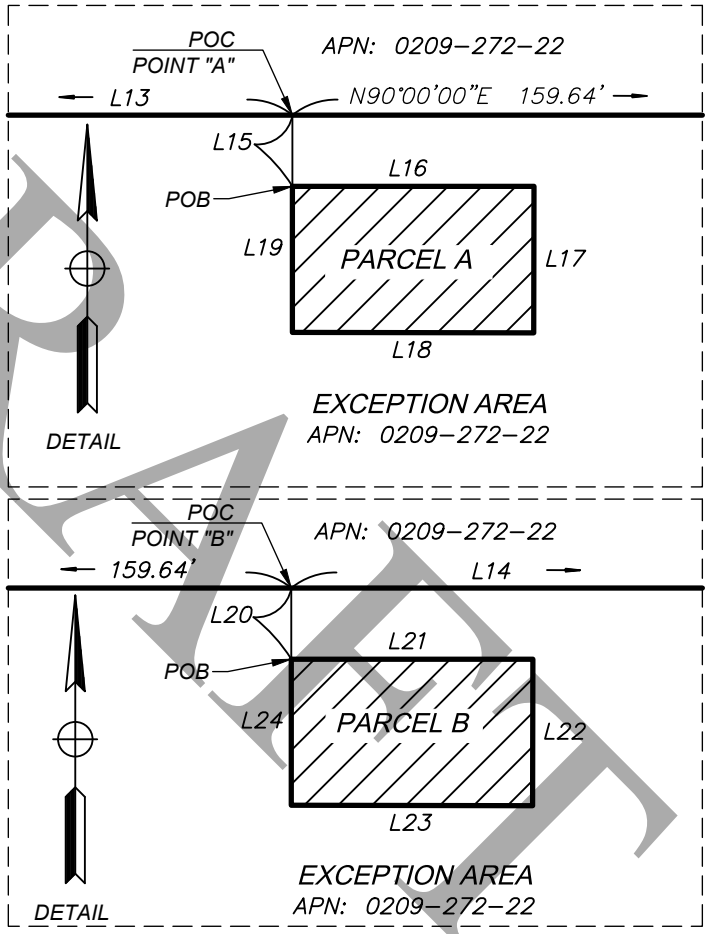
Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

EXHIBIT 'B-4'

APN	TYPE OF ESTATE	AREA
0209-272-22	EASEMENT	PARCEL A TOTAL: 383 SF PARCEL B TOTAL: 499 SF

LINE TABLE		
NO.	BEARING	DISTANCE
L1	S00°29'50"E	50.00'
L2	S89°43'55"W	30.00'
L3	S89°43'55"W	12.83'
L4	N90°00'00"W	11.14'
L5	N90°00'00"W	15.75'
L6	S00°00'00"E	34.50'
L7	S89°53'05"E	15.75'
L8	N90°00'00"W	16.42'
L9	S00°00'00"E	12.08'
L10	N00°00'00"W	13.41'
L11	N89°53'05"W	28.33'
L12	N90°00'00"W	62.00'
L13	N90°00'00"E	61.42'
L14	N90°00'00"E	86.94'
L15	S00°00'00"E	7.42'
L16	N90°00'00"E	25.17'
L17	S00°06'55"W	15.26'
L18	N89°53'05"W	25.14'
L19	N00°00'00"E	15.21'
L20	S00°00'00"E	7.42'

LINE TABLE		
NO.	BEARING	DISTANCE
L21	N90°00'00"E	32.61'
L22	S00°00'00"E	15.32'
L23	N89°53'05"W	32.64'
L24	N00°06'55"E	15.25'



CITY OF RANCHO CUCAMONGA
COUNTY OF SAN BERNARDINO

AZUSA COURT

LEGEND

▨	Indicates area to be described
POC	Point of Commencement
POB	Point of Beginning
SCE	Southern California Edison
SF	Square Feet

THIS PLAT WAS PREPARED
UNDER MY DIRECTION

Preliminary
05/21/2025 9:42:30 PM

SEAN M. SMITH, PLS 8233 DATE

PROFESSIONAL LAND SURVEYOR
SEAN M. SMITH
No. 8233
STATE OF CALIFORNIA

FEET 0 50 100 200 400

PREPARED BY:
PSOMAS
1650 Spruce Street, Suite 400
Riverside, California 92507
(951)787-8421 www.psomas.com

PREPARED BY	SCALE	SHEET NO.	TOTAL SHEETS
AU	1"=100'	2	

DRAFT

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

EXHIBIT 'C-1'

Legal Description of the City/ SBCTA Property

APN: 0209-272-11, 0209-272-22, & 0209-143-21

That portion of Parcel 15 of Parcel Map No. 14647 in the City of Rancho Cucamonga, County of San Bernardino, State of California, filed in Book 177, pages 90 through 96, inclusive of Parcel Maps, in the Office of the County Recorder of said County, together with a portion of the SANBAG (formerly A.T. & S.F.) Railroad Right-of-Way, as shown on said Parcel Map, filed in the Office of said County Recorder, within Section 13, Township 1 South, Range 7 West, San Bernardino Meridian, together with a portion of the land described as Rancho Cucamonga Metrolink Station Phase I, in the Grant Deed recorded October 06, 1994, as Document No. 1994-0409793, of Official Records of said County, described as follows:

Parcel "A"

Commencing at the northeast corner of Section 13, of Township 1 South, Range 7 West, San Bernardino Meridian, as shown on said Parcel Map;

Thence along the easterly line of said Section 13, South 00°29'50" East 50.00 feet to the intersection of the easterly prolongation of the northerly line of said Rancho Cucamonga Metrolink Station Phase I;

Thence along said easterly prolongation line South 89°43'55 West 30.00 feet to the northeasterly corner of said Rancho Cucamonga Metrolink Station Phase I;

Thence continuing along said northerly line South 89°43'55 West 12.83 feet to the **Point of Beginning**;

Thence South 00°00'00" West 568.51 feet to the southeasterly line of Parcel 15 per said Parcel Map;

Thence along said southeasterly line South 46°46'47" West 23.71 feet to the southerly line of said Parcel 15;

Thence along said southerly line South 89°36'24" West 269.11 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 117.00 feet;

DRAFT

Preliminary
05/21/2025 9:40:47 PM

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

Thence northwesterly, along said curve, being the southwesterly line of said Parcel 15, through a central angle of 29°43’39” an arc length of 60.70 feet;

Thence leaving said southerly line North 00°10’37” West 569.98 feet to said northerly line of the Rancho Cucamonga Metrolink Station Phase I;

Thence along said northerly line North 89°43’55 East 346.26 feet to the **Point of Beginning;**

Excepting therefrom that portion of the land described below as **Parcel “B”**.

Parcel contains 78,716 square feet, more or less.

AND

Parcel “B”

Commencing at the northeast corner of Section 13, of Township 1 South, Range 7 West, San Bernardino Meridian, as shown on said Parcel Map;

Thence along the easterly line of said Section 13, South 00°29’50” East 50.00 feet to the intersection of the easterly prolongation of the northerly line of said Rancho Cucamonga Metrolink Station Phase I;

Thence along said easterly prolongation line South 89°43’55 West 30.00 feet to the northeasterly corner of said Rancho Cucamonga Metrolink Station Phase I;

Thence continuing along said northerly line South 89°43’55 West 12.83 feet;

Thence leaving said easterly prolongation line and northerly line South 00°00’00” East 123.77 feet;

Thence North 90°00’00” West 11.14 feet to the **Point of Beginning;**

Thence South 00°00’00” East 139.00 feet;

Thence North 90°00’00” West 15.75 feet;

Thence South 00°00’00” East 34.50 feet;

DRAFT

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

Preliminary
05/21/2025 9:40:53 PM

Thence South 89°53’05” East 15.75 feet;

Thence South 00°00’00” East 258.88 feet;

Thence North 90°00’00” West 16.42 feet;

Thence South 00°00’00” East 12.08 feet;

Thence North 90°00’00” West 201.25 feet;

Thence North 00°00’00” East 13.41 feet;

Thence North 89°53’05” West 28.33 feet;

Thence North 00°00’00” West 180.28 feet;

Thence North 90°00’00” West 62.00 feet;

Thence North 00°00’00” West 250.75 feet;

Thence North 90°00’00” East 61.42 feet to a point hereinafter referred to as **Point “A”;**

Thence leaving said **Point “A”** North 90°00’00” East 159.64 feet to a point hereinafter referred to as **Point “B”;**

Thence leaving said **Point “B”** North 90°00’00” East 86.94 feet to the **Point of Beginning;**

Excepting therefrom that portion of the land described below as **Parcel “C”** and **Parcel “D”**.

Parcel contains 122,889 square feet, more or less.

Parcel “C”

Commencing at the above-described **Point “A”**,

Thence leaving said **Point “A”** South 00°00’00” West 7.42 feet to the **Point of Beginning;**

Thence North 90°00’00” East 25.17 feet;

DRAFT
Preliminary
05/21/2025 9:40:57 PM

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

Thence South 00°06’55” West 15.26 feet;

Thence North 89°53’05” West 25.14 feet;

Thence North 00°00’00” East 15.21 feet to the **Point of Beginning;**

Parcel contains 383 square feet, more or less.

AND

Parcel “D”

Commencing at the above-described **Point “B”**,

Thence leaving said **Point “B”** South 00°00’00” West 7.42 feet to the **Point of Beginning;**

Thence North 90°00’00” East 32.61 feet;

Thence South 00°00’00” East 15.32 feet;

Thence North 89°53’05” West 32.64 feet;

Thence North 00°06’55” East 15.25 feet to the **Point of Beginning;**

Parcel contains 499 square feet, more or less.

DRAFT

Preliminary
05/21/2025 9:41:02 PM

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

Excepting from Parcel B that eight-foot-high portion of the real property depicted on Exhibits A-8 attached hereto.

See Exhibits 'A-4', 'A-5', 'A-6', 'A-7' and 'A-8' attached hereto and made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act (Bus. & Prof. Code §8700).

Signature: _____
Sean M. Smith, PLS 8233

Date: _____



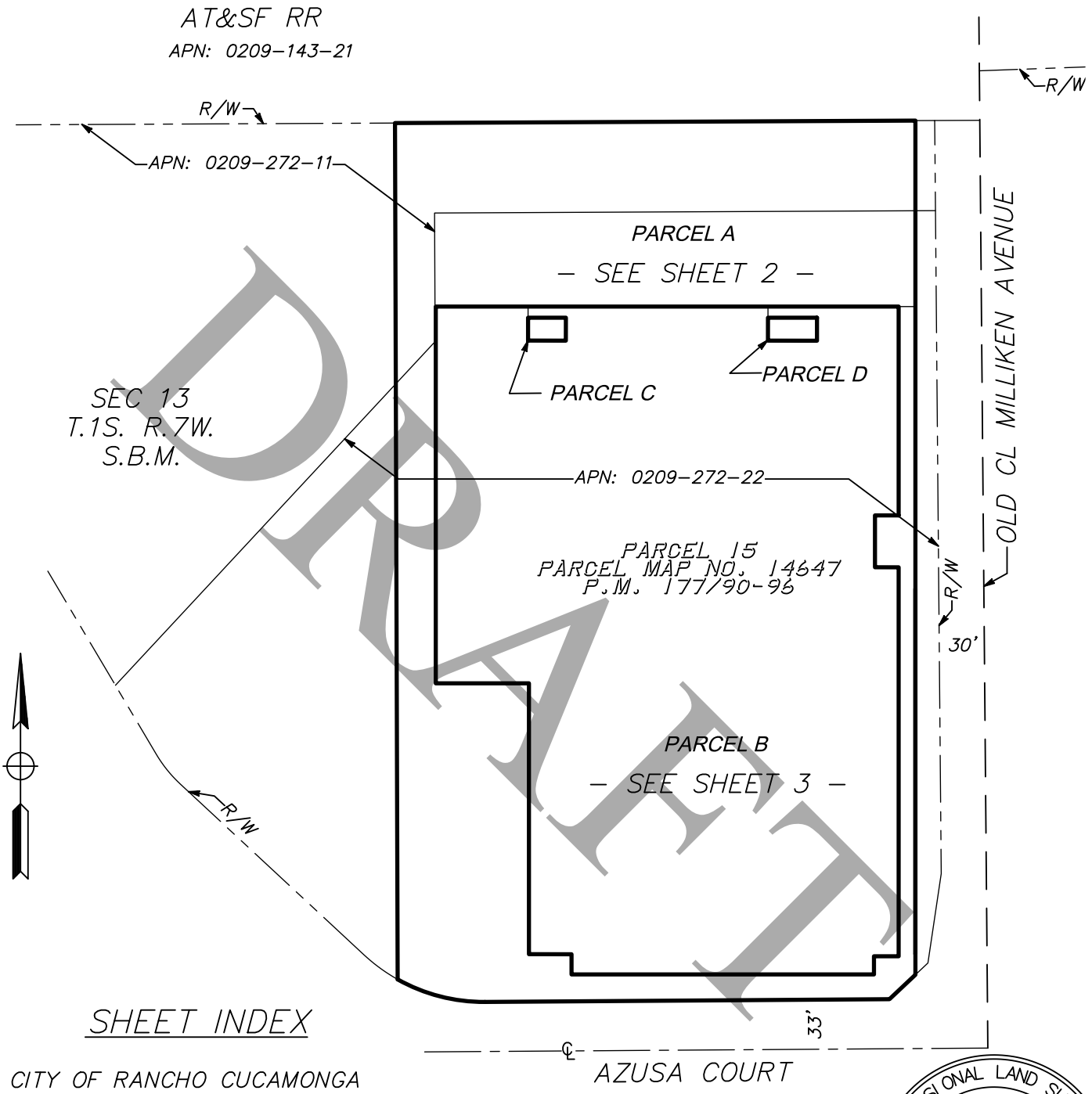
DRAFT

Preliminary
05/21/2025 9:41:05 PM

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

EXHIBIT 'C - 2'

APN	TYPE OF ESTATE	AREA
0209-143-21, 0209-272-11 & 22	FEE	TOTAL: N/A



DRAFT

SHEET INDEX

CITY OF RANCHO CUCAMONGA
COUNTY OF SAN BERNARDINO

LEGEND

▨	Indicates area to be described
POC	Point of Commencement
POB	Point of Beginning
SCE	Southern California Edison
SF	Square Feet

THIS PLAT WAS PREPARED
UNDER MY DIRECTION

Preliminary
05/21/2025 9:41:09 PM

SEAN M. SMITH, PLS 8233 DATE

PROFESSIONAL LAND SURVEYOR
SEAN M. SMITH
No. 8233
STATE OF CALIFORNIA

FEET 0 50 100 200 400

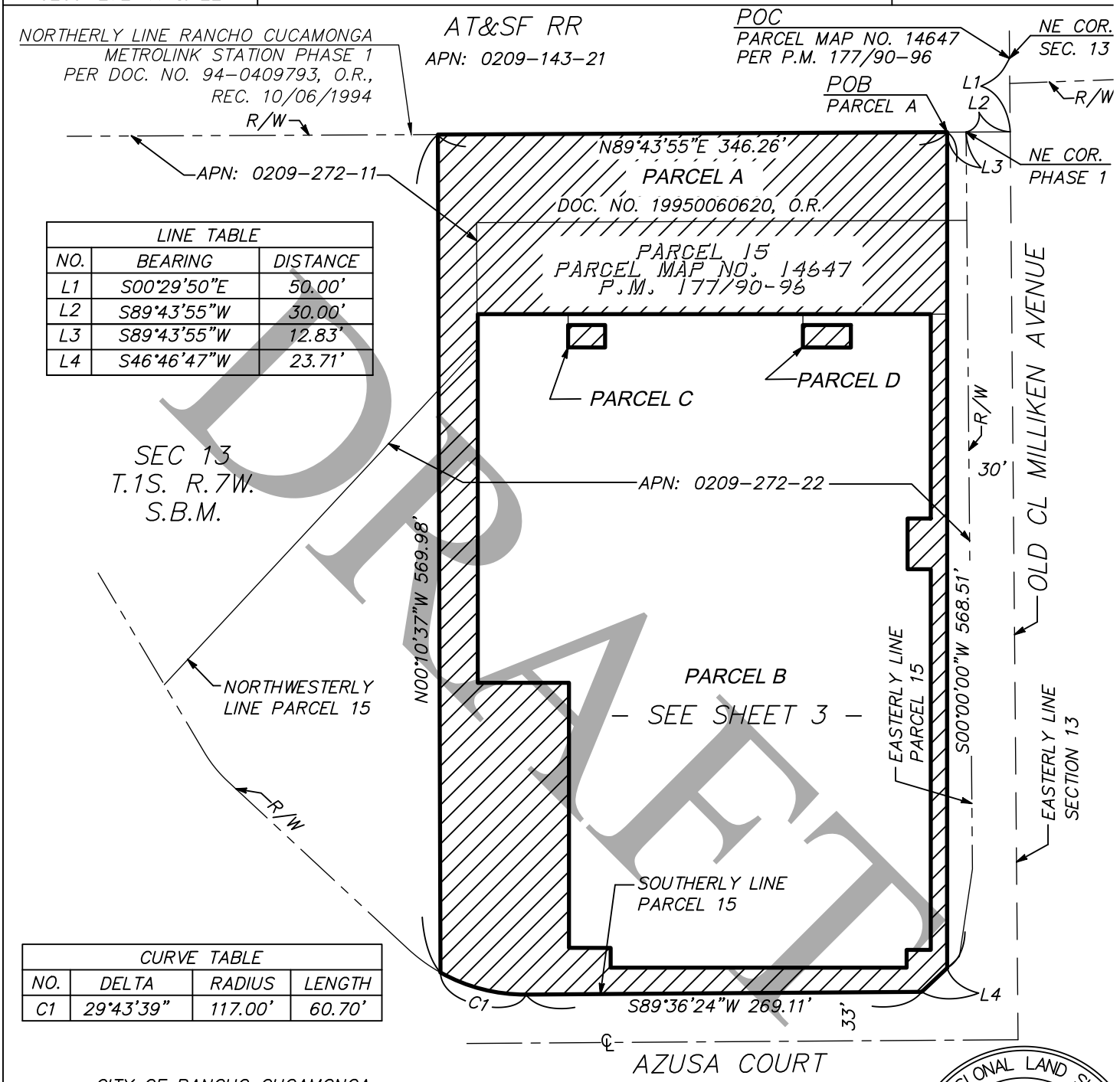
PREPARED BY:
PSOMAS
1650 Spruce Street, Suite 400
Riverside, California 92507
(951)787-8421 www.psomas.com

PREPARED BY	SCALE	SHEET NO.	TOTAL SHEETS
AU	1"=100'	1	

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

EXHIBIT 'C - 3'

APN	TYPE OF ESTATE	AREA
0209-143-21, 0209-272-11 & 22	FEE	TOTAL: 78,716 SF



LINE TABLE		
NO.	BEARING	DISTANCE
L1	S00°29'50"E	50.00'
L2	S89°43'55"W	30.00'
L3	S89°43'55"W	12.83'
L4	S46°46'47"W	23.71'

CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	29°43'39"	117.00'	60.70'

CITY OF RANCHO CUCAMONGA
COUNTY OF SAN BERNARDINO

LEGEND

▨	Indicates area to be described
POC	Point of Commencement
POB	Point of Beginning
SCE	Southern California Edison
SF	Square Feet

THIS PLAT WAS PREPARED UNDER MY DIRECTION

Preliminary

05/21/2025 9:41:16 PM

SEAN M. SMITH, PLS 8233 DATE

PROFESSIONAL LAND SURVEYOR ★ SEAN M. SMITH No. 8233 ★ STATE OF CALIFORNIA

FEET 0 50 100 200 400

PREPARED BY:
PSOMAS
1650 Spruce Street, Suite 400
Riverside, California 92507
(951)787-8421 www.psomas.com

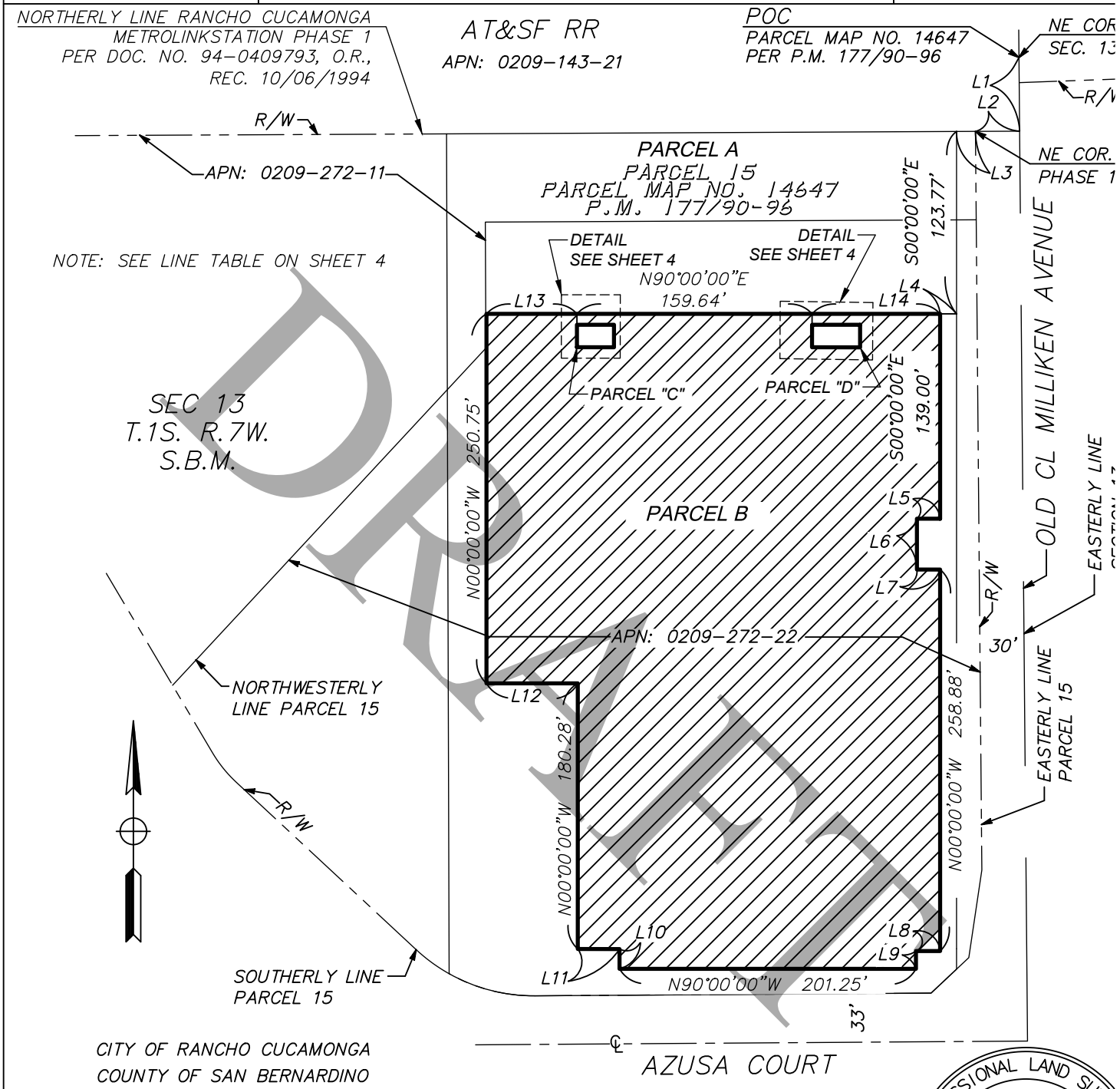
PREPARED BY	SCALE	SHEET NO.	TOTAL SHEETS
AU	1"=100'	2	

DRAFT

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

EXHIBIT 'C - 4'

APN	TYPE OF ESTATE	AREA
0209-143-21, 0209-272-11 & 22	FEE	TOTAL: 122,889 SF



DRAFT

LEGEND

▨	Indicates area to be described
POC	Point of Commencement
POB	Point of Beginning
SCE	Southern California Edison
SF	Square Feet

THIS PLAT WAS PREPARED UNDER MY DIRECTION

Preliminary
05/21/2025 9:41:25 PM

SEAN M. SMITH, PLS 8233 DATE

PROFESSIONAL LAND SURVEYOR ★ STATE OF CALIFORNIA
SEAN M. SMITH
No. 8233

FEET 0 50 100 200 400

PREPARED BY:
PSOMAS
1650 Spruce Street, Suite 400
Riverside, California 92507
(951)787-8421 www.psomas.com

PREPARED BY	SCALE	SHEET NO.	TOTAL SHEETS
AU	1"=100'	3	

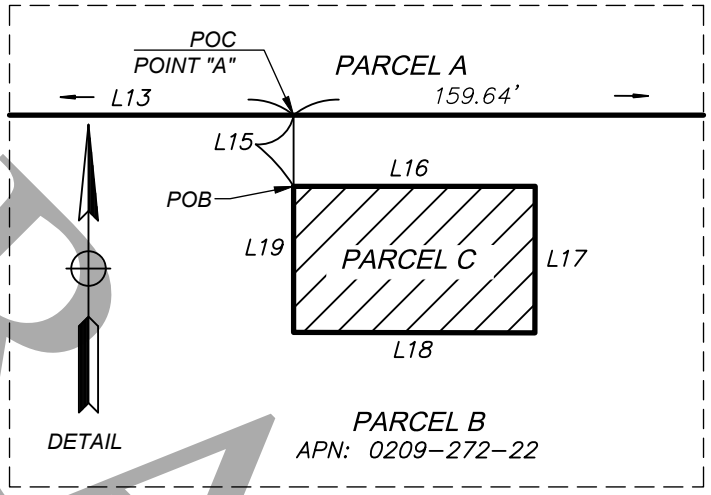
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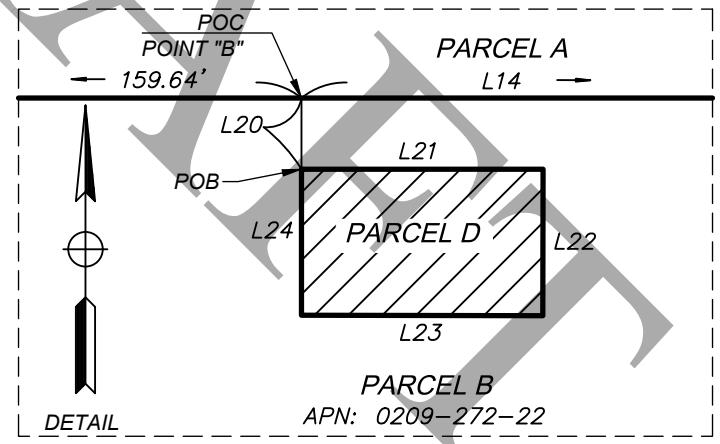
EXHIBIT 'C - 5'

APN	TYPE OF ESTATE	AREA
0209-143-21, 0209-272-11 & 22	FEE	PARCEL C TOTAL: 383 SF PARCEL D TOTAL: 499 SF

LINE TABLE		
NO.	BEARING	DISTANCE
L1	S00°29'50"E	50.00'
L2	S89°43'55"W	30.00'
L3	S89°43'55"W	12.83'
L4	N90°00'00"W	11.14'
L5	N90°00'00"W	15.75'
L6	S00°00'00"E	34.50'
L7	S89°53'05"E	15.75'
L8	N90°00'00"W	16.42'
L9	S00°00'00"E	12.08'
L10	N00°00'00"W	13.41'
L11	N89°53'05"W	28.33'
L12	N90°00'00"W	62.00'
L13	N90°00'00"E	61.42'
L14	N90°00'00"E	86.94'
L15	S00°00'00"E	7.42'
L16	N90°00'00"E	25.17'
L17	S00°06'55"W	15.26'
L18	N89°53'05"W	25.14'
L19	N00°00'00"E	15.21'
L20	S00°00'00"E	7.42'

LINE TABLE		
NO.	BEARING	DISTANCE
L21	N90°00'00"E	32.61'
L22	S00°00'00"E	15.32'
L23	N89°53'05"W	32.64'
L24	N00°06'55"E	15.25'





CITY OF RANCHO CUCAMONGA
COUNTY OF SAN BERNARDINO

LEGEND

▨	Indicates area to be described
POC	Point of Commencement
POB	Point of Beginning
SCE	Southern California Edison
SF	Square Feet

THIS PLAT WAS PREPARED UNDER MY DIRECTION

Preliminary
05/21/2025 9:41:32 PM

SEAN M. SMITH, PLS 8233 DATE

PROFESSIONAL LAND SURVEYOR
SEAN M. SMITH
No. 8233
STATE OF CALIFORNIA

FEET 0 50 100 200 400

PREPARED BY:
PSOMAS
1650 Spruce Street, Suite 400
Riverside, California 92507
(951)787-8421 www.psomas.com

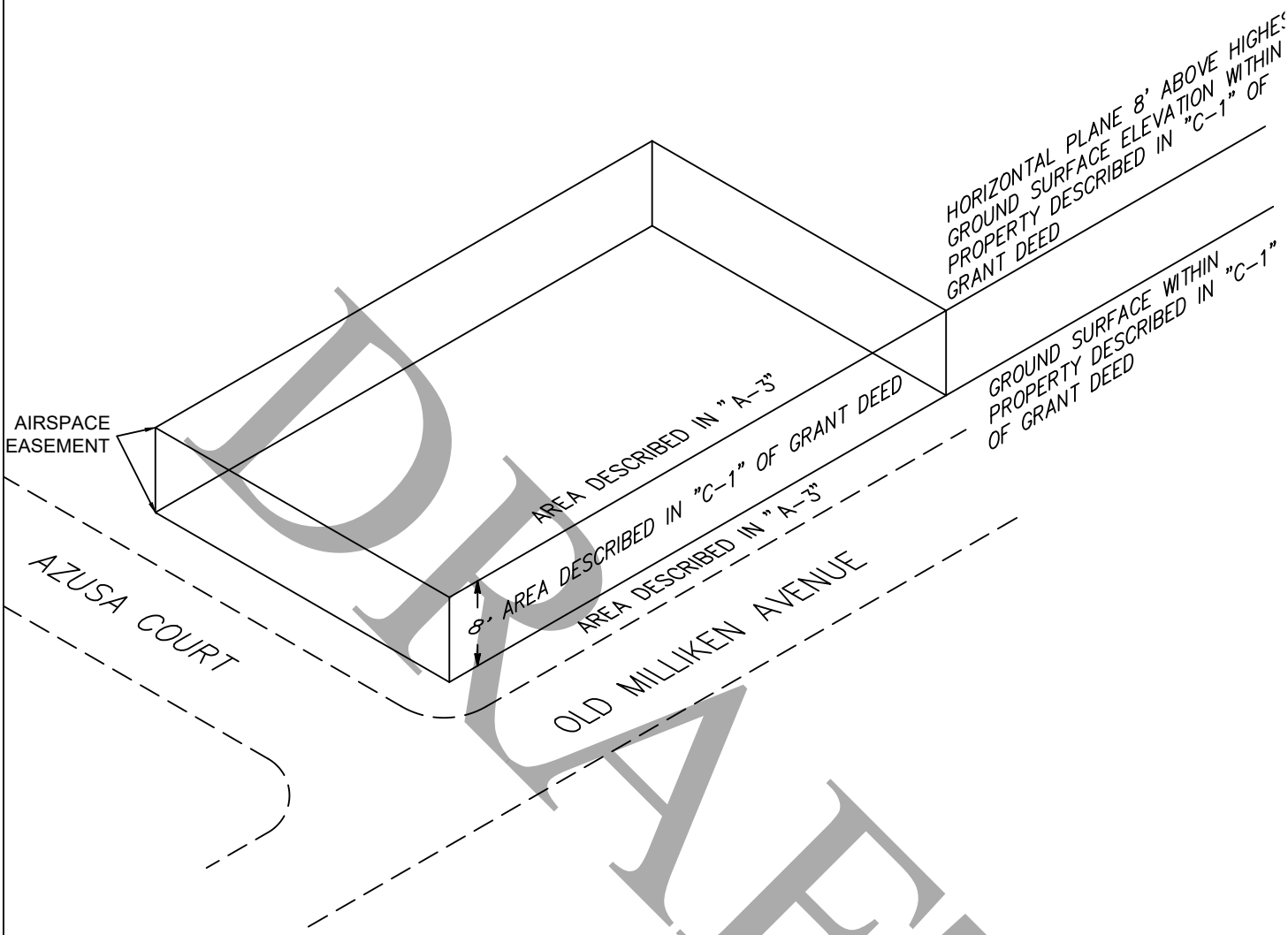
PREPARED BY	SCALE	SHEET NO.	TOTAL SHEETS
AU	1"=100'	4	

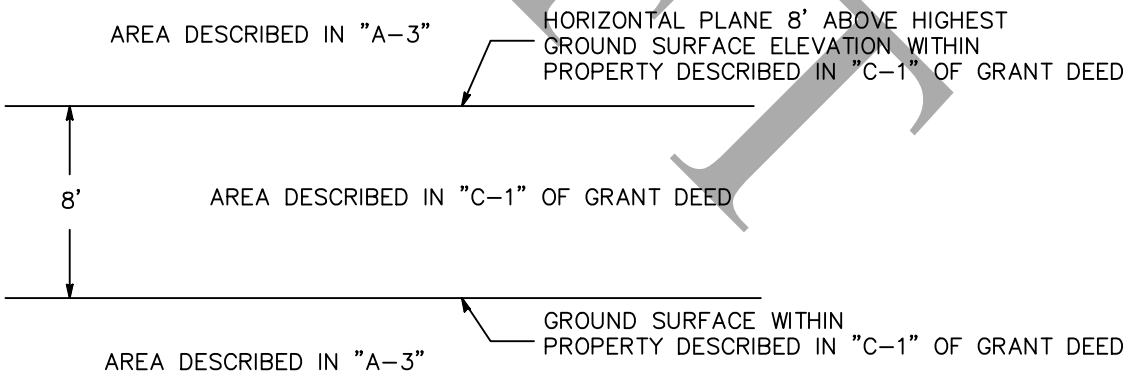
DRAFT

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

EXHIBIT 'C - 6'

APN	TYPE OF ESTATE	AREA
0209–272–22	FEE	TOTAL: N/A





AIR SPACE RESERVATION PROFILE DETAIL

DRAFT
Preliminary
05/21/2025 9:41:38 PM

CITY OF RANCHO CUCAMONGA
COUNTY OF SAN BERNARDINO

PREPARED BY:
PSOMAS
1650 Spruce Street, Suite 400
Riverside, California 92507
(951)787–8421 www.psomas.com

PREPARED BY	SCALE	SHEET NO.	TOTAL SHEETS
AU	N/A	5	

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

EXHIBIT "D2" TO MILLIKEN TRIANGLE EASEMENT

[See Attached]

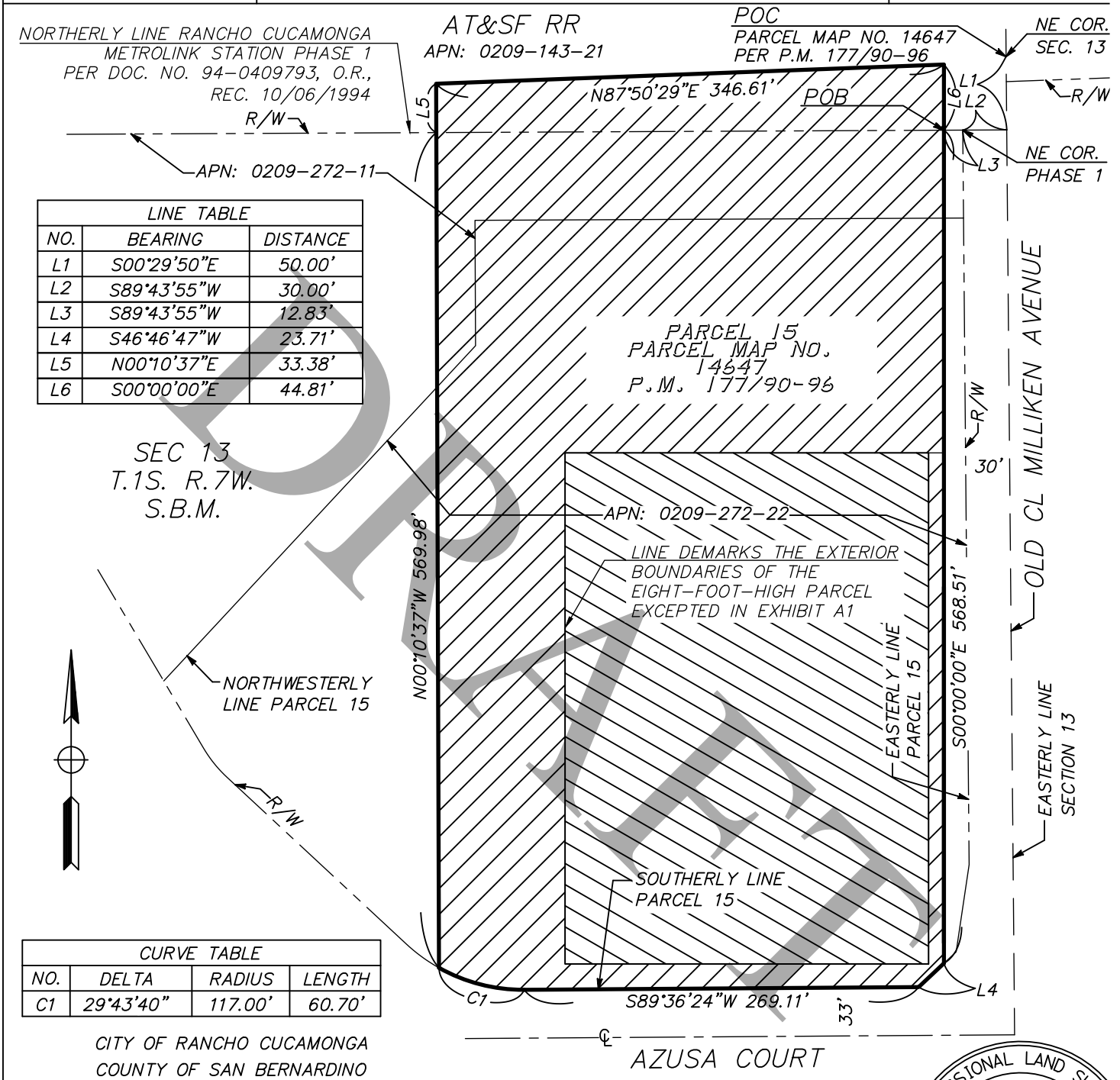
DRAFT

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

Docusign Envelope ID: 2DFB58B0-FD8B-4535-8511-36D489F6E64E

EXHIBIT 'D2'

APN	TYPE OF ESTATE	AREA
0209-143-21, 0209-272-11 & 22	FEE	TOTAL: 215,143 SF



LINE TABLE		
NO.	BEARING	DISTANCE
L1	S00°29'50"E	50.00'
L2	S89°43'55"W	30.00'
L3	S89°43'55"W	12.83'
L4	S46°46'47"W	23.71'
L5	N00°10'37"E	33.38'
L6	S00°00'00"E	44.81'

CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	29°43'40"	117.00'	60.70'

CITY OF RANCHO CUCAMONGA
COUNTY OF SAN BERNARDINO

LEGEND

	Interest described in Exhibit A1
	Interest excepted in Exhibit A1
POC	Point of Commencement
POB	Point of Beginning
SCE	Southern California Edison
SF	Square Feet

THIS PLAT WAS PREPARED UNDER MY DIRECTION

Preliminary

09/27/2024 1:20:30 PM

SEAN M. SMITH, PLS 8233 DATE

PROFESSIONAL LAND SURVEYOR
SEAN M. SMITH
No. 8233
STATE OF CALIFORNIA

FEET 0 50 100 200 400

PREPARED BY:
PSOMAS
1650 Spruce Street, Suite 400
Riverside, California 92507
(951)787-8421 www.psomas.com

PREPARED BY	SCALE	SHEET NO.	TOTAL SHEETS
AU	1"=100'	1	

DRAFT

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

EXHIBIT "C-1"

SITE PLAN

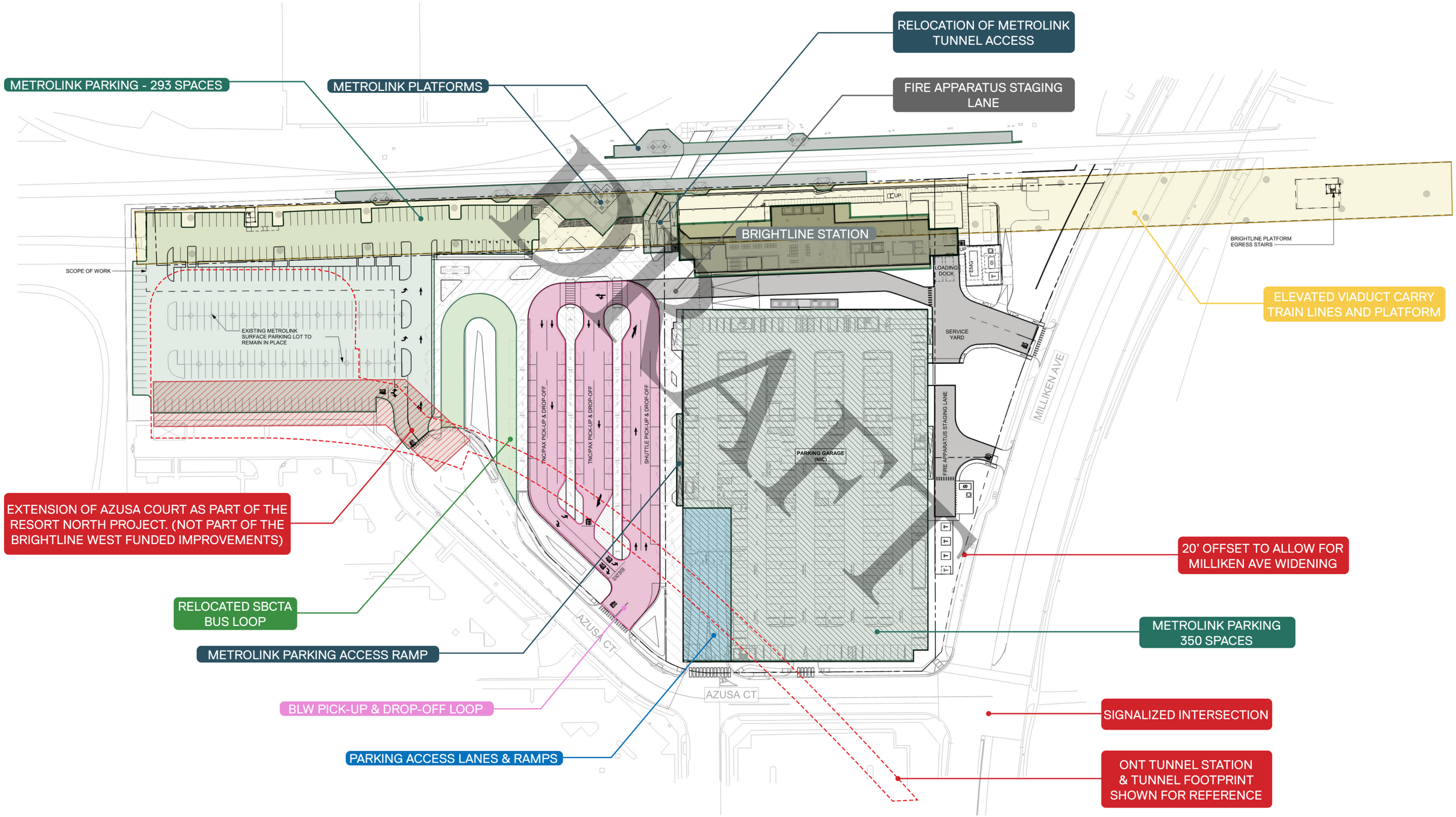
[See attached]

DRAFT

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Site Plan

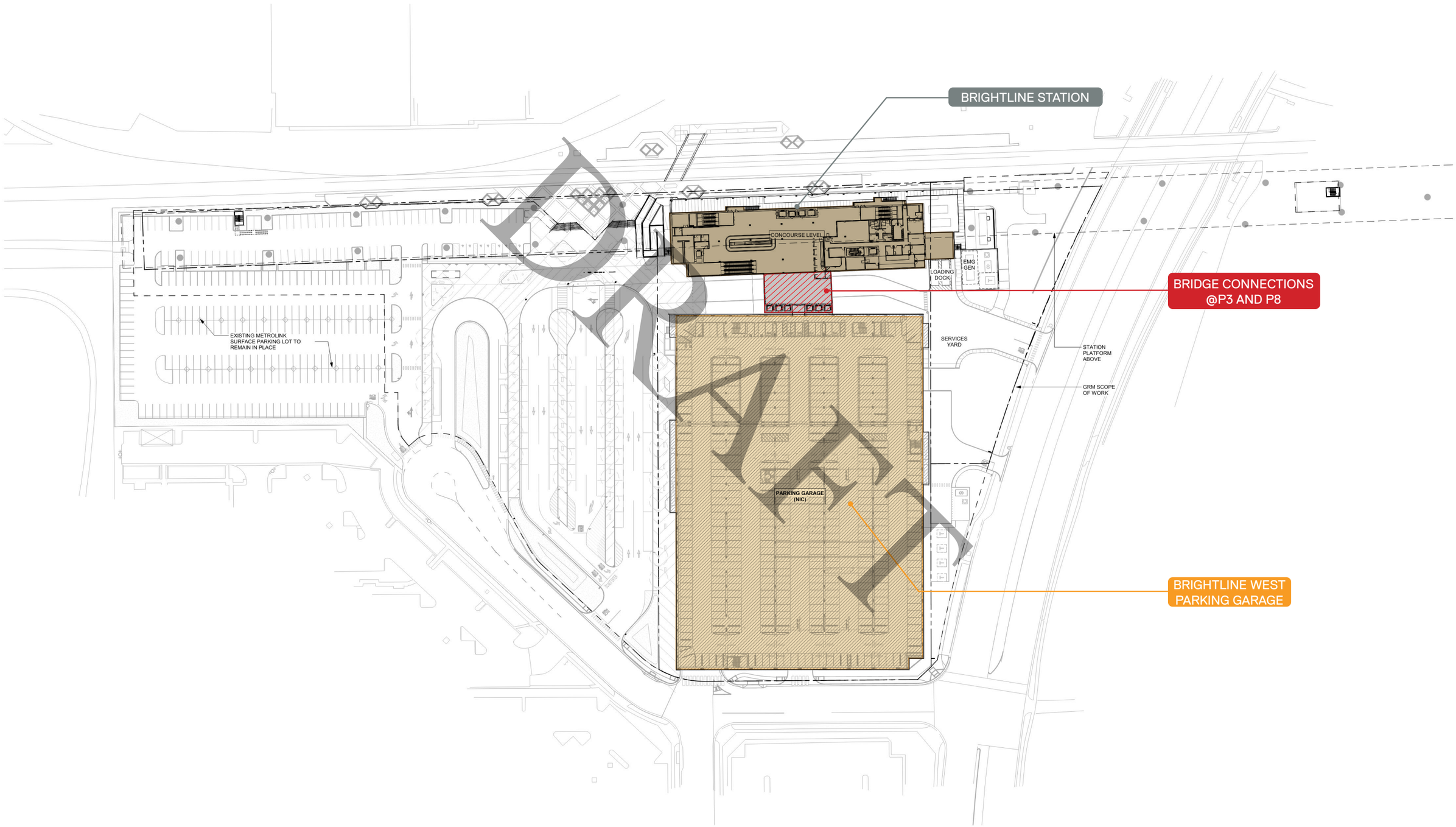
Ground Level / P1 Parking Level



Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

Site Plan

Concourse Level / P3 Parking Level

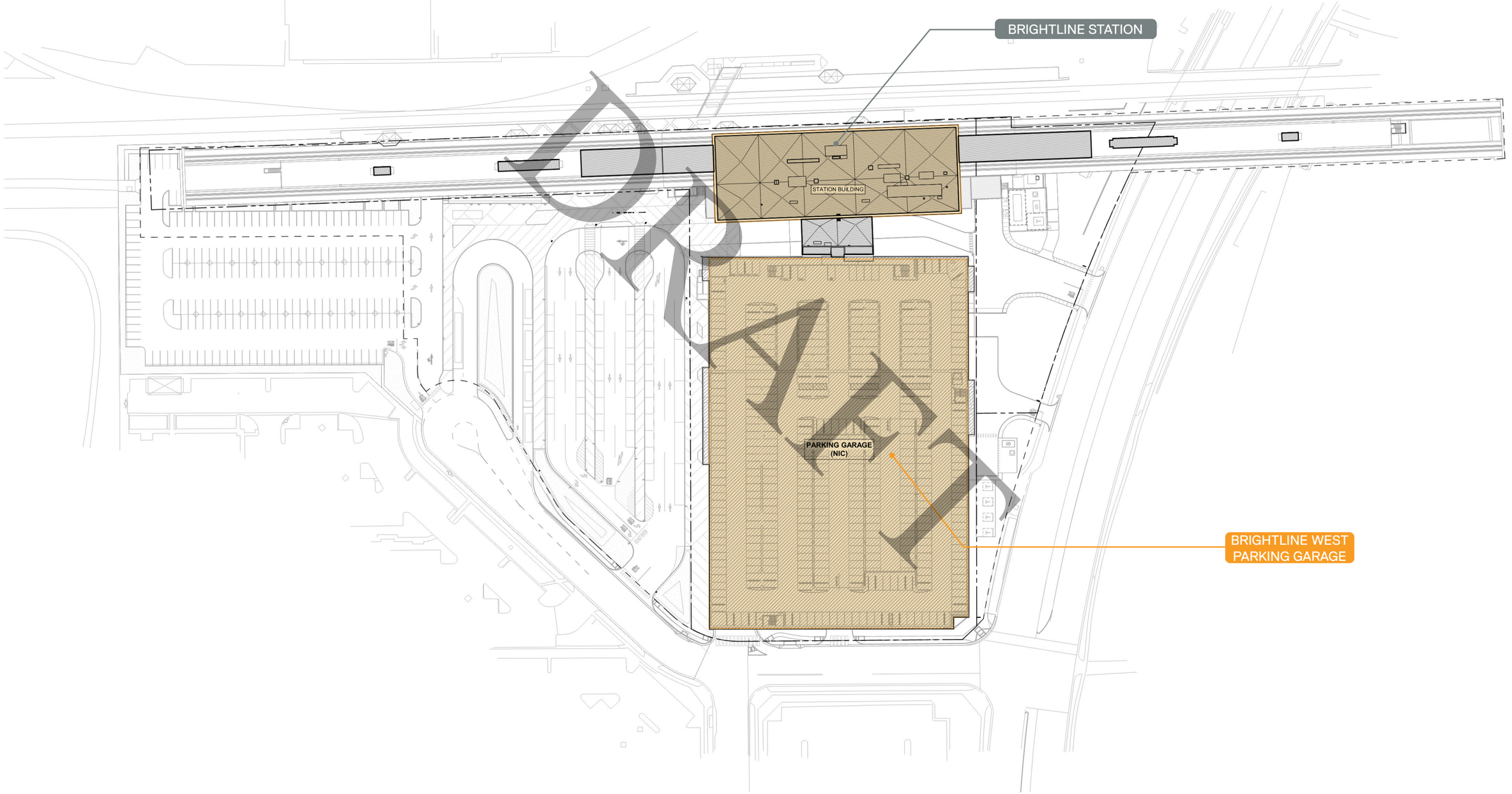


DRAFT

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

Site Plan

Typical Parking Level Plan



DRAFT

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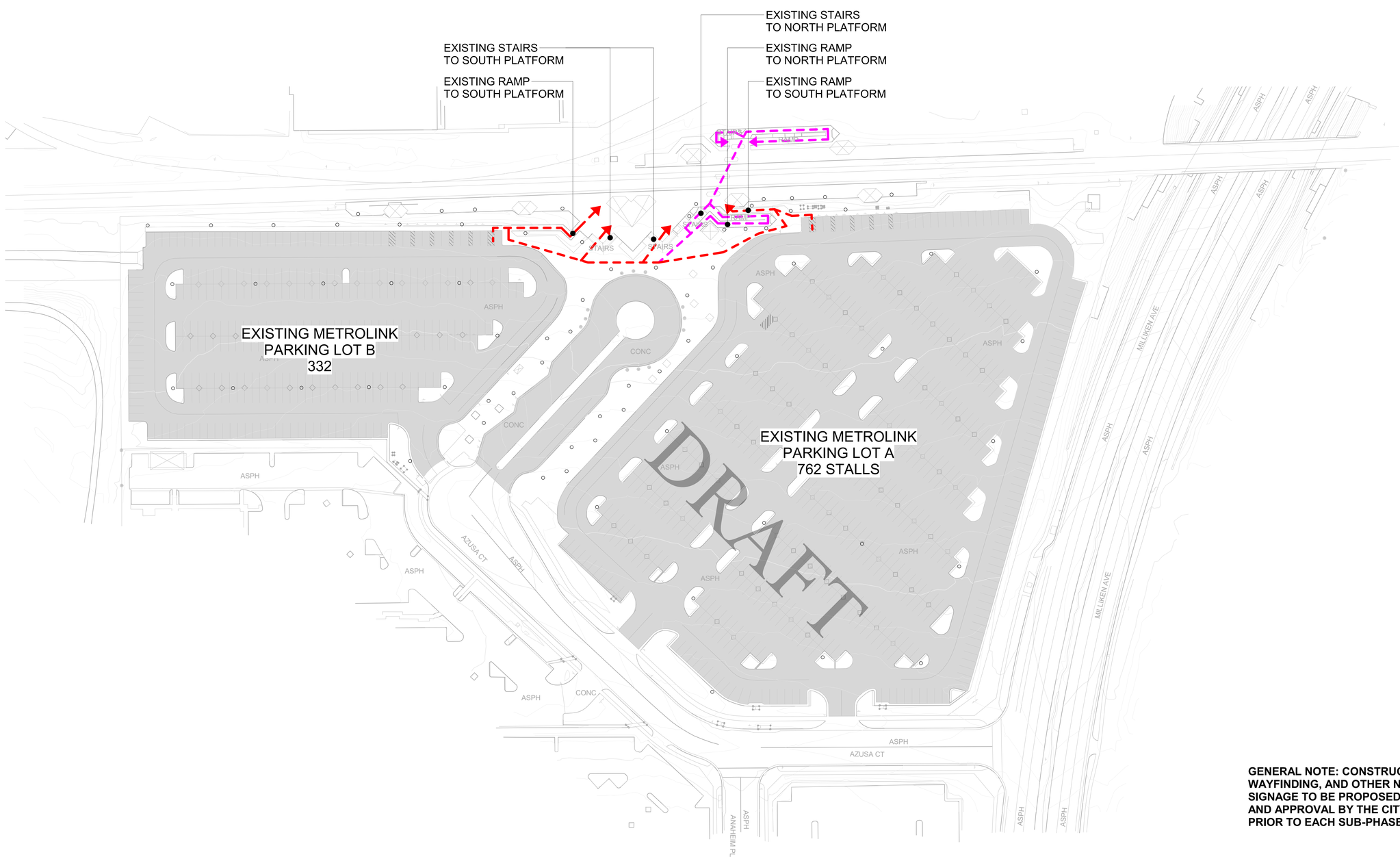
EXHIBIT "C-2"

PHASING SCHEDULE

[See attached]

DRAFT

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GENERAL NOTE: CONSTRUCTION, WAYFINDING, AND OTHER NECESSARY SIGNAGE TO BE PROPOSED FOR REVIEW AND APPROVAL BY THE CITY ENGINEER PRIOR TO EACH SUB-PHASE.

GENERAL NOTES

ENABLING WORKS LEGEND

- PUBLIC ACCESS
- CLOSED CONSTRUCTION AREA
- ACCESSIBLE CONSTRUCTION AREA
- OVERHEAD PROTECTION
- STAGING AREA
- BUILDING OUTLINE
- PROPERTY LINE
- BARRICADE
- S. PLATFORM ACCESS
- N. PLATFORM ACCESS
- CONSTRUCTION ACCESS
- BUS ACCESS
- IEUA SEWER
- NEW UTILITIES

SIGNAGE LEGEND

- A TO NORTH PLATFORM
- B TO SOUTH PLATFORM
- C METRO PARKING
- D ADDITIONAL METRO PARKING
- E TO STATION
- F TO PLATFORMS
- G BUSES ONLY

PARKING COUNT

LOT A - STANDARD	751
LOT A - ADA	11
LOT B - STANDARD	320
LOT B - ADA	12
TOTAL ADA STALLS	23
TOTAL STANDARD STALLS	1,071
GRAND TOTAL	1,094

NORTH

brightline west

SOCAL

PROJECT NO. **22052**

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	ISSUED	**04/01/25**

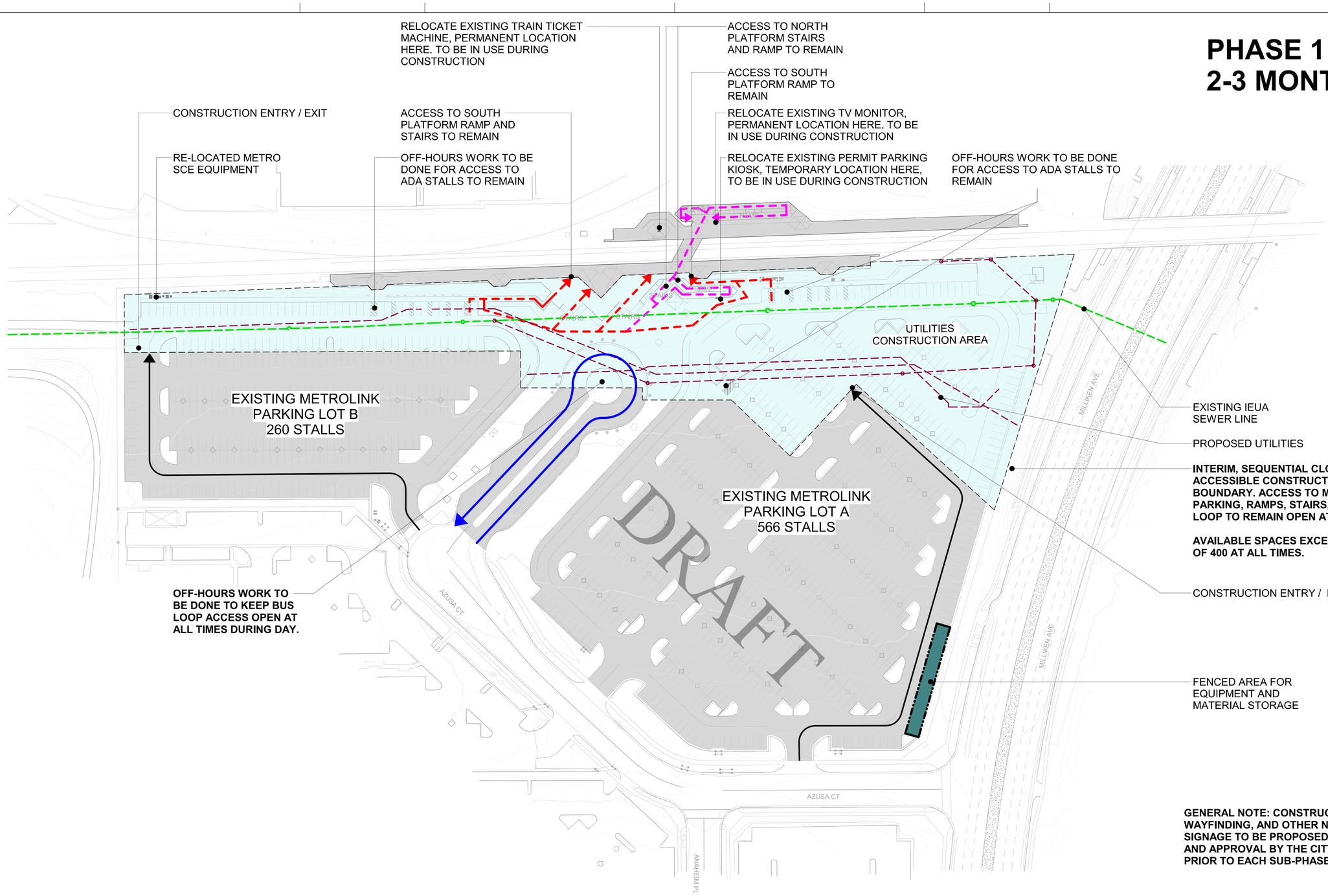
STATUS
DD PRICING

DRAWING TITLE
EXISTING SITE PLAN

DRAWING NO.
A00-100-EW

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with DesertXpress)

PHASE 1: 2-3 MONTHS



GENERAL NOTES

PHASE 1 SUMAMRY

- EXISTING UTILITIES RELOCATION
- INDUSTRIAL SEWER RELOCATION
- FIBER OPTICS COMMS LINE RELOCATION
- WORK AREA WILL BE FENCED OFF DURING CONSTRUCTION
- PROGRESS FROM EAST TO WEST, OR WEST TO EAST PENDING UTILITY AND FINAL DESIGN
- ACCESS TO METROLINK PLATFORMS, RAMPS, STAIRS, BUS DROPOFF, PARKING, AND TICKET KIOSKS TO REMAN
- TEMPORARY SIGNAGE FOR METROLINK PASSANGERS

ENABLING WORKS LEGEND

- PUBLIC ACCESS
- CLOSED CONSTRUCTION AREA
- ACCESSIBLE CONSTRUCTION AREA
- OVERHEAD PROTECTION
- STAGING AREA
- BUILDING OUTLINE
- PROPERTY LINE
- BARRICADE
- S. PLATFORM ACCESS
- N. PLATFORM ACCESS
- CONSTRUCTION ACCESS
- BUS ACCESS
- IEUA SEWER
- NEW UTILITIES

SIGNAGE LEGEND

- A TO NORTH PLATFORM
- B TO SOUTH PLATFORM
- C METRO PARKING
- D ADDITIONAL METRO PARKING
- E TO STATION
- F TO PLATFORMS
- G BUSES ONLY

PARKING COUNT

LOT A - STANDARD	555
LOT A - ADA	11
LOT B - STANDARD	248
LOT B - ADA	12

TOTAL ADA STALLS	23
TOTAL STANDARD STALLS	803
GRAND TOTAL	826

*PARKING COUNT REFLECTS STALLS NOT IMPACTED BY INTERIM CLOSURES

NORTH

brightline west

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PROJECT NUMBER 22052
DRAWN Author
CHECKED Checker
SCALE 1" = 50'-0"
ISSUED 04/01/25

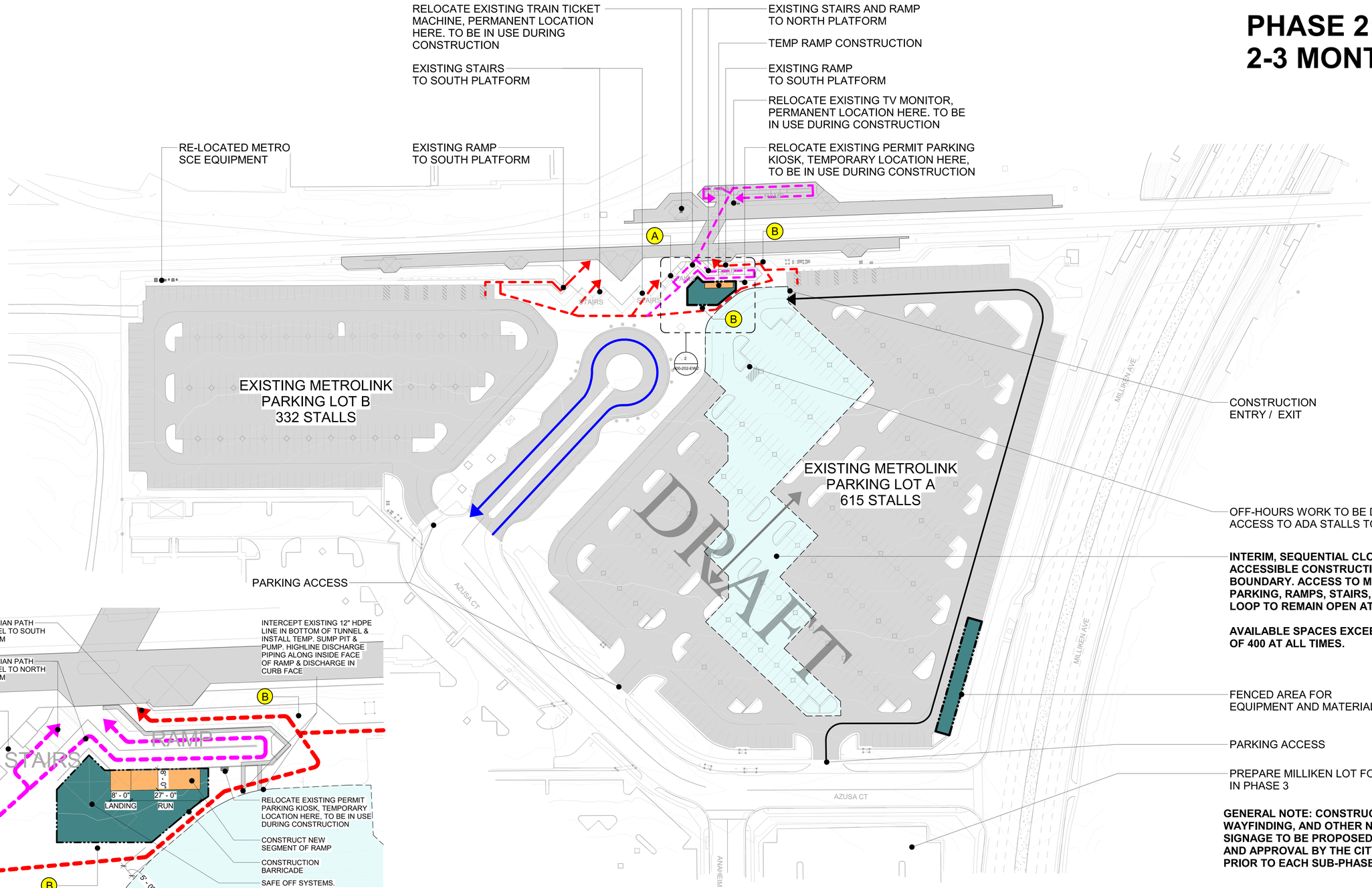
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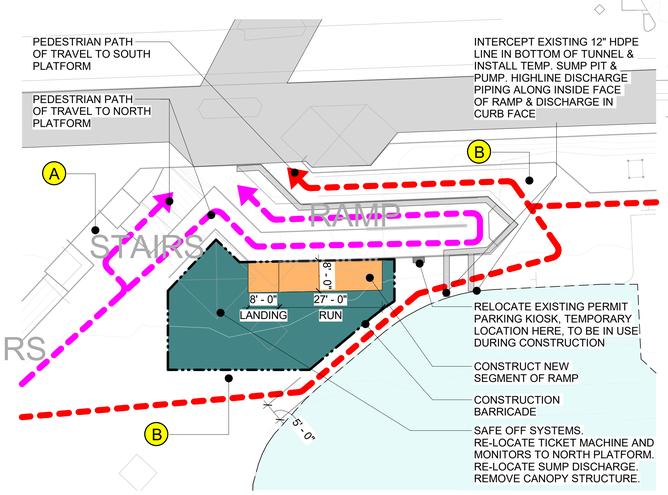
DRAWING TITLE
EXISTING SITE PLAN - PHASE 1

DRAWING NO.
A00-101-EW1

Attachment: 23-1002894-05 (FOR PRINT) (11783 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with DesertXpress)

PHASE 2:
2-3 MONTHS





GENERAL NOTES

PHASE 2 SUMAMRY

- SAFE OFF SYSTEMS
- RE-LOCATE TICKET MACHINES AND MONITORS
- RE-LOCATE SUMP DISCHARGE
- REMOVE METROLINK CANOPY STRUCTURE
- RECONFIGURE RAMP TO TUNNEL
- DEMO EXISTING PLANTER ISLANDS IN LOT A
- STRIPE TEMPORARY BUS LOOP WITHIN CONSTRUCTION ZONE
- PREP MILLIKEN LOT FOR FUTURE PHASE 3

ENABLING WORKS LEGEND

- PUBLIC ACCESS
- CLOSED CONSTRUCTION AREA
- ACCESSIBLE CONSTRUCTION AREA
- OVERHEAD PROTECTION
- STAGING AREA
- BUILDING OUTLINE
- PROPERTY LINE
- BARRICADE
- S. PLATFORM ACCESS
- N. PLATFORM ACCESS
- CONSTRUCTION ACCESS
- BUS ACCESS
- IEUA SEWER
- NEW UTILITIES

SIGNAGE LEGEND

- (A) TO NORTH PLATFORM
- (B) TO SOUTH PLATFORM
- (C) METRO PARKING
- (D) ADDITIONAL METRO PARKING
- (E) TO STATION
- (F) TO PLATFORMS
- (G) BUSES ONLY

PARKING COUNT

LOT A - STANDARD	594
LOT A - ADA	11
LOT B - STANDARD	320
LOT B - ADA	12
TOTAL ADA STALLS	23
TOTAL STANDARD STALLS	914
GRAND TOTAL	937

*PARKING COUNT REFLECTS STALLS NOT IMPACTED BY INTERIM CLOSURES

NORTH

brightline west

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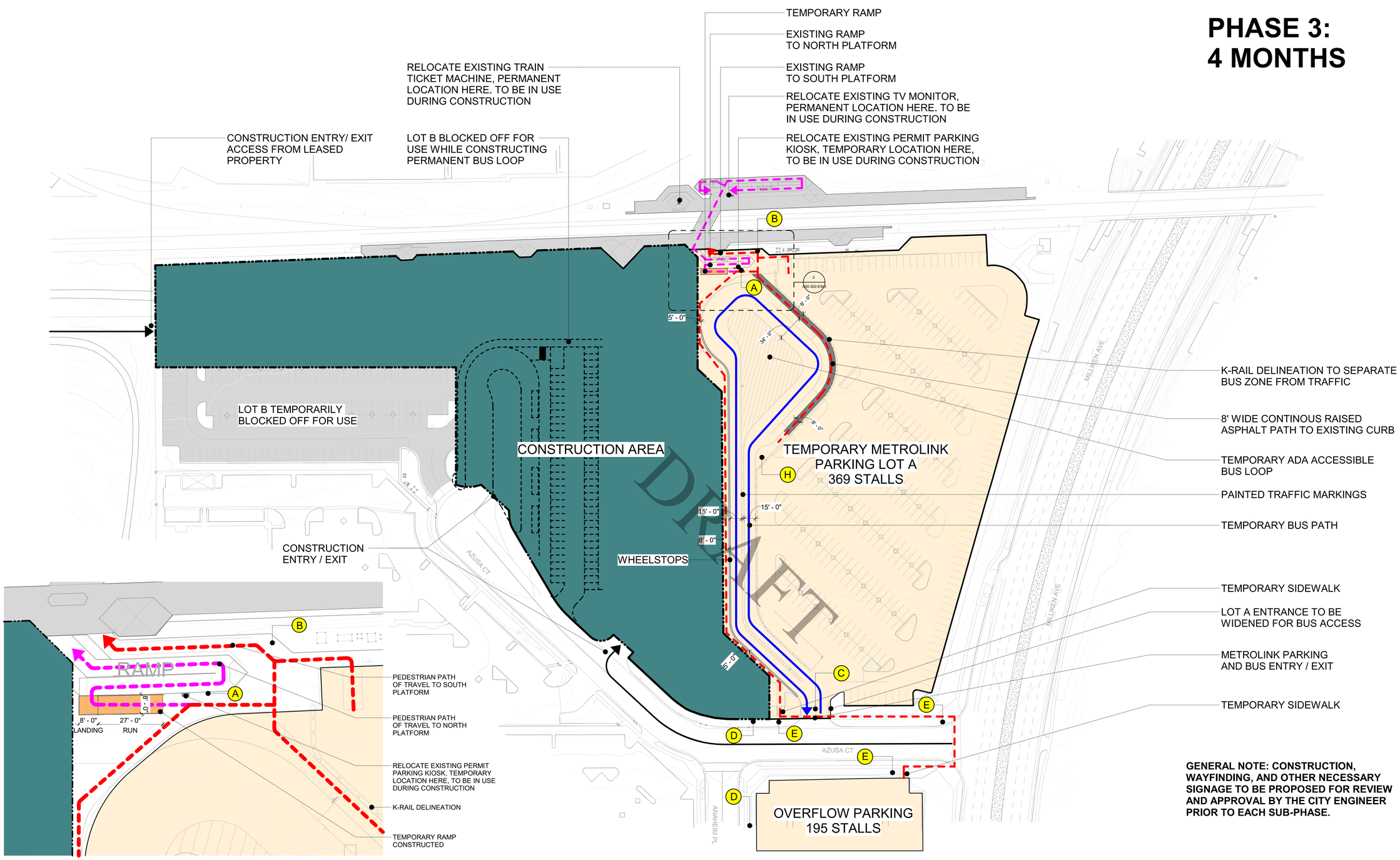
STATUS
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DRAWING TITLE
OVERALL SITE PLAN - PHASE 2

DRAWING NO.
A00-202-EW2

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PHASE 3:
4 MONTHS



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GENERAL NOTES

PHASE 3 SUMAMRY

- TEMPORARY BUS LOOP ON EAST SURFACE PARKING
- BUILD PERMANENT RAMPS TO METROLINK PLATFORMS
- UNDERGROUND UTILITIES IN CONSTRUCTION AREA
- CONSTRUCT PERMANENT BUS LOOP AND PHASE 4 TEMPORARY ADA PARKING
- OPEN METROLINK SURFACE LOT SOUTH OF AZUSA CT.

ENABLING WORKS LEGEND

- PUBLIC ACCESS
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SIGNAGE LEGEND

- A TO NORTH PLATFORM
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- C METRO PARKING
- D ADDITIONAL METRO PARKING
- E TO STATION
- F TO PLATFORMS
- G BUSES ONLY

PARKING COUNT

TEMPORARY LOT A - STANDARD	358
TEMPORARY LOT A - ADA	11
OVERFLOW PARKING - STANDARD	195
TOTAL ADA STALLS	11
TOTAL STANADARD STALLS	553
GRAND TOTAL	564

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	SCALE	As Indicated
	ISSUED	04/01/25

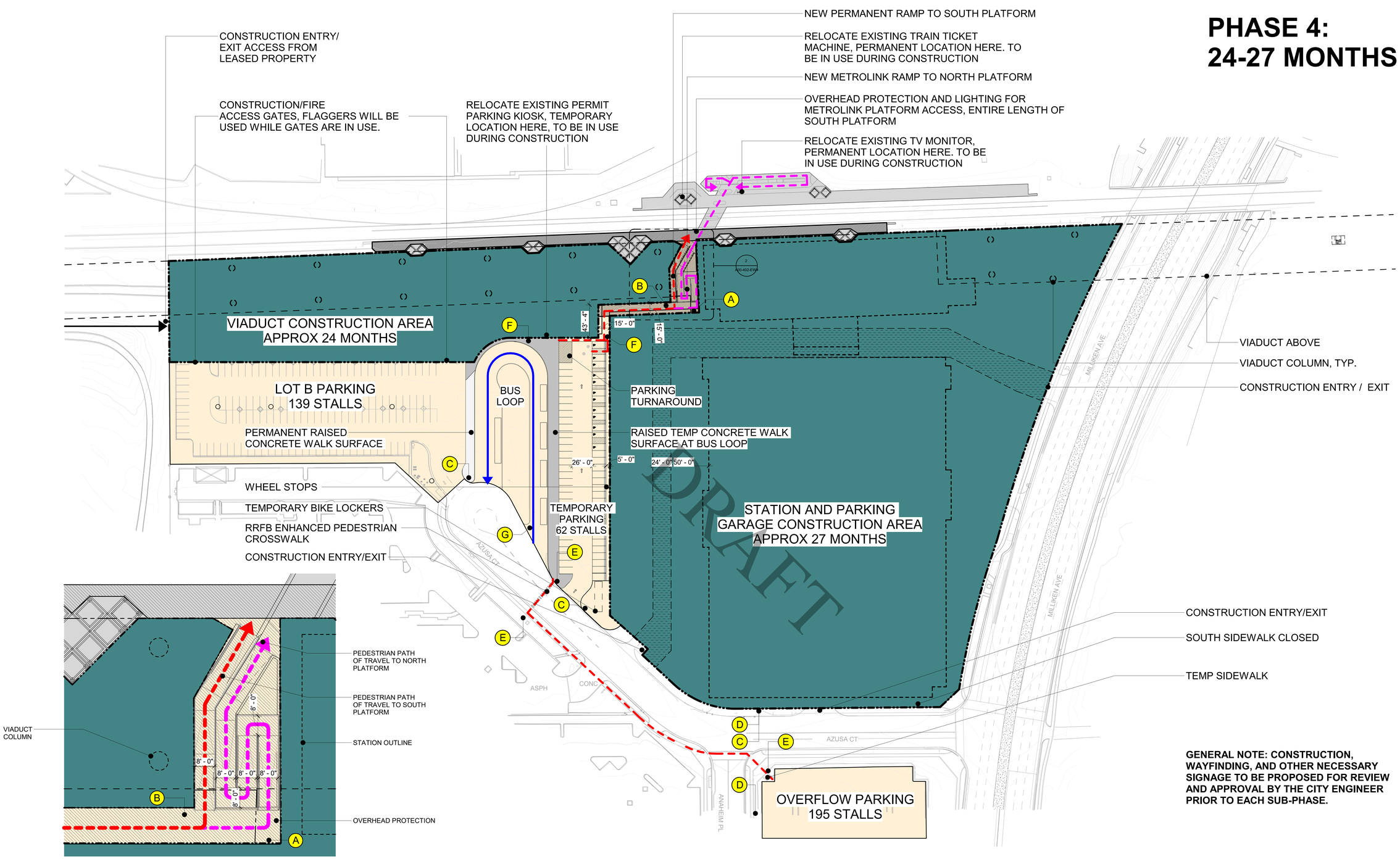
STATUS
DD PRICING

DRAWING TITLE
OVERALL SITE PLAN - PHASE 3

DRAWING NO.
A00-302-EW3

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with DesertXpress)

PHASE 4: 24-27 MONTHS



GENERAL NOTE: CONSTRUCTION, WAYFINDING, AND OTHER NECESSARY SIGNAGE TO BE PROPOSED FOR REVIEW AND APPROVAL BY THE CITY ENGINEER PRIOR TO EACH SUB-PHASE.

GENERAL NOTES

PHASE 4 SUMAMRY

- PERMANENT BUS LOOP IN PLACE
- TEMPORARY ADA PARKING LOT ADJACENT NEW BUS LOOP
- PROTECTED PASSAGE TO NEW METROLINK RAMPS WITH OVERHEAD PROTECTION
- USE METROLINK SURFACE LOT SOUTH OF AZUSA CT.
- CONSTRUCT VIADUCT, STATION BUILDING, AND PARKING GARAGE

ENABLING WORKS LEGEND

- PUBLIC ACCESS
- CLOSED CONSTRUCTION AREA
- ACCESSIBLE CONSTRUCTION AREA
- OVERHEAD PROTECTION
- STAGING AREA
- BUILDING OUTLINE
- PROPERTY LINE
- BARRICADE
- S. PLATFORM ACCESS
- N. PLATFORM ACCESS
- CONSTRUCTION ACCESS
- BUS ACCESS
- IEUA SEWER
- NEW UTILITIES

SIGNAGE LEGEND

- (A) TO NORTH PLATFORM
- (B) TO SOUTH PLATFORM
- (C) METRO PARKING
- (D) ADDITIONAL METRO PARKING
- (E) TO STATION
- (F) TO PLATFORMS
- (G) BUSES ONLY

PARKING COUNT

LOT B- STANDARD	139
OVERFLOW PARKING - STANDARD	195
TEMPORARY PARKING - STANDARD	50
TEMPORARY PARKING - ADA	12

TOTAL ADA STALLS	12
TOTAL STANDARD STALLS	384
GRAND TOTAL	396

NORTH

brightline west

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PROJECT NO. 22052 | ADDRESS -

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REV	DATE	DESCRIPTION

KEY PLAN

STAMP

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PROJECT NUMBER	22052	DRAWN	Author
		CHECKED	Checker
		SCALE	As indicated
		ISSUED	04/01/25

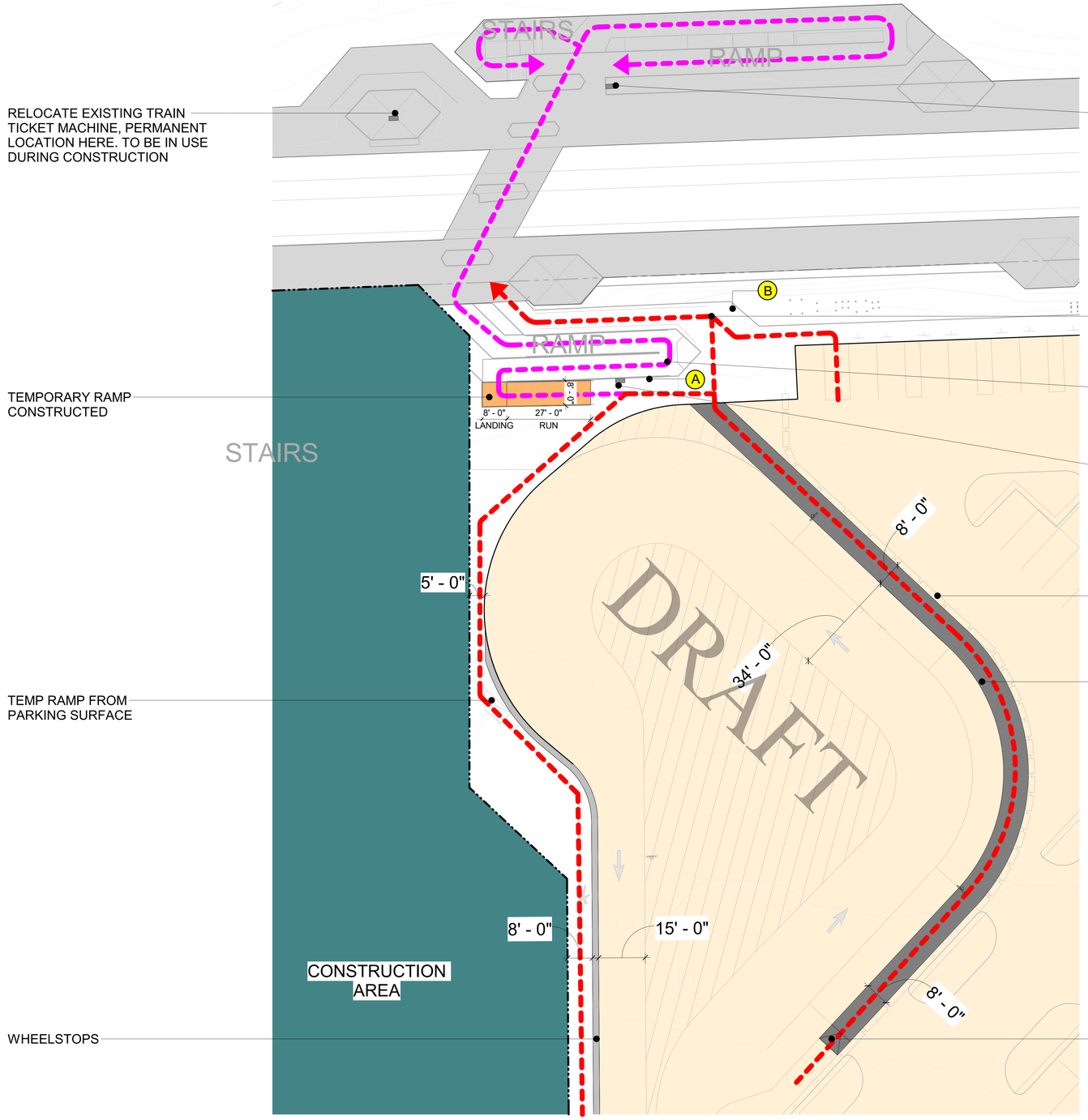
STATUS
DD PRICING

DRAWING TITLE
OVERALL SITE PLAN - PHASE 4

DRAWING NO.
A00-402-EW4

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with DesertXpress)

PHASE 3:
4 MONTHS



RELOCATE EXISTING TRAIN TICKET MACHINE, PERMANENT LOCATION HERE. TO BE IN USE DURING CONSTRUCTION

TEMPORARY RAMP CONSTRUCTED

TEMP RAMP FROM PARKING SURFACE

WHEELSTOPS

RELOCATE EXISTING TV MONITOR, PERMANENT LOCATION HERE. TO BE IN USE DURING CONSTRUCTION

PEDESTRIAN PATH OF TRAVEL TO SOUTH PLATFORM

PEDESTRIAN PATH OF TRAVEL TO NORTH PLATFORM

RELOCATE EXISTING PERMIT PARKING KIOSK, TEMPORARY LOCATION HERE, TO BE IN USE DURING CONSTRUCTION

K-RAIL DELINEATION TO SEPARATE BUS ZONE FROM TRAFFIC

8' WIDE CONTINOUS RAISED ASPHALT PATH TO EXISTING CURB

TEMP RAMP

GENERAL NOTES

PHASE 3 SUMAMRY

- TEMPORARY BUS LOOP ON EAST SURFACE PARKING
- BUILD PERMANENT RAMPS TO METROLINK PLATFORMS
- UNDERGROUND UTILITIES IN CONSTRUCTION AREA
- CONSTRUCT PERMANENT BUS LOOP AND PHASE 4 TEMPORARY ADA PARKING
- OPEN METROLINK SURFACE LOT SOUTH OF AZUSA CT.

ENABLING WORKS LEGEND

- PUBLIC ACCESS
- CLOSED CONSTRUCTION AREA
- ACCESSIBLE CONSTRUCTION AREA
- OVERHEAD PROTECTION
- STAGING AREA
- BUILDING OUTLINE
- PROPERTY LINE
- BARRICADE
- S. PLATFORM ACCESS
- N. PLATFORM ACCESS
- CONSTRUCTION ACCESS
- BUS ACCESS
- IEUA SEWER
- NEW UTILITIES

SIGNAGE LEGEND

- (A) TO NORTH PLATFORM
- (B) TO SOUTH PLATFORM
- (C) METRO PARKING
- (D) ADDITIONAL METRO PARKING
- (E) TO STATION
- (F) TO PLATFORMS
- (G) BUSES ONLY

PARKING COUNT

TEMPORARY LOT A - STANDARD	358
TEMPORARY LOT A - ADA	11
OVERFLOW PARKING - STANDARD	195

TOTAL ADA STALLS	11
TOTAL STANADARD STALLS	553
GRAND TOTAL	564

NORTH

brightline west

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CHECKED Checker
SCALE As indicated
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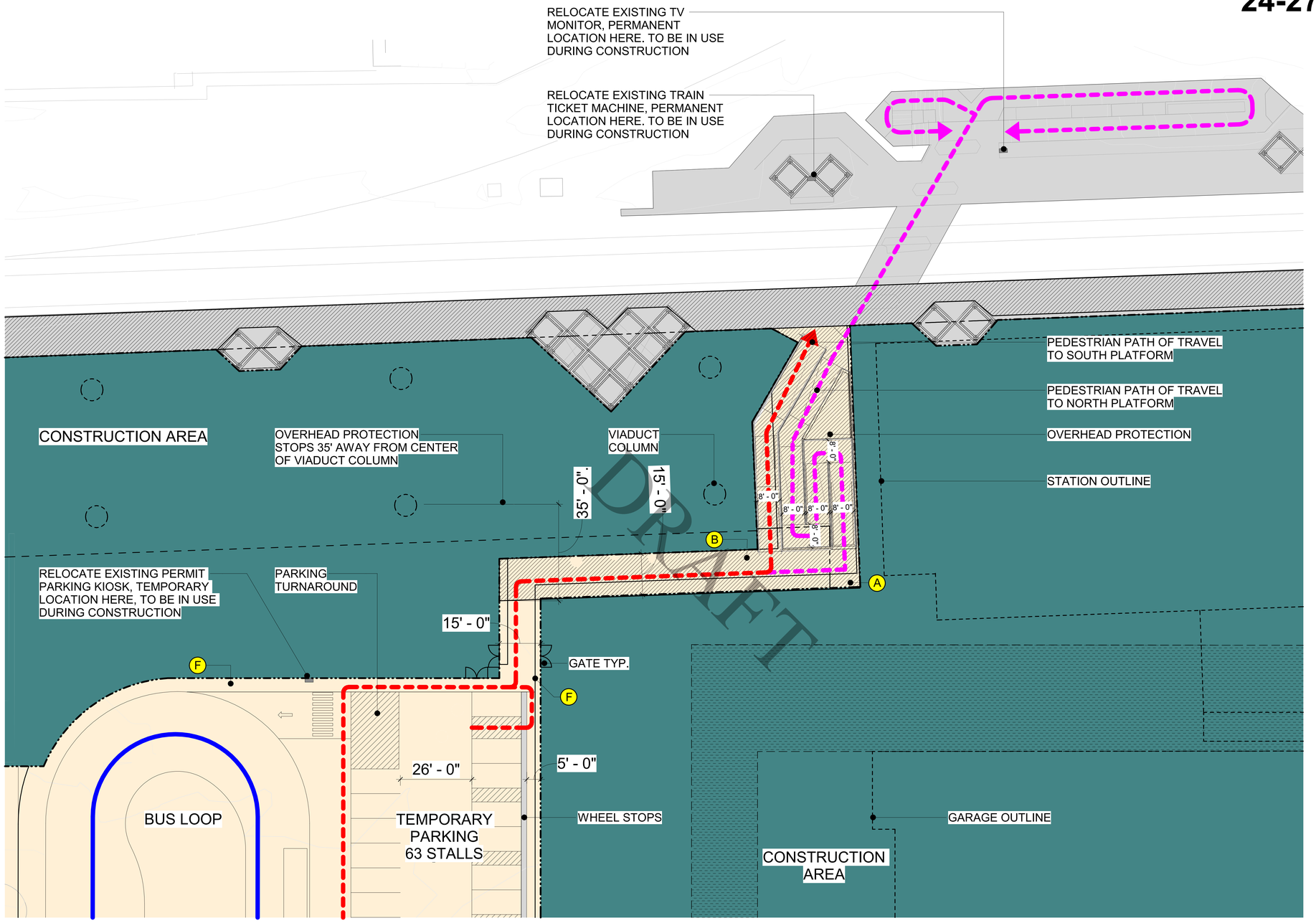
STATUS
DD PRICING

DRAWING TITLE
ENLARGED PLAN
TEMPORARY RAMP ACCESS

DRAWING NO.
A01-202-EW3

Attachment: 23-1002894-05 [FOR PRINT] (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with DesertXpress)

PHASE 4:
24-27 MONTHS



GENERAL NOTES

PHASE 4 SUMAMRY

- PERMANENT BUS LOOP IN PLACE
- TEMPORARY ADA PARKING LOT ADJACENT NEW BUS LOOP
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- CONSTRUCT VIADUCT, STATION BUILDING, AND PARKING GARAGE

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- N. PLATFORM ACCESS
- CONSTRUCTION ACCESS
- BUS ACCESS
- IEUA SEWER
- NEW UTILITIES

SIGNAGE LEGEND

- (A) TO NORTH PLATFORM
- (B) TO SOUTH PLATFORM
- (C) METRO PARKING
- (D) ADDITIONAL METRO PARKING
- (E) TO STATION
- (F) TO PLATFORMS
- (G) BUSES ONLY

PARKING COUNT

LOT B- STANDARD	139
OVERFLOW PARKING - STANDARD	195
TEMPORARY PARKING - STANDARD	50
TEMPORARY PARKING - ADA	12

TOTAL ADA STALLS	12
TOTAL STANDARD STALLS	384
GRAND TOTAL	396

NORTH

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ENLARGED PLAN
TEMPORARY RAMP ACCESS

DRAWING NO.
A01-402-EW4

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SCHEDULE 1

APPROVED FORM OF CC&RS

[See Attached]

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RECORDING REQUESTED BY:
AND WHEN RECORDED MAIL TO:

DesertXpress Enterprises, LLC
8329 W. Sunset Road, Suite 150
Las Vegas, NV 89113
Attn: David Pickett, Esq.

With a copy to:

City of Rancho Cucamonga
10500 Civic Center Drive
Rancho Cucamonga, CA 91730
Attn: City Manager

San Bernardino County Transportation Authority
1170 W. Third Street, 2nd Floor
San Bernardino, CA 92410
Attn: Director of Transit and Rail

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Free Recording Requested per Government Code 27383.

CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS

(RANCHO CUCAMONGA HSR STATION)

These Conditions, Covenants, Restrictions and Easements (RANCHO CUCAMONGA HSR STATION) (this "***Agreement***") are entered into by and among the **CITY OF RANCHO CUCAMONGA**, a California municipal corporation (the ***"City"***), the **SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**, a public entity (***"SBCTA"***), and together with the City, the ***"Public Agencies"***, and **DESERTXPRESS ENTERPRISES, LLC**, a Nevada limited liability company d/b/a Brightline West and qualified to do business in California (***"Developer"***). The City, SBCTA, and the Developer may hereinafter be referred to individually as a ***"Party"*** and collectively as the ***"Parties"***.

R E C I T A L S :

A. Concurrently herewith, Developer acquired from the Public Agencies that certain real property legally described on ***Exhibit A*** attached hereto (the ***"Station Property"***) for the purpose of developing a train station and related infrastructure for a privately owned and publicly

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accessible high-speed passenger railroad and local rail service, including station parking facilities and related station uses, subject to easements reserved by the Public Agencies (the ***"Reserved Easements"***) in the grant deed, recorded immediately prior hereto, whereby Developer acquired the Station Property (the ***"Grant Deed"***), all in accordance with the terms and conditions of that certain Disposition and Development Agreement, dated October 5, 2022, entered into between the Parties (as amended by the first, second, third and fourth amendments, the ***"DDA"***). The Station Property expressly excludes the Surface Property (defined below).

B. The Public Agencies retained ownership of that certain real property legally described on ***Exhibit B*** attached hereto (the ***"Surface Property"***) for the purpose of continuing to operate surface parking separate and distinct from the HSR Station (defined below).

C. The Station Property and the Surface Property are adjacent to a transit center owned and operated by the Public Agencies and which currently includes public parking and connections to the passenger railroad service operated and maintained by SCRRA ("***Metrolink***") and public buses (collectively, "***Transit Center***"). The Transit Center includes, without limitation, the real property on which the Transit Center is located as legally described on ***Exhibit C*** attached hereto.

D. Pursuant to the terms of the DDA, a portion of the Transit Center will be developed by Developer with a joint use passenger pick up and drop off area ("***PUDO***"). Following the initial development of the PUDO by Developer, the PUDO shall be operated and maintained by the Parties pursuant to the terms hereof. The PUDO includes without limitation the real property on which the PUDO is located as legally described on ***Exhibit D*** attached hereto.

E. The Station Property, the Surface Property and the PUDO (each individually a ***"Property"*** and collectively, the ***"Properties"***) are legally independent separate interests in real property. The Station Property is above and below the Surface Property, there are easements that travel through specific limited areas of the Surface Property that permit columns and specific utilities adjacent to such columns to traverse through and exist within such specific limited areas of the Surface Property to support the HSR Station and the Surface Property requires certain easements over the Station Property to connect with the adjacent PUDO and Transit Center, all as further described herein. The Parties are entering into this Agreement to establish easements, covenants and restrictions, all intended to establish and protect the estates, general plan of ownership, use and enjoyment of each Party's Property.

F. The Public Agencies and the Developer intend that this Agreement be a covenant running with the land pursuant to Section 1468 of the California Civil Code.

NOW, THEREFORE, for good and valuable consideration, the Parties hereby confirm the accuracy of the foregoing recitals, and covenant and agree as follows:

A G R E E M E N T :

1. DEFINITIONS. The following is not an exhaustive list of all defined terms in this Agreement and excludes many defined terms used in only one Section hereof, but instead includes certain key defined terms that are used throughout this Agreement.

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1.1 Agreement. As set forth in the preamble above, ***Agreement*** means these Conditions, Covenants, Restrictions and Easements, as amended from time to time.

1.2 City. As set forth in the preamble above, ***City*** means the City of Rancho Cucamonga, California.

1.3 Developer Permittee. ***Developer Permittee*** means employees, agents, visitors, contractors, patrons, guests or invitees of Developer.

1.4 DDA. ***DDA*** is defined in Recital A.

1.5 HSR Station. ***HSR Station*** means that certain private, but publicly accessible, passenger train station, including all train platforms, common areas, and parking areas located on the Station Property and columns within easements within the Surface Property, but otherwise expressly excluding the Surface Property, including:

1.5.1 the shell (including the exterior skin) and core of the HSR Station;

1.5.2 all structural support elements existing in, on, under and throughout the HSR Station shell and core, including all footings, girders, columns, braces, foundations, load-bearing walls, utility-bearing walls and other standard support elements, and every wall, column, floor, ceiling, footing, foundation or other vertical or horizontal improvement in the HSR Station;

1.5.3 the elevators, including the elevator shafts, elevator cabs, doors, elevator lobbies, and related machinery and equipment rooms, if any, in, to and serving the HSR Station;

1.5.4 area drains, scuppers, stairways, vaults, mechanical shafts, pipes, lines, mains, conduits, flues, risers, auxiliary generator room, clarifier, and any other equipment, fixtures, machinery, system or apparatus in, to and which benefit the HSR Station; and

1.5.5 any fire and life safety and sprinkler systems in, to and serving the HSR Station, including alarms, fire sprinkler pipes, and the sensors, pipes and fire sprinkler heads.

1.6 Metrolink. ***Metrolink*** is defined in Recital C.

1.7 Official Records. ***Official Records*** means the Official Records of San Bernardino County, California.

1.8 Party. ***Party*** is defined in the preamble.

1.9 Permittee. ***Permittee*** means either a Developer Permittee or a Public Agency Permittee.

1.10 Properties. ***Properties*** is defined in Recital E.

1.11 PUDO. ***PUDO*** is defined in Recital D; and the PUDO includes the real property on which it is located, as legally described on ***Exhibit D*** attached hereto.

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Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

1.12 Public Agencies Permittee. ***Public Agencies Permittee*** means employees, agents, visitors, contractors, patrons, guests or invitees of either or both of the Public Agencies.

1.13 San Gabriel Subdivision Lease Agreement. ***San Gabriel Subdivision Lease Agreement*** means that certain San Gabriel Subdivision Lease Agreement entered into between SBCTA and Developer, dated March 2, 2022.

1.14 SBCTA. As set forth in the preamble above, ***SBCTA*** means San Bernardino County Transportation Authority.

1.15 Station Property. ***Station Property*** is defined in Recital A and legally described on ***Exhibit A*** attached hereto.

1.16 Surface Property. ***Surface Property*** is defined in Recital B and legally described on ***Exhibit B*** attached hereto. For purposes of interpreting the maintenance rights and obligations described in this Agreement, the actual boundaries of the Surface Property shall be deemed to extend to the interior unfinished surfaces of the walls, floors, and ceilings that surround the ground floor level (first floor) of the HSR Station and shall exclude all components of the HSR Station described below.

1.17 Transit Center. ***Transit Center*** is defined in Recital C; and the Transit Center includes the real property on which it is located, as legally described on ***Exhibit C*** attached hereto.

2. USE RESTRICTIONS.

2.1 Use Restrictions. The Properties shall only be operated for transit and transit-related purposes including, without limitation, appurtenances and appurtenant uses thereto.

2.2 Maintenance and Security. To the extent permitted by any applicable law, each Party hereby covenants and agrees to use commercially reasonable efforts to limit loitering, smoking, panhandling, vagrancy and other nuisance and/or unlawful conduct in and on its respective Property, including, without limitation, posting and maintaining signs that prohibit such activities in reasonable locations; however, (a) the Public Agencies' obligations under this Section shall be satisfied by enforcing the prohibitions for the Surface Property with the same level of security services that the Public Agencies obtain and provide for the Transit Center, and (b) the Developer's obligations under this Section shall be satisfied by enforcing the prohibitions for the Station Property with the level of security services required by this Section 2.2 or the highest level that Developer obtains and provides for any other train station that is owned or operated by Developer within the State of California.

2.2.1 ***Repair and Maintenance of Vehicles and Equipment***. Except for short-term emergency situations, repair or maintenance of vehicles or mechanical equipment shall not be permitted within/in or on the Properties.

2.2.2 ***Security***. Each Party shall hire and maintain all such security services, including, without limitation, the presence of onsite security personnel and the placement

DRAFT

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

of security cameras or devices within their respective Properties, as such Party reasonably determines may be appropriate.

2.2.3 ***Ceiling, Wall, Column and Floor Penetrations***. The Public Agencies and Public Agency Permittees shall be permitted to install signs, lighting, traffic safety mirrors, security systems and other parking related equipment on interior facing walls, floors and ceilings surrounding the Surface Property and columns within the Surface Property, and in connection therewith, reasonably bolt or otherwise affix and install items on the walls, columns, floors, and ceilings that surround, or are within, the Surface Property; provided, however, that in connection with the foregoing, the Public Agencies shall not adversely impact the structural integrity of the HSR Station or any improvements therein. If a necessary repair or property improvement requires a penetration that would be reasonably likely to adversely affect the HSR Station, then the Public Agencies and/or Public Agency Permittee(s) shall reasonably coordinate such repairs or property improvements with the Developer. Notwithstanding the foregoing, nothing contained herein shall be deemed to prohibit the Public Agencies and Public Agency Permittees from reasonably painting or repainting (as necessary) parking stripes, parking stalls or directional signage on the interior facing walls, paved floors, and columns that enclose, or are within, the Surface Property. The Parties shall reasonably cooperate regarding the design and installation of exterior directional signage to the Surface Property, which shall be consistent in style with the directional signage into the parking for the HSR Station except to the extent necessary to incorporate the official seals or logos of the Public Agencies or Metrolink.

3. MAINTENANCE AND OPERATIONAL OBLIGATIONS.

3.1 Maintenance and Repair. Except to the extent any damage is caused by another Party or Parties, in which event the damaging Party or Parties shall be responsible for such repair, each Party or Parties (that is, the Public Agencies) shall be solely responsible to perform all maintenance and repair obligations with respect to its or their respective Property, such that each Property is maintained in good condition and repair, including ensuring that its or their Property is on a reasonable periodic basis cleaned, swept and otherwise kept reasonably free of all trash, debris and standing water. For the avoidance of doubt, subject to the proviso at the beginning of the first sentence of this Section 3.1, Developer shall be solely responsible for maintaining the Station Property, including, without limitation, (a) the HSR Station, (b) the structural integrity of the columns which traverse the Surface Property, and (c) any utilities serving the HSR Station that traverse the Surface Property adjacent to the columns while the Public Agencies shall be solely responsible for maintaining the Surface Property, including without limitation the interior surfaces of each of the walls, columns, floors, and ceilings that surround the Surface Property, including graffiti removal. For the purposes of clarity, subject to the proviso at the beginning of the first sentence of this Section 3.1 and except for periods in which Developer is installing subterranean improvements under the Surface Property such that maintenance by the Public Agencies would interfere therewith, if the paved floor is damaged, the Public Agencies shall have the right and the obligation to repair said floor and sufficient access is hereby granted by Developer to the Public Agencies to perform such repair work. The Public Agencies' right and obligation to make such repairs to the paved floor shall automatically terminate upon the Developer's installation of any subterranean improvements (other than utilities or other similar installations) under the Surface Property, if ever. For the avoidance of doubt, when a Party is responsible for repair or maintenance under this Section 3.1, such responsibility shall include all costs relating thereto.

DRAFT

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

3.2 Cooperation. The Developer and the Public Agencies shall reasonably cooperate with one another in good faith in the performance of their obligations under this Section 3.

3.3 Operation of HSR Station. Developer shall operate the HSR Station at the Station Property at all times Developer maintains a high-speed passenger rail system in Southern California so as to ensure that all regularly scheduled passenger trains stop at the Station Property in accordance with the San Gabriel Subdivision Lease Agreement. Express, special event, and charter train services are not required to stop at the Station Property; however, Developer may not provide only express, special event and/or charter train services.

3.4 Modifications After Initial Construction. Following the completion of the HSR Station by Developer and the surface parking improvements by the Public Agencies, neither Party shall materially alter, renovate, modify or add to the exterior of any improvements without the prior written consent of the other Party, which consent is not to be unreasonably withheld, conditioned or delayed.

3.5 Operation of PUDO. Developer shall operate and maintain the PUDO after completion and acceptance thereof, provided, however, that the City and/or SBCTA shall reimburse Developer on a pro rata basis for its allocable share of such operation and maintenance costs, which shall be calculated based on the square footage of the Surface Property owned by the City and/or SBCTA in relation to the square footage of the Developer's parking garage within the HSR Station. Utility services to the PUDO shall be separately metered such that (i) irrigation water and electrical service to the Omnitrans bus loop and the Pedestrian Tunnel (defined below) area and associated ramps and stairs, shall be metered and billed directly to the City and/or SBCTA, and (ii) irrigation water and electrical service to all other areas within the PUDO shall be metered and billed directly to Developer. Security services for the PUDO shall be coordinated between Developer and the City and/or SBCTA, with each Party responsible for including the PUDO in its respective security patrols. Further, the Parties shall cooperate in good faith to implement the following protocols for operation of the PUDO:

3.5.1 The Parties shall meet and confer at least annually in the first quarter of the calendar year to:

(a) Address any operational needs or deficiencies related to the PUDO;

(b) Identify and agree upon estimated changes affecting estimated budget requirements for the following fiscal year (July 1 to June 30) related to obligations under these CC&Rs; and

(c) Notify the other Parties of any known security incidents occurring within the PUDO, including, without limitation, criminal activity, vandalism, accidents involving personal injury or property damage, or other threats to the safety, integrity, or proper use of the PUDO (each, an ***"Incident"***). Each Party shall maintain and share upon request reasonable incident logs, including time, nature, and disposition of each reported Incident.

DRAFT

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

3.5.2 In the event of an emergency involving immediate threats to public health or safety within the PUDO, each Party shall have the independent right to respond without prior notice to the other Party, including by contacting emergency services, securing affected areas, or evacuating persons as necessary. As soon as reasonably practicable after the initial emergency response, the responding Party shall notify the other Parties of the nature of the emergency, the actions taken, and any follow-up measures that may be required.

3.5.3 Developer shall have primary responsibility for promulgating, posting, and enforcing reasonable rules and regulations governing the use of the PUDO, subject to City's and/or SBCTA's approval to ensure consistency with public use requirements, which the City and SBCTA shall not unreasonably withhold, condition, or delay. Each Party shall reasonably assist in the enforcement of such rules and regulations during their security patrols, including by issuing warnings or contacting law enforcement as appropriate. No Party shall independently implement new security-related policies, signage, or access restrictions within the PUDO without the prior written consent of the other Parties, except in the case of an emergency where immediate temporary action is required.

4. EASEMENTS.

4.1 Easements for the Benefit of the Surface Property. The Public Agencies and Public Agency Permittees shall benefit from, and there are hereby established and granted for the benefit of the Public Agencies and Public Agency Permittees, the following easements over portions of the Station Property, which shall be appurtenant to the Surface Property:

4.1.1 ***Access Easements***. Nonexclusive access easements over and across those portions of the Station Property for the purposes described below and subject to Public Agencies' approval of plans as described in DDA Section 3.4:

(a) a pedestrian access easement across that portion of the Station Property as depicted on ***Exhibit E*** attached hereto to provide for free, unrestricted and contiguous ingress and egress between the Surface Property and the Transit Center. For the avoidance of doubt, such access easement shall correspond to the actual improvements constructed that provide for such ingress and egress and not the attached legal description to the extent there is any discrepancy between the two.

(b) a pedestrian access easement over and across those portions of the Station Property designated by Developer, including stair and elevator access, that provides reasonable ingress and egress between the Surface Property and the communications building on adjacent property owned by the City ("***Communications Building***"). For equipment trucks that are too large to fit in the Surface Property, or which are necessary to be located within close proximity to the Communications Building when performing work on or inside of the Communications Building, and for fire and/or emergency vehicle access, Developer shall designate and maintain reasonable vehicular and parking access for such vehicles within the loading area off of Milliken Avenue or the drop off/pick up area on the main floor of the Station Property, together with pedestrian access designated by Developer that provides reasonable ingress and egress between such parking area and the Communications Building. Additionally, Developer shall provide and maintain an access gate through the existing fence between the San Gabriel

DRAFT

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

Subdivision right of way and the Communications Building and a gate through any other Developer owned physical barrier that would block access to the Communications Building, as applicable.

(c) For the avoidance of any doubt, the Grant Deed reserves to the Public Agencies additional utility, access, construction, and use easements over portions of the Station Property, as described and depicted in the Grant Deed.

4.1.2 ***Future Airport Tunnel Development***. Developer shall coordinate with SBCTA on the design of Developer's HSR Station to accommodate a future terminal station for the airport tunnel and shall not withhold, condition, or delay approval of actions to facilitate the delivery of a terminal station for the airport tunnel. This obligation is unconditional until approval of 100% design plans of the Developer's HSR Station pursuant to Section 4.2.3 by the Public Agencies, after which point in time this obligation is limited to that which is commercially feasible. In all cases, this obligation extinguishes once the terminal station for the airport tunnel has completed construction on either the Transit Center or the Surface Property, and is conditional upon the parties agreeing to consideration for additional design and construction costs incurred by Developer to make such accommodations and credit towards such costs for construction savings as a consequence of not being required to bridge the HSR Station over an underground tunnel easement.

4.2 Easements for the Benefit of the Station Property. The Developer and the Developer Permittees shall benefit from, and there are hereby established and granted for the benefit of the Developer and the Developer Permittees, the following easements over portions of the Surface Property, which shall be appurtenant to the Station Property:

4.2.1 ***Developer Maintenance Obligations***. Nonexclusive easements within, through and across the Surface Property and the PUDO as reasonably necessary for the purpose of performing the maintenance obligations described herein and the operation and security obligations in the PUDO. The rights of Developer and Developer's Permittees under this easement are subject to the obligation not to unreasonably interfere with the use or operation of the Surface Property, and, except in an "Emergency Situation" (as that term is defined below), to notify the Public Agencies at least thirty (30) days in advance of the dates, times and scope of maintenance and to cooperate in good faith with the Public Agencies in minimizing interference with the use and operation of the Surface Property; provided, however, if such maintenance or repair work does not impact access to or parking at the Surface Property, then Developer shall only be obligated to provide the Public Agencies with at least five (5) business days advance notice. At all times, until the completion of the HSR Station, Developer shall ensure that a minimum of (1) four hundred (400) parking spaces total across the Surface Property, the Milliken Site (defined below) and Transit Center (or such lesser amount if less than 400 parking spaces total exist at such time), or (2) an Approved Lesser Amount (defined below) of parking spaces total across the Surface Property, Transit Center and other nearby parking lots if the City sells the Milliken Site, and in both events, including sufficient ADA compliant parking stalls to satisfy ADA requirements, are available to Public Agencies' Permittees. Developer shall conduct parking counts on the Transit Center during the fall of 2025 and spring of 2026 and share such data with the Public Agencies for the Parties to collectively determine the actual peak parking demand, which in all events shall be no greater than 400 ("**Approved Lesser Amount**"). On or before the earlier of (i) August 1, 2026

DRAFT

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

or (ii) the date that less than the Approved Lesser Amount is available on the Transit Center, Milliken Site and other offsite parking areas, Developer shall obtain the administrative approval of the Public Agencies of a parking plan that provides for any delta between the available parking within such lots and the Approved Lesser Amount via parking within walking distance of the Transit Center or offsite parking with shuttle service. Such parking plan shall specifically identify any off-site parking sites and stalls with written guarantees of the availability of such parking and shuttle service, as applicable, to implement such parking plan. Additionally, Developer shall use commercially reasonable efforts to phase and stage its construction to limit, where possible, the time that the parking plan would be necessary. Anytime Developer reasonably determines that immediate maintenance or repair work is required to address an imminent threat to public health or safety (each, an ***"Emergency Situation"***), Developer shall give notice of such Emergency Situation to the Public Agencies as soon as possible after such determination and shall have the right to immediately act on providing such maintenance and repair work as is required to address the Emergency Situation; provided, however, that the foregoing language shall not be in denigration of any obligation, liability or duty of Developer under or pursuant to this Agreement or as provided by law, and the foregoing right shall not release or relieve Developer from any responsibility, liability or indemnification obligations arising out of, resulting from or relating to this Agreement.

4.2.2 ***Public Easements***. Fire, police, health and sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the HSR Station for the performance of their respective duties. Additionally, easements are hereby reserved in favor of all Parties for emergency ingress and egress over, through and across all portions of the HSR Station.

4.2.3 ***Support Columns, Utilities, Elevators and Stairs, and Beams Serving HSR Station***. Exclusive easements within, through and across only those portions of the Surface Property expressly and specifically designated and developed with elevators and stairs, columns and beams and specified utilities (i.e., only the following utilities: storm drain; water; sewer; electrical; telecommunication; and data, including similar future technologies) adjacent to such columns and beams per plans approved in advance and in writing by the Public Agencies which plans specifically show such beams, columns and utilities, for the purpose of installing, constructing, inspecting, placing, maintaining, repairing, replacing, and removing the structural columns, support beams, utilities within or adjacent to such columns, footings and any other structural components or support elements existing in, on, under and throughout the HSR Station, including incidental access as necessary to access such columns, utilities and beams for such purposes ("***Column and Beam Easement***"). Developer and the Public Agencies shall reasonably cooperate to designate the locations of such elevators and stairs, columns, utilities and beams on such plans to facilitate the optimal, but commercially reasonable, parking and vehicular and pedestrian circulation within the Surface Property. Developer, at Developer's sole cost and expense, shall ensure that, at all times, the columns, beams and utilities are located to provide at least 350 parking stalls available to Public Agencies' Permittees within the Surface Property, including sufficient ADA compliant parking stalls to satisfy ADA requirements. For the avoidance of doubt, Developer, at Developer's sole cost and expense, shall ensure that the Surface Property and the adjacent Transit Center, upon delivery by Developer to the Public Agencies following the initial construction of the Station Property by or for the benefit of Developer and temporary use and reconfiguration of the Transit Center pursuant to Section 4.2.4 below, collectively provide at

DRAFT

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

least 650 parking stalls, less any stall lost to accommodate the airport tunnel connection, to the extent applicable. Additionally, Developer, at Developer's sole cost and expense, shall ensure that the beams and any utilities adjacent to such beams are located to provide and maintain at least eight (8) feet of clear height space throughout the Surface Property. Except in an Emergency Situation, Developer shall notify the Public Agencies in writing at least thirty (30) days in advance for maintenance and at least sixty (60) days in advance for any construction, placing, repairing or removing work, of the dates, times and scope of maintenance or other work, and to cooperate in good faith with the Public Agencies in minimizing interference with the use and operation of the Surface Property; provided, however, if such maintenance or repair work does not impact parking at the Surface Property, then Developer shall only be obligated to provide the Public Agencies with at least five (5) business days advance notice. For the avoidance of doubt, if Developer desires to modify or add utilities in the future, the Public Agencies shall have reasonable review and approval rights with respect to any such modification or addition. Consistent with Section 4.2.1 above, anytime Developer reasonably determines that there is an Emergency Situation, Developer shall give notice of such Emergency Situation to the Public Agencies as soon as possible after such determination and shall have the right to immediately act on providing such maintenance and repair work as is required to address the Emergency Situation; provided, however, that the foregoing language shall not be in denigration of any obligation, liability or duty of Developer under or pursuant to this Agreement or as provided by law, and the foregoing right shall not release or relieve Developer from any responsibility, liability or indemnification obligations arising out of, resulting from, or relating to this Agreement.

4.2.4 ***Temporary Construction Easement on Transit Center and Milliken Site during the Initial Construction***. In connection with development of the HSR Station by Developer and during the construction thereof, the Public Agencies hereby grant to Developer a temporary construction easement for construction parking and staging purposes on the Transit Center, as well as the construction of ramps and stairs on the Transit Center, per plans approved by Public Agencies in accordance with DDA Section 3.4, to facilitate ingress and egress between the Station Property and the Transit Center and the reconfigured pedestrian ramp for access to the pedestrian tunnel between the north and southbound Metrolink platforms ("***Pedestrian Tunnel***"), and the City hereby grants to Developer a temporary construction easement for Metrolink and/or construction parking on the adjacent parking lot owned by the City on Anaheim Place, abutting Azusa Court and Milliken Avenue ("***Milliken Site***") until the completion of the HSR Station, but in any event no later than seven (7) years after Close of Escrow. However, with respect to the Milliken Site, the City may terminate the temporary construction easement no earlier than six (6) months after written notice from the City to Developer indicating that the City has reached agreement with a buyer for the sale of all of the Milliken Site (or for a material portion of the Milliken Site that requires termination of such temporary construction easement), subject only to City Council approval of the agreement, if such date is earlier than the completion of the HSR Station. Developer shall ensure that the design and construction of the ramp from the Station Property to the Transit Center is in accordance with all ADA requirements. Additionally, Developer shall ensure that the design and construction of such ramp includes and utilizes drains and non-slip surfaces; provided, however, that Developer shall ensure that such design and construction also provides for and is conducive to the commercially reasonable subsequent addition of an overhead covering to shield the ramp from rain. The Public Agencies and Developer shall coordinate regarding the location(s) and scope(s) of such construction parking and staging such that the combined Transit Center and Milliken Site continue to provide at least 400 parking

DRAFT

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

stalls or an Approved Lesser Amount are available to Public Agencies' Permittees, at least four bus drop off locations (including on Azusa Court if necessary), pedestrian access between such parking and bus drop off locations and the Metrolink platforms and legally compliant ADA parking, all in a manner reasonably acceptable to the Public Agencies. Prior to exercising any such rights described within this Section 4.2.4, Developer shall provide the Public Agencies with thirty (30) days' notice of Developer's plans for any occupancy or use of the easement, and the Developer must demonstrate to the reasonable satisfaction of the Public Agencies that safe and adequate circulation of pedestrian, vehicular, and bus movements are and will be provided for at all times during the term(s) of the easement. Developer shall provide the Public Agencies at least thirty (30) days' notice of any changes to the affected area, to enable the Public Agencies to provide notice to Metrolink and/or its patrons, and such changes must otherwise be in accordance with the terms of this Agreement. Commencing on the date which Developer takes possession of any temporary construction easement area, Developer shall compensate the Public Agencies for the temporary construction easement by paying them, on a monthly basis, on or before the first business day of each calendar month, without offset or deduction, a sum of money which is equal to the product of the following factors: (i) the total number of square feet then affected by the temporary construction easement, (ii) the affected property's fee value per square foot, multiplied by (iii) one third of a percent (1/3%). The fee value per square foot of the affected property shall first be established by an appraisal no older than six months at the time Developer first takes possession of any temporary construction easement area and shall be scaled by a factor of one and four hundredths (1.04) each year on the anniversary of said appraisal's date of valuation. If payment is not made within ten (10) business days after written notice from the City, then the outstanding sum shall immediately begin to accrue interest at the rate identified in Section 7 until paid. Notwithstanding the foregoing, Developer shall not pay for the temporary construction easement within the portion of the Transit Center designed for the future bus loop and PUDO during the construction of the bus loop and PUDO, given the significant improvements that Developer is making to such areas for the benefit of the Public Agencies, but Developer shall pay for other portions of the Transit Center during its use of the temporary construction easement within such portions and within the PUDO while such area is being used for construction staging relating to the Project. During the term of the temporary construction easement, Developer shall maintain the temporary construction easement area in good condition and repair. Following the termination of the temporary construction easement, Developer shall promptly return the portion of the Transit Center and Milliken Site, as applicable, used for the temporary construction easement to, with respect to the Transit Center, the improved condition per the approved plans, and to the Milliken Site, its condition immediately prior to the easement term.

For all facilities that the Public Agencies will own and control, Developer shall obtain customary and usual construction and installation warranties, shall assign all such warranties, on a non-exclusive basis and to the extent assignable, to the Public Agencies with respect thereto, and shall, whether or not such warranties are assigned, reasonably cooperate with the Public Agencies to enforce such warranties as necessary, including filing and pursuing warranty claims on behalf of the Public Agencies for non-assignable warranties.

4.2.5 ***Future Construction***. During the redevelopment of the Station Property, Developer on advance written notice, including without limitation the prior written approval of the Public Agencies of replacement parking as provided below, of not less than twelve (12) months, shall have the right to temporarily close the Surface Property for a reasonable

DRAFT

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

period of time not exceeding thirty-six (36) months (as the same may be extended by force majeure, but not otherwise) during the actual construction on the Station Property and subject to the terms of this Section 4.2.5. If, as a consequence of Developer's future construction, the Public Agencies would not have at least 400 parking spaces available during the period of construction, Developer shall provide reasonable replacement parking, compliant with ADA and all other applicable law, taking into account both then existing ADA parking areas located on the Transit Center and ADA requirements relating to the replacement parking, as applicable, and otherwise reasonably acceptable to the Public Agencies during the construction period and thereafter until the Surface Property is returned to its prior condition. The amount of such replacement parking provided by Developer shall ensure that the Public Agencies would have (i) 400 parking spaces if the Public Agencies had 400 or more parking spaces just prior to Developer's construction, or (ii) if the Public Agencies had less than 400 parking spaces just prior to Developer's construction, an amount equal to such lesser amount. Following such construction, Developer shall promptly return the Surface Property to its prior condition as of the date Developer took possession or per revised plans approved by the Public Agencies, if applicable. As an example only, if Developer develops a larger HSR station with below grade parking and the Surface Property, at the time of such construction, is used as a gated surface parking lot, Developer shall restore the Surface Property to a surface parking lot, including striping, lighting, and gates, as applicable (including any equipment that was previously installed by the Public Agencies).

4.2.6 ***Service Corridor for Baggage***. Developer may in the future, without any obligation to do so or to continue such service once commenced, build a service corridor from baggage handling room on the Station Property that would open onto the Pedestrian Tunnel to enable baggage service between BLW trains and Metrolink Trains. Developer shall construct the connection of the service corridor with the Pedestrian Tunnel per plans approved in advance and in writing by the Public Agencies and gate such corridor from the Pedestrian Tunnel to prevent access and vagrancy issues when not in use; said gate to be located entirely on the Station Property. Developer shall coordinate with the Public Agencies regarding the design thereof to maximize the continued functionality of the Pedestrian Tunnel and any construction work relating thereto to minimize impacts to the Transit Center.

4.2.7 ***Developer Pedestrian Access Easement***. The Public Agencies hereby grant to Developer a nonexclusive pedestrian access easement over and across the PUDO for free, unrestricted and contiguous ingress and egress between the Surface Property and the PUDO. For the avoidance of doubt, such access easement shall correspond to the actual improvements constructed.

5. INSURANCE.

5.1 Public Agency Insurance Requirements. With respect to the Surface Property, at all times the Public Agencies (or one of them) shall maintain property insurance coverage in amounts and types consistent with the coverage and amounts maintained on the Transit Center. To the extent both possible and reasonably available at commercially reasonable rates, Developer will be named as an Additional Insured on said insurance coverage and the Public Agencies will provide Developer reasonable evidence of said insurance upon request.

DRAFT

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

5.2 Developer Insurance Requirements. Developer at all times shall maintain the following insurance coverage:

5.2.1 **Property Insurance.** With respect to the PUDO, at all times Developer shall maintain property insurance coverage in amounts and types consistent with the coverage and amounts maintained by the City and/or SBCTA on the Transit Center. Insurance maintained by Developer, with respect to the PUDO, shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13, to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory.

5.2.2 **Commercial General Liability (CGL).** Developer shall maintain the insurance coverage set forth below in this Section 5.2.2 when the provisions of Section 5.3 do not apply. Commercial General Liability (CGL) with a limit not less than twenty-five million dollars ($25,000,000) per each occurrence and a general aggregate limit of not less than twenty-five million dollars ($25,000,000) providing coverage for bodily injury, property damage, and personal injury through any combination of primary and excess or umbrella liability insurance policies with limits restating annually. The CGL insurance must be written on an ISO occurrence form CG 00 01 04 13 or (with approval from the Public Agencies) substitute forms at least as broad as CG 00 01 04 13 coverage. All excess or umbrella policies must be "follow form" and afford no less coverage than the primary policy. Such CGL must provide coverage to the Insured Party as additional insureds using ISO Additional Insured Endorsement CG 20 10 and CG 20 26. Coverage shall be provided to the Insured Party for all claims arising from the Property of the Insured Party (as defined in Section 5.4.4 below), respectively, or proximately caused by reason of construction activities and the location and placement of improvements within the Property, unless caused by an Insured Party's gross negligence or willful misconduct.

5.3 Insurance During Construction. Developer shall maintain the following insurance coverage at all times during which it is performing construction work within either of the Properties:

5.3.1 ***Commercial General Liability (CGL)***. Commercial General Liability (CGL) with a limit not less than fifty million dollars ($50,000,000) each occurrence, fifty million dollars ($50,000,000) products and completed operations aggregate, and a general aggregate limit of not less than fifty million dollars ($50,000,000) providing coverage for bodily injury, property damage, and personal injury through any combination of primary and excess or umbrella liability insurance policies with one reinstatement general aggregate limit for the period of the policy(ies) term. Such policies must be project-specific with dedicated limits to the HSR Station. The CGL insurance must be written on an ISO occurrence form CG 00 01 04 13 or (with approval from the Public Agencies) substitute forms providing equivalent coverage. All excess or umbrella policies must be "follow form" and afford no less coverage than the primary policy. Such CGL must cover the Insured Party as additional insureds using ISO Additional Insured Endorsement CG 20 26 or and 20 10 and accompanied by 20 37 or equivalent forms with approval from the Public Agencies providing coverage to the Insured Party for completed operation losses. Coverage must be provided to the Insured Party for claims proximately caused by reason of the uses authorized, unless caused by the gross negligence or willful misconduct of the Insured Party.

DRAFT

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

The policy or policies shall be endorsed to remove exclusions pertaining to any railroads. There must not be any endorsement or modification of the CGL limiting the scope of coverage for liability assumed under an insured contract. Completed operations coverage must extend for as long as there is any exposure to liability under a statute of repose or any other applicable statute of limitations. If completed operations coverage through the end of statutory exposure is not commercially available, completed operations coverage must extend for at least ten (10) years from the completion date of such improvements. All excess or umbrella policies must contain a drop-down clause in the event of exhaustion of primary limits and provide coverage for primary CGL.

5.3.2 ***Commercial Automobile Insurance***. Developer shall provide evidence of commercial business auto coverage written on ISO form CA 00 01 10 01 (or, with approval from the Public Agencies, substitute form providing equivalent liability coverage) with a limit not less than one million dollars ($1,000,000) for each accident. Such insurance must cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy must contain an endorsement for coverage to operations in connection with a railroad. and an endorsement to cover liabilities arising out of the Motor Carrier Act - Hazardous materials clean up (MCS-90) with a sublimit of no less than one million dollars ($1,000,000). Developer shall require its general contractor to provide (and shall ensure that its general contractor does provide) evidence of commercial business auto coverage written on ISO form CA 00 01 10 01 (or, with approval from the Public Agencies, substitute form providing equivalent liability coverage) with a limit not less than twenty-five million dollars ($25,000,000) for each accident. Such insurance must cover liability arising out of any auto (including owned, hired, and non-owned autos) and can be satisfied by a combination of primary and excess and/or umbrella policies. The policy(ies) must contain an endorsement for coverage to operations in connection with a railroad and an endorsement to cover liabilities arising out of the Motor Carrier Act - Hazardous materials clean up (MCS-90) with a sublimit of no less than one million dollars ($1,000,000). All excess or umbrella policies shall contain a drop-down clause in the event of exhaustion of primary limits and provide coverage for primary auto liability.

5.3.3 ***Workers' Compensation and Employers Liability Insurance***. Developer shall provide evidence of Workers' Compensation insurance as required under California statutes including coverage for Employer's Liability with limits of at least one million dollars ($1,000,000) each accident, one million dollars ($1,000,000) each employee by disease, and a policy limit of one million dollars ($1,000,000) by disease. The excess liability policy must include employer's liability coverage limits to at least twenty-five million dollars ($25,000,000) and can be satisfied by a combination of primary and excess and/or umbrella policies. The workers' compensation policies must provide the following:

(a) A waiver of subrogation in favor of the Insured Party and the Permittees of the Insured Party;

(b) A voluntary compensation endorsement;

(c) An alternative employer endorsement, if applicable to the Insured Party's operations;

DRAFT

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

(d) Coverage for liability under the United States Longshore and Harbor Workers' Compensation Act on an "if any" basis or as otherwise appropriate;

(e) Coverage for liability under Title 46 of the U.S.C. § 688 on an "if any" basis or as otherwise appropriate; and

(f) An endorsement extending the policy to cover the liability of the insureds under the Federal Employer's Liability Act on an "if any" basis or as otherwise appropriate.

5.3.4 ***Professional Liability Insurance***. The Developer shall provide evidence of professional liability insurance, including prior acts coverage sufficient to cover all claims arising out of any professional services, including without limitation engineering, architectural, or land surveying work required in connection with such construction, procured, and maintained by those third parties performing such work for or on behalf of Developer. For the lead design contractor for the improvements in privity with Developer, the coverage must not be less than ten million dollars ($10,000,000) per claim and in the aggregate. For environmental assessments, land surveying work and any other site work, the coverage must not be less than two million dollars ($2,000,000) per claim and in the aggregate. For architectural, geotechnical engineers, and electrical engineers, the coverage must not be less than two million dollars ($2,000,000) per claim and in the aggregate. For structural engineers and civil engineers relating to such construction, the coverage must not be less than five million dollars ($5,000,000) per claim and in the aggregate. Developer shall also require any member of its design build team, any subconsultant, or any subcontractor performing professional design services for any portion of such construction work, to obtain and maintain (and shall ensure that they do obtain and maintain) professional liability insurance providing the same coverage, with limits of at least one million dollars ($1,000,000) per claim and in the aggregate. Developer shall procure and maintain a project specific Owner's Protective Professional Indemnity (OPPI) policy that provides coverage with limits of at least twenty-five million dollars ($25,000,000) per claim and in the aggregate for claims arising out of the liability of design and construction professionals. Such coverage must include coverage for claims filed directly against Developer by third-parties alleging negligence (arising from professional services of design firms).

No self-insured retention for Developer or any lead design entity is permitted to exceed five hundred thousand dollars ($500,000), without prior written approval from the Public Agencies, in their good faith discretion (which shall factor in whether such insurance is commercially available). Coverage must apply specifically to professional activities performed or contracted by Developer in support of the construction. The policy(ies) must have a retroactive date consistent with the inception of the first date of design or project or construction management activities, and no later than the date on which any contract or subcontract was issued. Developer agrees to maintain or to require its design professionals, subconsultants, or design-build subcontractors to maintain (and shall ensure that they do maintain), as appropriate, this required coverage for a period of no less than three years after the commencement of revenue service or to purchase an extended reporting period for no less than three years after the commencement of revenue service. If the contractor is working with a separate lead design entity, contractor must (and Developer shall ensure that contractor does) require the lead design entity to agree to maintain this coverage for a period of no less than three (3) years after completion of such construction.

DRAFT

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

5.3.5 ***Contractor's Pollution Liability***. Developer shall procure or cause to be procured contractor's pollution liability ("***CPL***") coverage throughout the period of construction. Coverage must be provided by a stand-alone policy with dedicated limits of no less than twenty-five million dollars ($25,000,000) per occurrence and twenty-five million dollars ($25,000,000) in the aggregate per policy period dedicated to the Property. Coverage must be written on an occurrence basis and extended for a minimum ten (10) year period with a separate limit available exclusively to the Property. The CPL policy must include coverage for investigation, removal, and remediation costs including monitoring or disposal of contaminated soil, surface water, groundwater or other media to the extent required by environmental laws caused by pollution conditions resulting from or exacerbated by covered operations; third-party bodily injury and property damage, provided that the third-party property damage liability coverage includes loss of use of damaged property or of property that has not been physically injured or destroyed, resulting from pollution conditions caused by or from conditions exacerbated by covered operations. The policy must have no exclusions or limitations for loss occurring over water including but not limited to a navigable waterway or for lead or asbestos. Coverage as required in this Section shall apply to sudden and non-sudden pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants. The CPL policy must also provide coverage for losses due to loading, unloading or transportation and liability imposed by off-site disposal of materials at a third-party disposal site including testing, monitoring, measuring operations or laboratory analysis and remediation. If the scope of work includes the disposal of any hazardous or non-hazardous materials from the job site, Developer shall furnish the Insured Party evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of five million dollars ($5,000,000) per loss and an annual aggregate of five million dollars ($5,000,000).

5.3.6 ***Railroad Protective Liability***. Developer shall provide, or cause to be maintained, any coverage as may be required by any railroad as a condition of the railroad's consent for entry onto railroad facilities or property. Such policy shall be effective during the period any construction is being performed within 50 feet of any railroad ROW. Coverage shall be written on Insurance Services Office occurrence Form CG 00 35 (or, with approval from the railroad requiring such insurance, substitute form providing equivalent coverage) on behalf of any railroad as a named Insured, with a limit specified by any railroad.

5.3.7 ***Builder's Risk Insurance***. Developer shall, upon commencement of construction, obtain and maintain a policy of builder's risk insurance for the construction. Coverage shall be written on an "all risk" basis and provided through a stand-alone policy dedicated solely to the Property. The insureds must include the contractor, all subcontractors (excluding those solely responsible for design work) of any tier, suppliers, and the Insured Party. The policy must cover all property, roads, buildings, bridge structures, other structures, fixtures, materials, supplies, foundations, pilings, machinery and equipment (excluding contractor's equipment) that are part of or related to the portions or elements of the construction, and the works of improvement, including permanent and temporary works and on-site materials, and including goods intended for incorporation into the works located at the Property, in storage or in the course of transit to the Property and all improvements that are within the Property. The builder's risk policy must include coverage for:

DRAFT

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

(a) Any ensuing loss from faulty workmanship or nonconforming work, including L.E.G. 3 wording;

(b) Machinery accidents and operational testing involving equipment covered by the policy;

(c) Removal of debris, with a sublimit of twenty-five percent (25%) of the loss subject to a limit of twenty-five million dollars ($25,000,000) and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all Properties

(d) Transit, including ocean marine coverage (unless insured by the supplier or through a separate marine cargo policy), with sub-limits sufficient to insure the full replacement value of any key equipment item;

(e) Replacement value of any property or equipment stored either on or off the Property;

(f) Coverage limits sufficient to insure for the following perils subject to applicable sub-limits for these perils based on the probable maximum loss of the insured property:

(i) Collapse;

(ii) Terrorism;

(iii) Earthquake;

(iv) Flood;

(g) Plans, blueprints and specifications; and

(h) Demolition and increased cost of construction as required by law or ordinance subject to applicable sub-limits.

There must be no coinsurance penalty provision in any such policy. All deductibles or self-insured retentions must be the sole responsibility of Developer.

The policy must provide a "severability of interests provision," "multiple insured's clause" or similar wording that the policy is to apply to each insured as if a separate policy had been issued to each insured except as to limits.

Developer shall also require the general contractor and its subcontractors to procure and maintain (and shall ensure that they do procure and maintain) coverage for tools and equipment owned, leased or used by the general contractor or subcontractors in the performance of their work under this contract.

Upon completion of construction, Developer shall provide evidence of "all risk" property insurance covering the improvements, with coverage sufficient to cover the probable maximum

DRAFT

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

loss of such improvements and alterations made by Developer pursuant to the terms hereof, which must include "all risk" coverage using the ISO Causes of Loss - Special Form or (with approval from the Public Agencies) its equivalent, as well as flood insurance, subject to applicable sub-limits for natural hazard exposures based on the probable maximum loss of such improvements.

5.4 General Insurance Requirements.

5.4.1 ***Self Insurance/Deductible***. The policy or policies under which coverage is provided by Developer may include a deductible or self-insured retention not in cumulative excess of ten million dollars ($10,000,000) on the condition that:

(a) Each insurance policy expressly provides that the obligations of the policy issuer to the Insured Party an additional insured are not to be diminished in any way by Developer failure to pay its deductible or self-insured retention obligation for any reason;

(b) Developer provides a declaration under penalty of perjury by a Certified Public Accountant (CPA) acceptable to the Insured Party and who shall apply a Fiduciary Standard of Care, certifying the accountant has applied Generally Accepted Accounting Principles (GAAP) guidelines confirming that Developer has sufficient funds and resources to cover any self-insured retentions if the cumulative self-insured retentions from all required insured policies are in excess of one million dollars ($1,000,000); and

(c) Developer promptly pays any and all amounts due under such deductible or self-insured retention in lieu of insurance proceeds that would have been payable if the insurance policies had not included a deductible or self-insured retention amount.

5.4.2 ***Definition of "Self Insurance"***. As used in this Section, "self insurance" means that Developer is itself acting as if it were the insurance company providing the insurance required.

5.4.3 ***Evidence of Insurance***. Developer shall furnish evidence of insurance reasonably acceptable to the Insured Party before Developer commences physical construction within the Properties. Developer shall also provide the Insured Party with satisfactory evidence of renewal or replacement insurance no later than thirty (30) days after the expiration or termination of such insurance. Developer shall submit full copies of the commercial general liability policy, excess/umbrella liability policy, builder's risk policy, and the project-specific professional liability policy or binders with full specimen copies of the forms for each policy until such time as full copies of the policies are available. This requirement applies prior to Developer starting work on the Properties, including all subsequent renewal policies. Certificates of insurance are required for all other lines of insurance. If, through no fault of Developer, any of the coverage required becomes unavailable, Developer shall provide good faith alternative insurance packages and programs, subject to prior approval by the Public Agencies, with the goal of reaching agreement in good faith on a package providing coverage equivalent to that specified herein.

5.4.4 ***Additional Insured Coverage***. All Developer policies including property, except those for Workers' Compensation and Professional Liability insurance, must

DRAFT

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

name the Insured Party as additional insured. Commercial General Liability policies must be endorsed by ISO Form CG 20 10 11 85, or if not available, then ISO Form CG 20 38, to name the Insured Party as additional insureds. With respect to general liability arising out of or connected with work or operations performed by or on behalf of Developer on the Property, coverage for such additional insureds must not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements must not limit the scope of coverage for the Insured Party to vicarious liability but shall allow coverage for the Insured Party to the full extent provided by the policy. ***Insured Party*** means the Public Agencies and their directors, council members, officers, employees, contractors and agents.

5.4.5 ***Waiver of Subrogation Rights***. To the fullest extent permitted by law, Developer hereby waives all rights of recovery under subrogation against the Insured Party, and any other tenant, contractor, subcontractor or sub-subcontractor performing work or rendering services on behalf of the Insured Party, in connection with the planning, development and construction of any improvements. To the fullest extent permitted by law, Developer shall require similar written express waivers and insurance clauses from each of its subcontractors of every tier. Developer shall require all of the policies and coverages required in this Section to waive all rights of subrogation against the additional insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided must not prohibit Developer from waiving the right of subrogation prior to a loss or claim.

5.4.6 ***Eligible Insurers***. If policies are written by insurance carriers authorized and admitted to do business in the State of California, then the insurance carriers must have a current A.M. Best rating of A-VIII or better and if policies are written by insurance carriers that are non-admitted but authorized to conduct business in the State of California, then they must meet the current A.M. Best rating of A-:X or better, unless otherwise approved in writing by the Public Agencies.

5.5 Coverage Amounts. All insurance coverage amounts hereunder shall be increased every five (5) years based on increases, if any, in the consumer price index.

6. INDEMNITY.

6.1 Indemnity. Subject to the provisions of Section 6.2 below, Developer shall protect, indemnify, defend, and hold harmless the Public Agencies from and against all claims, demands, expenses, liabilities, losses, damages, and costs, including without limitation any actions or proceedings in connection therewith and reasonable attorneys' fees related thereto, incurred in connection with, arising from, due to or as a result of the death of, or any accident, injury, loss, or damage, howsoever caused, to, any person or loss or damage arising as a result of Developer's or Developer's Permittees' acts or omissions on or related to the Station Property and the PUDO, including without limitation, the Tunnel Easement Area as defined in the Grant Deed and the Temporary Construction Easement described in Section 4.2.4. Subject to the provisions of Section 6.2 below, the Public Agencies shall protect, indemnify, defend, and hold harmless the Developer from and against all claims, demands, expenses, liabilities, losses, damages, and costs, including without limitation any actions or proceedings in connection therewith and reasonable attorneys' fees related thereto, incurred in connection with, arising from, due to or as a result of the death of, or any accident, injury, loss, or damage, howsoever caused, to, any person or loss or

DRAFT

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

damage arising as a result of the Public Agencies' or their Permittees' acts or omissions on or related to the Surface Property and the PUDO.

6.2 General Provisions. Notwithstanding anything to the contrary in this Section 6, neither Party shall be entitled to indemnification for damage to the extent caused by or arising from its negligence or willful misconduct or the negligence or willful misconduct of its Permittees.

7. ENFORCEMENT AND REMEDIES. If any Party defaults in the performance of any obligation under this Agreement (*"**Defaulting Party**"* with respect to each individual instance of such default), and if such default remains uncured thirty (30) days after written notice from the other Party (*"**Nondefaulting Party**"* with respect to each such individual instance of such default), stating with particularity the nature and extent of such default, then Nondefaulting Party shall have the right to (i) perform such obligation on behalf of such Defaulting Party, (ii) be reimbursed by such Defaulting Party within thirty (30) days of written demand therefor, together with interest at the lesser of the rate of twelve percent (12%) per annum or the maximum rate permitted by law, and/or (iii) commence an action against the Defaulting Party for injunctive relief (including mandatory injunction or specific performance) and/or damages; and nothing in this Agreement, including without limitation the foregoing language and including that a cure period is provided and that a cure may timely occur, shall limit or be in denigration of the rights and remedies of the Nondefaulting Party, including the right to damages and/or other legal or equitable remedies or relief. The failure of the Nondefaulting Party to insist, in any one or more cases, upon the strict performance of any provision of this Agreement shall not be construed as a waiver of the future breach of such provision or any other provision of this Agreement.

8. APPROVALS AND DISPUTE RESOLUTION. Except as otherwise specifically provided herein, no approval shall be unreasonably withheld or delayed. If the Parties are not able to agree on any matter which is to be approved by Party or Parties pursuant to this Agreement, the matter shall, upon demand of any Party, be determined pursuant to the provisions set forth below.

8.1 Meet and Confer. If the Parties are unable to resolve a dispute within ten (10) days of written notice of a dispute, the Parties will, at the written request of any Party, require that the matter be reviewed by a senior level executive of each Party (in the case of Developer, by a Senior Vice President or higher, and in the case of the Public Agencies, by the Assistant City Manager or higher or the Deputy Executive Director or higher, as applicable). If senior level executives cannot reach a resolution within ten (10) days of commencing their meet and confer then any Party may seek judicial resolution.

8.2 Costs. Each Party will bear its own costs, including attorneys' fees, which it incurs. In the event the parties use a mediator or arbitrator, they will share equally in the costs of the mediator's services.

9. REVERSIONARY RIGHT.

9.1 Reversionary Right. Reference is hereby made to the reversionary right of the Public Agencies with respect to the Station Property as set forth in DDA Section 5.2.2. With

DRAFT

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

respect to such reversionary right, as a matter of clarification, the Parties agree that, if the Public Agencies repay the amount set forth in DDA Section 5.2.2, and there is any secured loan or lien encumbering the Station Property, then the amount paid shall be paid to the secured lender or lienholder to the extent necessary to require a reconveyance/release of the applicable deed of trust or other lien under California law. Additionally, the reversionary right shall no longer apply following the completion of the required improvements set forth in the DDA by Developer and commencement of revenue service on the high speed rail line from the HSR Station.

10. RIGHT OF FIRST NEGOTIATION.

10.1 First Negotiation. If the Public Agencies elect to sell all or a portion of the Surface Property and/or the PUDO (which shall be subject to easements and/or licenses provided to Developer), or the Public Agencies receive a bona fide offer to buy all or a portion of the Surface Property and/or PUDO from a purchaser which is acceptable to the Public Agencies, Developer shall have the right of first negotiation to purchase the Surface Property and/or PUDO from the Public Agencies pursuant to the following terms and conditions:

10.1.1 ***Sale Notice***. If the Public Agencies elect to sell all or a portion of the Surface Property and/or PUDO, the Public Agencies shall first notify Developer (or its successor owner of the Station Property) in writing before the Surface Property and/or PUDO (or such portion) becomes available for sale to third parties, or if the Public Agencies receive the bona fide offer described above, the Public Agencies shall notify Developer that the Public Agencies have received such an offer ("***Sale Notice***"). Pursuant to such Sale Notice, the Public Agencies shall then negotiate with Developer to sell the Surface Property and/or PUDO (or such portion) to Developer. The Sale Notice shall set forth the proposed economic terms (including, without limitation, purchase price) and conditions upon which the Public Agencies are willing to sell the Surface Property and/or PUDO (or such portion) (collectively, the "***Economic Terms***").

10.1.2 ***Procedure for Acceptance***. If Developer wishes to exercise Developer's right of first negotiation, then within ten (10) business days of the delivery of the Sale Notice to Developer, Developer shall deliver a written notice to the Public Agencies of Developer's exercise of its right of first negotiation, whereupon the Public Agencies and Developer shall then negotiate the terms of the sale for a period of sixty (60) days ("***Negotiation Period***"). Developer must elect to exercise its right of first negotiation to purchase all of the Surface Property and/or PUDO offered (not less than what is offered). If Developer does not so notify the Public Agencies within the ten (10) business day period, or terms acceptable to the staff of the Public Agencies (which they would recommend to decision-makers for approval) are not reached during the Negotiation Period, then the Public Agencies shall be free to sell the portion of the Surface Property and/or PUDO offered to Developer to anyone the Public Agencies desire on any terms the Public Agencies desire, and Developer shall no longer have any right to purchase such portion of the Surface Property and/or PUDO; provided, however, if the Public Agencies desire to sell such portion of the Surface Property and/or PUDO (i) for less than ninety percent (90%) of the purchase price, or (ii) later than the date which is one year after the Negotiation Period, then the Public Agencies shall be obligated to give another Sale Notice to Developer in accordance with the terms of this Section 10.1.1 above.

DRAFT

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

10.1.3 ***Agreement***. If Developer and the Public Agencies agree on the terms of Developer's purchase of the Surface Property and/or PUDO (or a portion thereof), then the Public Agencies and Developer shall, within ninety (90) days thereafter, execute a purchase agreement upon which Developer shall agree to purchase the Surface Property and/or PUDO (or a portion thereof) with the following terms: (a) Developer shall complete its due diligence review of the Surface Property and/or PUDO within thirty (30) days following the date of the purchase agreement, (b) the close of escrow under the purchase agreement shall not occur later that thirty (30) days following expiration of the due diligence period, and (c) all remaining terms of the purchase and sale of real property that are in the DDA and not specified in this Section 10.1 shall apply to the purchase and sale transaction.

11. TRAFFIC SIGNAL IMPROVEMENTS AND MAINTENANCE/REPAIR.

11.1 Azusa Court/Milliken Avenue Intersection. Developer shall construct a traffic signal and associated intersection improvements at the intersection of Milliken Avenue and Azusa Court ("***Intersection***") as part of the development and operation of the HSR Station.

11.2 Milliken Avenue/Station Property Driveway. Developer intends to utilize a right-in, right-out movement at the driveway entrance to the Station Property from Milliken Avenue ("***Driveway***") as part of the development and operation of the HSR Station. With this configurations, the City is not requiring a traffic signal to control traffic at the Driveway. However, Developer may not utilize a left-in, left-out movement at the Driveway unless and until a fully signalized T-intersection is constructed and installed at the Driveway in accordance with Section 11.4, unless otherwise agreed to by the City.

11.3 Anaheim Place/Azusa Court Intersection and Azusa Court/Surface Property Driveway. Developer completed a traffic study to determine whether any additional traffic improvements are required at the intersection of Anaheim Place and Azusa Court and at the driveway entrance to the Surface Property from Azusa Court. Based on the updated traffic study, the intersection of Anaheim Place and Azusa Court shall be designed and constructed as a two-way stop with full buildout to accommodate a future traffic signal, including the installation of conduit, raceway, and sufficient space for future poles and support infrastructure. The intersection shall initially operate as a two-way stop, with the traffic signal to be installed by Developer when traffic conditions warrant, as determined by a traffic study to be initiated by Developer five (5) years following the commencement of fare-paying Brightline West train operations, and then every decade thereafter unless updated information (e.g., a dramatic rise in ridership or development) warrants a traffic study earlier than such decade milestone. The cost of the future traffic signal installation shall be allocated among Developer, the City, and SBCTA on a proportionate basis reflecting the respected uses of the intersection by Brightline West passengers, Metrolink passengers, airport tunnel users, and bus operations. Such traffic study prepared by Developer shall analyze such user shares, subject to the reasonable review and approval of the City and SBCTA. The City shall process all permits for the initial intersection improvements in accordance with the process set forth in Section 11.4. To the extent the City has the legal ability to do so, the City shall collect fair-share contributions from, or impose fair-share contribution conditions on, any future development approvals in the vicinity of the intersection to assist in funding the cost of the future traffic signal. If such contributions are collected by third parties, the amounts shall be

DRAFT

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

shared proportionately with Developer, City and SBCTA. City shall bear no liability for failing to collect such contributions from any third party.

11.4 Permitting Process for Traffic Improvements. Prior to beginning design of any traffic improvements, Developer's engineer shall meet with the City Engineer's traffic engineering staff to determine the appropriate design approach and operational characteristics for each traffic improvement. Developer will submit to the City a complete "Right-of-Way Application," including plans and specifications (the "***Application***") for approval of the construction and installation of each traffic improvement. The City will fairly and, in accordance with the City's customary practices, promptly process (i) the Application within one hundred twenty (120) calendar days of receipt of the Application from Developer (or its agents, representatives, or designees) and all additional applications by Developer (or its agents, representatives, or designees) for City permits necessary for the construction and installation of each traffic improvement, including not limited to, any requisite construction permits, grading permits, building permits, mechanical permits, electrical permits, drainage permits, permits, and requests for inspections and approvals. The City reserves all rights and inherent duties in processing the Application to conduct a good faith review of the Application and to perform its obligation to not approve an incomplete Application if the Application is missing required technical information or is not in compliance with permit approval requirements. The City agrees to promptly notify Developer in writing of any incomplete items, missing information, and the City permit requirements. Developer shall construct and install all traffic improvements in accordance with then existing City standards. Provided the traffic improvements are accepted and completed in accordance with the foregoing (including applicable permits), the City agrees to accept and maintain all traffic improvements once complete.

12. USE OF CITY-OWNED PROPERTY. Developer and the Public Agencies cooperatively negotiated the DDA and associated easements to facilitate the development of the HSR Station. As a result thereof and as of the effective date of this Agreement, Developer acknowledges that the only City-owned property to be used for the HSR Station and any related facilities is identified in the DDA. Except as expressly set forth otherwise in the DDA, Developer shall not use or attempt to use the following City-owned property for transit uses as part of the initial development of the HSR Station without the prior written consent of the City in its sole and absolute discretion: (1) the Transit Center described in ***Exhibit C***; (2) the Milliken Site; (3) the City-owned property adjacent to the I-15 Freeway and identified as APNs 0229-021-81-0000 and 0229-021-80-0000; and (4) property to be dedicated to the City for public use within the area governed by the Resort Specific Plan on the now-closed Empire Lakes Golf Course located north of Sixth Street, south of the BNSF/Metrolink rail line, west of Milliken Avenue, and east of Utica/Cleveland Avenues. Developer further acknowledges and agrees that if it needs additional City-owned property as part of the initial development of the HSR Station, it shall cooperatively negotiate directly with the City regarding the acquisition of such additional property. The foregoing shall not constitute a waiver of Developer's condemnation powers beyond the initial construction of the HSR Station (i.e., does not limit future use for expansions or reconstruction after the initial HSR Station is constructed and operational).

13. PUBLIC ART. If Developer receives approval of the Consolidated Rail Infrastructure and Safety Improvements grant ("***Grant Approval***"), Developer shall design, procure, fabricate, and install public art on the exterior facade of the parking garage as part of the

DRAFT

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

HSR Station subject to the reasonable approval of the City ("***Art Installation***"), in an amount equal to 1.5% of the amount of such Grant Approval, not to exceed One Million Five Hundred Thousand Dollars ($1,500,000.00). If the City desires to enhance the design, procurement, fabrication or installation costs beyond Developer's funding commitment as outlined above, the City shall be responsible for any such additional costs. If Developer does not receive Grant Approval, Developer shall have no obligation to install the Art Installation or bear any costs relating thereto; provided, however, Developer shall include in the design of the HSR Station the future potential installation of the Art Installation by the City and shall reasonably cooperate, at no out-of-pocket cost to Developer, with the City regarding with the design, fabrication and installation of the Art Installation.

14. MISCELLANEOUS.

14.1 Notices. Except as otherwise provided herein, notice to be given to a Party must be in writing and may be delivered to the Party by nationally reputable overnight courier, charges prepaid, or by certified mail, return receipt requested, to the address below (or alternative address subsequently noted by such Party). Such notice is deemed delivered the first business day after delivery to such courier or, if sent by certified mail, the date of delivery or refusal to accept delivery or inability to deliver shown on the return receipt. A party may change its address(es) for notices by a notice given pursuant to this Section.

City: City of Rancho Cucamonga
10500 Civic Center Drive
Rancho Cucamonga, CA 91730
Attn: City Manager

SBCTA: San Bernardino County Transportation Authority
1170 W. Third Street, 2nd Floor
San Bernardino, CA 92410
Attn: Director of Transit & Rail Programs

With a copy to SBCTA General Counsel
At the SBCTA address above

Developer: DesertXpress Enterprises, LLC
8329 W. Sunset Road, Suite 150
Las Vegas, NV 89113
Attn: President
With a copy to Developer's Legal Department
At the Developer address above

14.2 Interpretation. This Agreement is not intended to create, nor shall it be construed to create, a joint venture, a partnership, or any other similar relationship among any of the parties. The captions of the various provisions of this Agreement are for convenience and identification only and shall not be deemed to limit or define the contents thereof. Any references to "Section" or "Sections" contained in this Agreement shall refer to that "Section" or those

DRAFT

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

"Sections" contained in this Agreement. This Agreement shall be construed in accordance with the laws of the State of California. Time is of the essence in this Agreement.

14.3 Entire Agreement. This Agreement supersedes all prior written or verbal representations or declarations of the parties with respect to the subject matter hereof. For the sake of clarity, the subject matter of the Reserved Easements are separate and distinct from this Agreement and, as such, this Agreement does not apply to, cover or address the Reserved Easements. In the event of any conflict or inconsistency, the Reserved Easements shall control.

14.4 Amendments. No addition, modification, amendment or waiver of any part of this Agreement shall be binding or enforceable unless executed in writing by the Parties and recorded in Official Records.

14.5 Remedies Cumulative. All remedies provided in this Agreement are cumulative. Therefore, notwithstanding the exercise by a Party of any remedy hereunder, such Party shall have recourse to all other remedies as may be available at law or in equity. The failure of a Party to insist upon strict performance of any provision of this Agreement shall not be deemed a waiver of any rights or remedies that such Party may have and shall not be deemed a waiver of any subsequent breach or default of any provision hereof by the same or any other Party.

14.6 Covenants Running with Land. The covenants contained in this Agreement shall constitute covenants running with the land; shall be binding upon, and shall inure to the benefit of and appurtenant to, the Station Property, the Surface Property, the PUDO, and any portion thereof or interest therein; and shall be binding upon, and shall inure to the benefit of, the Developer, City, SBCTA and any person having or acquiring any interest therein and their successive owners and assigns.

14.7 Recordation; Effective Date. This Agreement shall be recorded in the Official Records and shall be effective upon the date thereof.

14.8 Estoppel Certificate. Each Party to this Agreement shall endeavor to issue to the requesting Party, or to any prospective purchaser of such requesting Party's parcel, within fifteen (15) days after the written request of any other Party, but in all events prior to thirty (30) days after such written request, an estoppel certificate stating (i) whether the Party to whom the request has been directed knows of any default under this Agreement and, if there are known defaults, specifying the nature thereof, (ii) whether this Agreement has been modified or amended in any respect and specifying the nature thereof, and (iii) whether this Agreement is, at that time, in full force and effect.

14.9 Mechanics' Liens. If a Party to this Agreement (the *"**Responsible Party**"*) shall permit any mechanics' liens to be filed against another Party's parcel (an *"**Affected Party**"*), the Responsible Party shall either pay the same and have it discharged of record promptly, or take such action as may be required to reasonably and legally object to such lien and the placing of same against such Affected Party's parcel. In all events, the Responsible Party shall cause the lien to be discharged prior to the entry of judgment for foreclosure of such lien. Upon request of an Affected Party, the Responsible Party shall furnish such security, bond or indemnity to and for the

DRAFT

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

benefit of such Affected Party as may be required to permit a title endorsement or title policy to be issued relating to such Affected Party's Parcel without showing thereon the effect of such lien.

14.10 Duration. Unless terminated by agreement of the Parties, including without limitation execution, acknowledgement and recording in the Official Record of an instrument confirming or otherwise reflecting such termination, this Agreement and each term, easement, covenant, restriction and undertaking contained herein will remain in effect for a term of ninety-nine (99) years following recordation hereof and will automatically be renewed for successive ten (10) year periods thereafter. Termination of this Agreement shall not discharge or excuse any unpaid obligation, and the rights and remedies for collection of any unpaid obligation shall survive the Agreement's termination. Notwithstanding any election by the Parties to terminate this Agreement, each easement created hereby which benefits the Station Property and/or the Surface Property and its respective owner or owners and Permittees shall be deemed to exist in perpetuity unless it is quitclaimed, or otherwise terminated and extinguished by each Party benefited by such easement. Any Party may request that such easement be documented by separate documentation in the event of a termination of this Agreement.

14.11 Severability. If any clause, sentence, or other portion of this Agreement shall become illegal, null, or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portions thereof shall remain in full force and effect.

14.12 Governmental Powers. Nothing in this Agreement shall be construed as a waiver or modification of any governmental rights or powers of the Public Agencies.

14.13 Force Majeure. Provided that the Party or Parties claiming such delay gives written notice to the other Party or Parties of the nature of the cause of delay within ten (10) business days after the inception of the delay, and not otherwise, if any Party or Parties shall be delayed or hindered in or prevented from the performance of any construction or maintenance obligation required to be performed by such Party or Parties under this Agreement by reason of acts of God, natural disaster (including earthquake, hurricane, flood or severe prolonged adverse weather conditions), the outbreak of a pandemic virus or other pandemic disease, strikes, lockouts, unavailability of materials, failure of power, governmental laws or regulations, a declaration of a national, state or local emergency, directives or orders by a Governmental Authority (including orders by the federal Centers for Disease Control or its successor, or any state, county, or local public health department), riots, insurrections, adverse weather conditions preventing the performance of work as certified to by the licensed architect, engineer, or other individual overseeing the performance of the relevant work, war or other reason beyond such Party's or Parties' control, then the time for performance of such act shall be extended for a period equal to the period of such delay. Lack of adequate funds or financial inability to perform is not and shall not be deemed to be a cause beyond the control of a Party or Parties.

14.14 Effect of Agreement; Binding Covenants; Equitable Servitudes. Except as otherwise expressly provided herein, no rights or privileges conferred by this Agreement upon the Parties hereto shall inure to the benefit of any Permittee or other person or entity other than the Developer, City, SBCTA, or their respective successors and assigns, nor shall any such other person be deemed to be a third-party beneficiary of any of the provisions contained herein. Each and all of the restrictions, covenants, and easements of this Agreement (i) shall constitute equitable

DRAFT

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

servitudes which shall apply to and be binding on the Parties hereto and each and all of their respective successors, assigns, and Permittees; and (ii) are imposed pursuant to a general plan for the improvement and use of the HSR Station and are designed for the mutual benefit of the Parties to this Agreement.

14.15 Time of Essence. Time is of the essence of every provision hereof in which time is a factor.

14.16 City Manager Authority. The City Manager of the City may give all approvals and make all elections described herein on behalf of the City provided they are in writing.

[SIGNATURES ON FOLLOWING PAGE]

DRAFT

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

The Parties have executed this Agreement as of the date first written above.

DEVELOPER:

DESERTXPRESS ENTERPRISES, LLC,
a Nevada limited liability company

By: _____
Sarah Watterson, President

APPROVED AS TO LEGAL FORM:

_____
David M. Pickett,
Associate General Counsel

CITY:

CITY OF RANCHO CUCAMONGA

By: _____
L. Dennis Michael Mayor

APPROVED AS TO LEGAL FORM:

_____
Nicholas Ghirelli, City Attorney

SBCTA:

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

By: _____
Raymond W. Wolfe,
Executive Director

APPROVED AS TO LEGAL FORM:

_____
Julianna K. Tillquist, General Counsel

DRAFT

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

NOTARY ACKNOWLEDGEMENTS

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, _____, before me, _____
(here insert name and title of the officer)

personally appeared _____

_____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Seal)
Signature

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, _____, before me, _____
(here insert name and title of the officer)

personally appeared _____

_____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Seal)
Signature

NOTARY ACKNOWLEDGEMENTS

DRAFT

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, _____, before me, _____
(here insert name and title of the officer)

personally appeared _____

_____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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WITNESS my hand and official seal.

_____ (Seal)
Signature

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STATE OF CALIFORNIA
COUNTY OF _____

On _____, _____, before me, _____
(here insert name and title of the officer)

personally appeared _____

_____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Seal)
Signature

DRAFT

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

EXHIBIT A
LEGAL DESCRIPTION AND DEPICTION OF STATION PROPERTY

[See Attached]

DRAFT

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

EXHIBIT 'A-1'

Legal Description of the DXE Property

APN: 0209-272-11, 0209-272-22, & 0209-143-21

That portion of Parcel 15 of Parcel Map No. 14647 in the City of Rancho Cucamonga, County of San Bernardino, State of California, filed in Book 177, pages 90 through 96, inclusive of Parcel Maps, in the Office of the County Recorder of said County, together with a portion of the SANBAG (formerly A.T. & S.F.) Railroad Right-of-Way, as shown on said Parcel Map, filed in the Office of said County Recorder, within Section 13, Township 1 South, Range 7 West, San Bernardino Meridian, together with a portion of the land described as Rancho Cucamonga Metrolink Station Phase I, in the Grant Deed recorded October 06, 1994, as Document No. 1994-0409793, of Official Records of said County, described as follows:

Commencing at the northeast corner of Section 13, of Township 1 South, Range 7 West, San Bernardino Meridian, as shown on said Parcel Map;

Thence along the easterly line of said Section 13, South 00°29'50" East 50.00 feet to the intersection of the easterly prolongation of the northerly line of said Rancho Cucamonga Metrolink Station Phase I;

Thence along said easterly prolongation line South 89°43'55 West 30.00 feet to the northeasterly corner of said Rancho Cucamonga Metrolink Station Phase I;

Thence continuing along said northerly line South 89°43'55 West 12.83 feet to the **Point of Beginning**;

Thence South 00°00'00" West 568.51 feet to the southeasterly line of Parcel 15 per said Parcel Map;

Thence along said southeasterly line South 46°46'47" West 23.71 feet to the southerly line of said Parcel 15;

Thence along said southerly line South 89°36'24" West 269.11 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 117.00 feet;

Thence northwesterly, along said curve, being the southwesterly line of said Parcel 15, through a central angle of 29°43'39" an arc length of 60.70 feet;

DRAFT

Preliminary
05/21/2025 9:43:02 PM

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

Thence leaving said southerly line North 00°10’37” West 569.98 feet to said northerly line of the Rancho Cucamonga Metrolink Station Phase I;

Thence North 00°10’37” West 33.38 feet;

Thence North 87°50’29” East 346.61 feet;

Thence South 00°00’00” East 44.81 feet to the **Point of Beginning**;

Excepting therefrom only that certain eight-foot-high parcel described in Exhibit B1 to that that certain Conditions, Covenants, Restrictions and Easements between the parties recorded concurrently herewith.

Parcel contains 215,143 square feet, more or less.

See Exhibits ‘D2’ attached hereto and made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyor’s Act (Bus. & Prof. Code §8700).

Signature: _____
Sean M. Smith, PLS 8233

Date: _____



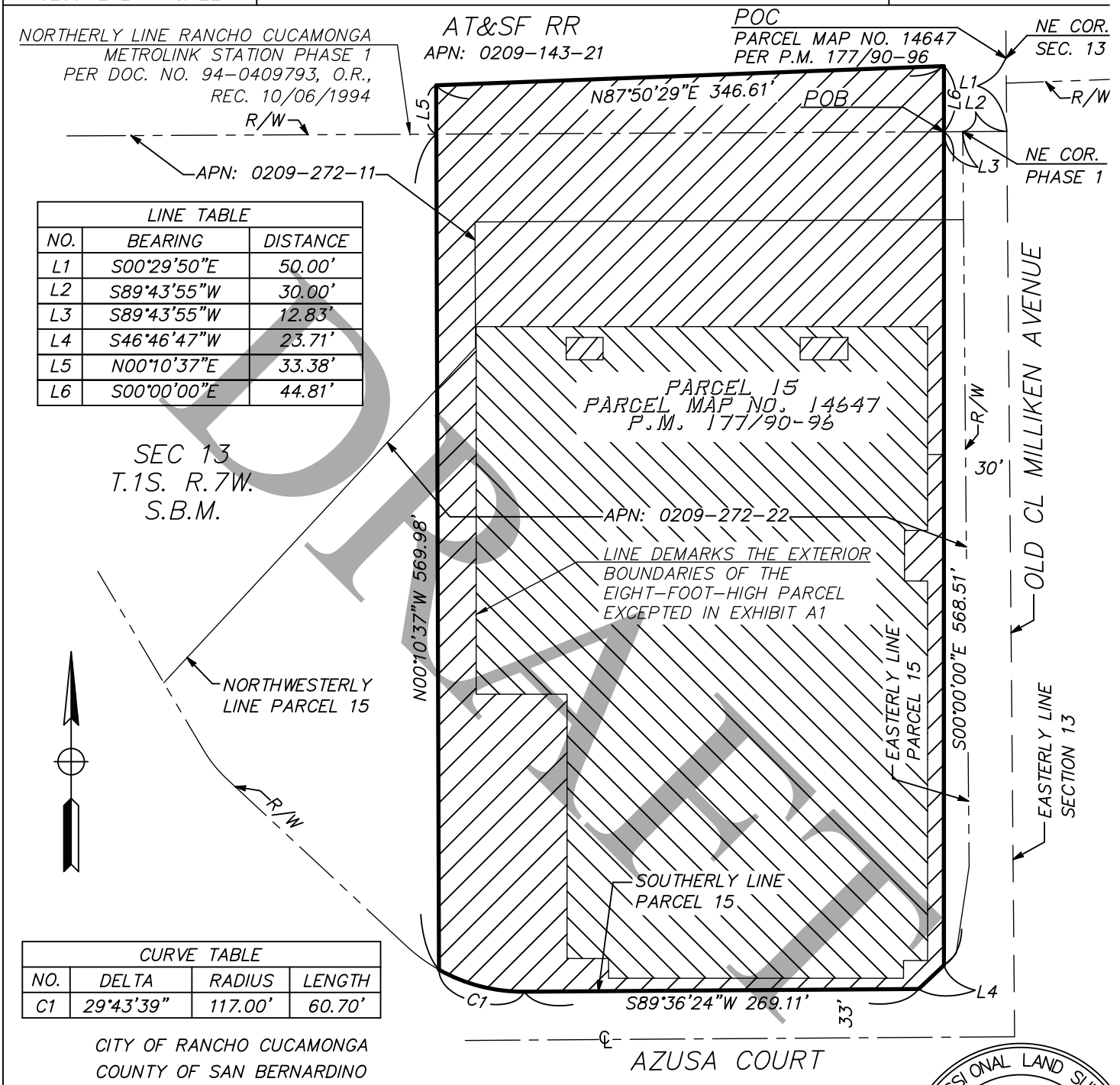
DRAFT

Preliminary
05/21/2025 9:43:06 PM

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

EXHIBIT 'A-2'

APN	TYPE OF ESTATE	AREA
0209-143-21, 0209-272-11 & 22	FEE	TOTAL: 215,143 SF



LINE TABLE		
NO.	BEARING	DISTANCE
L1	S00°29'50"E	50.00'
L2	S89°43'55"W	30.00'
L3	S89°43'55"W	12.83'
L4	S46°46'47"W	23.71'
L5	N00°10'37"E	33.38'
L6	S00°00'00"E	44.81'

CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	29°43'39"	117.00'	60.70'

CITY OF RANCHO CUCAMONGA
COUNTY OF SAN BERNARDINO

LEGEND

	Interest described in Exhibit D1
	Interest excepted in Exhibit D1
POC	Point of Commencement
POB	Point of Beginning
SCE	Southern California Edison
SF	Square Feet

THIS PLAT WAS PREPARED UNDER MY DIRECTION

Preliminary
05/21/2025 9:43:09 PM

SEAN M. SMITH, PLS 8233 DATE

PROFESSIONAL LAND SURVEYOR
SEAN M. SMITH
No. 8233
STATE OF CALIFORNIA

FEET 0 50 100 200 400

PREPARED BY:
PSOMAS
1650 Spruce Street, Suite 400
Riverside, California 92507
(951)787-8421 www.psomas.com

PREPARED BY	SCALE	SHEET NO.	TOTAL SHEETS
AU	1"=100'	1	

DRAFT

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

EXHIBIT B
LEGAL DESCRIPTION AND DEPICTION OF SURFACE PROPERTY

[See Attached]

DRAFT

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

EXHIBIT 'B-1'

Legal Description

APN: 0209-272-22

That portion of Parcel 15 of Parcel Map No. 14647, in the City of Rancho Cucamonga, County of San Bernardino, State of California, filed in Book 177, pages 90 through 96, inclusive, of Parcel Maps, in the Office of the County Recorder of said County, together with a portion of the land described as Rancho Cucamonga Metrolink Station Phase I, in the Grant Deed recorded October 06, 1994, as Document No. 1994-0409793, of Official Records of said County, described as follows:

Commencing at the northeast corner of Section 13, of Township 1 South, Range 7 West, San Bernardino Meridian, as shown on said Parcel Map;

Thence along the easterly line of said Section 13, South 00°29'50" East 50.00 feet to the intersection of the easterly prolongation of the northerly line of said Rancho Cucamonga Metrolink Station Phase I;

Thence along said easterly prolongation line South 89°43'55 West 30.00 feet to the northeasterly corner of said Rancho Cucamonga Metrolink Station Phase I;

Thence continuing along said northerly line South 89°43'55 West 12.83 feet to the **Point of Beginning**;

Thence South 00°00'00" West 568.51 feet to the southeasterly line of Parcel 15 per said Parcel Map;

Thence along said southeasterly line South 46°46'47" West 23.71 feet to the southerly line of said Parcel 15;

Thence along said southerly line South 89°36'24" West 269.11 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 117.00 feet;

Thence northwesterly, along said curve, being the southwesterly line of said Parcel 15, through a central angle of 29°43'39" an arc length of 60.70 feet;

Thence leaving said southerly line North 00°10'37" West 569.98 feet to said northerly line of the Rancho Cucamonga Metrolink Station Phase I;

DRAFT

Preliminary
05/21/2025 9:41:55 PM

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

Thence along said northerly line North 89°43’55 East 346.26 feet to the **Point of Beginning;**

Parcel contains 78,716 square feet, more or less.

Excepting therefrom that portion of said Parcel 15 per said Parcel Map, described as follows:

Commencing at the northeast corner of Section 13, of Township 1 South, Range 7 West, San Bernardino Meridian, as shown on said Parcel Map;

Thence along the easterly line of said Section 13, South 00°29’50” East 50.00 feet to the intersection of the easterly prolongation of the northerly line of said Rancho Cucamonga Metrolink Station Phase I;

Thence along said easterly prolongation line South 89°43’55 West 30.00 feet to the northeasterly corner of said Rancho Cucamonga Metrolink Station Phase I;

Thence continuing along said northerly line South 89°43’55 West 12.83 feet;

Thence leaving said easterly prolongation line and northerly line South 00°00’00” East 123.77 feet;

Thence North 90°00’00” West 11.14 feet to the **Point of Beginning;**

Thence South 00°00’00” East 139.00 feet;

Thence North 90°00’00” West 15.75 feet;

Thence South 00°00’00” East 34.50 feet;

Thence South 89°53’05” East 15.75 feet;

Thence South 00°00’00” East 258.88 feet;

Thence North 90°00’00” West 16.42 feet;

Thence South 00°00’00” East 12.08 feet;

Thence North 90°00’00” West 201.25 feet;

DRAFT

Preliminary
05/21/2025 9:42:00 PM

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

Thence North 00°00’00” East 13.41 feet;

Thence North 89°53’05” West 28.33 feet;

Thence North 00°00’00” West 180.28 feet;

Thence North 90°00’00” West 62.00 feet;

Thence North 00°00’00” West 250.75 feet;

Thence North 90°00’00” East 61.42 feet to a point hereinafter referred to as **Point “A”;**

Thence leaving said **Point “A”** North 90°00’00” East 159.64 feet to a point hereinafter referred to as **Point “B”;**

Thence leaving said **Point “B”** North 90°00’00” East 86.94 feet to the **Point of Beginning;**

Excepting therefrom that portion of the land described below as **Parcel “A”** and **Parcel “B”**.

Parcel contains 122,889 square feet, more or less.

Parcel “A”

Commencing at the above-described **Point “A”**,

Thence leaving said **Point “A”** South 00°00’00” East 7.42 feet to the **Point of Beginning;**

Thence North 90°00’00” East 25.17 feet;

Thence South 00°06’55” West 15.26 feet;

Thence North 89°53’05” West 25.14 feet;

Thence North 00°00’00” East 15.21 feet to the **Point of Beginning;**

Parcel contains 383 square feet, more or less.

DRAFT

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

Preliminary
05/21/2025 9:42:05 PM

AND

Parcel "B"

Commencing at the above-described **Point "B"**,

Thence leaving said **Point "B"** South 00°00'00" West 7.42 feet to the **Point of Beginning;**

Thence North 90°00'00" East 32.61 feet;

Thence South 00°00'00" East 15.32 feet;

Thence North 89°53'05" West 32.64 feet;

Thence North 00°06'55" East 15.25 feet to the **Point of Beginning;**

Parcel contains 499 square feet, more or less

The bearings and distances used in the above description are based on the California Coordinate System of 1983, (CCS83), Zone 5, 2010.0 epoch. Divide distances shown by 0.9999392898 to obtain ground distance.

See Exhibits 'B-2','B-3' and 'B-4' attached hereto and made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act (Bus. & Prof. Code §8700).



Signature: _____
Sean M. Smith, PLS 8233

Date: _____

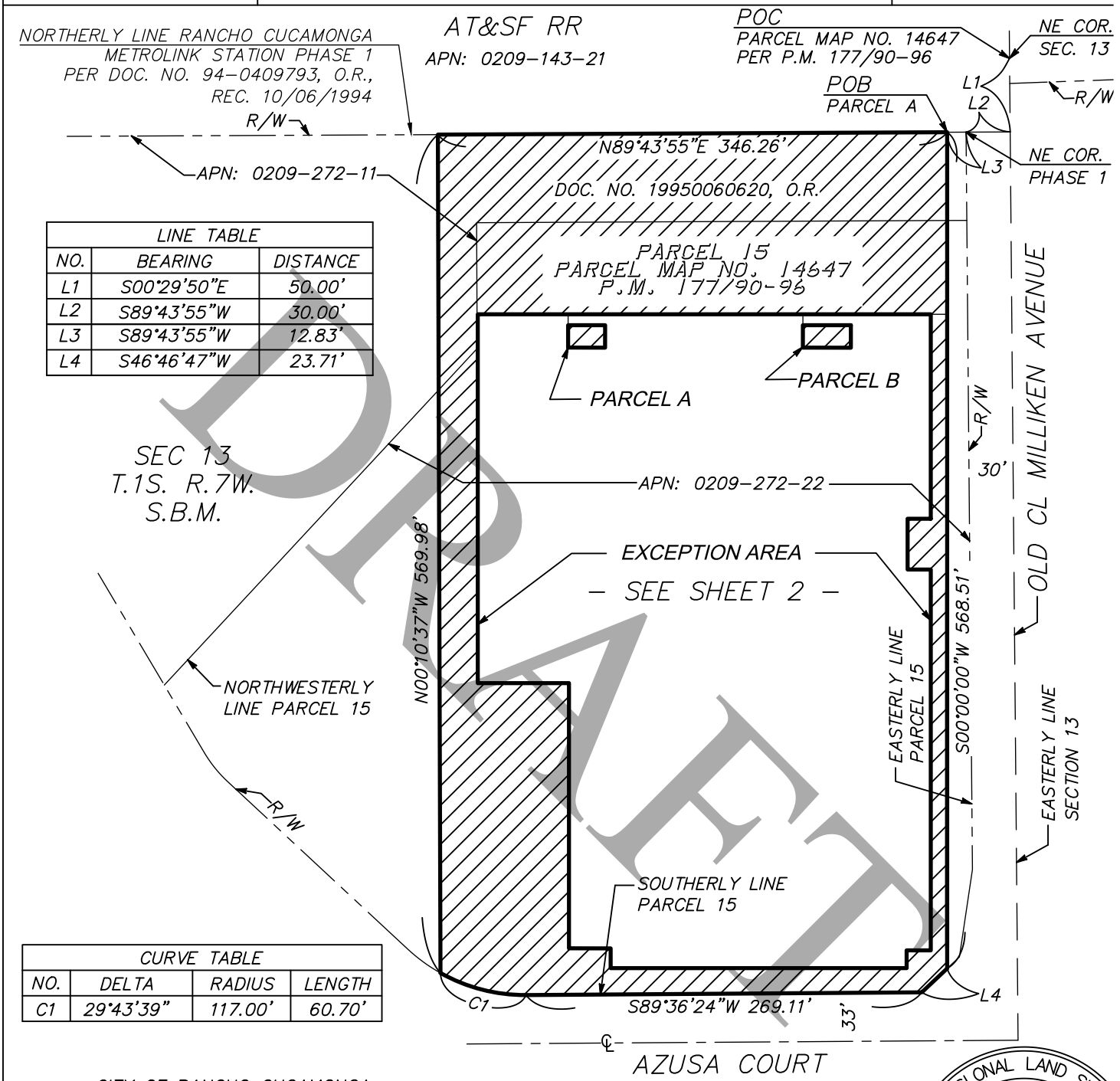
DRAFT

Preliminary
05/21/2025 9:42:10 PM

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

EXHIBIT 'B-2'

APN	TYPE OF ESTATE	AREA
0209-272-22	EASEMENT	TOTAL: 78,716 SF



LINE TABLE		
NO.	BEARING	DISTANCE
L1	S00°29'50"E	50.00'
L2	S89°43'55"W	30.00'
L3	S89°43'55"W	12.83'
L4	S46°46'47"W	23.71'

CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	29°43'39"	117.00'	60.70'

CITY OF RANCHO CUCAMONGA
COUNTY OF SAN BERNARDINO

LEGEND

▨	Indicates area to be described
POC	Point of Commencement
POB	Point of Beginning
SCE	Southern California Edison
SF	Square Feet

THIS PLAT WAS PREPARED UNDER MY DIRECTION

Preliminary

05/21/2025 9:42:13 PM

SEAN M. SMITH, PLS 8233 DATE

PROFESSIONAL LAND SURVEYOR ★ SEAN M. SMITH No. 8233 ★ STATE OF CALIFORNIA

FEET 0 50 100 200 400

PREPARED BY:
PSOMAS
1650 Spruce Street, Suite 400
Riverside, California 92507
(951)787-8421 www.psomas.com

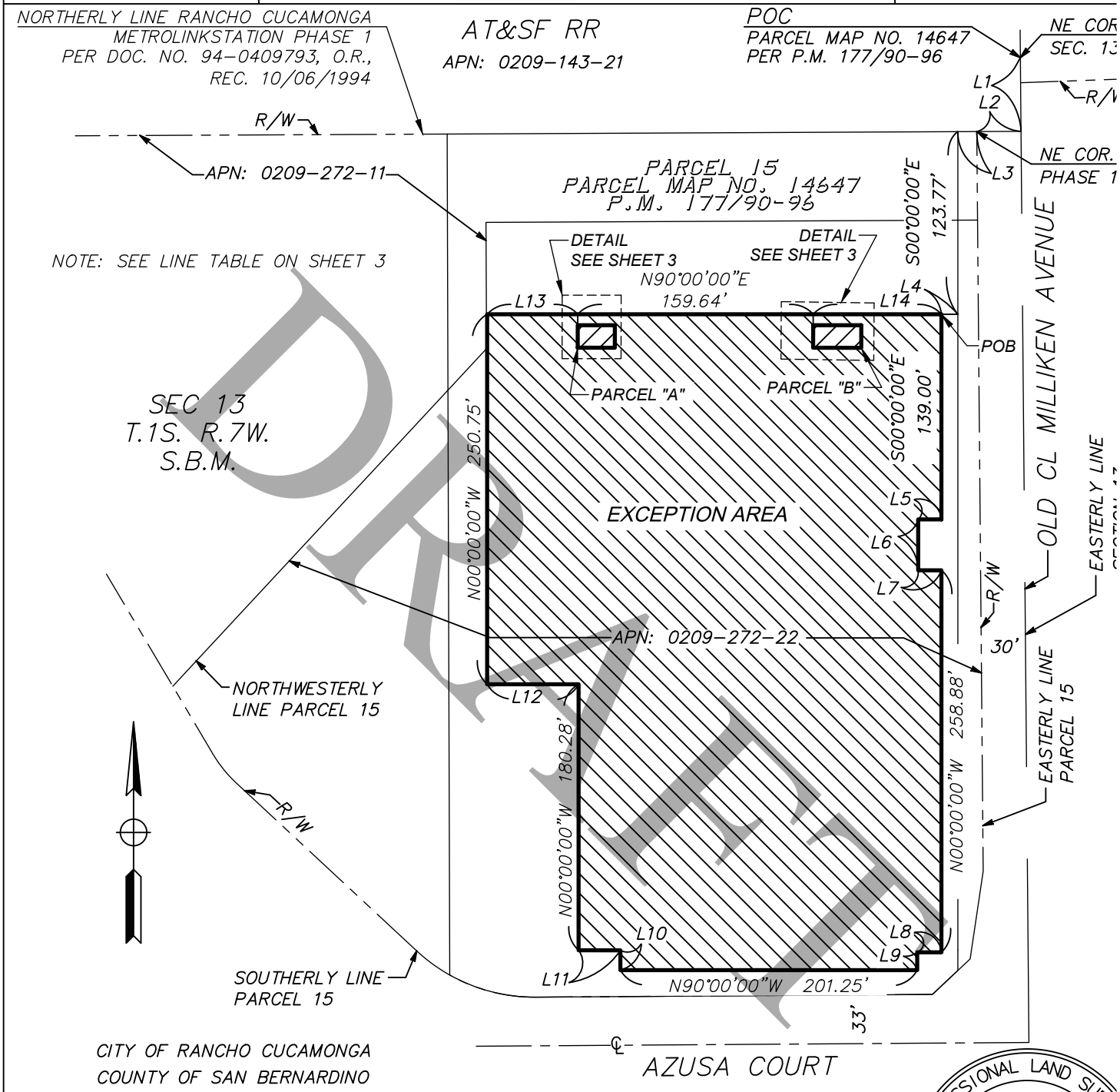
PREPARED BY	SCALE	SHEET NO.	TOTAL SHEETS
AU	1"=100'	1	

DRAFT

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

EXHIBIT 'B-3'

APN	TYPE OF ESTATE	AREA
0209-272-22	EASEMENT	TOTAL: 122,889 SF



DRAFT

LEGEND

▨	Indicates area to be described
POC	Point of Commencement
POB	Point of Beginning
SCE	Southern California Edison
SF	Square Feet

THIS PLAT WAS PREPARED UNDER MY DIRECTION

Preliminary
05/21/2025 9:42:24 PM

SEAN M. SMITH, PLS 8233 DATE

PROFESSIONAL LAND SURVEYOR ★ STATE OF CALIFORNIA
SEAN M. SMITH
No. 8233

FEET 0 50 100 200 400

PREPARED BY:
PSOMAS
1650 Spruce Street, Suite 400
Riverside, California 92507
(951)787-8421 www.psomas.com

PREPARED BY	SCALE	SHEET NO.	TOTAL SHEETS
AU	1"=100'	2	

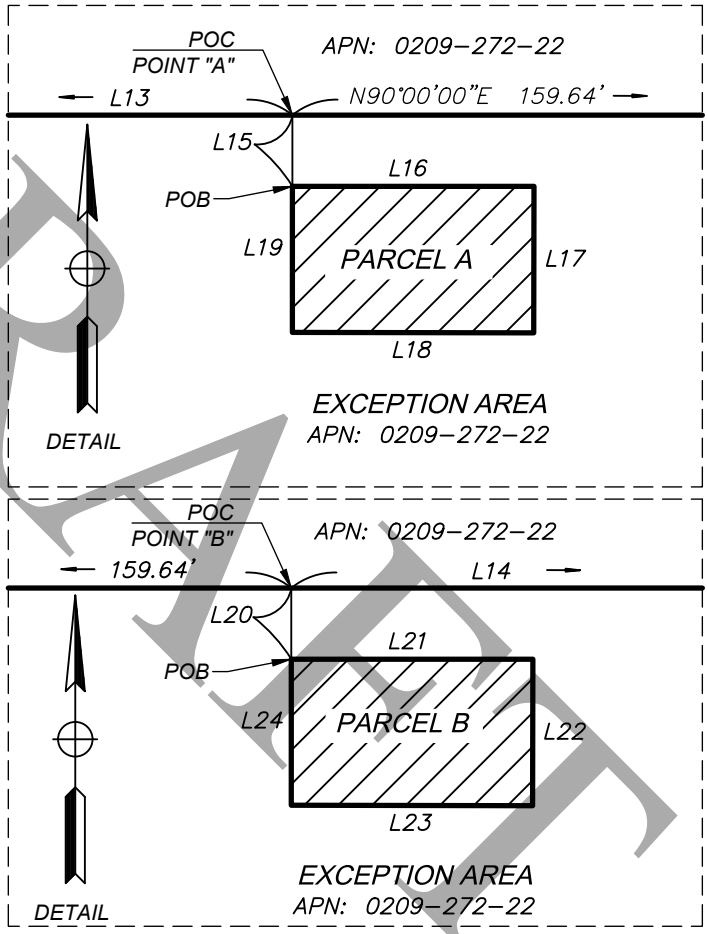
Attachment: 23-100894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-100894 with

EXHIBIT 'B-4'

APN	TYPE OF ESTATE	AREA
0209-272-22	EASEMENT	PARCEL A TOTAL: 383 SF PARCEL B TOTAL: 499 SF

LINE TABLE		
NO.	BEARING	DISTANCE
L1	S00°29'50"E	50.00'
L2	S89°43'55"W	30.00'
L3	S89°43'55"W	12.83'
L4	N90°00'00"W	11.14'
L5	N90°00'00"W	15.75'
L6	S00°00'00"E	34.50'
L7	S89°53'05"E	15.75'
L8	N90°00'00"W	16.42'
L9	S00°00'00"E	12.08'
L10	N00°00'00"W	13.41'
L11	N89°53'05"W	28.33'
L12	N90°00'00"W	62.00'
L13	N90°00'00"E	61.42'
L14	N90°00'00"E	86.94'
L15	S00°00'00"E	7.42'
L16	N90°00'00"E	25.17'
L17	S00°06'55"W	15.26'
L18	N89°53'05"W	25.14'
L19	N00°00'00"E	15.21'
L20	S00°00'00"E	7.42'

LINE TABLE		
NO.	BEARING	DISTANCE
L21	N90°00'00"E	32.61'
L22	S00°00'00"E	15.32'
L23	N89°53'05"W	32.64'
L24	N00°06'55"E	15.25'



CITY OF RANCHO CUCAMONGA
COUNTY OF SAN BERNARDINO

AZUSA COURT

LEGEND

▨	Indicates area to be described
POC	Point of Commencement
POB	Point of Beginning
SCE	Southern California Edison
SF	Square Feet

THIS PLAT WAS PREPARED
UNDER MY DIRECTION

Preliminary
05/21/2025 9:42:30 PM

SEAN M. SMITH, PLS 8233 DATE

PROFESSIONAL LAND SURVEYOR
SEAN M. SMITH
No. 8233
STATE OF CALIFORNIA

FEET 0 50 100 200 400

PREPARED BY:
PSOMAS
1650 Spruce Street, Suite 400
Riverside, California 92507
(951)787-8421 www.psomas.com

PREPARED BY	SCALE	SHEET NO.	TOTAL SHEETS
AU	1"=100'	2	

DRAFT

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

EXHIBIT C
LEGAL DESCRIPTION AND DEPICTION OF TRANSIT PROPERTY

DRAFT

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

APN: 0209-272-11 & 0209-272-22

That portion of Parcel 15 of Parcel Map No. 14647 in the City of Rancho Cucamonga, County of San Bernardino, State of California, filed in Book 177, pages 90 through 96, inclusive, of Parcel Maps, in the Office of the County Recorder of said County, together with that portion of the land described as Rancho Cucamonga Metrolink Station Phase I, in the Grant Deed recorded October 06, 1994, as Document No. 1994-0409793, of Official Records of said County, described as follows:

All that portion of said Parcel 15, together with all that portion of said Rancho Cucamonga Metrolink Station Phase I;

Excepting therefrom that portion lying easterly of the following described line:

Commencing at the northeast corner of Section 13, of Township 1 South, Range 7 West, San Bernardino Meridian, as shown on said Parcel Map;

Thence along the easterly line of said Section 13, South 00°29'50" East 50.00 feet to the intersection of the easterly prolongation of the northerly line of said Rancho Cucamonga Metrolink Station Phase I;

Thence along said easterly prolongation of said northerly line South 89°43'55 West 30.00 feet to the northeasterly corner of said Rancho Cucamonga Metrolink Station Phase I;

Thence continuing along said northerly line South 89°43'55 West 359.10 feet to the **Point of Beginning**;

Thence South 00°10'37" West 569.98 feet to the southerly line of said Parcel 15, also being the **Point of Terminus**;

Parcel contains 227,529 square feet, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, (CCS83), Zone 5, 2010.00 epoch. Divide distances shown by 0.9999392898 to obtain ground distance.

See Exhibit 'C-1' attached hereto and made a part hereof.

DRAFT

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act (Bus. & Prof. Code §8700).



Signature: _____
Sean M. Smith, PLS 8233

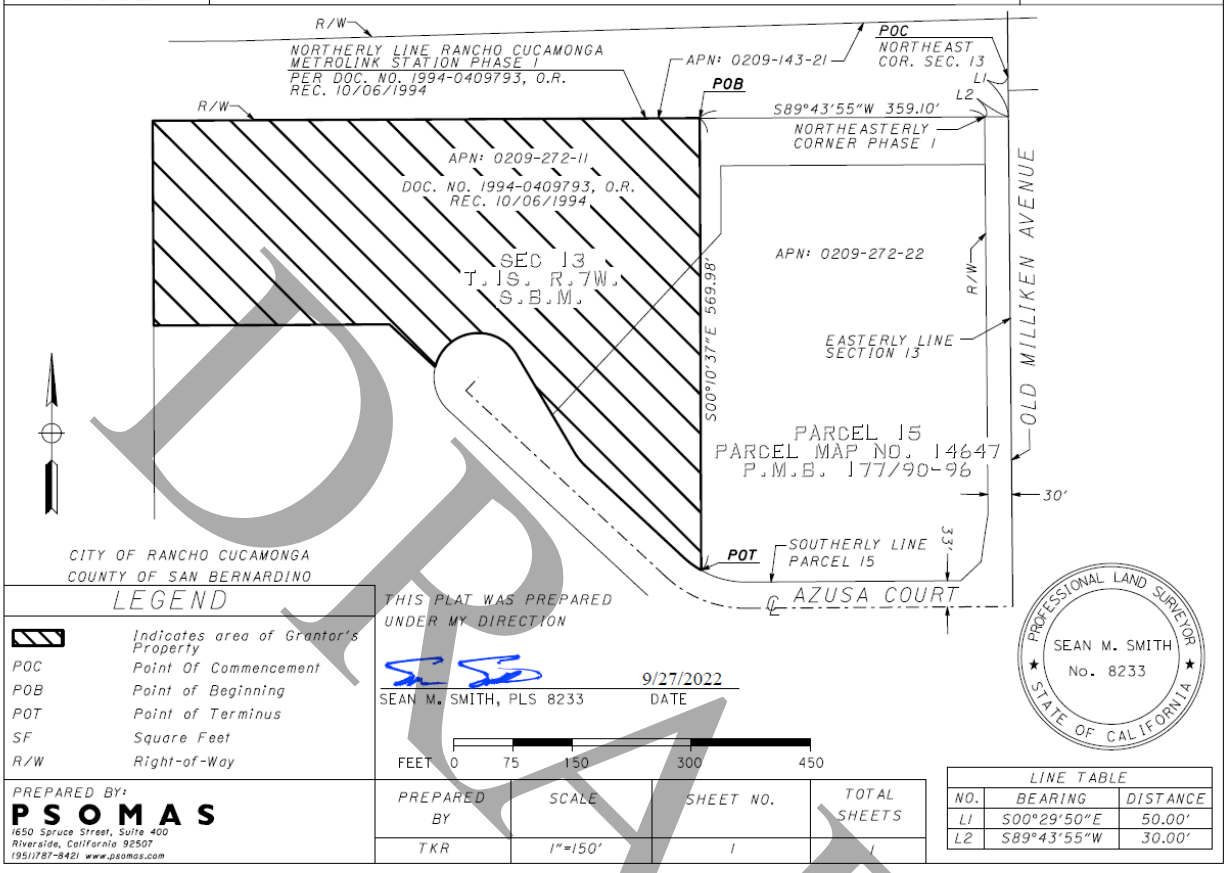
Date: 9/27/2022

DRAFT

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

EXHIBIT 'C-1'

APN	TYPE OF ESTATE	AREA
0209-272-11 & 0209-272-22	EASEMENT	227,529 SF



LEGEND

	Indicates area of Grantor's Property
POC	Point Of Commencement
POB	Point of Beginning
POT	Point of Terminus
SF	Square Feet
R/W	Right-of-Way

THIS PLAT WAS PREPARED UNDER MY DIRECTION

SEAN M. SMITH, PLS 8233 — 9/27/2022 DATE

FEET 0 75 150 300 450

PROFESSIONAL LAND SURVEYOR — SEAN M. SMITH No. 8233 — STATE OF CALIFORNIA

LINE TABLE		
NO.	BEARING	DISTANCE
L1	S00°29'50"E	50.00'
L2	S89°43'55"W	30.00'

PREPARED BY:
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1650 Spruce Street, Suite 400
Riverside, California 92507
(951)787-8421 www.psomas.com

PREPARED BY	SCALE	SHEET NO.	TOTAL SHEETS
TKR	1"=150'	1	1

DRAFT

EXHIBIT C
LEGAL
DESCRIPTION AND
DEPICTION OF
TRANSIT
PROPERTY

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

EXHIBIT D
LEGAL DESCRIPTION AND DEPICTION OF PUDO

[See Attached]

DRAFT

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

EXHIBIT 'D'

Legal Description of the PUDO Property

APN: 0209-272-11 & 0209-272-22

That portion of Parcel 15 of Parcel Map No. 14647 in the City of Rancho Cucamonga, County of San Bernardino, State of California, filed in Book 177, pages 90 through 96, inclusive of Parcel Maps, in the Office of the County Recorder of said County, together with a portion of the land described as Rancho Cucamonga Metrolink Station Phase I, in the Grant Deed recorded October 06, 1994, as Document No. 1994-049793, of Official Records of said County, described as follows:

Commencing at the northeast corner of Section 13, of Township 1 South, Range 7 West, San Bernardino Meridian, as shown on said Parcel Map;

Thence along the easterly line of said Section 13, South 00°29'50" East 50.00 feet to the intersection of the easterly prolongation of the northerly line of said Rancho Cucamonga Metrolink Station Phase I;

Thence along said easterly prolongation line South 89°43'55 West 30.00 feet to the northeasterly corner of said Rancho Cucamonga Metrolink Station Phase I;

Thence along said northerly line South 89°43'55 West 359.09 feet to the westerly line of the land described in Grant Deed Document No._____, recorded on _____, in said office of the County Recorder of said County;

Thence leaving said northerly line and along said westerly line South 00°10'37 East 45.67 feet to the **Point of Beginning**;

Thence along said westerly line South 00°10'37 East 524.31 feet to the beginning of a non-tangent curve, concave northeasterly, having a radius of 117.00 feet; a radial line to said point bears South 29°19'59" West, said point also being on the northeasterly Right-of-Way line of Azusa Court as shown on said Parcel Map;

Thence leaving said westerly line northwesterly along said northeasterly line and last-mentioned curve through a central angle of 13°35'42" an arc length of 27.76 feet;

Thence along said northeasterly line North 47°04'21" West 167.01 feet to the beginning of a tangent curve, concave northeasterly, having a radius 89.00 feet;

DRAFT

Preliminary
06/23/2025 4:11:38 PM

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

Thence northwesterly along said northeasterly line and last-mentioned curve through a central angle of 16°26’31”, an arc length of 25.54 feet;

Thence along said northeasterly line North 30°37’58” West 45.20 feet;

Thence leaving said northeasterly line of North 00°04’24” East 328.90 feet;

Thence North 87°54’53” West 181.74 feet to the **Point of Beginning**;

Parcel contains 79,956 square feet, more or less.

See Exhibits ‘A-1’ attached hereto and made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyor’s Act (Bus. & Prof. Code §8700).

Signature: _____
Sean M. Smith, PLS 8233

Date: _____

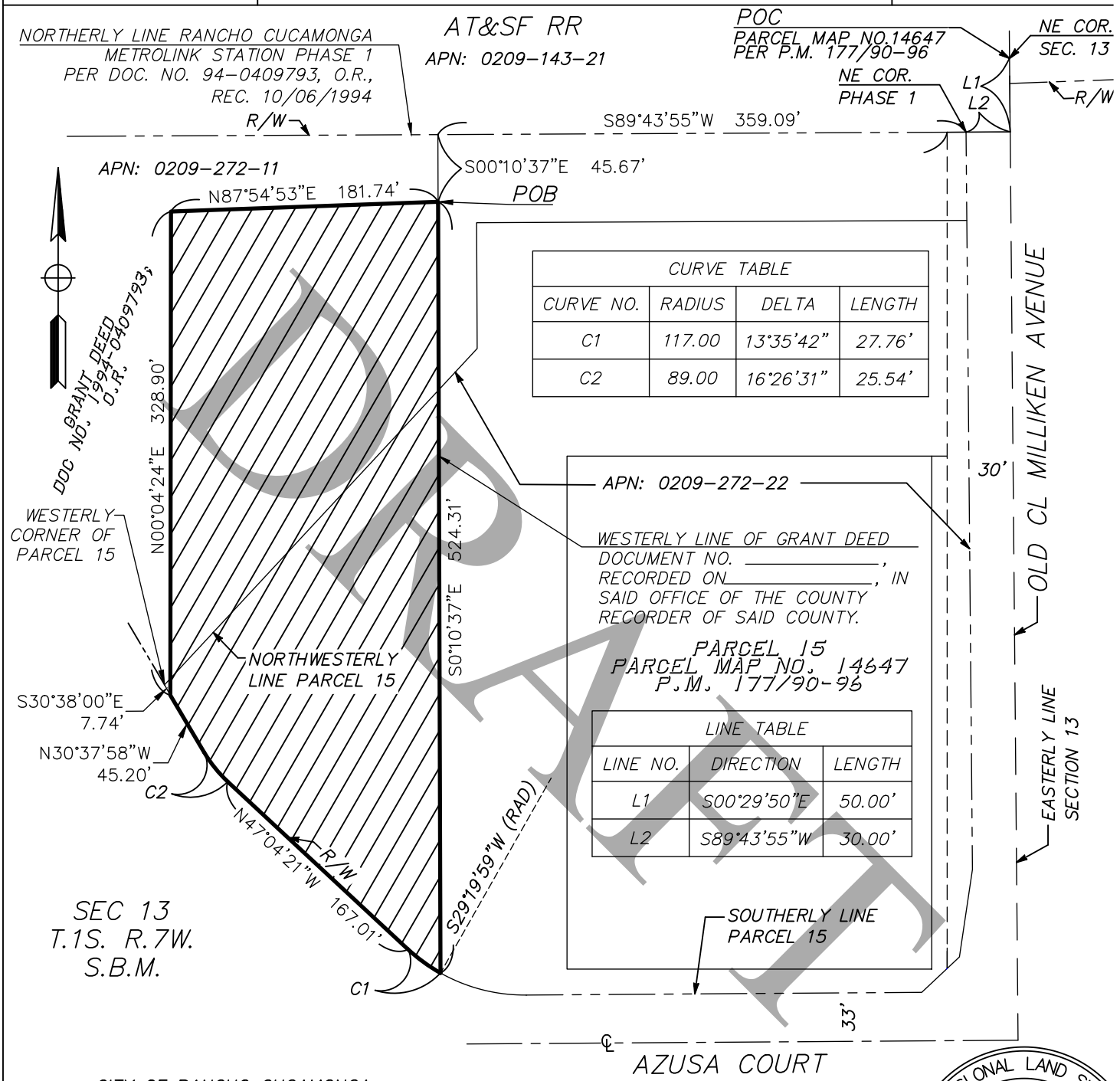


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Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

EXHIBIT 'D-1'

APN	TYPE OF ESTATE	AREA
0209-272-22 0209-272-11	PUDO EASEMENT	TOTAL: 79,956 SF



CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C1	117.00	13°35'42"	27.76'
C2	89.00	16°26'31"	25.54'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	S00°29'50"E	50.00'
L2	S89°43'55"W	30.00'

CITY OF RANCHO CUCAMONGA
COUNTY OF SAN BERNARDINO

LEGEND

▨	Indicates area to be described
POC	Point of Commencement
POB	Point of Beginning
SCE	Southern California Edison
SF	Square Feet

THIS PLAT WAS PREPARED UNDER MY DIRECTION

Preliminary
06/23/2025 4:11:47 PM

SEAN M. SMITH, PLS 8233 DATE

PROFESSIONAL LAND SURVEYOR ★ SEAN M. SMITH No. 8233 ★ STATE OF CALIFORNIA

FEET 0 50 100 200 400

PREPARED BY:
PSOMAS
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Riverside, California 92507
(951)787-8421 www.psomas.com

PREPARED BY	SCALE	SHEET NO.	TOTAL SHEETS
MNS	1"=100'	1	

DRAFT

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

EXHIBIT E
LEGAL DESCRIPTION AND DEPICTION OF THE ACCESS EASEMENT

[See Attached]

DRAFT

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

EXHIBIT 'E-1'

Depiction of Pedestrian Access Easement through Station Property to Provide Access Between the Surface Property and the Transit Center

APN: 0209-272-22

Those portions of Parcel 15 of Parcel Map No. 14647 in the City of Rancho Cucamonga, County of San Bernardino, State of California, filed in Book 177, pages 90 through 96, inclusive of Parcel Maps, in the Office of the County Recorder of said County, within Section 13, Township 1 South, Range 7 West, San Bernardino Meridian, described as follows:

Parcel "A"

Commencing at the northeast corner of Section 13, of Township 1 South, Range 7 West, San Bernardino Meridian, as shown on said Parcel Map;

Thence along the easterly line of said Section 13, South 00°29'50" East 50.00 feet to the intersection of the easterly prolongation of the northerly line of the Rancho Cucamonga Metrolink Station Phase I, as described in the Grant Deed recorded October 06, 1994, as Document No. 1994-0409793, of Official Records of said County;

Thence along said easterly prolongation line South 89°43'55 West 30.00 feet to the northeasterly corner of said Rancho Cucamonga Metrolink Station Phase I;

Thence continuing along said northerly line South 89°43'55 West 12.83 feet;

Thence South 00°00'00" West 220.19 feet;

Thence South 90°00'00" West 240.81 feet to the **Point of Beginning**;

Thence South 00°00'00" West 35.00 feet;

Thence North 00°00'00" East 15.50 feet;

Thence South 90°00'00" East 35.00 feet;

Thence South 00°00'00" East 15.50 feet to the **Point of Beginning**;

Parcel contains 543 square feet, more or less.

DRAFT

Preliminary
03/06/2024 9:31:00 PM

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

AND

Parcel "B"

Commencing at the northeast corner of Section 13, of Township 1 South, Range 7 West, San Bernardino Meridian, as shown on said Parcel Map;

Thence along the easterly line of said Section 13, South 00°29'50" East 50.00 feet to the intersection of the easterly prolongation of the northerly line of said Rancho Cucamonga Metrolink Station Phase I;

Thence along said easterly prolongation line South 89°43'55 West 30.00 feet to the northeasterly corner of said Rancho Cucamonga Metrolink Station Phase I;

Thence continuing along said northerly line South 89°43'55 West 12.83 feet;

Thence South 00°00'00" West 220.19 feet;

Thence South 90°00'00" West 235.14 feet;

Thence North 00°00'00" East 0.25 feet to the **Point of Beginning**;

Thence South 90°00'00" West 40.60 feet;

Thence North 00°00'00" West 15.00 feet;

Thence South 90°00'00" East 40.60 feet;

Thence South 00°00'00" East 15.00 feet to the **Point of Beginning**;

Parcel contains 609 square feet, more or less.

AND

Parcel "C"

Commencing at the northeast corner of Section 13, of Township 1 South, Range 7 West, San Bernardino Meridian, as shown on said Parcel Map;

DRAFT

Preliminary
03/06/2024 9:31:05 PM

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

Thence along the easterly line of said Section 13, South 00°29’50” East 50.00 feet to the intersection of the easterly prolongation of the northerly line of said Rancho Cucamonga Metrolink Station Phase I;

Thence along said easterly prolongation line South 89°43’55 West 30.00 feet to the northeasterly corner of said Rancho Cucamonga Metrolink Station Phase I;

Thence continuing along said northerly line South 89°43’55 West 12.83 feet;

Thence South 00°00’00” West 220.19 feet;

Thence South 90°00’00” West 240.89 feet;

Thence North 00°00’00” East 0.25 feet to the **Point of Beginning**;

Thence South 90°00’00” West 34.85 feet;

Thence North 00°00’00” West 15.00 feet;

Thence South 90°00’00” West 46.73 feet;

Thence North 00°00’00” West 8.00 feet;

Thence South 90°00’00” East 81.58 feet;

Thence South 00°00’00” East 23.00 feet to the **Point of Beginning**;

Parcel contains 1,175 square feet, more or less.

See Exhibits ‘D2’, ‘D3’, ‘D4’, and ‘D5’ attached hereto and made a part hereof.

DRAFT

Preliminary
03/06/2024 9:31:08 PM

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act (Bus. & Prof. Code §8700).

Signature: _____
Sean M. Smith, PLS 8233

Date: _____

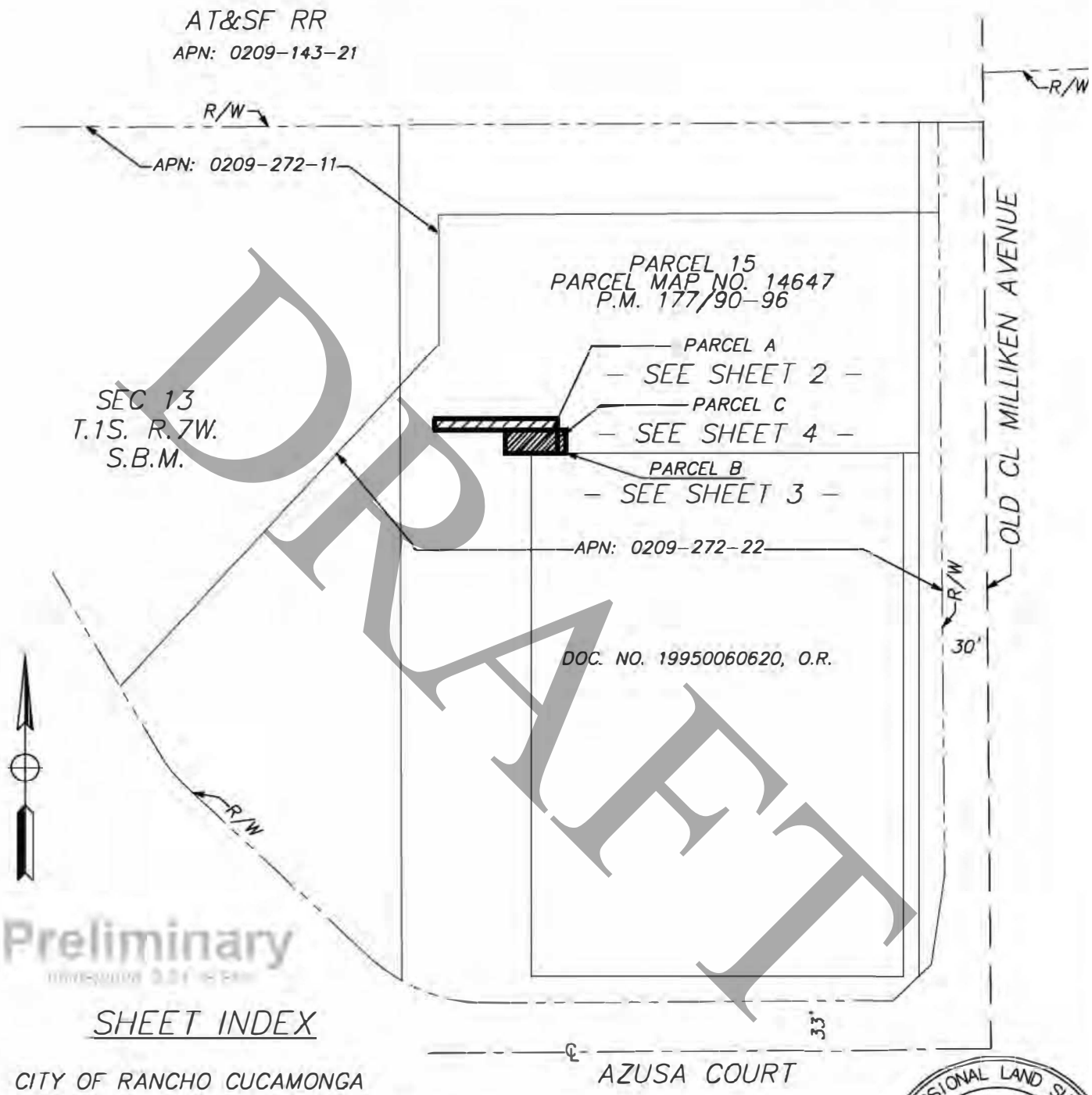


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Preliminary
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Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

EXHIBIT 'E-2'

APN	TYPE OF ESTATE	AREA
0209-272-22	FEE	TOTAL: N/A



DRAFT

Preliminary

SHEET INDEX

CITY OF RANCHO CUCAMONGA
COUNTY OF SAN BERNARDINO

LEGEND

▨	Indicates area to be described
POC	Point of Commencement
POB	Point of Beginning
SCE	Southern California Edison
SF	Square Feet

THIS PLAT WAS PREPARED
UNDER MY DIRECTION

SEAN M. SMITH, PLS 8233 DATE

PROFESSIONAL LAND SURVEYOR
SEAN M. SMITH
No. 8233
STATE OF CALIFORNIA

FEET 0 50 100 200 400

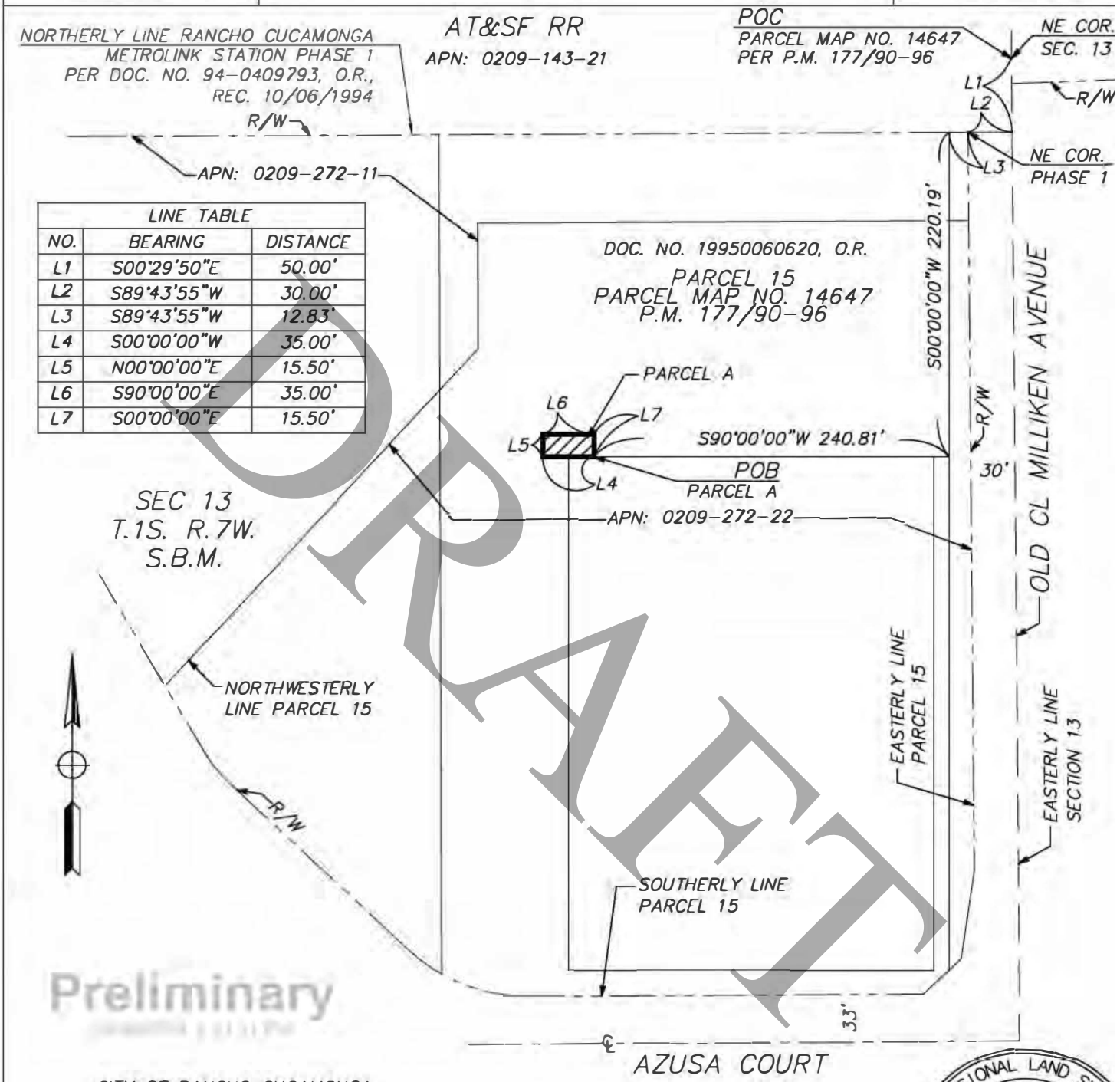
PREPARED BY:
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(951)787-8421 www.psomas.com

PREPARED BY	SCALE	SHEET NO.	TOTAL SHEETS
AU	1"=100'	1	

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

EXHIBIT 'E-3'

APN	TYPE OF ESTATE	AREA
0209-272-22	FEE	TOTAL: 543 SF



LINE TABLE		
NO.	BEARING	DISTANCE
L1	S00°29'50"E	50.00'
L2	S89°43'55"W	30.00'
L3	S89°43'55"W	12.83'
L4	S00°00'00"W	35.00'
L5	N00°00'00"E	15.50'
L6	S90°00'00"E	35.00'
L7	S00°00'00"E	15.50'

DRAFT
Preliminary

CITY OF RANCHO CUCAMONGA
COUNTY OF SAN BERNARDINO

THIS PLAT WAS PREPARED UNDER MY DIRECTION

SEAN M. SMITH, PLS 8233 DATE

PROFESSIONAL LAND SURVEYOR ★ SEAN M. SMITH No. 8233 ★ STATE OF CALIFORNIA

LEGEND

▨	Indicates area to be described
POC	Point of Commencement
POB	Point of Beginning
SCE	Southern California Edison
SF	Square Feet

FEET 0 50 100 200 400

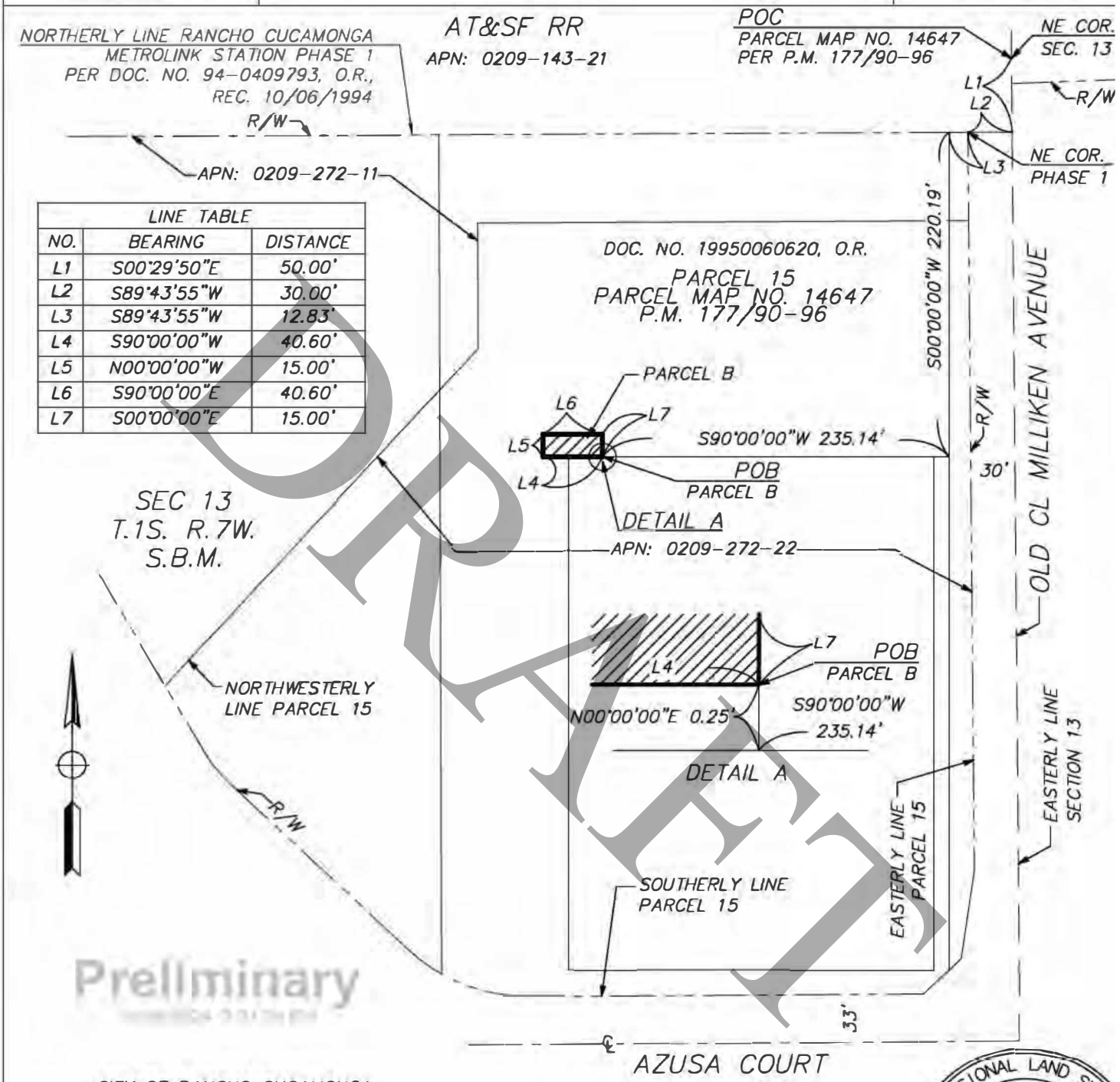
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(951)787-8421 www.psomas.com

PREPARED BY	SCALE	SHEET NO.	TOTAL SHEETS
AU	1"=100'	2	

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

EXHIBIT 'E-4'

APN	TYPE OF ESTATE	AREA
0209-272-22	FEE	TOTAL: 609 SF



LINE TABLE		
NO.	BEARING	DISTANCE
L1	S00°29'50"E	50.00'
L2	S89°43'55"W	30.00'
L3	S89°43'55"W	12.83'
L4	S90°00'00"W	40.60'
L5	N00°00'00"W	15.00'
L6	S90°00'00"E	40.60'
L7	S00°00'00"E	15.00'

DRAFT

Preliminary

CITY OF RANCHO CUCAMONGA
COUNTY OF SAN BERNARDINO

THIS PLAT WAS PREPARED UNDER MY DIRECTION

SEAN M. SMITH, PLS 8233 DATE

PROFESSIONAL LAND SURVEYOR
SEAN M. SMITH
No. 8233
STATE OF CALIFORNIA

LEGEND

▨	Indicates area to be described
POC	Point of Commencement
POB	Point of Beginning
SCE	Southern California Edison
SF	Square Feet

FEET 0 50 100 200 400

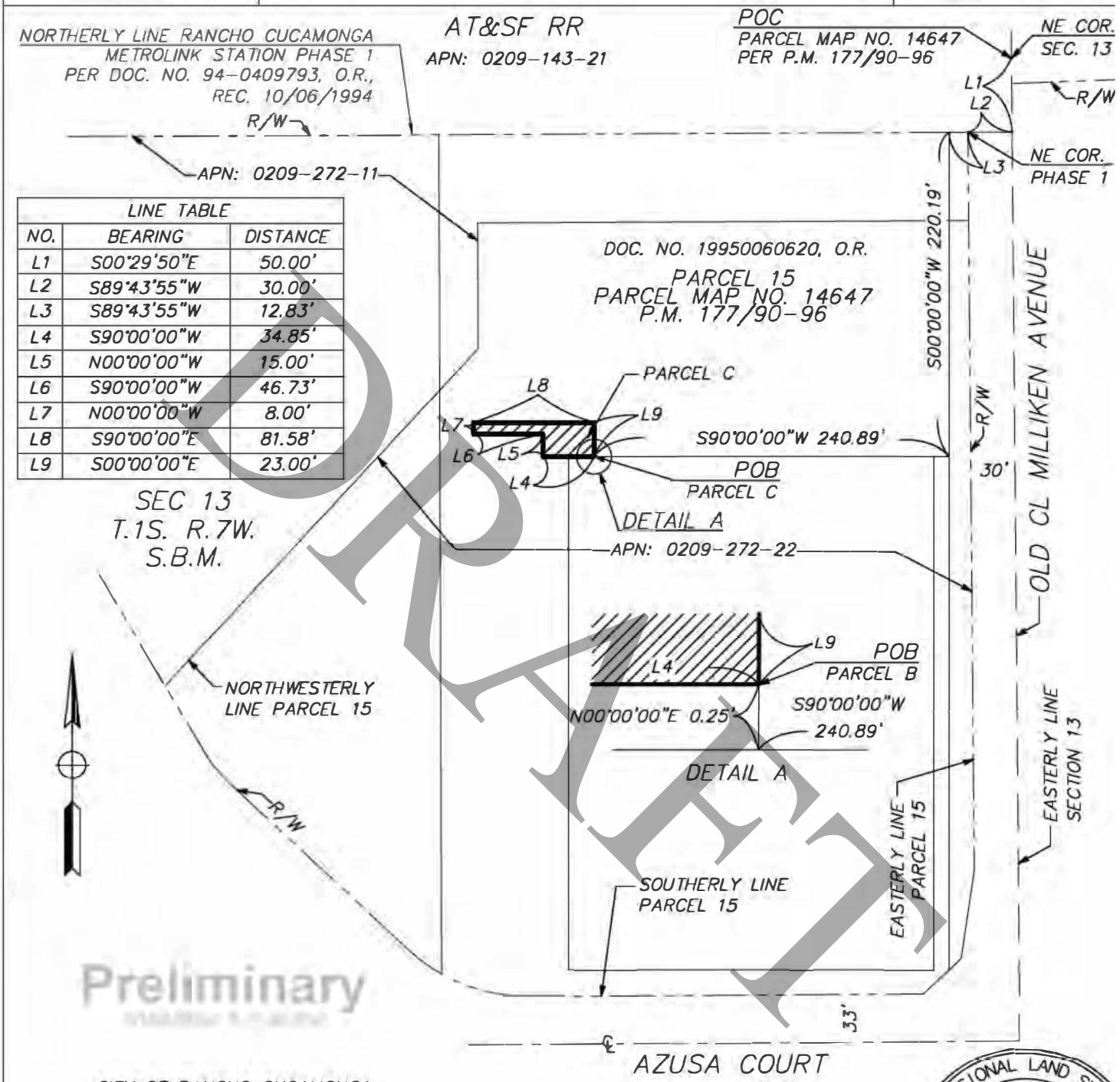
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PREPARED BY	SCALE	SHEET NO.	TOTAL SHEETS
AU	1"=100'	3	

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EXHIBIT 'E-5'

APN	TYPE OF ESTATE	AREA
0209-272-22	FEE	TOTAL: 1,175 SF



LINE TABLE		
NO.	BEARING	DISTANCE
L1	S00°29'50"E	50.00'
L2	S89°43'55"W	30.00'
L3	S89°43'55"W	12.83'
L4	S90°00'00"W	34.85'
L5	N00°00'00"W	15.00'
L6	S90°00'00"W	46.73'
L7	N00°00'00"W	8.00'
L8	S90°00'00"E	81.58'
L9	S00°00'00"E	23.00'

DRAFT
Preliminary

CITY OF RANCHO CUCAMONGA
COUNTY OF SAN BERNARDINO

LEGEND

▨	Indicates area to be described
POC	Point of Commencement
POB	Point of Beginning
SCE	Southern California Edison
SF	Square Feet

THIS PLAT WAS PREPARED UNDER MY DIRECTION

SEAN M. SMITH, PLS 8233 DATE

PROFESSIONAL LAND SURVEYOR ★ STATE OF CALIFORNIA
SEAN M. SMITH
No. 8233

FEET 0 50 100 200 400

PREPARED BY:
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1650 Spruce Street, Suite 400
Riverside, California 92507
(951)787-8421 www.psomas.com

PREPARED BY	SCALE	SHEET NO.	TOTAL SHEETS
AU	1"=100'	4	

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

TABLE OF CONTENTS

Page

1. DEFINITIONS. 2

1.1 AGREEMENT. 3
1.2 CITY. 3
1.3 DEVELOPER PERMITTEE. 3
1.4 DDA. 3
1.5 HSR STATION. 3
1.6 METROLINK. 3
1.7 OFFICIAL RECORDS. 3
1.8 PARTY. 3
1.9 PERMITTEE. 3
1.10 PROPERTIES. 3
1.11 PUDO. 3
1.12 PUBLIC AGENCIES PERMITTEE. 4
1.13 SAN GABRIEL SUBDIVISION LEASE AGREEMENT. 4
1.14 SBCTA. 4
1.15 STATION PROPERTY. 4
1.16 SURFACE PROPERTY. 4
1.17 TRANSIT CENTER. 4

2. USE RESTRICTIONS. 4

2.1 USE RESTRICTIONS. 4
2.2 MAINTENANCE AND SECURITY. 4

3. MAINTENANCE AND OPERATIONAL OBLIGATIONS. 5

3.1 MAINTENANCE AND REPAIR. 5
3.2 COOPERATION. 6
3.3 OPERATION OF HSR STATION. 6
3.4 MODIFICATIONS AFTER INITIAL CONSTRUCTION. 6
3.5 OPERATION OF PUDO. 6

4. EASEMENTS. 7

4.1 EASEMENTS FOR THE BENEFIT OF THE SURFACE PROPERTY. 7
4.2 EASEMENTS FOR THE BENEFIT OF THE STATION PROPERTY. 8

5. INSURANCE. 12

5.1 PUBLIC AGENCY INSURANCE REQUIREMENTS. 12
5.2 DEVELOPER INSURANCE REQUIREMENTS. 13
5.3 INSURANCE DURING CONSTRUCTION. 13
5.4 GENERAL INSURANCE REQUIREMENTS. 18
5.5 COVERAGE AMOUNTS. 19

6. INDEMNITY. 19

6.1 INDEMNITY. 19
6.2 GENERAL PROVISIONS. 20

7. ENFORCEMENT AND REMEDIES. 20

8. APPROVALS AND DISPUTE RESOLUTION. 20

DRAFT

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

Page

8.1 MEET AND CONFER. 20
8.2 COSTS. 20
9. REVERSIONARY RIGHT. 20
9.1 REVERSIONARY RIGHT. 20
10. RIGHT OF FIRST NEGOTIATION. 21
10.1 FIRST NEGOTIATION. 21
11. TRAFFIC SIGNAL IMPROVEMENTS AND MAINTENANCE/REPAIR. 22
11.1 AZUSA COURT/MILLIKEN AVENUE INTERSECTION. 22
11.2 MILLIKEN AVENUE/STATION PROPERTY DRIVEWAY. 22
11.3 ANAHEIM PLACE/AZUSA COURT INTERSECTION AND AZUSA COURT/SURFACE PROPERTY DRIVEWAY. 22
11.4 PERMITTING PROCESS FOR TRAFFIC IMPROVEMENTS. 23
12. USE OF CITY-OWNED PROPERTY. 23
13. PUBLIC ART. 23
14. MISCELLANEOUS. 24
14.1 NOTICES. 24
14.2 INTERPRETATION. 24
14.3 ENTIRE AGREEMENT. 25
14.4 AMENDMENTS. 25
14.5 REMEDIES CUMULATIVE. 25
14.6 COVENANTS RUNNING WITH LAND. 25
14.7 RECORDATION; EFFECTIVE DATE. 25
14.8 ESTOPPEL CERTIFICATE. 25
14.9 MECHANICS' LIENS. 25
14.10 DURATION. 26
14.11 SEVERABILITY. 26
14.12 GOVERNMENTAL POWERS. 26
14.13 FORCE MAJEURE. 26
14.14 EFFECT OF AGREEMENT; BINDING COVENANTS; EQUITABLE SERVITUDES. 26
14.15 TIME OF ESSENCE. 27
14.16 CITY MANAGER AUTHORITY. 27
EXHIBIT A LEGAL DESCRIPTION OF STATION PROPERTY
EXHIBIT B LEGAL DESCRIPTION OF SURFACE PROPERTY
EXHIBIT C LEGAL DESCRIPTION OF TRANSIT PROPERTY
EXHIBIT D LEGAL DESCRIPTION OF PUDO
EXHIBIT E LEGAL DESCRIPTION AND DEPICTION OF THE ACCESS EASEMENT

DRAFT

Attachment: 23-1002894-05 (FOR PRINT) (11763 : Amendment No. 5 to Disposition and Development Agreement No. 23-1002894 with

Minute Action

AGENDA ITEM: 40

Date: July 2, 2025

Subject:
Gold Line to Montclair Project Update

Recommendation:
That the Board, acting as the San Bernardino County Transportation Authority (SBCTA):

A. Receive an update on the Gold Line to Montclair Project.

B. ~~Consider reallocating $37,199,643 of SBCTA funds currently allocated to the Gold Line to Montclair Project to other SBCTA-funded operations and project needs and discontinuing a fund reserve for future operations.~~ **Approve the SBCTA Board President to appoint two members of the Transit Committee to participate in a joint ad hoc committee with two members of the Metro Gold Line Foothill Extension Construction Authority Board and return to the Transit Committee in August to consider reallocating $37,199,643 of SBCTA funds to other SBCTA-funded operations and project needs.**

Background:
The Metro Foothill Gold Line Phase 2B project includes 12.3 miles of light-rail track construction between the Cities of Azusa and Montclair, primarily in Los Angeles County, except for 0.65 miles of construction in San Bernardino County, which contains the planned eastern terminus at the Montclair Transit Center, as shown in Attachment A. The overall Phase 2B project is divided into two sections: Phase 2B1 extends from Glendora to Pomona, and Phase 2B2 (Project) extends from Pomona to Montclair.

On May 7, 2025, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) received a Project update and directed staff to seek further clarification from the Metro Gold Line Foothill Extension Construction Authority (Construction Authority) and return to the Transit Committee in June to consider reallocating $37,199,643 of SBCTA funds currently allocated to the Project to other SBCTA-funded operations, which is included as Attachment B. A letter was sent to the Construction Authority on April 18, 2025, and included a request for a meeting on May 12, 2025. The Construction Authority provided a response letter, included as Attachment C, and a meeting was held with SBCTA and Construction Authority representatives on May 12, 2025, which included a presentation from the Construction Authority, included as Attachment D.

The total allocation approved by the Board for the Project is $39 million, of which about $1.9 million has been expended to date and which, when combined with the $41 million of 2018 Transit and Intercity Rail Capital Program (TIRCP) funds awarded towards the San Bernardino County portion of the Project, provided a total of $80 million available for the Project. The latest Project cost for the San Bernardino County segment ranges from approximately $110 million to $188 million, with the low end of the range representing the latest estimate developed for the Project and the high end of the range representing the Project cost using the bid previously received by the Construction Authority from the design-build procurement process. The estimate provided does not include commissioning or other costs that might need to be paid to the Los Angeles County Metropolitan Transportation Authority to begin service. That means

SBCTA will need to allocate at least $30 million, and potentially up to $108 million, to cover the current funding gap for the San Bernardino segment. Closing the funding gap will need to come from other future projects that already have a funding gap, as identified in the 10-Year Delivery Plan, such as the Ontario International Airport (ONT) Connector and the procurement of additional Zero-Emission Multiple Units, or potentially from funding that would otherwise be used for future unknown transit capital and operations needs, including Metrolink, Arrow Service, and Omnitrans.

The Construction Authority has initiated procurement activities to hire a design contractor and anticipates awarding the contract in October 2025. The Construction Manager at Risk (CMAR) is expected to be hired in February 2026. The Guaranteed Maximum Price bid is expected to be submitted by the CMAR firm in August 2027. The estimated cost to advance the Project using the CMAR delivery method to the point where new bids are received is $15.4 million, which is the amount the Board will need to approve to fund the next phase of the Project. Allocating additional funding to close the current funding gap should be done once the CMAR team receives the actual bid. Below is the expected delivery schedule:

Expected Project Delivery Schedule*

Activity	Timing
Request for Proposals (RFP) for Designer	June 2025
RFP for CMAR	September 2025
Designer Contract Award	October 2025
CMAR Contract Award	February 2026
Minor Construction Projects Begin	December 2026
CMAR Bids w/ Guaranteed Maximum Price (GMP typically at 80-90% Design)	August 2027
Design Complete (100%)	October 2027
If Required, Bid 100% Design	December 2027
Project Complete (if CMAR bid was ok)	June 2031

*Preliminary draft schedule; subject to revision

The CMAR delivery method was introduced by Assembly Bill 1932 (Daly), which allows public entities, with the approval of its governing board, to utilize CMAR for projects on property the county owns or leases. SBCTA raised this topic with the Construction Authority since we have received legal guidance that the Construction Authority does not have the legal authority to use the CMAR delivery method since they are not a public entity as defined in the applicable Public Contract Code. The Construction Authority has opined that its enabling legislation is sufficiently broad to permit the Construction Authority to use alternative project delivery methods, including CMAR. Since the Project includes TIRCP funds, a letter has been sent to the California State Transportation Agency (CalSTA) to get further clarification, and we are waiting for a formal response. In the event that the TIRCP funds do not become eligible funds, SBCTA will need to cover the additional $41 million currently funded by TIRCP funds.

The other topic discussed at length with the Construction Authority at the May 12, 2025 meeting was the need for increased collaboration and to memorialize the commitment via a Memorandum of Understanding (MOU) as well as to update the representation on the Construction Authority

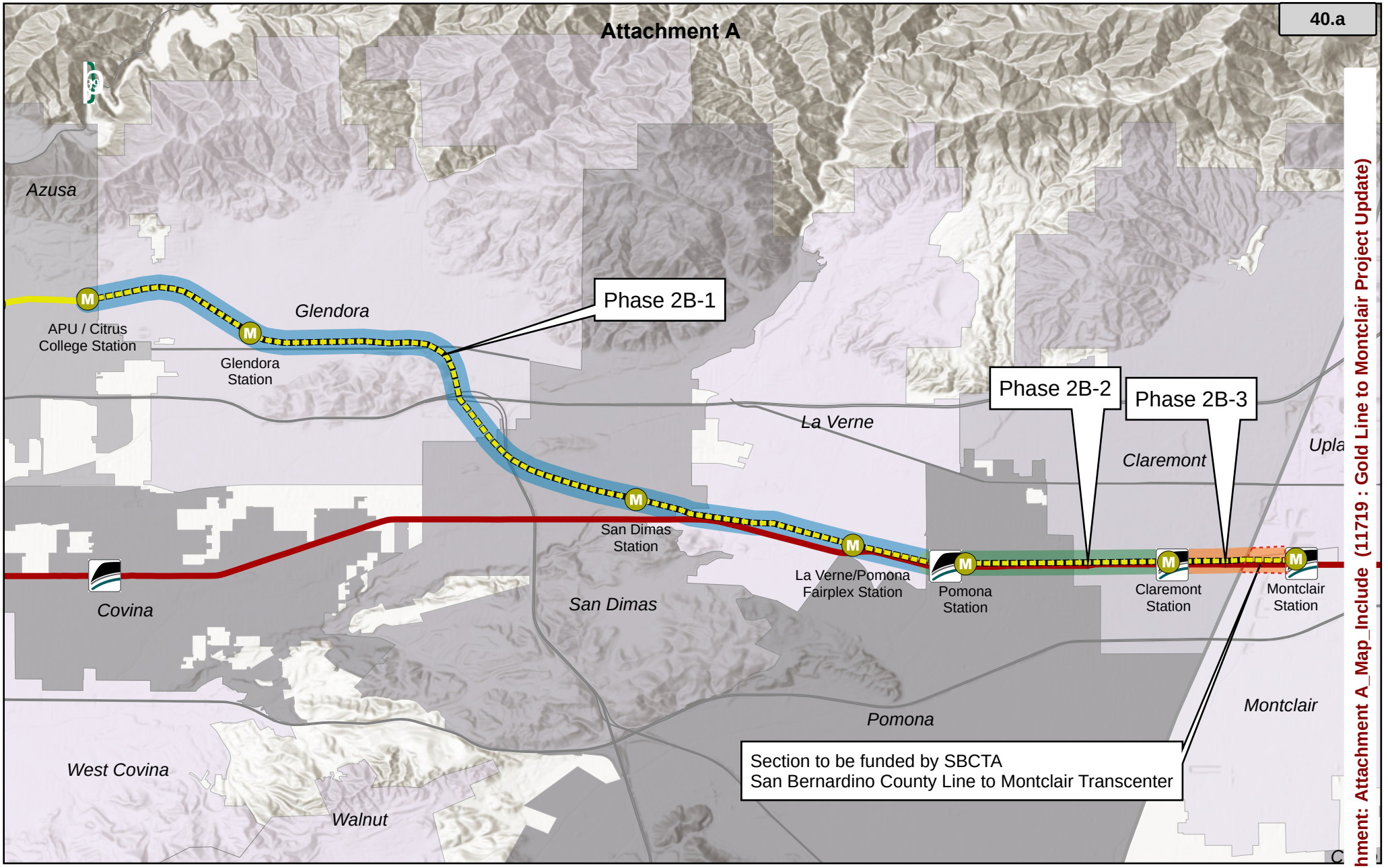
Board to include voting members that represent the communities of the Project segment. The Construction Authority ~~will be presenting~~ **presented** an update, **in closed session,** to their Board at their June 12 meeting, including the need to enter into a MOU. With the concurrence of the Construction Authority Board, the MOU will then be drafted to memorialize the communication and reporting obligations. The Legislative Policy Committee meeting ~~scheduled for~~ **held** June 11, 2025, ~~includes~~ **included** an item that recommends authorizing SBCTA to pursue legislation to add two voting members to the Metro Gold Line Foothill Extension Construction Authority Board of Directors, one to be appointed by the City of Montclair and one to be appointed by SBCTA. A copy of the Legislative Policy Committee meeting staff report is included as Attachment E.

At the June 12, 2025 Transit Committee meeting, Recommendation B was amended to approve the Board President to appoint two members of the Transit Committee to participate in a joint ad hoc committee with two members of the Metro Gold Line Foothill Extension Construction Authority Board, and return to Transit Committee in August. Furthermore, ~~Based~~ **based** on the overall schedule and procurement history of the Construction Authority to extend the Gold Line service to Montclair, recent and upcoming improvements to Metrolink service along the same corridor, and the limited operations funds, the prior funding allocated to the Project ~~and any reserves for future operations~~ should be considered for reallocation to other existing SBCTA Board priorities and programs **at the August Transit Committee meeting.**

Financial Impact:
This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026.

Reviewed By:
This item was reviewed and recommended for approval (7-3-0; Opposed: Navarro, Hussey, McCallon) by the Transit Committee on June 12, 2025.

Responsible Staff:
Victor Lopez, Director of Transit & Rail Programs



Metrolink Stations
San Bernardino Metrolink Line
Metro A Line Stations
Metro A Line (Existing)
Metro A Line (Proposed Extension)

Foothill Extension - Proposed Alignment Anticipated Construction Timelines

Phase 2B-1: Glendora to Pomona North Metrolink Station – Construction Underway 2019 to 2025
Phase 2B-2: Pomona North Metrolink Station to Los Angeles/San Bernardino County Line – Construction Planned 2025 to 2
Phase 2B-3: Los Angeles/San Bernardino County Line – Construction Planned 2025 to 2031

0 0.5 1 2

Attachment: Attachment A_Map_Include (11719 : Gold Line to Montclair Project Update)

Minute Action

AGENDA ITEM: 29

Date: May 7, 2025

Subject:
Gold Line to Montclair Project Update

Recommendation:
That the Board, acting as the San Bernardino County Transportation Authority (SBCTA):

A. Receive an update on the Gold Line to Montclair Project and provide direction as appropriate.

B. ~~Consider reallocating $37,199,643 of SBCTA funds to other SBCTA-funded operations and project needs and discontinuing a fund reserve for future operations.~~ **Direct staff to seek further clarification from the Metro Gold Line Foothill Extension Construction Authority and return to the Transit Committee in June to consider reallocating $37,199,643 of SBCTA funds to other SBCTA-funded operations and project needs and discontinuing a fund reserve for future operations.**

Background:
The Metro Foothill Gold Line Phase 2B project includes 12.3 miles of light-rail track construction between the Cities of Azusa and Montclair, primarily in Los Angeles County, except for 0.65 miles of construction in San Bernardino County, which contains the planned eastern terminus at the Montclair Transit Center, as shown in Attachment A. The overall Phase 2B project is divided into two sections: Phase 2B1 extends from Glendora to Pomona, and Phase 2B2/2B3 (Project) extends from Pomona to Montclair.

On May 1, 2024, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) received a Project update and approved increasing the total allocation to $39 million, of which about $1.9 million has been expended to date and which, when combined with the $41 million of 2018 Transit and Intercity Rail Capital Program (TIRCP) funds awarded towards the San Bernardino County portion of the Project, provided a total of $80 million available for the Project as an interim funding step until the design-build contract and other costs were further defined. The Board also directed staff to negotiate a reimbursement agreement with the Los Angeles County Metropolitan Transportation Authority (LACMTA) to memorialize the additional funds allocated by the SBCTA Board for the Project. The complete staff report is included as Attachment B.

The Metro Gold Line Foothill Extension Construction Authority (Construction Authority) asserted that having the reimbursement agreement in place and included as part of the Request for Proposals (RFP) packet was critical to reducing the unnecessary risk of money being added by the bidders to their bid price due to the perceived uncertainty. In October 2024, the LACMTA Board approved an amendment with the Construction Authority allocating $798 million in TIRCP formula funding authorized by Senate Bill 125, which included the $41 million TIRCP funds for costs in San Bernardino County, and reference to the additional $39 million allocated by the SBCTA Board in May 2024.

Attachment: Attachment B_ May 7, 2025 SBCTA Board Agenda Item (11719 : Gold Line to Montclair Project Update)

The Construction Authority issued a request for qualifications for the design-build contractor in March 2024 and shortlisted one contractor in July 2024 to submit a response to the Authority's RFP. The Construction Authority expected to receive a firm, fixed-price proposal from its design-build contractor in early 2025, and bids were received in late February 2025. The Construction Authority then worked with the design-build contractor to refine the contract documents to reduce costs and risk for the design-builder. However, the best and final offer was received in late March 2025 and remained hundreds of millions of dollars above the Construction Authority's independent cost estimates and available funding. The bid for the San Bernardino County portion was approximately $170.6 million, which is $90.6 million more than the $80 million anticipated by SBCTA in May 2024.

On March 26, 2025, the Construction Authority Board directed staff to cancel the ongoing design-build procurement and pursue a new plan to deliver the project using the Construction Manager at Risk (CMAR) delivery method. It should be noted that the statute governing the CMAR delivery method, Assembly Bill 1932 (Daly), allows a public entity, with the approval of its governing board, to utilize CMAR for projects on property the county owns or leases. The proposed Project lies largely on property owned by either LACMTA or SBCTA, neither being counties. The Construction Authority staff anticipates providing more details on the new plan, including a timeline for expediting project delivery with a new RFP for design to be released in June 2025.

Over the last several years, the Metro Foothill Gold Line extension to Montclair has experienced cost increases, schedule delays, and has gone through different procurement approaches. In November 2018, the Construction Authority previously shortlisted four teams, all of which had cost proposals substantially over the budget established in June 2017. Based on the two lowest-cost proposals received, the Construction Authority had estimated an additional $570 million was needed to construct the segment to Montclair and recommended a phased approach by advancing the project to Pomona while additional funding was secured for the segment from Pomona to Montclair. However, in November 2022, the Construction Authority informed LACMTA that the estimated cost of the segment between Pomona and Montclair was now estimated at $878 million, with $798 million attributable to costs in Los Angeles County and $80 million to costs in San Bernardino County. Now that the Construction Authority has canceled the ongoing procurement and is going to pursue another procurement approach, staff remains concerned that the overall schedule will continue to be extended and the overall price of the project will continue to go up. In February 2025, the Board approved an update to the 10-Year Delivery Plan, which included the funding for the capital, operations, and maintenance for the extension to Montclair and noted that the projected revenue through 2040 for the San Bernardino Valley Metrolink/Rail Service Program is already 93% committed and only $33 million remains for future projects and/or operating costs, which is higher than the bids already received for the extension to Montclair.

Furthermore, as noted in previous updates to the SBCTA Board, staff remain concerned with duplication of transit services in the same corridor where they are publicly subsidized at significantly different levels, as is the case with the introduction of Gold Line service in the Metrolink corridor. The SBCTA Board recently approved moving forward with the Lilac to Sycamore project, and along with other double track projects that are included as part of the Metrolink Southern California Optimized Rail Expansion (SCORE) Program, will introduce

Attachment: Attachment B_ May 7, 2025 SBCTA Board Agenda Item (11719 : Gold Line to Montclair Project Update)

30-minute bi-directional service along the San Bernardino Line prior to the now revised 2031 revenue service date for the Gold Line segment from Pomona to Montclair. However, in late January 2025, the Southern California Regional Rail Authority, which operates the Metrolink service, implemented a revised schedule as part of their long-term evolution to a regional rail model that already increases the level of service to approximately 30-minute bi-directional service between Los Angeles Union Station and Montclair. The cost to operate the Gold Line 0.65-mile segment within San Bernardino County has also recently increased from approximately $2 million per year to approximately $5 million per year. However, per the approved 10-Year Delivery Plan, we are currently reserving $13.7 million for the initial three years of operations and a total of $37.7 million through 2040, which would increase to $63 million with the current estimates. The actual cost to operate is likely to continue to increase due to inflation, future capital cost, state of good repair needs, and other expenses, which will further impact the already limited funding to operate existing transit services in San Bernardino County.

Based on the overall schedule and procurement history of the Construction Authority to extend the Gold Line service to Montclair, recent and upcoming improvements to Metrolink service along the same corridor, and the limited operations funds, the prior funding allocated to the Project and any reserves for future operations should be considered for reallocation to other existing SBCTA Board priorities and programs.

At the April 10, 2025 Transit Committee, staff was directed to seek detailed clarification from the Construction Authority on how using the CMAR delivery method will result in a reduced project cost, reiterate the need for the transparent sharing of information, and defer the decision to reallocate funds to the June 2025 Transit Committee. A letter was sent to the Construction Authority on April 18, 2025, and included a request for a meeting on May 12, 2025.

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

Reviewed By:
This item was reviewed and recommended for approval (9-2-0; Opposed: McCallon, Navarro) by the Transit Committee on April 10, 2025.

Responsible Staff:
Victor Lopez, Director of Transit & Rail Programs

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	John Dutrey, City of Montclair
SECONDER:	Frank Navarro, City of Colton
AYES:	Bishop, Silva, Herrick, Ulloa, Marquez, Navarro, Warren, Hussey, Pullen, McCallon, Dailey, Dutrey, Jernigan, Wapner, Michael, Saucedo, Baca, Tran, Mintz, Jones, Woolsey, Denison, Armendarez, Rowe, Baca Jr., Velto (Alt.)
ABSENT:	Ramos, Cook, Hagman

Approved
Board of Directors
Date: May 7, 2025

Witnessed By:

Marleana Roman, Clerk of the Board 05/07/2025

Attachment: Attachment B_ May 7, 2025 SBCTA Board Agenda Item (11719 : Gold Line to Montclair Project Update)

Foothill Gold Line

Metro Gold Line Foothill Extension Construction Authority

406 East Huntington Drive, Suite 202
Monrovia, CA 91016-3633

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www.foothillgoldline.org

Board Members:

Ed Reece
Chair
Councilmember,
City of Claremont
Appointee, SGVCOG

Mendell Thompson
Vice Chair
Mayor,
City of Glendora
Appointee, City of
South Pasadena

Tim Sandoval
Member
Mayor,
City of Pomona
Appointee, LACMTA

Tim Hepburn
Member
Mayor
City of La Verne
Appointee,
City of Pasadena

Vacant
City of Los Angeles
Appointee

Vacant
Caltrans District 7
Gubernatorial
Appointee

Gene Masuda
Member, Non-Voting
Councilmember,
City of Pasadena
Appointee, City of
Pasadena

Daniel M. Evans
Member, Non-Voting
Appointee, City of
South Pasadena

Javier John Dutrey
Member, Non-Voting
Mayor,
City of Montclair
Appointee, SBCTA

Executive Officer:

Habib F. Balian
Chief Executive Officer

April 28, 2025 FGL-SBC-034

Ray Marquez
Board President
San Bernardino County Transportation Authority
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715

Subject: **Response to Letter dated April 18, 2025**

Dear President Marquez,

The Foothill Gold Line Construction Authority is in receipt of your April 18 letter.

As you know, the Construction Authority is vested with the statutory authority to plan, design and build the Foothill Gold Line light rail system that consists of 25 stations from Union Station to Montclair. To date, the agency has completed 23 of those 25 stations in three separate construction segments that were each completed on time and under budget. The final two-station project segment from Pomona to Montclair has been environmentally cleared, completed advanced conceptual engineering, and has secured funding in both Los Angeles and San Bernardino Counties.

Over the last year, the Construction Authority had been underway with a two-step procurement to hire a design-build team to finalize design and construct the final project segment that includes the Montclair station. Even though the agency offered substantial payments for work performed (similar to stipends) for the unsuccessful bidding teams, and conducted extensive outreach to the contracting community, Kiewit was the sole bidder for the project. After numerous efforts by the Authority to work with Kiewit to refine the contract documents to reduce costs and risk for the design-builder, Kiewit's best and final offer was received in March and remained hundreds of millions of dollars above the agency's multiple independent cost estimates and available funding.

While the Authority anticipated some higher costs due to recent changes in the economic landscape, Kiewit's proposal was uniquely disappointing as it was 54% higher than the agency's most conservative independent cost estimate (ICE) and was significantly out of sync with the contracting industry's chief economist who presented an update to our board in March that confirmed market assumptions in the ICEs. Not only was it impossible to move forward given available funding, the Authority could not in good conscience move forward with this unreasonably high bid that seemed to take advantage of the fact that Kiewit was the only contractor competing for the work.

After careful consideration, the Construction Authority board of directors directed staff to cancel the design-build procurement and pursue a new plan to deliver the project

Attachment: Attachment C_Construction Authority Response (INCLUDE) (11719 : Gold Line to Montclair Project Update)

using the Construction Manager at Risk (CMAR) delivery method and I am pleased to say that staff has moved quickly and is preparing the first RFP for issuance in June for project design and expects to issue the RFP for the CMAR in October. The board believes this is the best approach to put available dollars to their best use and prioritize efficient construction. We are already hearing significant interest from the contracting community and we are hopeful that this pivot will allow for more robust competition while only resulting in a 10 to 12 month delay overall for project completion.

I understand that SBCTA staff has looked at Public Contract Code Section 20146 and is concerned that the Construction Authority does not have the authority to utilize the CMAR delivery method under that statute. Very simply, that statute does not apply to the Construction Authority since we are neither a "county" nor "public entity" by the terms of that statute; further, it is not the source of our authority to use CMAR. The Construction Authority was created under Division 12.7, Chapter 6 of the Public Utilities Code (Sections 132400-132450) for the purpose of awarding and overseeing all design and construction contracts for completion of the project. That enabling legislation is sufficiently broad to permit the Construction Authority to use alternative project delivery methods, including CMAR, which involves early engagement of a construction manager during the design phase and delivery of the project under a negotiated guaranteed maximum price. [1]

Since we are no longer conducting an active sole source design-build procurement, where our ability to share cost information was limited per confidentiality requirements, we are now able to share the details of the independent cost estimates for San Bernardino County with your staff and will continue to share official updates to cost estimates during the CMAR process as we move forward. It is important to distinguish that the CMAR process does not have the same confidentiality requirements that the design-build sole source procurement process had. While this was frustrating for your staff, our team communicated the restrictions and why we could not share those estimates during the ongoing procurement process on multiple occasions.

We plan to continue our existing efforts as well as include additional opportunities to involve SBCTA at key points in the project now that we have pivoted to the CMAR process. As far as existing efforts, importantly, SBCTA has held a position on the Construction Authority board – as well as the project's Joint Powers Authority board - for many years. Currently Mayor Dutrey sits on the Authority board and the Joint Powers Authority board, representing SBCTA. Additionally, Otis Greer sits on the

[1] The Construction Authority was created under Division 12.7, Chapter 6 of the Public Utilities Code (Sections 132400-132450) for the purpose of awarding and overseeing all design and construction contracts for completion of the project. Under Public Utilities Code section 132410(a)(4), the Construction Authority is expressly authorized to:

(a) Contract with public and private entities for the planning, design, and construction of the project; and
(b) Enter into such contracts separately or in combination to include any or all tasks necessary for completion of the project.

This grant of power to the Construction Authority to contract with private entities for planning, design, and construction, and the flexibility to structure those contracts as separate contracts or a combination of contracts, is sufficiently broad to authorize the Construction Authority's use of alternative project delivery methods such as CMAR, which involves early engagement of a construction manager during the design phase and delivery of the project under a negotiated guaranteed maximum price. Similarly, the Construction Authority's enabling statute permits the use of design-build project delivery.

Attachment: Attachment C_Construction Authority Response (INCLUDE) (11719 : Gold Line to Montclair Project Update)

Technical Advisory Committee; and SBCTA staff have for many years been invited to - but stopped attending - quarterly project meetings alongside the city of Montclair. Recently, those meetings have changed to recurring monthly and we will be happy to see SBCTA staff once again choose to attend those meetings. Each of these are important existing opportunities for SBCTA to stay apprised of all aspects of the project and to ask questions.

As far as additional opportunities for SBCTA to be involved at key points in the project, the Construction Authority plans to include SBCTA in the upcoming CMAR procurements, including having a representative on the evaluation committee for each procurement as well as giving access to the portions of the contracting documents relevant to San Bernardino for review and comment at the appropriate time as the design and CMAR process moves forward.

I would welcome a meeting of the group I convened in Claremont in January 2024, with representatives of the board and staff from the Construction Authority, SBCTA, Claremont, Montclair and Metro. Let's plan for the morning of May 12th and get as many of those same people in the room as possible. I have checked and the City of Montclair is available to host the meeting at Montclair City Hall.

Finally, we request that SBCTA not redirect current funding in place for the project while the Construction Authority moves forward with this new plan. We have already shared that the ICE for San Bernardino County was consistent with what our staff has been telling your staff about the funding needs for the project. And as I explained earlier, now that the sole source design-build procurement is behind us, we are able to share the details of the ICE with your team and will gladly share official cost estimates as they are provided through the CMAR process.

We have had a long-time partnership with SBCTA that dates back to the early 2000s and SANBAG days. We want to get this light rail project to the Montclair TransCenter, and I believe working together will make that goal a reality in the near-term.

Lastly, as always, I am available to you, and I look forward to our continued partnership and enhanced collaboration.

Sincerely,



Ed Reece,
Chairman of the Board of Directors
Foothill Gold Line

Cc: Habib Balian – CEO, Foothill Gold Line
Ray Wolfe – Executive Director, SBCTA
Stephanie Wiggins – CEO, LACMTA
John Dutrey – Mayor, City of Montclair

Attachment: Attachment C_Construction Authority Response (INCLUDE) (11719 : Gold Line to Montclair Project Update)



Foothill Gold Line

Pomona to Montclair Project
Partner Meeting - May 12, 2025

Agenda

- Introductory Comments – John Dutrey, Ed Reece and Ray Marquez
- Pomona to Montclair Project – Project Delivery Method Update
  - Design-Build Cancellation
  - CMAR
  - Authority to Use CMAR
  - Expected Project Delivery Schedule
  - SBCTA's Cost Concerns
- Communication/Reporting Obligations
  - Funding Partners
  - System Operator Partners
- Near-Term Funding Needs from SBCTA
- MOU Between Authority and SBCTA
- Next Steps
- Final Questions

Attachment: Attachment D_ May 12 Presentation (INCLUDE) (11719 : Gold Line to Montclair Project Update)

Pomona to Montclair Project
Project Delivery Updates

Design-Build Procurement Cancelled

	Highest Independent Cost Estimate	Kiewit's Initial Price (ref)	Kiewit's BAFO	Kiewit's BAFO Above ICE	Kiewit's Percentage Above ICE
L.A. County	$553,339,522	$830,729,000	$823,342,327	$270,002,805	49%
S.B. County	$92,241,200	$175,277,000	$170,663,673	$78,422,473	85%
TOTAL	$645,580,722	$1,006,006,000	$994,006,000	$348,425,278	54%

- In March 2025, the Authority board decided to cancel the design-build procurement and pursue a new path to deliver the Pomona to Montclair project using a Construction Manager at Risk (CMAR) delivery method, which will reduce project risk and allow project delivery as quickly as possible.
- The decision followed Kiewit's final bid price (received late February 2025) being deemed unreasonable according to accepted procurement guidelines and practice.
- The Construction Authority made several attempts to collaborate with design-builder (Kiewit) during the proposal and negotiation process to lower costs and find a path forward. The agency conducted discussions on numerous occasions, interacted via questions/requests and responses, and ultimately agreed to dozens of contract changes requested by Kiewit to reduce costs. Despite these shifts and cooperation, Kiewit's final bid was lowered by only $12 million; remaining hundreds of millions of dollars above the agency's multiple independent cost estimates.

Attachment: Attachment D_ May 12 Presentation (INCLUDE) (11719 : Gold Line to Montclair Project Update)

Independent Cost Estimate

Multiple ICEs (Independent Cost Estimates) prepared for the project

- May 2021 – Initial estimate by Jacobs Engineering
- January 2022 – Updated Jacobs Engineering cost estimate to account for construction market volatility and escalation
- Summer 2022 – **Obtained two additional outside independent cost estimates: one by GNR Estimating Services & one by Hill International**
- End of 2022 – Updated Jacobs Engineering cost estimate to account for construction market volatility and escalation
- October 2023 – Updated Jacobs Engineering cost estimate
  - Detailed line-item review
  - Construction market volatility and escalation
- June 2024 – **LACMTA performed limited audit of Authority's ICE**
  - Determined Authority's ICE was 12% too high
- September 2024 – Updated Jacobs Engineering cost estimate to account for construction market volatility and escalation

Factors Driving High Cost*

- Big Picture Factors
  - Political and Economic Uncertainty
  - Tariffs
  - Regional wildfires
  - Unusually busy subcontractors
  - Risk, Risk, Risk

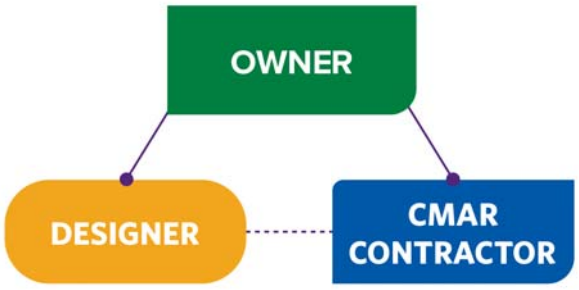
- Kiewit-Specific Factors
  - **Main factor**: Kiewit and each subcontractor insulating from risk (to an extreme)
  - High escalation rates for labor, material, equipment, and fuel
  - Limited subcontractor quotes obtained
  - Design-Build contracting
    - Escalation: Price locked far ahead of work, resulting in high escalation rates for prime and subs
    - Design: Price locked far ahead of final design, resulting in cautious (high) pricing for items that are technically challenging or simply not yet designed
  - Possible: Making up profit margin from last job

NOTE: Design-Build was cited as one of the top reasons contractors didn't bid
- Contractor takes many risks (inc'ld design risk), includes "risk money" in bid
- High price if high risk or if contractor wants to insulate from risk

* This information is the opinion of the Authority and speculative based on data reviewed.

Attachment: Attachment D_ May 12 Presentation (INCLUDE) (11719 : Gold Line to Montclair Project Update)

CMAR (Construction Manager at Risk)



- Owner hires designer and at approximately 30% design, owner hires CMAR contractor
- Designer participates as member of the “CMAR Project Team” during pre-construction services
  - The CMAR Project Team consists of the owner, designer, CMAR contractor, and Independent Cost Estimator (ICE)
  - Designer retains primary role in design development
- Design is completed to 100% with CMAR and Authority input (based on design criteria)
  - When 80-90% complete, typically CM bids Guaranteed Maximum Price (GMP) for scope it helped develop
    - If GMP ok, then good. Time saved. Cost certainty achieved
    - If GMP too high, then option for competitive **design-bid-build** procurement, possibly with a revised scope

CMAR Pros / Cons

PROS

- **Cost Advantages**
  - Much lower design risk, less “risk money” for design
  - Open book cost estimation means all are aware of budget issues (transparency): avoids cost creep and allows negotiation of risk allocation and mitigation prior to fixed price
  - Guaranteed Max Price gives CMAR contractor risk for cost overruns
- **Other Advantages**
  - Design: Higher quality, goal of optimal design and value maximizing
  - Schedule: Small projects during design; CM bids at 80-90% design

CONS

- Requires collaboration
- Conflict between designer and CMAR contractor motivations (i.e., conservative design versus cost control)
- Higher owner involvement and management

Attachment: Attachment D_ May 12 Presentation (INCLUDE) (11719 : Gold Line to Montclair Project Update)

Expected Project Delivery Schedule*

Activity	Timing
RFP for Designer	June 2025
RFP for CMAR	September 2025
Designer Contract Award	October 2025
CMAR Contract Award	February 2026
Minor Construction Projects Begin	December 2026
CMAR Bids w/ Guaranteed Maximum Price (GMP typically at 80-90% Design)	August 2027
Design Complete (100%)	October 2027
If Required, Bid 100% Design	December 2027
Project Complete (if CMAR bid was ok)	June 2031

*Preliminary draft schedule; subject to revision

Foothill Gold Line

Anticipated Project Schedule



- The procurement process will be underway starting in June 2025 with the design contractor expected to be hired in October 2025 and the CMAR expected to be hired in February 2026.
- CMAR will provide Guaranteed Maximum Price in about August 2027; but will provide estimates for full project at 60% and 85%. Estimates will be shared with SBCTA.
- New plan results in 10 to 12-month delay in project delivery from original procurement plan.
- Authority is already hearing significant interest from the contracting community and is hopeful that new plan will allow for more robust competition.

Attachment: Attachment D_ May 12 Presentation (INCLUDE) (11719 : Gold Line to Montclair Project Update)

Construction Authority's Enabling Legislation Allows CMAR

The Construction Authority was created under Division 12.7, Chapter 6 of the Public Utilities Code (Sections 132400-132450) for the purpose of awarding and overseeing all design and construction contracts for completion of the project.

Public Utilities Code section 132410(a)(4) expressly authorizes the Construction Authority to:

(a) Contract with public and private entities for the planning, design, and construction of the project; and
(b) Enter into such contracts separately or in combination to include any or all tasks necessary for completion of the project

This grant of power to contract with private entities for planning, design, and construction, and the flexibility to structure those contracts as separate contracts or a combination of contracts based on "price or competitive negotiation, or on both of those things" (PUC §132420(d)), is sufficiently broad to authorize the use of alternative project delivery methods such as CMAR, with early engagement of a construction manager during design, and delivery under a negotiated guaranteed maximum price. Similarly, the Construction Authority's enabling statute permits the use of design-build project delivery.

If there is a conflict between the Authority's enabling statute and any of the general rules of procurement under the Public Contract Code, the Authority's enabling statute would prevail. PUC §132420(d): "All contracts approved and awarded by the executive director shall be awarded in accordance with state laws generally applicable to local agency procurements and contracts, subject to the provisions of this chapter [emphasis added]."

Foothill Gold Line

Public Contract Code Section 20146 Concern

- Public Contract Code Section 20146 does not relate to the Construction Authority as the Authority is neither a "county" nor a "public entity" under the terms of that statute. PCC Section 20146(a): "*A county, with approval of the board of supervisors, or a public entity, with approval of its governing body, may utilize construction manager at-risk construction contracts … .*" PCC Section 20146(b)(3): "'*Public entity' means a public entity of which the members of the county board of supervisors make up the members of the governing body of that public entity.*"
- The first sentence of PCC 20146(a), which permits the use of CMAR, is permissive and not restrictive. In contrast for example, PUC 185032(a) says that the ability to build high-speed rail "... is exclusively granted to the [high speed rail authority]". PCC 20146(a) does not contain similar exclusivity language.

Bottomline: Public Contract Code Section 20146 (the statute identified by SBCTA) does not apply to the Construction Authority and does not restrict use of CMAR (it is permissive, not restrictive); it clarifies or expands for counties statewide their ability to use CMAR.

Attachment: Attachment D_ May 12 Presentation (INCLUDE) (11719 : Gold Line to Montclair Project Update)

California Agencies/Jurisdictions Using CMAR

In addition to counties, many agencies are using CMAR *(sometimes referred to as CM/GC)* to deliver projects state-wide. Here are just a few found in a recent search:

- University of California System
- California State University System
- Port of Oakland
- SANDAG
- LA Metro
- California Sites Project Authority
- California Transportation Commission
- Caltrans
- Soquel Creek Water District
- Cities of Pasadena, San Diego, Long Beach, Alhambra, San Francisco

Staff at CalSTA has confirmed to Construction Authority that they have no problem with the agency using CMAR to deliver project.

Foothill Gold Line

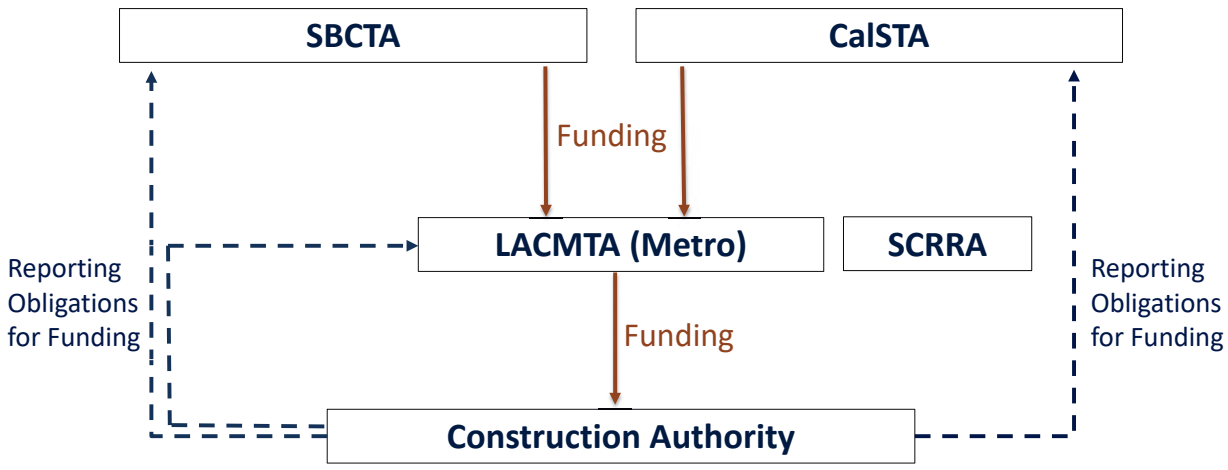
SBCTA's Concern that Costs Will Rise

- Construction Authority has no evidence that Kiewit's price was accurate, as it was 54% higher than the most conservative ICE and was out of sync with the Associated General Contractors of America chief economist's own data.
- The Authority believes significant risk money was included in the bid by Kiewit that will not be relevant in the CMAR, since the fixed price from the CMAR will be provided much closer to major construction beginning on the project and after the project has been designed to at least 80%.
- The Authority's new plan results in a 10 to12-month overall delay in project delivery, which has the potential for increased costs; but the Authority believes it is the best approach to put available dollars to their best use and prioritize efficient construction by reducing project risk and completing project delivery as quickly as possible.
- The Authority has consistently reported to SBCTA that they would very likely need additional funding. The ICE confirmed the amount of additional funding expected by the Authority and communicated to SBCTA throughout the design-build procurement process.
- The design contractor and CMAR will provide separate costs for SB County.
- Construction Authority has consistently completed projects on time and on budget.

Attachment: Attachment D_ May 12 Presentation (INCLUDE) (11719 : Gold Line to Montclair Project Update)

Communication/Reporting Obligations: Funding Partners versus System Operator Partners

Communication/Reporting Obligations with Funding Partners

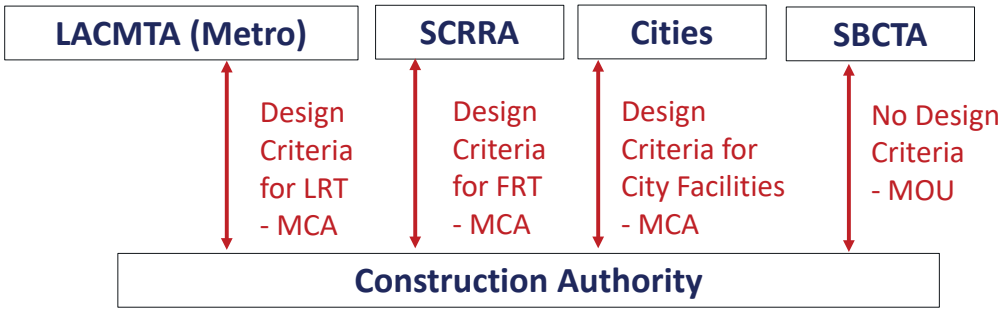


Funding Partners receive communications and reporting regarding the Project, but have no role in planning, design, construction, or implementation. The Authority's reporting and communication obligations:

- Monthly invoices for reimbursement with detailed back-up
- Review copy of monthly Project Status Report which includes percentage project complete, existing and new change orders, and photos and documentation showing project progress, etc.
- Review copy of annual audit reports
- Note: Project costs are specific for each county and include a contingency for each county

Attachment: Attachment D_ May 12 Presentation (INCLUDE) (11719 : Gold Line to Montclair Project Update)

Obligations with System Operator Partners and SBCTA



Authority has different obligations under MCAs with system operator partners because they have design criteria that must be followed. The Authority's obligations (in general):

- Operator partners have a limited role in design review, inspection, and certain other activities to make sure their respective project components conform to their design criteria (Metro = light rail system; SCRRA = commuter rail system; Cities = City Facilities)
  - Design review is "review and comment," not approval, except in limited situations
- The Authority has reporting and communications obligations that consist of:
  - Monthly Project Status Reports which include percentage project complete, existing and new change orders, and photos and documentation showing project progress, etc.
  - Meetings to discuss/resolve issues related to design and construction

While SBCTA does not have a design criteria that must be followed for the project, the Authority is agreeing to provide certain review and reporting obligations to SBCTA as with operator partners

Foothill Gold Line

Near-Term Funding Needs from SBCTA

- At the SBCTA board meeting this month, the board approved a motion to return to June Transit Committee to consider reallocating Pomona to Montclair project funds of $37,199,643 to other SBCTA projects and discontinue funding reserve for future project operations.
- The Project needs SBCTA's non-TIRCP funding to retain the overall project schedule and to pay for design work in San Bernardino County.
- Construction Authority is working on an estimate for design contract work and will provide to SBCTA once received.
- RFP for design to be issued next month (award expected in October).
- What's remaining of $80M for design and construction?
  - SBCTA agenda item states $76.2M, the SBCTA board action shows $77,199,643
  - Construction Authority records show $1,663,337.92 was spent on Advanced Conceptual Engineering and Environmental Work in 2016-2018.
  - Is SBCTA including the $1,266.828.00 spent in 2005 – 2007 on FEIS work?
  - Is SBCTA billing against project funds needed for design and construction?

Attachment: Attachment D_ May 12 Presentation (INCLUDE) (11719 : Gold Line to Montclair Project Update)

MOU between Authority and SBCTA

- The Construction Authority commits to continue ongoing partnering efforts, as well as provide additional opportunities with SBCTA, even beyond its role as a Funding Partner:
  - SBCTA has held a position on the Construction Authority board, the project's Joint Powers Authority board and Technical Advisory Committee for many years. That will continue.
  - SBCTA will continue to be invited to join quarterly project meetings with the city of Montclair. SBCTA staff asked to be removed but have been added back on and will be included in future quarterly meetings with city.
  - The Authority will include SBCTA in the upcoming procurements by having a representative on an evaluation committee for each procurement.
  - The Authority will continue to share official updates to cost estimates during the CMAR process (expected at 60% and 85%). The independent cost estimate for the cancelled design-build procurement has already been shared.
- The Authority will provide draft MOU for communication and reporting.
- Note: the Authority is not involved with operations and therefore SBCTA will need to work with Metro on all operations-related issues.

Foothill Gold Line

Next Steps

Attachment: Attachment D_ May 12 Presentation (INCLUDE) (11719 : Gold Line to Montclair Project Update)

Next Steps

- Construction Authority issues RFP for design next month and CMAR in September (Assuming SBCTA keeps funds allocated, this will include design in SB County)
- Construction Authority will work with SBCTA to identify staff to participate on an evaluation committee for each procurement
- SBCTA agrees to commit non-TIRCP funding for design work in SB County and enters into reimbursement agreement with Metro
- Construction Authority and SBCTA enter into MOU for communication and reporting obligations
- SBCTA board continues to participate at Construction Authority board and project JPA meetings
- SBCTA staff continues to participate at project TAC and quarterly project meetings with Montclair

Foothill Gold Line



Final Questions?

Attachment: Attachment D_ May 12 Presentation (INCLUDE) (11719 : Gold Line to Montclair Project Update)

Stay Connected:

foothillgoldline.org

iwillride.org

/iwillride

@iwillride

Attachment: Attachment D_ May 12 Presentation (INCLUDE) (11719 : Gold Line to Montclair Project Update)

Minute Action

AGENDA ITEM:

Date: June 11, 2025

Subject:
Metro Gold Line Foothill Extension Construction Authority Board

Recommendation:
That the Legislative Policy Committee recommend the Board, acting as the San Bernardino County Transportation Authority (SBCTA):

Authorize SBCTA to pursue legislation to add two voting members to the Metro Gold Line Foothill Extension Construction Authority Board of Directors, one to be appointed by the City of Montclair and one to be appointed by SBCTA.

Background:
In 1998, Senate Bill 1847 (Schiff), (Attachment A), was signed into law, and the Pasadena Metro Blue Line Construction Authority was created to construct the Metro Blue Line light rail from Union Station to Sierra Madre Blvd. in the City of Pasadena, which may be extended to the City of Claremont. The legislation required that the construction authority be governed by a board of five voting members appointed by the City of Los Angeles, City of Pasadena, City of South Pasadena, San Gabriel Valley Council of Governments, Los Angeles County Metropolitan Transportation Authority (LACMTA), and a single nonvoting member appointed by the Governor.

In 2011, Assembly Bill 706 (Torres), (Attachment B), was signed into law, redefining the Pasadena Blue Line Authority as the Metro Gold Line Foothill Extension Construction Authority. The bill added two additional nonvoting members to the existing governing board of six to be appointed by the Cities of Pasadena and South Pasadena.

In 2012, Assembly Bill 1600 (Torres), (Attachment C), was signed into law. It provided that the Metro Gold Line Foothill Extension project would extend beyond the City of Claremont to the City of Montclair. Additionally, the bill added one nonvoting member to be appointed by the San Bernardino County Transportation Authority (SBCTA) (then San Bernardino Associated Governments or SANBAG).

As SBCTA, LACMTA, and Metro Gold Line Foothill Construction Authority continue working through maintenance and operations agreements, along with funding and right-of-way considerations of the service moving into San Bernardino County, staff is recommending SBCTA seek legislation to expand the Metro Gold Line Foothill Extension Construction Authority's governing board by two voting members, one to be appointed by the City of Montclair and one to be appointed by SBCTA. This legislative action would be consistent with the current governing board, as the service was constructed through Los Angeles County. Now that the service is preparing to expand construction across the county line into San Bernardino, it is imperative that these jurisdictions have a voting voice in decisions that affect the City of Montclair and SBCTA.

Financial Impact:
This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026.

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

Attachment: Attachment E_Legislative Policy Committee Staff Report - June 11, 2025 (11719 : Gold Line to Montclair Project Update)

committee. SBCTA General Counsel has reviewed this item.

Responsible Staff:
Otis Greer, Director of Legislative and Public Affairs

Attachment: Attachment E_Legislative Policy Committee Staff Report - June 11, 2025 (11719 : Gold Line to Montclair Project Update)

Approved
Legislative Policy Committee
Date: June 11, 2025

Witnessed By:

Attachment F

Public Comments and Letters

Attachment: Attachment F - Public Comments and Letters (Include) (11719 : Gold Line to Montclair Project Update)

From: [redacted]
To: clerkoftheboard
Subject: Comment Transit Committee meeting Items 8, and 10 June 12, 2025
Date: Sunday, June 8, 2025 9:31:00 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear SBCTA Transit Committee Members,

I am disappointed by the committee's duplicative efforts connecting Ontario Airport and the Metrolink station in Rancho Cucamonga. The connection between those two stations is best served by continued improvements to the West Valley Connector currently under construction. Increasing the mileage of dedicated lanes, addition of overhead electrification, signal priority, or other incremental improvements to increase the average speed of the Bus Rapid Transit, shorten the travel times, while increasing frequency and reliability of the West Valley Connector. Please continue to support and invest in the project in item 8 and the existing SBX BRT in San Bernardino.

Proposals like item 10 are a distraction and a waste of public funds. The autonomous vehicles in the proposal are an initiative that was started based on the bad faith proposal by a vendor that has since pulled out. I fear that the committee is confusing novelty with value. Please do not undermine important projects like the West Valley Connector by purchasing another transit mode that is not interoperable with the county's existing transit infrastructure. Only after there is a plan for the full route of the West Valley Connector to have dedicated lanes with signal priority should the committee consider a higher capacity mode to connect Rancho Cucamonga and the Ontario Airport. I hope that day comes soon, and when it does I hope that the committee will propose a solution that is interoperable with other systems in the county (e.g. Metrolink, Arrow trains, or even LA METRO light rail) rather than a boutique vehicle that is restricted to operate on a nonstandard track with unique controls. Interoperability creates opportunities for competitive bids from vendors when equipment is expanded or replaced that will save the county money whenever such a project is built and into the future.

Thank you for your service,

--
Martín Hoecker-Martínez
[redacted]

Attachment: Attachment F - Public Comments and Letters (Include) (11719 : Gold Line to Montclair Project Update)

From: Kevin R. Dedicatoria
To: clerkoftheboard
Subject: Public Comment for SBCTA Transit Committee Agenda Item 12
Date: Wednesday, June 11, 2025 2:47:18 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To the SBCTA Clerk of the Board,

I am sending my public comment for the Transit Committee meeting tomorrow. I am writing opposition to Recommendation B for Agenda Item 12: Gold Line to Montclair. Could you confirm when my comment is received by the Transit Committee Chair and Members please? Thank you.

Sincerely,
Kevin Dedicatoria

Dear SBCTA Transit Committee Chair Dutrey & Members,

I advocate the committee oppose recommendation B under Agenda Item 12: Gold Line to Montclair Project Update. The reallocation of $37,199,643 million & discontinuation of fund reserves will undermine the project and Transit Vision under the Long Range Multimodal Transportation Plan (LRMTP).

The Metro A Line to Montclair is essential to Metrolink ridership and San Bernardino County. According to Metrolink's Strategic Business Plan, future ridership growth depends last mile connections. The Metro A Line (or Foothill Gold Line 2B in the document) was specifically cited as a last mile connection.

Montclair Transcenter has a better layout & infrastructure for transfers between Metrolink and local transit than Pomona North and Claremont. The Foothill Gold Line Construction Authority plans include improvements to Montclair Transcenter that would likely not happen.

I am incensed by Mr. Lopez's analysis on the Metro Gold (A) Line to Montclair. The Metrolink San Bernardino Line stands to benefit from the Montclair extension. The Metrolink San Bernardino Line would gain 2,000 daily riders. In comparison, Claremont and Montclair averaged 454 Metrolink boardings/day between November 2024 - April 2025. Montclair averaged 249 boardings/day during the period.

This project should stay a priority for San Bernardino County. I share the frustrations from the delays & added costs to the Gold (A) Line to Montclair. However, recommendation B will be a long-term disservice for the San Bernardino County Transportation Authority & the LRMTP.

Sincerely,

Kevin Dedicatoria

Attachment: Attachment F - Public Comments and Letters (Include) (11719 : Gold Line to Montclair Project Update)

Minute Action

AGENDA ITEM: 41

Date: July 2, 2025

Subject:
San Bernardino Council of Governments Programs and Projects Update

Recommendation:
Receive a report and update on the programs and projects under the San Bernardino Council of Governments functions.

Background:
In 2024, the Board of Directors and all member agencies approved Amendment No. 4 to the San Bernardino Council of Governments Joint Powers Authority. This item is an oral report to the Board on the status of SBCOG and the 5-Year Work Plan. Attached is the PowerPoint that will be presented as part of this item.

Financial Impact:
This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026.

Reviewed By:
This item has not received prior policy committee or technical advisory committee review. It is brought directly to the Board of Directors due to the nature of the content being of universal interest to all member agencies.

Responsible Staff:
Monique Reza-Arellano, Chief of COG and Equity Programs

Approved
Board of Directors
Date: July 2, 2025

Witnessed By:

Entity: COG, San Bernardino Council of Governments



SBCOG Status Update

Monique Arellano
Chief of the Council of Governments

Attachment: SBCOG Update to the Board July 2025 (11711 : SBCOG Programs and Projects Update)

COMPONENTS FOR MEETING BOARD GOALS

SAN BERNARDINO COUNCIL OF GOVERNMENTS

Budget

- Increase in FY 2024/2025

Work Plan

- Key Functions
- 5-Year Projects & Programs

Attachment: SBCOG Update to the Board July 2025 (11711 : SBCOG Programs and Projects Update)

FUNCTIONS OF SBCOG



Strategic Planning

Regional Outreach

Grant Writing

Project Development

City/County Conference Planners

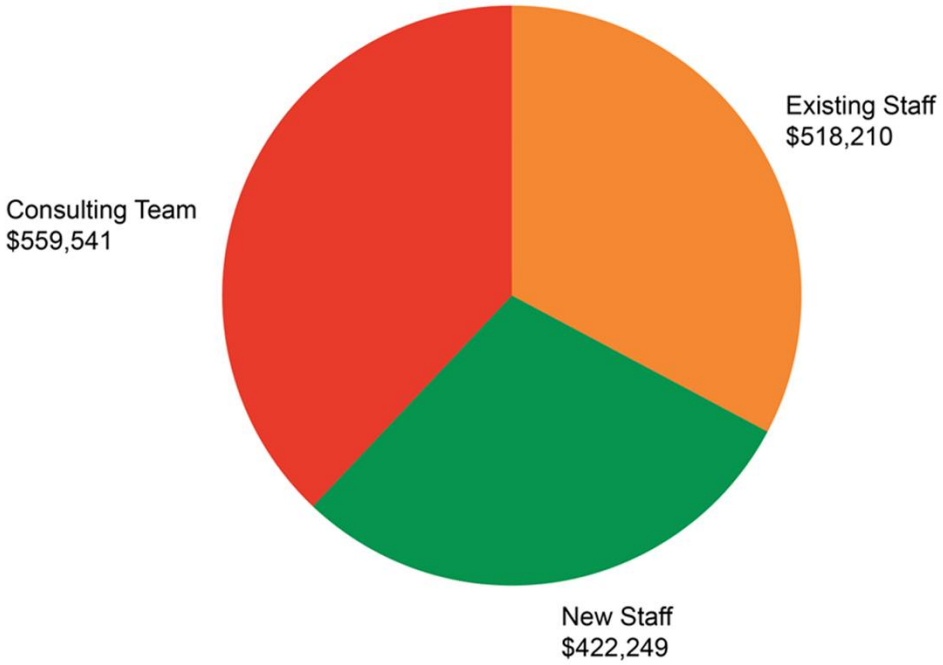
Liaison to outside stakeholders and organizations, and agencies.

Attachment: SBCOG Update to the Board July 2025 (11711 : SBCOG Programs and Projects Update)

BUDGET ALLOCATIONS

SAN BERNARDINO COUNCIL OF GOVERNMENTS

SBCOG Baseline Budget/Costs
$1.5 million



Baseline Budget

- Increase to $1.5 million over 2 years
- Full increase begins FY 2025/2026

Staff

- Increased staff from 1.3 to 3

Resources

- Consultant contracts currently out for bid

Attachment: SBCOG Update to the Board July 2025 (11711 : SBCOG Programs and Projects Update)

STAFF UPDATE

SAN BERNARDINO COUNCIL OF GOVERNMENTS

Staff Increases

- COG Manager (September 2024)
- Grant Administrator (1/2 staff) (September 2024)
- Analyst II (1/2 staff) (February 2025)

Attachment: SBCOG Update to the Board July 2025 (11711 : SBCOG Programs and Projects Update)

SAN BERNARDINO COUNCIL OF GOVERNMENTS

Work Plan Projects & Finalizing the 5-Year Plan





DUDEK cog

SAN BERNARDINO COUNCIL OF GOVERNMENTS

Project Options Developed

- Previous Ad Hoc discussions
- Research on sister agency programs (WRCOG, CVAG, SGVCOG)
- SBCOG Objectives
- CCMTAC subregional meeting discussions

Prioritization of Projects and Programs

- CCMTAC and Board Ad Hoc

Attachment: SBCOG Update to the Board July 2025 (11711 : SBCOG Programs and Projects Update)

PRIORITIZED PROJECTS AND PROGRAMS

SAN BERNARDINO COUNCIL OF GOVERNMENTS

Homelessness Strategic Plan	Street Vendor Toolkit/Standards/ Compliance and Enforcement Strategies	Small Business Vendor Fairs	Small Business Hub
Regional Small Business Certification	Speaker Series	Smart County Master Plan Implementation • Cad-to Cad • Smart Intersections and Corridors	IREN
Housing Trust	REAP 2.0 Programs • VMT Mitigation Bank • Complete Streets Program • SRP – Implementing compliant Housing Elements • Housing Trust Implementation	Outreach and Regional Advocacy	Grant Writing

Attachment: SBCOG Update to the Board July 2025 (11711 : SBCOG Programs and Projects Update)

IREN

SAN BERNARDINO COUNCIL OF GOVERNMENTS

- Partner with San Bernardino Workforce Development
- Energy Fellows matching with agencies seeking capacity building
- Monthly Building and Energy code trainings
- IREN to sponsor agency “State Of” events

GRANT ADMINISTRATION

SAN BERNARDINO COUNCIL OF GOVERNMENTS

Grant Request	Fund Request	Fund Source	Status
Baker Bridge and Zero-Emission Truck Infrastructure Project	$28.9 Million	State: TCEP	Awarded
Advanced Signal and Transit Technology for SB Valley (Caltrans Planning Grant)	$270,000	State: STP	Pending Award
360 for SB 960 (Caltrans Planning Grant)	$700,000	State: STP	Pending Award
Highland/Redlands Regional Connector Project	$2 Million	Federal: Congressional Earmark (Aguilar)	To be included in Fed. Reauth. Bill
Highland/Redlands Regional Connector Project	$3 Million	SCAQMD: MSRC	Application in Progress

REAP

SAN BERNARDINO COUNCIL OF GOVERNMENTS



•All MOUs Executed

HIPP – Support Implementation of the Surplus Lands Act





SRP – Technical assistance for members implementing housing elements.

NOFA – Housing Trust





Other REAP Programs under SBCTA (VMT Mitigation Bank, Complete Streets)

Attachment: SBCOG Update to the Board July 2025 (11711 : SBCOG Programs and Projects Update)

5 YEAR WORK PLAN PROJECTS
STATUS OF IMMEDIATE PRIORITY PROJECTS

SAN BERNARDINO COUNCIL OF GOVERNMENTS

- Homeless Strategic Plan
- Smart County Master Plan
- Street Vendor Toolkits
- Small Business Initiatives
- Engagement Framework
- Smart Corridors

Attachment: SBCOG Update to the Board July 2025 (11711 : SBCOG Programs and Projects Update)

SAN BERNARDINO COUNCIL OF GOVERNMENTS



Monique Arellano

Chief of the Council of Governments

ADDITIONAL INFORMATION

Communication: Attendance (Additional Information)

BOARD OF DIRECTORS ATTENDANCE RECORD – 2025

Name	Jan	Feb	March	April	May	June	July	Aug DARK	Sept	Oct	Nov	Dec
Paul Cook Board of Supervisors	X	X	X	X								
Jesse Armendarez Board of Supervisors				X	X	X						
Dawn Rowe Board of Supervisors		X		X	X	X						
Curt Hagman Board of Supervisors	X	X	X		X							
Joe Baca, Jr. Board of Supervisors	X	X	X	X	X	X						
Daniel Ramos City of Adelanto		X	X	X		X						
Art Bishop Town of Apple Valley	X	X	X	X	X	X						
Tim Silva City of Barstow	X	X	X	X	X	X						
Rick Herrick City of Big Bear Lake	X	X	*	X	X	X						
Eunice Ulloa City of Chino	X	X	X	X	X	X						
Ray Marquez City of Chino Hills	X	X	X	X	X	X						
Frank Navarro City of Colton	X	X	X	X	X	X						
Acquanetta Warren City of Fontana	X	X	X	X	X	X						
Bill Hussey City of Grand Terrace	X	X	*	X	X	X						
Josh Pullen City of Hesperia		X	X	X	X	X						
Larry McCallon City of Highland	X	X	X		X	X						

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

Communication: Attendance (Additional Information)

BOARD OF DIRECTORS ATTENDANCE RECORD – 2025

Name	Jan	Feb	March	April	May	June	July	Aug DARK	Sept	Oct	Nov	Dec
Ron Dailey City of Loma Linda	X	X	X	X	X	X						
John Dutrey City of Montclair	X	X	X	X	X	X						
Janet Jernigan City of Needles	X	X	X	X	X	X						
Alan Wapner City of Ontario		X	X	X	X	X						
L. Dennis Michael City of Rancho Cucamonga	*	X	X	X	X	X						
Paul Barich City of Redlands	*											
Mario Saucedo City of Redlands		X	*	X	X	*						
Joe Baca City of Rialto	*	X	X	X	X	X						
Helen Tran City of San Bernardino	X	X	X	*	X	X						
Daniel L. Mintz City of Twentynine Palms		X	X	X	X	X						
Rudy Zuniga City of Upland	X	X	*	X	*							
Debra Jones City of Victorville	X	X	X	X	X	X						
Judy Woolsey City of Yucaipa	X	X	X	X	X	X						
Rick Denison Town of Yucca Valley	X	X	X	X	X	X						
Catalino Pining Ex-Official Member	X		X	Joe Solis	Haissam Yahya	X						

Communication: Attendance (Additional Information)

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

Acronym List

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

Communication: Acronym List (Additional Information)

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 21st 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

Communication: Acronym List (Additional Information)

Clean Transportation
Funding from the MSRC
Mobile Source Air Pollution Reduction Review Committee

REPORT: Mobile Source Air Pollution Reduction Review Committee

FROM: Larry McCallon, SBCTA Representative to the MSRC

SYNOPSIS: The Mobile Source Air Pollution Reduction Review Committee held a hybrid meeting on Thursday, May 15, 2025. The following is a summary of the meeting.

MSRC Chair and Vice Chair Elected

Annually, the MSRC elects its Chair and Vice Chair. Mayor Pro Tem Larry McCallon of the City of Highland was re-elected as MSRC Chair for a one-year term. Mayor Pro Tem McCallon represents the San Bernardino County Transportation Authority on the MSRC.

Mayor Brian Berkson of the City of Jurupa was re-elected as MSRC Vice Chair for a one-year term. Mayor Berkson represents the Riverside County Transportation Commission on the MSRC.

Contract Modification Requests

The MSRC considered six contract modification requests and took the following actions:

1. Anaheim Transportation Network, Agreement #MS24006 to procure proposed vehicles for Old Towne Orange Microtransit Service, approval of fifteen-month term extension;
2. SCAG, Contract #MS21005 to implement Last Mile Freight Program, approval of modified statement of work and payment schedule to recognize truck lease expenditures as co-funding, approve reimbursement of infrastructure expense and change project participant name;
3. Ryder Integrated Logistics, Inc., Agreement #MS21016 to procure 2 integrated power centers and 4 Mega Chargers, denial of 28-month term extension;
4. City of Carson, Contract #ML18057 to purchase 5 light-duty zero emission vehicles and install charging infrastructure, reduce contract value by $18,562.50;
5. City of Pico Rivera, Contract #ML18067 to install charging infrastructure, approval of one-month term extension; and
6. City of Fontana, Contract #ML16047 to enhance existing Class I bikeway, approval of six-month term extension.

Communication: Mobile Source Air Pollution Reduction Review Committee Reports (Agency Reports)

Proposed Amendments to MSRC "Operational Policies and Procedures"
The MSRC considered proposed modifications to their "Operational Policies and Procedures" to clarify voting procedures and to specify a process for designating an interim Chair when the Chair and Vice Chair are both absent. The proposed modifications also added language to outline recusal procedures. The MSRC approved the proposed modifications.

FYs 2024-27 Advanced Technology Demonstration and Pilot Projects
On October 26, 2023, South Coast AQMD submitted a proposal for the Strategic Pathways for Extended Electric Drayage (SPEED) project in response to a joint CARB and CEC solicitation for CARB's FY 2021-22 and FY 2022-23 Advanced Technology Demonstration and Pilot Project program. South Coast AQMD, in partnership with Volvo, is leading a collaborative effort to expand battery electric truck deployment in South Coast AQMD's jurisdiction and beyond. This new initiative will further advance battery electric truck technologies by developing and demonstrating a high-power (750 kW) charging-capable truck for regional transportation between Southern California and the Central Valley. This project also aims to meet the workforce needs for increasing adoption of battery electric trucks, supporting infrastructure, and the upcoming rollout of high-power truck charging technologies. The project aligns with the goal of Advanced Technology Demonstration and Pilot Project to strategically accelerate the advancement of innovative and economically viable technologies into the commercial marketplace.

On February 6, 2025, CEC released a Notice of Proposed Awards in which South Coast AQMD was awarded $22,000,000 in CARB funds and $19,295,211 in CEC funds for the SPEED Project. South Coast AQMD and its project partners plan to deploy a total of 100 Class 8 Volvo battery electric trucks with approximately 10 truck fleets in South Coast AQMD and San Diego County Air Pollution Control District (SDCAPCD) areas. Each truck deployed within South Coast AQMD area will receive funding up to $242,222 and each truck deployed within SDCAPCD area will receive funding up to $220,000. An estimated 79 Combined Charging System ports, each receiving funding up to $80,000, will be deployed at the participating fleets' depots. The MSRC considered this partnership opportunity and approved an allocation of up to $2,000,000 to augment the partners' contributions as an element of the FYs 2024-27 Work Program. The MSRC's funding would be designated towards the truck incentives within South Coast AQMD.

Contracts Administrator's Report
The MSRC AB 2766 Contracts Administrator's report provides a written status report on all open contracts from FY 2011-12 to the present.

Communication: Mobile Source Air Pollution Reduction Review Committee Reports (Agency Reports)

REPORT: Mobile Source Air Pollution Reduction Review Committee

FROM: Larry McCallon, SBCTA Representative to the MSRC

SYNOPSIS: The Mobile Source Air Pollution Reduction Review Committee held a hybrid meeting on Thursday, June 12, 2025. The following is a summary of the meeting.

MSRC Chair and Vice Chair Elected

Annually, the MSRC elects its Chair and Vice Chair. Mayor Pro Tem Larry McCallon of the City of Highland was re-elected as MSRC Chair for a one-year term. Mayor Pro Tem McCallon represents the San Bernardino County Transportation Authority on the MSRC.

Mayor Brian Berkson of the City of Jurupa was re-elected as MSRC Vice Chair for a one-year term. Mayor Berkson represents the Riverside County Transportation Commission on the MSRC.

Contract Modification Requests

The MSRC considered six contract modification requests and took the following actions:

1. Anaheim Transportation Network, Agreement #MS24006 to procure proposed vehicles for Old Towne Orange Microtransit Service, approval of fifteen-month term extension;
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Communication: Mobile Source Air Pollution Reduction Review Committee Reports (Agency Reports)

FYs 2024-27 Advanced Technology Demonstration and Pilot Projects

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Contracts Administrator's Report

The MSRC AB 2766 Contracts Administrator's report provides a written status report on all open contracts from FY 2011-12 to the present.

Communication: Mobile Source Air Pollution Reduction Review Committee Reports (Agency Reports)

COMMITTEE MEMBERSHIP

Communication: Representatives on SCAG Committees (Committee Membership)

San Bernardino County Transportation Authority (SBCTA)
Representatives on SCAG Committees

APPOINTING/ELECTING AUTHORITY	REGIONAL COUNCIL (12:15 p.m.)	POLICY COMMITTEES (Regional Council Members Serve on One Each) (Subregional Appointments) (County Commissions Appoint One to TC) (10:00 a.m.)		
		Community, Economic, and Human Development	Energy and Environment	Transportation
District 6 (Grand Terrace, Colton, Loma Linda, Redlands, Yucaipa)	F. Navarro			F. Navarro
District 7 (San Bernardino, Highland)	H. Tran	H. Tran		
District 8 (Rialto, Fontana)	A. Warren	A. Warren		
District 9 (Rancho Cucamonga, Upland, Montclair)	J. Dutrey			J. Dutrey
District 10 (Chino, Chino Hills, Ontario)	R. Marquez			R. Marquez
District 11 (Barstow, Big Bear, Needles, Twentynine Palms, Yucca Valley)	R. Denison		R. Denison	
District 65 (Adelanto, Apple Valley, Hesperia, Victorville)	D. Ramos		D. Ramos	
San Bernardino County	C. Hagman			C. Hagman
† San Bernardino County Transportation Authority Appointee	A. Wapner			A. Wapner
†† Community of Concern Appointee				G. Reyes
SBCTA Subregional Appointees* *One appointee to each policy committee for a total of three appointees per subregion, plus one additional appointee for every SCAG District over three in the subregion. SBCTA has a total of seven subregional appointees to the policy committees. Terms of appointment expire December 31 of odd-numbered years.		Bill Hussey Judy Woolsey Joe Baca	Carmen Hernandez Art Bishop Brian Johsz	L. Dennis Michael

Rules of Appointment

1) SBCTA policy stipulates that all SBCTA appointees be SBCTA Board Members. 2) SCAG President appoints Regional Council members to Standing and Policy Committees.

Terms of Appointment

Terms of appointment are two years, commencing on adjournment of the annual General Assembly in May of each year. Even-numbered District representatives' terms expire in even-numbered years; odd-numbered District representatives expire in odd-numbered years. † SBCTA Regional Council Representative serves a two-year term from the date of appointment. †† Community of Concern appointee, appointed by the County Regional Council representative for a two-year term.

Stipend Summary

SCAG Regional Council members receive a $150 stipend for attendance and travel to SCAG sponsored meetings. Regional Council members may also receive reimbursement for public transit expenses or a mileage reimbursement. Parking is validated at SCAG's downtown Los Angeles office for RC members. RC members are eligible to receive up to six (6) per diem stipends per month. Both RC members and Subregional Appointees, if eligible, may receive reimbursement ($150 + taxes) for lodging (please review SCAG rules before making expenditure). Subregional Appointees shall receive a $150 stipend for up to four Policy or Task Force meetings per month.

Meeting Information

The regular meetings of SCAG Regional Council and Policy Committees are on the 1st Thursday of each month at the SCAG offices located at 900 Wilshire Blvd., Ste. 700, Los Angeles. Generally, the Policy Committee meetings start at 10 AM and Regional Council meetings start at 12:15 PM.

Policy Committees

Community, Economic, and Human Development: Provides policy recommendations to the Regional Council on subjects of housing, land use, resource, economic, community development, infrastructure, employment, and regional disaster preparedness issues. Reviews and recommends to the Planning Committee revisions to the Housing, Economy, Growth Management, Human Resources, and Finance Chapters of the Regional Comprehensive Plan and Guide.

Energy and Environment: Acts as the policy advisory committee to the Regional Council on environmental issues, including air and water, hazardous, solid waste management, natural resources conservation, and energy conservation Reviews the Environmental Impact Report of the Regional Comprehensive Plan and Guide. Provides recommendations to the Planning Committee on state and federal legislative proposals and administrative guidelines affecting environmental quality, resource conservation.

Transportation: Acts as the policy advisory committee to the Regional Council on all regional matters pertaining to the movement of goods and people on land, water, and air. Reviews and recommends to the Regional Council all major utility development plans. Addresses the location, size, or capacity, timing, and impact of facilities.

Communication: Representatives on SCAG Committees (Committee Membership)

SBCTA/SBCOG Appointments to External Agencies

The San Bernardino County Transportation Authority (SBCTA) and San Bernardino Council of Governments (SBCOG) work closely with not only the County and cities within the County of San Bernardino, but with a number of regional governments that relate to the multiple counties within the Southern California region. Members of the SBCTA Board of Directors frequently take active roles in representing the interests of San Bernardino County on these regional bodies. This participation provides assurance that the unique needs and characteristics of San Bernardino County are taken into consideration as policies are developed which impact this County and its individual local government units. Active participation in regional organizations further promotes the interests of San Bernardino County and secures its appropriate role in the Southern California region.

The following table lists some of the regional bodies upon which SBCTA and SBCOG representatives serve.

Committee	Appointee	Appointing Authority	Purpose	Term
California Association of Councils of Governments	Alan Wapner, Ontario	President	CALCOG facilitates communication and information sharing among its members. Most members of CALCOG are Councils of Governments (COGs), while some are transportation commissions and others are the large Metropolitan Planning Organizations like SCAG and SANDAG. CALCOG is governed by a Board of Directors comprised of a representative from each member's Board of Directors. On April 5, 2023 the SBCOG Board approved one additional SBCOG stipend per month for any day attending to the business of SBCOG, not to exceed $200 in any month.	12/31/26
Gold Line Phase II Joint Powers Authority	John Dutrey, Montclair, Primary Ray Marquez, Chino Hills, Alternate	Board of Directors	The Gold Line Phase II Construction Authority is a Joint Powers Authority (JPA) formed by 14 cities along the corridor and SBCTA. The JPA serves as a forum for the review, consideration, study, development and recommendation of policies and plans for the extension of the Gold Line from Pasadena to Montclair. Members receive $150 payment from Gold Line Authority for participation.	12/31/25 12/31/26
Inland Regional Energy Network (I-REN) Program Executive Committee	Curt Hagman, County Supervisor Art Bishop, Apple Valley Bill Hussey, Grand Terrace	President	The I-REN Executive Committee consists of three representative votes from SANBAG, WRCOG, and CVAG. The committee will meet quarterly and make executive decisions regarding the overall program. On April 5, 2023 the SBCOG Board approved one additional SBCOG stipend per month for any day attending to the business of SBCOG, not to exceed $200 in any month.	12/31/26 12/31/26 12/31/25
Metro Gold Line Foothill Extension Construction Authority	John Dutrey, Montclair, Primary Ray Marquez, Chino Hills, Alternate	President	The Authority is responsible for the development of a light rail project from the City of Los Angeles into San Bernardino County. The Authority board meets on the second and/or fourth Thursday of the month at 11:00 a.m. at the Authority's office in Monrovia. Members receive $150 for each day spent on Authority business, not to exceed $600 per month.	12/31/26 12/31/26
Mobile Source Air Pollution Reduction Review Committee	Larry McCallon, Highland, Primary John Dutrey, Montclair, Alternate	Board of Directors	Develops and implements work programs which reduce mobile source emissions, funded by AB2766 (portion of the $4 motor vehicle registration fee). County Commissions, SCAQMD, and ARB have one appointment with alternates. In April 2005, SBCTA authorized a stipend of $100 per day. The MSRC meets on the third Thursday of the month at 2:00 p.m. at South Coast Air Quality Management District in Diamond Bar.	12/31/26 12/31/26

SBCTA/SBCOG Appointments to External Agencies

Committee	Appointee	Appointing Authority	Purpose	Term
Mobile Source Air Pollution Reduction Review Committee (MSRC) Technical Advisory Committee (TAC)	Jarrod Manuel, Chino Hills	President	SBCTA is the appointing authority for a City employee from one of the 16 eligible cities, to serve as "*a representative of the cities from each county within the south coast district*." On March 5, 2025 the Board delegated the process to occur at CCMTAC and appointing authority to the Board President. The term of this appointment is two-years. The duties of the MSRC-TAC are to assist the MSRC in the development of the work program, pursuant to section 44244(b), to present recommendations for approval to the MSRC, and to perform those additional duties as may be required by the MSRC.	03/31/27
One Water One Watershed (OWOW) Steering Committee of the Santa Ana Watershed Project Authority	Judy Woolsey, Primary Helen Tran, Alternate	Board of Directors	Responsible for developing the integrated Regional Water Management Plan for the Santa Ana River. The term of the appointment is for four years for a city representative from San Bernardino County. Officers leaving elected office after appointment are still eligible to serve. The OWOW meets on the 4th Thursday of every quarter at 11:00 a.m. at the Santa Ana Watershed Project Authority (SAWPA). On April 5, 2023 the SBCOG Board approved one additional SBCOG stipend per month for any day attending to the business of SBCOG, not to exceed $200 in any month.	06/30/29
SCAG Policy Committees	See associated table.	The Board has authorized the President to make appointments to SCAG Policy Committees.	SBCTA also has authority to appoint up to seven appointees to the three SCAG Policy Committees: i.e., Community Economic and Human Development, Energy and Environment, and Transportation. SCAG pays appointees to policy committees a stipend of $120 per meeting.	See associated table – Representatives on SCAG Committees
Southern California Regional Rail Authority	Alan Wapner, Ontario, Primary Larry McCallon, Highland, Primary Ray Marquez, Chino Hills, Alternate John Dutrey, Montclair, Alternate	Board of Directors (Recommendation made by the Transit Committee)	SCRRA serves as the governing body for Metrolink, the regional commuter rail system serving the five Southern California Counties. On December 12, 2024 the Transit Committee approved four-year terms going forward. Members receive payment of $100 per day from SCRRA for participation.	12/31/25 12/31/26 12/31/26 12/31/25
SR 91 Advisory Committee	Ray Marquez, Chino Hills, Ex-Officio Member	Board of Directors	The Committee reviews issues and makes recommendations to OCTA regarding the transportation facilities acquired, including tolls imposed, operations, maintenance, use of toll revenues, and improvements in the area of SR 91 between I-15 and SR 55, including the identification and siting of alternate highways. SBCTA has not authorized payment of stipend for participation.	12/31/26
The Sam and Alfreda L. Maloof Foundation for Arts and Crafts	L. Dennis Michael, Rancho Cucamonga	Board of Directors	A non-profit corporation that participates in the preparation of the Conservation Plan and oversees the activities and assets of the Foundation. A payment of stipend for participation has not been authorized.	12/31/26

San Bernardino County Transportation Authority (SBCTA) Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
General Policy Committee Membership consists of the following: SBCTA President, Vice President, and Immediate Past President 4 East Valley (3 City, 1 County)* 4 West Valley (3 City, 1 County) 4 Mt/Desert (3 City, 1 County) City members shall be SBCTA Board Members elected by caucus of city SBCTA Board Members within the subarea. Policy Committee and Board Study Session Chairs are members of this policy committee. All City members serving as Board officers, Committee chairs, or Board Study Session Chair, are counted toward their subareas City membership. Supervisors collectively select their representatives. The SBCTA Vice President shall serve as Chair of the General Policy Committee.	Makes recommendations to Board of Directors and: (1) Provides general policy oversight which spans the multiple program responsibilities of the organization and maintains the comprehensive organization integrity; (2) Provides policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization; (3) Serves as policy review committee for any program area that lacks active policy committee oversight. The General Policy Committee is authorized to approve Contracts in excess of $100,000, Contract Task Orders in excess of $500,000, and amendments exceeding the Executive Director's authority in the event of significant time constraints, extenuating circumstances, or emergencies when approval is required, with notification to the Board. Notification shall be made at the next regularly scheduled meeting of the Board following such approval. (Brown Act)	<u>West Valley</u> Ray Marquez, Chino Hills (Vice Chair/President) John Dutrey, Montclair (TC Chair) Alan Wapner, Ontario Jesse Armendarez, Supervisor <u>East Valley</u> Frank Navarro, Colton Larry McCallon, Highland Helen Tran, San Bernardino (MVSS Chair) Joe Baca, Jr., Supervisor <u>Mountain/Desert</u> Art Bishop, Apple Valley Debra Jones, Victorville Rick Denison, Yucca Valley (Chair/Vice President) Dawn Rowe, Supervisor (Past President) Should the chairs of each Committee and the Officers all be from the East Valley, West Valley or Mountain/Desert, additional members may be added to maintain geographical balance. Additional Board Members may be appointed annually at the discretion of the Board President.	 6/30/2025 6/30/2025 6/30/2025 6/30/2025 6/30/2025 6/30/2025 6/30/2025 6/30/2025 6/30/2025 6/30/2025 6/30/2025 6/30/2025
Transit Committee Membership consists of 12 SBCTA Board Members: 10 Valley-members, two being Southern California Regional Rail Authority (SCRRA) primary (*) and two being SCRRA alternate (**) members, and 2 Mountain/Desert Board Members. SCRRA members and alternates serve concurrent with their term on the SCRRA Board of Directors as appointed by the SBCTA Board. Other members are appointed by the SBCTA President for 2-year terms.	Provides policy guidance and recommendations to the SBCTA Board of Directors and Southern California Regional Rail Authority (SCRRA) delegates with respect to commuter rail and transit service. * SCRRA Primary Member ** SCRRA Alternate Member (Brown Act)	John Dutrey, Montclair** (Chair) Joe Baca, Jr., Supervisor (Vice Chair) Art Bishop, Town of Apple Valley Eunice Ulloa, Chino Ray Marquez, Chino Hills** Frank Navarro, Colton Acquanetta Warren, Fontana Bill Hussey, Grand Terrace Larry McCallon, Highland* Alan Wapner, Ontario* L. Dennis Michael, Rancho Cucamonga Rick Denison, Yucca Valley	Indeterminate (6/30/20 12/31/2026 (6/30/2026 12/31/2026 12/31/2026 Indeterminate 12/31/2025 12/31/2025 12/31/2026 Indeterminate Indeterminate 12/31/2025 12/31/2026

Communication: Committee Membership (Committee Membership)

San Bernardino County Transportation Authority (SBCTA) Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
Mountain/Desert Committee Membership consists of 11 SBCTA Board Members from each Mountain/Desert jurisdiction and County Supervisors representing the First, and Third Districts.	Provides ongoing policy level oversight related to the full array of SBCTA responsibilities as they pertain specifically to the Mountain/Desert subregion. The Committee also meets as the Mountain/Desert Measure I Committee as it carries out responsibilities for Measure I Mountain/Desert Expenditure Plan. (Brown Act)	Art Bishop, Apple Valley (Chair) Timothy Silva, Barstow (Vice Chair) Daniel Ramos, Adelanto Rick Herrick, Big Bear Lake Josh Pullen, Hesperia Janet Jernigan, Needles Daniel Mintz, Sr., Twentynine Palms Debra Jones, Victorville Rick Denison, Yucca Valley Paul Cook, Supervisor Dawn Rowe, Supervisor	Indeterminate (6/30/20 Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate
Legislative Policy Committee Membership consists of the following: President, Vice-President, Immediate Past President and four Board members appointed by the Board President. - 1 East Valley member - 1 West Valley member - 1 Mountain/Desert member - 1 County member Members shall serve for the duration of the State and Federal two-year legislative session in which they were appointed, with terms expiring December 31 of even-numbered years. The SBCTA Board President shall serve as Chair of the Legislative Policy Committee.	Provide guidance and recommendations to the Board of Directors regarding issues and actions relating to the executive, legislative or judicial branches of the State and Federal government, or any other local governing body. Review and provide input on drafting of State and Federal legislative platform, which will serve as guiding principles to support or oppose State and Federal legislation and regulations. (Brown Act)	Rick Denison, Yucca Valley (President) Joe Baca, Jr., Supervisor (Vice President) Ray Marquez, Chino Hills (Past President) Art Bishop, Apple Valley Larry McCallon, Highland Alan Wapner, Ontario Jesse Armendarez, Supervisor	Indeterminate Indeterminate Indeterminate 12/31/2026 12/31/2026 12/31/2026 12/31/2026

Policy Committee Meeting Times

General Policy Committee	Second Wednesday, 9:00 a.m., SBCTA Office
Legislative Policy Committee	Second Wednesday, 9:30 a.m., SBCTA Office
Transit Committee	Second Thursday, 9:00 a.m., SBCTA Office
Mountain/Desert Committee	Third Friday, 9:30 a.m., Victorville, CA

Board of Directors Study Sessions for Metro Valley Issues

STUDY SESSION	PURPOSE	MEMBERSHIP	TERMS
Board of Directors Study Sessions for Metro Valley Issues Refer to SBCTA Policy 10007.	To review, discuss, and make recommendations for actions to be taken at regular meetings of the Board on issues relating to Measure I Projects in the Valley. (Brown Act)	Board of Directors Helen Tran, San Bernardino (Chair) Jesse Armendarez, Supervisor (Vice Chair)	 6/30/2026 6/30/2026

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

Communication: Committee Membership (Committee Membership)

Public and Specialized Transportation Advisory and Coordinating Council (PASTACC)

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
Public and Specialized Transportation Advisory and Coordinating Council (PASTACC) Membership consists of 11 members appointed by the SBCTA Executive Director. 5 representing Public Transit Providers 1 representing County Dept. of Public Works 2 representing the Consolidated Transportation Services Agency - Omnitrans and VVTA also represent CTSA for the Valley and High Desert respectively. 5 At Large Members representing Social Service Providers	Subject to the Transportation Development Act (TDA) Section 99238 – establishes PASTACC's statutory responsibilities; (1) Review and make recommendations on annual Unmet Transit Needs hearing findings (2)Score and make recommendations for Federal Transit Administration Section 5310 Capital Grant Program applications (3) Assist SBCTA in developing public outreach approach on updating the Coordinated Public Transit/Human Services Transportation Plan (4) Review call for projects for Federal Transit Administration Section 5310 grant applications (5) Monitor and make recommendations on Federal regulatory processes as they relate to transit and specialized transit (6) Monitor and disseminate information in reference to State level law and recommendations as they relate to transit and specialized transit (7) Receive annual reports on funded specialized programs funded through FTA Section 5310 and Measure I (8) Identify regional or county level areas of unmet needs (9) Address special grant or funding opportunities (10) Address any special issues of PASTACC voting and non-voting members (Brown Act)	Standing Membership – Morongo Basin Transit Authority Mountain Transit City of Needles Transit Services Omnitrans Victor Valley Transit Authority County of San Bernardino Dept. of Public Works At Large Membership – San Bernardino Dept. of Aging and Adult Services Foothill Aids Anthesis Reach Out Morongo Basin Loma Linda University Health	 On-going On-going On-going On-going On-going On-going 5/31/2027 9/30/2026 9/30/2026 4/30/2028 8/31/2027

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

Communication: Committee Membership (Committee Membership)

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

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan The ITOC shall provide citizen review to ensure that all Measure I funds are spent by the San Bernardino County Transportation Authority (hereby referred to as the Authority) in accordance with provision of the Expenditure Plan and Ordinance No. 04-01. The ordinance specifies that each member of the ITOC have certain credentials or experience as follows: A. One member who is a professional in the field of municipal audit, finance and/or budgeting with a minimum of five years in a relevant and senior decision-making position in the public or private sector. B. One member who is a licensed civil engineer or trained transportation planner with at least five years of demonstrated experience in the fields of transportation and/or urban design in government and/or the private sector. No member shall be a recipient or sub-recipient of Measure "I" funding. C. One member who is a current or retired manager of a major publicly financed development or construction project, who by training and experience would understand the complexity, costs and implementation issues in building large scale transportation improvements. D. One member who is current or retired manager of a major privately financed development or construction project, who by training and experience would understand the complexity, costs and implementation issues in building large scale transportation improvements. E. One public member, who possesses the knowledge and skills which will be helpful to the work of the ITOC. In addition to the appointed members, the SBCTA President and Executive Director will serve as ex-officio members.	The ITOC shall review the annual audits of the Authority; report findings based on the audits to the Authority; and recommend any additional audits for consideration which the ITOC believes may improve the financial operation and integrity of program implementation. The Authority shall hold a publicly noticed meeting, which may or may not be included on the agenda of a regularly scheduled Board meeting, with the participation of the ITOC to consider the findings and recommendations of the audits. (Brown Act)	Cole Jackson (A) *Vacant* (B) Alex Artiaga (C) Chad Logan (D) Patrick Morris (E) Rick Denison, Ex-Officio Ray Wolfe, Ex-Officio	10/31/2028 06/30/2028 06/30/2028 03/01/2029

SBCTA Ad Hoc Committees

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

COMMITTEE	PURPOSE	MEMBERSHIP
Council of Governments Ad Hoc Committee On May 1, 2024, the Board approved the establishment of this ad hoc committee composed of Board members appointed by the Board President. On June 4, 2025, the Board approved extending the Ad Hoc to June 30, 2026.	To provide guidance on the reviewing and updating the Bylaws and policies relating to SBCOG. At the November 6, 2024 Board meeting, staff was directed to work with the SBCOG Ad Hoc to complete the equity framework. This ad hoc has a term ending June 30, 2026.	Daniel Ramos, Adelanto Rick Herrick, Big Bear Lake Larry McCallon, Highland John Dutrey, Montclair L. Dennis Michael, Rancho Cucamonga Helen Tran, San Bernardino Rick Denison, Yucca Valley Joe Baca Jr., Supervisor

Communication: Committee Membership (Committee Membership)

Housing Trust Ad Hoc Committee On January 4, 2023, the Board approved the establishment of this ad hoc committee composed of Board members appointed by the Board President, for a term ending December 31, 2023. On December 6, 2023, the Board approved a 6-month extension, for a new term ending June 30, 2024. On February 7, 2024, the Board approved a 6-month extension, for a new term ending December 31, 2024. On November 6, 2024, the Board approved an extension for a new term ending December 31, 2025.	To take a broad look into the housing trust and how it interacts with the Council of Governments. This ad hoc has a term ending December 31, 2025.	Daniel Ramos, Adelanto Eunice Ulloa, Chino John Dutrey, Montclair Alan Wapner, Ontario L. Dennis Michael, Rancho Cucamonga Rick Denison, Yucca Valley Curt Hagman, Supervisor
Measure I 3.0 Ad Hoc Committee On May 7, 2025, the Board approved the establishment of this ad hoc committee of the SBCTA Board, with a term through December 31, 2026.	To review information and provide staff direction in developing a new Measure, with a term ending on December 31, 2026.	Daniel Ramos, Adelanto Art Bishop, Apple Valley Rick Herrick, Big Bear Lake Ray Marquez, Chino Hills Bill Hussey, Grand Terrace John Dutrey, Montclair Alan Wapner, Ontario L. Dennis Michael, Rancho Cucamonga Mario Saucedo, Redlands Helen Tran, San Bernardino Curt Hagman, Supervisor Dawn Rowe, Supervisor

SBCTA Technical Advisory Committees

COMMITTEE	PURPOSE	MEETING SCHEDULE
Transportation Technical Advisory Committee (TTAC) Committee membership consists of a primary staff representative of each SBCTA member agency designated by the City Manager or County Administrative Officer.	SBCTA's Transportation Technical Advisory Committee was formed by SBCTA management to provide input to SBCTA staff on technical transportation-related matters and formulation of transportation-related policy recommendations to the SBCTA Board of Directors. The TTAC is not a Brown Act committee.	Generally meets on the first Monday of each month at 1:30 PM, at SBCTA.
City/County Manager's Technical Advisory Committee (CCM TAC) The committee is composed of up to two representatives of the County Administrator's Office and the city manager or administrator from each city and town in the County.	SBCTA's City/County Manager's Technical Advisory Committee was established in the Joint Powers Authority that established San Bernardino Associated Governments (SANBAG). The primary role of the committee is to provide a forum for the chief executives of SANBAG's member agencies to become informed about and discuss issues facing SANBAG/SBCTA. It also provides a forum for the discussion of items of mutual concern and a way to cooperate regionally in addressing those concerns. The CCM TAC is a Brown Act Committee.	Meets bimonthly on the first Thursday of the month at 10:00 AM, at SBCTA.
Planning and Development Technical Forum (PDTF) Committee membership consists of a primary staff representative of each SBCTA member agency designated by the City Manager or County Chief Executive Officer.	The SBCTA Planning and Development Technical Forum was formed by SBCTA management to provide an opportunity for interaction among planning and development representatives of member agencies on planning issues of multijurisdictional importance. The PDTF is not a Brown Act Committee.	Meets the 4th Wednesday of each month at 2:00 p.m. at the Santa Fe Depot (in the SCAG Office).

Communication: Committee Membership (Committee Membership)

Project Development Teams	Project Development Teams (PDTs) are assembled for all major project development activities by SBCTA staff. Teams are generally composed of technical representatives from SBCTA, member jurisdictions appropriate to the project, Caltrans, and other major stakeholder entities that have significant involvement in the project. PDTs make recommendations related to approaches to project development, evaluation of alternatives, and technical solutions. PDTs meet on a regular basis throughout the project phase to review progress and to provide technical input required for project development. The PDTs are not Brown Act Committees.	Varies with the PDT.

Communication: Committee Membership (Committee Membership)

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San Bernardino County Transportation Authority

San Bernardino 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

Communication: Mission Statement (Mission Statement)